

September 24, 2013

Entered into closed session per 5ILCS 120/2 (c) (11) Litigation at 7:01 pm.

Attorney Joseph Dunn (Village of San Jose Attorney), Attorney Scott Kriegsman (George and Kaye Skelton's attorney) and Kaye Skelton were also allowed to remain for the closed session for litigation settlement discussions to be held.

There was discussion on how the conversations would be held given the unique situation. It was decided that Mr. & Mrs. Skelton, along with their attorney, would step out of the room to allow Attorney Dunn to speak with the Trustees.

Dunn addressed the six trustees by explaining the date of the next case management conference that had been set by the judge for September 30, 2013 and what this is for. Dunn also explained that he had entered a written discovery with Mr. Skelton but had received no documentation back to date of names of any witnesses that would be called by the defense (Skelton). Dunn explained the process moving forward and the uncertainty of dates and possible actions that could be taken with a possible timeline. Dunn reported that Mr. Kriegsman had indicated that it was Skelton's wish to try and resolve the matter.

Tibbs questioned what the lawsuit was about. Dunn explained that the two parts to the litigation which are: 1) the way in which the property in question was purchased (did G. Skelton purchase property fraudulently) and 2) G. Skelton filled in the drainage ditch which is in violation of the IL Drainage Laws to date. Tibbs then questioned what mayor was in office at the time of this occurrence to which he was told Mr. George Weyhrich. Dunn then explained that the lawsuit asks for the property to be given back, fixed or both. There was further discussion between Tibbs and Dunn pertaining to the drainage issue and the IL drainage laws.

Karker explained what her understanding was pertaining to this issues. Karker encouraged that Dunn should speak with witnesses. Karker then relayed the information that she had gathered from said witnesses. Dunn explained that the minutes did not uphold this version of the story. Dunn asked Karker for the names of the witnesses so he could speak with them, however; Karker was unwilling to give Dunn any names of the witnesses. Tibbs encouraged Dunn to get the names from George Skelton. There was further discussion about the need for moving forward with this litigation with Tibbs expressing his concerns over moving forward. Concerns over trying to obtain the names of said witnesses were voiced. There was discussion as to why the attorney had to be found in Peoria, IL. Dunn explained possible reasons for this. Karker asked about going into some sort of mediation. Dunn and the trustees discussed possible mediation. Clerk Coon attempted to clarify, however; Tibbs would not allow said clarification. There was a discussion in regards to Clerk Coon's position as clerk and her parameters for executing said position.

Mr. & Mrs. Skelton, along with their attorney, then re-entered the room.

There was discussion about how to proceed and a possible proposal. Kriegsman asked what the village was wanting. Dunn explained that the village wanted the property back in the condition it was purchased in. There was question if this was the consensus of the board. K. Skelton questioned which property was asking to be returned and the changes that have been made to the property since it was purchased. Removal of the culvert, drainage law interpretation, tapering of ditch and if there was even a ditch preexisting. Smith explained his interpretation of the placement that was completed and the drainage problems that have been seen by an adjacent tenant. There was a discussion and clarification about this entire litigation occurring due to drainage issues or purchase issues. Dunn directed his "clients" not to answer any direct questions asked by Kriegsman. A possible issue with Casey's was explored. G. Skelton explained that there was never a vote or motion made to purchase the property in question and then he went on to explain the reason that all three properties were purchased and one parcel sold back to the village following a survey of said parcel. Dunn summarized that the village would sign a release of "impropriety" if the property was returned but that this was a "fire sale" which was entered before receiving any discovery of the list of witnesses that are supposedly available, meaning a one-time offer. There was discussion between Blackstock and Nolan in regards to a possible "offer" being get the property back in the way it was before the purchase. G. Skelton stated his concerns over returning said property back to its original state due to IDOT contractors dumping road dirt and rocks onto the property. There were discussions

September 24, 2013

about said dumping, what portions of the parcel would need to be returned to its original state, the execution of promised work and if there was a pre-existing ditch or not. There were pictures reviewed by the board of the parcel shortly after it was purchased by G. Skelton. There was further discussion to what the ditch looked like before the purchase. A timeframe for completion of a deal was discussed. G. Skelton voiced concerns over the amount of money he would lose because of all the work he had executed on the property. The attorneys reviewed paperwork and pictures and questions were asked about the size of culvert existing currently in the retaining wall on the property in question. Dunn explained the proposal of the ditch back as it was and the property given back to the village.

