

1 **MINUTES OF THE VILLAGE OF OLYMPIA FIELDS**  
2 **SPECIAL MEETING OF THE BOARD OF TRUSTEES**  
3 **Held on September 19, 2016**  
4

5 The Special Meeting of the Board of Trustees was held on Monday, September 19<sup>th</sup>, 2016, at the  
6 Linzey D. Jones Municipal Building and was called to order by Village President Debra Meyers-  
7 Martin at 6:30 P.M. The assembly recited the Pledge of Allegiance. Administrator  
8 Mekarski/Village Clerk called the roll.  
9

10 Present: Trustees – Gibson, Pennington, Hudson, Byrd, and Waite  
11 Village President Debra Meyers-Martin  
12 Village Administrator/Village Clerk, David Mekarski  
13

14 Absent: None.  
15

16 **EXECUTIVE SESSION:**  
17

18 **To Discuss Matters of Land Acquisition - Open Meetings Act Section 5ILCS120/2(c)(5) –**  
19

20 **To Discuss Matters of Pending Litigation – Open Meetings Act Section 5ILCS120/2(c)(11) –**  
21

22 **Motion by Trustee Pennington, second by Trustee Gibson to go into Executive Session with**  
23 **a need to Reconvene to Discuss Matters of Land Acquisition according to the Open**  
24 **Meetings Act Section 5ILCS120/2(c)(5), and to discuss Matters of Pending Litigation**  
25 **according to the Open Meetings Act Section 5ILCS120/2(c)(11) at 6:32 P.M.**

26 **Voice Vote: All Ayes Motion Carried.**  
27

28 Village President Meyers-Martin stated that we will be in Executive Session across the hall in  
29 the Conference Room.  
30

31 **RETURN TO OPEN SESSION:**  
32

33 **Motion by Trustee Gibson, second by Trustee Pennington to reconvene and return to Open**  
34 **Session at 7:00 P.M.**

35 **Voice Vote: All Ayes Motion Carried.**  
36

37 **Public Hearing – 7:00 P.M.**  
38

39 **To Consider a Proposed Consent Judgment in the Case of Central States Tower III, LLC v.**  
40 **Village of Olympia Fields, No. 2016 CV 07984, currently pending in U.S. District Court –**  
41

42 Village President Meyers-Martin stated that brings us to Item 5 the Public Hearing. Before she  
43 opens the Public Hearing, John Murphey who is the Village Attorney will provide an overview  
44 about why we are having a Public Hearing.  
45

46 Mr. Murphey stated that the Village has been sued by the Cell Tower Company in Federal Court.  
47 Under the Federal Statute that governs the placement of cell towers in Municipalities, the law

1 requires that the decision of the Municipality be supported by substantial evidence. The Village  
2 in this case is in a challenging position. Why? There are two reasons. 1. Because our own Plan  
3 Commission recommended approval of the cell tower placement subject to certain conditions. 2.  
4 The Village hired an independent appraisal expert to make an assessment as to the market impact  
5 of the placement of this cell tower at this location. The opinion of the Village's retained expert  
6 was that there would be no adverse impact on market value of any nearby properties as a result  
7 of the placement of the cell tower. The Village would have an extreme uphill battle on the case.

8  
9 As a result of that the Mayor, the Village Administrator, and our office met with representatives  
10 from the company. We, in effect, negotiated the replacement of the conditions set forth by the  
11 Plan Commission, one of which in particular went beyond what the Cell Tower Company was  
12 willing to do at the outset, and that was to have the cell tower be what is called a "Monopine"  
13 construction. The cell tower would be adapted and kind of stealth so that to some degree it would  
14 look like a giant Pine Tree or Evergreen Tree. You don't see that very much in this area, but that  
15 was part of the compromise that the Village was able to obtain in concept from the Cell Tower  
16 Company. Those were the initial terms of the settlement.

17  
18 Mr. Murphey stated that because this involves zoning, and zoning always requires a Public  
19 Hearing, even if you settle a lawsuit regarding a zoning matter, that settlement has to be preceded  
20 by a Public Hearing. That is why we are here tonight. He has gone back and forth with the cell  
21 tower Attorneys over the principal issue which is nailing down the definition and the detail of the  
22 Monopine so the ultimate design and improvement would be acceptable to the Village. As of last  
23 Friday, we weren't there yet. He does not have a Final Document for this Board to review,  
24 primarily because we don't have illustrations and descriptions of what the Monopine is going to  
25 look like. He stated that following whatever public comment we have this evening from the  
26 residents; he recommends that the Public Hearing be continued to our next Board Meeting which  
27 is a week from tonight, September 26<sup>th</sup>, on the assumption that the Final Document will be  
28 available. If we don't have it hammered out by next Monday, then we will just continue the  
29 Public Hearing and the Board's consideration of the Proposed Settlement at that time. That  
30 brings everybody up-to-date from the standpoint of where the litigation stands, the rationale for  
31 obtaining this settlement now, and where we will be going in the future.

32  
33 Village President Meyers-Martin thanked Mr. Murphey. She stated that she will be opening the  
34 Public Hearing. She stated that in light of the advice from the Attorney we will take public  
35 commentary. She will be asking for a Motion to continue because the Final Documents that you  
36 would vote on, we have not received and have not had a chance to review them. Therefore, it  
37 would not be prudent to vote on the Court Order as it has been relayed to the Village.

38  
39 (Village President Meyers-Martin opened the Public Hearing at 7:04 P.M.) Village President  
40 Meyers-Martin stated that we will be taking testimony this evening, but we will be continuing  
41 this Public Hearing to our next Board Meeting.

42  
43 Mr. Craig Martin stated that he lives in Olympia Fields East. He has a question about what the  
44 Village Attorney just explained to us. He needs some clarification. Mr. Martin stated that since  
45 we are under litigation right now, the Proposed Settlement that Mr. Murphey just mentioned  
46 which includes the Monopine construction of the tower, was that negotiated, and does it leave us

1 in the position whereby agreeing to that that the Litigants are not going to continue with the  
2 lawsuit.

3  
4 Mr. Murphey stated the answer is yes, sir that will end the lawsuit. Mr. Martin stated that he  
5 drew a blank on his second question. He will come back to it if he remembers it.

6  
7 Trustee Waite inquired of Mr. Murphey so the only thing that we are waiting for is the detailed  
8 design. Mr. Murphey stated yes. The Agreement and the Ordinance attached hereto as Exhibit 1  
9 is a representation of the design of the Monopine structure so there will be no question to  
10 anybody either now, next year, or the year after what the deal was.

11  
12 Trustee Waite stated that from his recollection on the original Proposal they had a rendering of a  
13 Monopine. It wasn't enough detail so that you could hold a contractor to implement in a like  
14 fashion. Mr. Murphey stated that is correct. The initial presentation plans they had and even the  
15 building plans they submitted, had what he would a "Generic Monopine." Mr. Murphey stated to  
16 them that based on what they talked about and what he understands these things to be, the  
17 generic representation looks pretty sparse. Trustee Waite stated then you asked them for a  
18 detailed plan of the Monopine. Mr. Murphey stated yes, sir. Trustee Waite stated so we are not  
19 trying to impede the progress of this. We are trying to facilitate it. And we can't facilitate it  
20 because they haven't given us the details necessary. Mr. Murphey stated yes. He stated that part  
21 of the reason is the Lawyer for the other side he was dealing with last week told him that their  
22 client was on vacation last week. Trustee Waite inquired of Mr. Murphey whether or not he has a  
23 record of all those contacts. Mr. Murphey stated yes. He has all the e-mail exchanges.

24  
25 Trustee Gibson stated that she would like Village President Meyers-Martin or Administrator  
26 Mekarski to explain why our insurance provider, IRMA, could not be used for this kind of issue.

27  
28 Administrator Mekarski stated that in our Policy it does not cover us for any Injunctive Relief.

29  
30 Mr. Murphey stated that IRMA is the equivalent of our Insurance Policy. He is not going to  
31 pretend that he is an insurance expert. The Policy that we have defines occurrences. They cover  
32 occurrences: Auto Accidents, Police Misconduct, Property Damage, things of that nature. The  
33 Policy specifically includes claims where the relief is only what is called "Injunctive" meaning a  
34 Court Order asking that some action be taken. In this case, the action is that the tower be allowed  
35 to be erected. It falls outside the definition of occurrence for purposes of our coverage.

36  
37 Trustee Pennington inquired of Administrator Mekarski whether or not the Village ever received  
38 a Reservation of Rights Letter from IRMA outlining the fact that these items were not covered  
39 under the IRMA Policy.