Mr. & Mrs. Skelton, along with their attorney left the room.

Dunn questioned Blackstock as to her reasons for being so emotional over this subject. Blackstock explained her feelings on the matter. Nolan asked Blackstock questions about the size of the culvert that the flood plains specialist and the engineer recommended. It was pointed out that the old board of trustees had offered to pay for part of the culvert that was needed. There was further discussion about the case being a civil suit and there being no admission of guilt. A proposal and the potential fall-out within the village were voiced as concern from Blackstock. Dunn explained that the deal being discussed was a good deal and if it was rejected then he would have to step down as lawyer because it would not make sense. Blackstock went on to voice her concerns over the prior history and lack of divulging the 'other side of the story' in the village. Dunn asked the costs involved in returning the ditch to its original purpose. Smith explained that there was no way of knowing for sure but that the village did have personnel that could execute the work. Smith went on to explain his decision based on the previous board's decisions. There was discussion about how the work will be verified for its completion and that there would be a court order.

Mr. & Mrs. Skelton, along with their attorney re-entered the room.

Kriegsman informed all present that G. Skelton had reviewed the proposal. Kriegsman explained that G. Skelton had purchased the property for \$1000.00 and had sold one parcel of the property for \$500.00, therefore; G. Skelton proposes that the village pay him \$500.00 for reimbursement of the other half of the purchase price and he would take out the culvert, dig the ditch and everything is done. Dunn asked to review proposal with the trustees.

Mr. & Mrs. Skelton, along with their attorney left the room.

There was discussion over the amount of the sale of the parcel so the remaining balance would be \$249.00 instead of \$500.00. Smith asked to see the verification of the purchase price, however; it could not be found at present by Dunn. There was discussion about the proposal. Dunn explained his interpretation of what the judge would potentially rule and that the current proposal is probably what the judge would come down to. There was general discussion about the final proposal as it was negotiated. Each board member explained their feelings toward having this case completed. There was then discussion about how it would be determined how the ditch would be returned to and again the pictures were reviewed by the board with the question of when said pictures were taken. Dunn explained the vagueness of how the ditch gets dug out so that everyone is happy and the spread of rumors throughout the village. There was discussion about the timeline and process from here to include the upcoming events of September 30, 2013. Dunn explained that he would not dismiss this case on September 30, 2013 but and that it would be revisited one month later for completion and compliance. Tibbs voiced his wishes for finding out the truth and what could possibly happen from here with the supposed witnesses. Nolan voiced her opinion that the time has come for this issue to be completed. Clarification of the "truth" was discussed and the fact that this is probably not going to ever be known. There was further discussion about the final the proposal.

Mr. & Mrs. Skelton, along with their attorney returned into the room.

September 24, 2013

There was general discussion pertaining to the list of proposed remedies and the timeline of the remainder of the issue.

Recommendation: To accept the proposal as listed:

- 1) Deed said property to the village
- 2) G. Skelton will open the ditch up and remove the culvert
- 3) Village will pay G. Skelton back the \$1000.00 minus the \$1.00 paid by the village and minus the amount paid from the Hieronymus'
- 4) Ditch is to be completed within thirty (30) days and to be revisited at the next court hearing.

Both attorneys discussed the procedure moving forward and the recommendations were reviewed to include how the ditch will be replaced.

Motion by Nolan to come out of closed session with 2nd from Smith. Vote: 6-0 Out of closed session at 8:25 pm.

Recorded by: Stacy Coon, Village Clerk