40  
41 Administrator Mekarski stated no, we did not. He stated not in this particular case. He had  
42 conversations with the Executive Director who indicated that it was not covered. They represent  
43 multiple Municipalities all around the Chicagoland area.

44  
45 Trustee Pennington inquired of Administrator Mekarski whether or not the Village sent them a  
46 copy of the Lawsuit that was filed in Federal Court.

47

1 Administrator Mekarski stated yes, we did send a copy. Trustee Pennington inquired whether or  
2 not they acknowledged receipt of that Lawsuit. Village President Meyers-Martin stated verbally.  
3 Trustee Pennington stated that is not the question. They should have sent a Reservation of Rights  
4 Letter detailing those facts. That's the problem he has with them. Village President Meyers-  
5 Martin stated that we certainly have had other issues with them. She stated to answer Trustee  
6 Pennington's question, their response was verbal and not in writing.

7  
8 Trustee Waite stated that Reservations of Rights are very common. Trustee Pennington stated  
9 that he has handled this stuff for 35-years. Every Lawsuit that he handled had a Reservation of  
10 Rights Letter to it. It means something. One can have a specific defense if a Reservation of  
11 Rights Letter is not issued.

12  
13 Trustee Byrd stated that his understanding is that a Reservation of Rights Letter is only issued if  
14 you filed a claim against then a Reservation of Rights Letter would be issued. Trustee  
15 Pennington stated this is a claim. Trustee Byrd stated that he said "Filed." He doesn't know if  
16 one has been filed. Trustee Pennington stated that he respectfully disagrees with that analysis. He  
17 stated that be that as it may, one was not issued and he has a problem with that. The  
18 Administration should look at doing that.

19  
20 Village President Meyers-Martin stated that when we actually had the conversation about the  
21 fact that IRMA would not cover this that never came up in terms of Trustee Pennington's  
22 requirement of a Reservation of Rights.

23  
24 Trustee Pennington stated that it should have been asked. Village President Meyers-Martin stated  
25 that you didn't bring it up. Trustee Pennington stated that it was not necessary for him to bring it  
26 up. Village President Meyers-Martin stated that she is just saying that if you want it now you  
27 could have asked for it then. Trustee Pennington stated that he was under the impression that this  
28 Administration knew what they needed to do with respect to a Lawsuit filed against the Village  
29 of Olympia Fields. Village President Meyers-Martin stated you are part of the Administration,  
30 Trustee Pennington. You were in the Executive Session when we had that conversation. She  
31 stated that our Insurance Company on a number of occasions when we had this conversation,  
32 when we brought to them what the litigation was they clearly said to us that it was not covered  
33 because it was Injunctive Relief. She stated that she is just answering Trustee Pennington's  
34 question. That is all she is doing. Trustee Pennington stated that he did not hear that. He knows  
35 what Injunctive and Declaratory relief is. He did not personally hear it.

36  
37 Village President Meyers-Martin stated that she had said that she wished that he had mentioned  
38 that when we had this formal discussion in Executive Session. That would have made us maybe  
39 pursue that so that you would have that today. She stated that it was verbally brought to us.

40  
41 Trustee Pennington stated that with all due respect, he remembers the Executive Session. He  
42 doesn't remember with specificity comments made with respect to what we should do going  
43 forward. Village President Meyers-Martin stated that she is sorry that he doesn't recall.

44  
45 Trustee Waite inquired whether or not we could ask for a Reservation of Rights. Trustee Gibson  
46 stated that she wanted to tell you why she asked about IRMA. There has been so much  
47 discussion throughout this Village concerning the fact that the majority of the taxpayers, and she

1 is one of them and it is in her area, are against the cell tower, and feel that since that is the issue,  
2 wondering why this Board has a right to go forward. She doesn't agree with that part, but that is  
3 happening. Most of the time people are saying, "Oh, you are spending too much money." Well,  
4 that will be a whole bunch of money if we continue that Lawsuit. Trustee Gibson inquired of Mr.  
5 Murphey whether or not she was right. Mr. Murphey stated, yes. Trustee Waite stated and we  
6 would lose. Trustee Gibson stated and we lose. Mr. Murphey stated yes.

7  
8 Trustee Waite inquired whether or not it was too late to get a Reservation of Rights Letter.  
9 Trustee Byrd stated no, it's not. Trustee Waite stated then why don't we ask for it and then  
10 proceed doing what we have to do. We are going to have to approve it. We don't have a choice.  
11 The Federal Court says we don't have a choice. We could end up with all kinds of damages and  
12 litigation costs. Trustee Waite inquired of Mr. Murphey whether or not that was right.

13  
14 Mr. Murphey stated yes. Mr. Murphey stated that part of the oath is to support the Constitution  
15 of the United States and the laws of the United States. The law that allows cell towers to be  
16 placed is very specific. One of the things that it says is that a local Municipality cannot deny a  
17 Cell Tower Application based on fears of radiation. That's off the table. The law is pretty strong  
18 in favor of the companies because everybody in this room probably has two or three devices.  
19 Everybody needs more technology. Everybody needs more cell service. The law recognizes that  
20 and entitles these property owners to that right unless there is substantial evidence to support  
21 that. We all recall the Public Hearing process. He stated that none of the immediate neighbors  
22 came to complain. Our own expert says there is no adverse market impact. Our own Plan  
23 Commission recommended approval subject to conditions. If this case goes to Judgment, there is  
24 a significant chance the company will get the cell tower without any of the Monopine  
25 enhancements that we negotiated. So on balance he believes it is a good deal.

26  
27 Trustee Waite stated then we might as well get it done. Mr. Murphey stated to respond to Trustee  
28 Pennington's point; we have a contract with them. We are entitled to a response even if it is  
29 beyond a Reservation of Rights just a denial, or a Declination Letter. We are entitled to get it and  
30 we will follow-up on it.

31  
32 Village President Meyers-Martin stated that we are still in the Public Hearing. She inquired  
33 whether or not there was any other commentary.

34  
35 Trustee Waite stated that he believes that we ought to kick this down the road to the next  
36 meeting. Mr. Murphey stated yes, if it is the end of the public comment. Trustee Hudson stated  
37 that there is one other person.

38  
39 Mrs. Beverly Sokol stated that she thinks it is inevitable. We have another Application for a cell  
40 tower at GFS. She thinks that it is inevitable that there is going to be a cell tower, whether it is on  
41 our property or adjacent to our property. It's like saying we don't want electricity. It's going to  
42 happen. Mrs. Sokol stated that she thinks although she lives in Wysteria, and it is painful to say  
43 this, if they are willing to do everything that you have asked them to do, her feeling is that we  
44 should approve it. She doesn't know how many other people will come and Petition, and may not  
45 be as willing to do everything that you have asked them to do. She is sorry. She knows that she is  
46 in the minority on this, but she thinks that it is reality.

47

1 Trustee Waite stated that you are not in the minority. You are speaking your opinion, and  
2 anybody that would criticize you for that the hounds of hell are on their way.

3  
4 Mr. Nate Grant apologized for being late. He doesn't know if this question was asked. When he  
5 walked in he heard Trustee Gibson say that the residents overwhelmingly do not want this. If the  
6 residents overwhelmingly do not want this item, is there an obligation then of the Village  
7 Administrator, Village Management to defend the position of the residents? He attended many of  
8 the meetings. Most of the consultants were proposing rationale for it. The Trustees are  
9 representatives of the residents. We are paying for consultants who are discussing rationale for  
10 why we have to have it. There are no consultants in the world, in America; there are no people  
11 who can do the research on the position of the residents? It just seems to him that everything was  
12 one-sided. It is an inquiry.

13  
14 Village President Meyers-Martin stated that she will speak to that. She stated rationally, if you  
15 hire a consultant in today's world of transparency you cannot hire a consultant to give you the  
16 opinion that you want. She realizes that there are a lot of people that do that and some of them  
17 are in prison right now. She would not suggest that we would hire a consultant who was going to  
18 give us the opinion we wanted. We certainly wanted an honest, competent, comprehensive  
19 evaluation. That is what we paid for. We had no influence on what their answer would be. We  
20 knew what we hoped it would be because that would have furthered our position in our stance  
21 against the cell phone tower. We certainly could not guarantee that would come in. In terms of it  
22 being one-sided, that particular company had no skin in the game. They had no reason to give  
23 one or the other opinion. This was based on their research. They used a town that is right across  
24 the way from us in Flossmoor. We had to accept that opinion as a result of their research and due  
25 diligence. Unfortunately, it didn't bear out what the residents and maybe even some of the Board  
26 feels that it is, in fact, detrimental to housing values to have a cell phone tower. There is no  
27 evidence that this particular company provided. She heard people say, "Why did you waste  
28 money getting them?" If we were going to keep paying money to go from consultant to  
29 consultant until we finally got an opinion that we liked, that was even more wasteful in terms of  
30 money.

31  
32 Village President Meyers-Martin stated that in terms of the residents and what they would like,  
33 certainly this Board has demonstrated that they want to represent and speak up for residents. She  
34 doesn't think that there is any question about that. However if, in fact, we have been legally  
35 advised that we really do not have a chance, we don't have any legal standing in terms of  
36 fighting a Lawsuit, if the company satisfied all of the provisions of the Zoning Ordinance, if you  
37 have a private owner who has negotiated with them and worked out a deal, if you have been told  
38 by your Insurance Company, your Risk Management Company, that we've had for years that  
39 many other Municipalities use have said, "We are not going to cover any penalties or any monies  
40 due to a Lawsuit." We have been told that can be upwards of \$400,000.00 if you want to  
41 continue to fight it. She believes a thinking person would say, "Well, this doesn't look good,"  
42 and maybe we should have that conversation with the company to see what can we work out in  
43 terms of a Consent Decree. And what we can work out as it relates to the Court Order that they  
44 had in-hand, as it relates to the fact that if we lose, you end up with possibly a stark, ugly tower  
45 because they have the right to put it up after all is said and done. She believes that all of those  
46 issues kind of enter into a thinking person's mind to say, "Let's weigh this, the pros and cons."  
47 She believes that is what has occurred here. That is not to say that anybody wants to just accept

1 the fact of a cell phone tower. How long has this dragged on? She stated Public Hearing, after  
2 Public Hearing, after Public Hearing.  
3  
4 Mr. Grant stated that he did not say, "Find a consultant to agree with us." He stated don't  
5 misrepresent what he said. Village President Meyers-Martin stated no, that was her.  
6  
7 Mr. Grant stated that he attended a meeting in which consultants had a 30-minute plus  
8 presentation. That same meeting there was a presentation to be offered that was a PowerPoint  
9 that somehow it could not be presented. The presentation was in opposition, or at least  
10 challenged some of the presentations that the consultant made. What makes him ask this question  
11 is because the other presentation was not allowed, or somehow the machine didn't work. It  
12 worked earlier. Then when that one came up it didn't work. Secondly, the Chairman said, "Well,  
13 I'm tired of this. So we're not going to continue. We're going to vote and move on because I am  
14 tired." That was a quote. So the other presentation wasn't presented and it had very specific  
15 questions that were different from the consultants. It doesn't seem to him fair to not allow, or at  
16 least listen since the residents want something other than what you are presenting, you should  
17 hear at least the arguments. This was a Planning Commission Meeting in which the Chairman  
18 said: A. "I don't want to hear anything else because I'm tired of it." He, by the way, should  
19 represent the residents. B. If there was something wrong with that machine at that point, and  
20 something that again the residents have such a reaction to, why not allow later for it to be  
21 presented, or to listen and look.  
22  
23 Village President Meyers-Martin stated that she was going to let Trustee Pennington speak to  
24 that because that was Planning and Zoning and Trustee Pennington is the Liaison. She was not  
25 present at that meeting. She inquired what happened.  
26  
27 Trustee Pennington stated that he takes exception to the comment that Mr. Grant stated. He does  
28 not recall the Chairman saying, "I am tired." You indicated that was a direct quote. We can get  
29 the Minutes. We can review the Minutes. He stated I assure you he did not say, "I am tired."  
30 Time was running out. But he did not say he was tired. There was a presentation made. The  
31 presentation ran short because of the fact the question came up, "How long do you need to make  
32 your presentation?" There was every attempt to give the presenter, and the presenter is in the  
33 room this evening, the right to present his case.  
34  
35 Mr. Grant stated that the PowerPoint didn't work. Trustee Pennington stated the PowerPoint  
36 didn't work. Perhaps that was the type of program he used and it didn't match with what we had.  
37 That is his guess. Attempts were made. A short, abbreviated presentation was made by the  
38 presenter. At no time does he recall the Chairman of the Planning Commission saying he was  
39 tired. Mr. Grant stated that he stands by his statement. Trustee Pennington stated we can always  
40 look into that. We can get the information and see exactly what was stated at that time.  
41  
42 Village President Meyers-Martin stated that she wanted to clarify that this is a Public Hearing.  
43 We are not having a conversation. This is a Public Hearing.  
44  
45 Mr. Lee Langon stated that he has a question for the Village Attorney, John Murphey. He  
46 inquired of Mr. Murphey whether or not we are being sued by Verizon Wireless, AT&T, or one  
47 of the other large cellular companies.

1 Mr. Murphey stated that the Plaintiff's name is Central States. Mr. Langon inquired of Mr.  
2 Murphey whether or not he would agree that Central States is not a cellular company, that they  
3 are a contractor that constructs towers. He inquired of Mr. Murphey whether or not the same  
4 laws apply to independent contractors that erect towers that it does to cellular carriers. Mr.  
5 Murphey stated that the answer is yes to both questions.  
6

7 Mr. Fred Veazey stated that he had a couple of questions. Mr. Veazey stated that Mr. Murphey  
8 stated earlier that health conditions were not something that would allow for the objection of the  
9 construction. What are proven reasons that in the past Municipalities have been able to avoid  
10 construction of cell towers?  
11

12 Mr. Murphey stated just to backup a little bit, we are dealing with something called "The  
13 Telecommunications Act." That is a Federal Act, Act of Congress. It specifically carves out the  
14 radiation issue that you talked about from local concern off the table. The substantial evidence  
15 criteria then become a product of the Case Law. The Case Law requires evidence beyond we  
16 don't want it. It requires testimony from people in the immediate vicinity. It requires most  
17 importantly testimony that would show a specific, adverse impact of the location of this tower.  
18 So you have a tower that is located on something of an arterial. He stated that what you need is  
19 evidence to say that that tower at that location would diminish the resale value of the homes in  
20 the immediate vicinity by an X factor. That is the kind of evidence that would be needed. That's  
21 the kind of evidence that the Village tried to obtain.  
22

23 Mr. Veazey inquired of Mr. Murphey whether or not in Case Law there has been any successful  
24 Municipalities that have stopped cell towers from being erected. Mr. Murphey stated sure, with  
25 that kind of evidence. Mr. Veazey stated so with that evidence they were able to survey real  
26 estate situations and find not in that situation because the tower wasn't there, but somewhere  
27 nearby that a tower had deflated the housing values. Mr. Murphey stated yes. It is like any other  
28 real estate search you look for comparables. Mr. Veazey stated it has been successful before, but  
29 not in Flossmoor that he thought someone mentioned. Mr. Murphey stated that is one of the  
30 comparables that the Village's expert was saying. Mr. Veazey stated if it was successful before,  
31 but not in the one the Village used, does it necessarily have to be Flossmoor. Could you use the  
32 example of that other Municipality to prove the point? Mr. Murphey stated that the expert that  
33 the Village hired looked in other locations to see did the presence of a cell tower hurt market  
34 value. They took three or four towns. The answer was no. This is antidotal, but one of the  
35 observations our experts said was that younger home buyers, meaning people under 40, view the  
36 presence of cell towers as a plus. Why? He stated because they are insane with their electronics.  
37

38 Mr. Veazey stated so the Study that the person that we hired said that in the three or four that he  
39 went to that there was no impact. Have we seen that Study? Mr. Murphey stated yes, it was a  
40 written Study. Mr. Veazey stated that he is kind of late to this whole thing. Mr. Murphey stated  
41 that he will explain what happened. The Plan Commission proceeding was continued on two or  
42 three occasions over the objection of the Applicant. The Village Board hired a pure consultant.  
43 There aren't that many companies out there that examine the impact of cell towers on market  
44 value. We were able to find somebody. Their offices are in the northern suburbs. This is not part  
45 of the Public Record. He is telling you that we went through a dozen Real Estate Brokers in the  
46 area. "Can you give me an opinion that this cell tower is going to hurt market value? Well, no I  
47 can't." They wouldn't give an opinion. They wouldn't put their License on it. Mr. Veazey stated



1 because they might have to testify. Mr. Murphey stated that we were looking for somebody to  
2 testify at the Plan Commission Hearing that the cell tower at this location would hurt property  
3 values. We couldn't get a local broker. We couldn't get a local appraiser to do it. We went  
4 outside the radius and hired the independent. We said, "You are independent. Make an analysis  
5 and present your findings to the Board." One of the Trustees said at the meeting that we are not  
6 going to bake the cake in advance, that whatever comes out comes out. And the result of that  
7 analysis was that the presence of this cell tower at this location did not have adverse impact on  
8 market value. He stated that because there is a Federal Law here this is kind of a specialized  
9 Zoning Case. If this were a normal Zoning Case, you would have regular appraisal evidence that  
10 would say that putting a factory in a Residential Zone hurts market value. This is a specialized  
11 case. The specialized expert that we came up with said "No adverse impact," combine that with  
12 the fact that our own Plan Commission recommended in favor of the Proposal. Mr. Veazey  
13 inquired whether or not that was after the Study. Mr. Murphey stated that was their ultimate  
14 recommendation. Then combine that with this Federal Law. It is based on the record that was  
15 established. He stated I know you are steeped in the legal stuff so let me explain.

16

17 Mr. Murphey stated that if this were a regular Zoning Case where we turn down a developer, it  
18 would be what the law calls "de novo" which is Latin for new, where we put on new evidence,  
19 new witnesses, and try to find somebody else. In this Federal Law because Congress has decided  
20 that there is an imperative that Telecommunications Devices move forward on an expedited  
21 basis, the Court's review would be based solely on the written record. The Judge reviews the  
22 written record, the Public Hearing. You have an advisory Commission that says thumbs up. You  
23 retain an expert. Not a hired gun by the developer, but the Village's retained expert says, "No  
24 adverse impact." No immediate neighbor testimony in opposition. If you are the Judge what are  
25 you going to do?

26

27 Mr. Veazey stated that going back to his original question; there have been successful challenges  
28 where towers have been defeated. Mr. Murphey stated yes. Mr. Veazey stated in those specific  
29 situations they were able to get testimony either from realtors, or an appraiser, or someone who  
30 provided an opinion, not a fact, just an opinion to give that Municipality the ammunition to move  
31 forward. And they were successful with it. These went to suit and they were successful with all  
32 that stuff. Mr. Murphey stated that is correct.

33

34 Mr. Veazey stated that he is an insurance expert but not particularly in this area. If IRMA is a  
35 Self-Insured Program, is this exclusion unique to the fact that it is a Self-Insured Program? He  
36 stated that Trustee Pennington probably knows a little bit more about this. If it were an Assured  
37 Program would this exclusion exist, or is it a Self-Insured Program where you are the Insurance  
38 Company, the Village is the Insurance Company? And of course, the other groups that are part of  
39 this association don't want a partner to provide Lawsuits that they generate on their own. That is  
40 kind of what it sounds like. He is not sure about that. He inquired whether or not that is the case  
41 that we have here.

42

43 Mr. Murphey stated that the general rule on matters dealing with insurance is that insurance  
44 won't defend against Breach of Contract because the town has control over it. Otherwise, the  
45 town would make a bad deal and say, "Well, we are going to break the deal and the Insurance  
46 Company will pay the Half a Million Dollars." That's why they exclude that.

47

1 Trustee Byrd stated that Injunctive Relief most Insurance Companies do not cover that. They  
2 mainly cover monetary things. Injunctive Relief is a dispute between two different parties. They  
3 don't cover that.  
4

5 Mr. Veazey stated it is not unique to the self-insured. Trustee Pennington stated that it is not  
6 unique. It is in all Insurance Policies. Mr. Veazey stated that the written Declination, he strongly  
7 recommends that you get that. He doesn't know if you have any grounds or not. You want to  
8 know exactly why they are declining. Mr. Murphey stated that we will follow-through.  
9

10 Mr. Craig Martin stated that this is a follow-up on Fred's point. You have knowledge of  
11 communities that were successful in defending against the cell tower. What specifically allowed  
12 those communities to be successful? Was it proven that home values were affected? He stated for  
13 those communities that were successful, what were those circumstances that allowed them to be  
14 successful.  
15

16 Mr. Murphey stated in simplest terms evidence and witnesses. He always says that, "Lawyers  
17 don't win cases. Witnesses win cases. Evidence wins cases." Zoning is a little bit different from  
18 most Lawsuits. He stated that most Civil Lawsuits, the Jury or the Judge tries to figure out what  
19 happened in the past. Who ran the red light first? Did the police officer use too much force or did  
20 the individual point a gun at him? What happened in the past? He stated Zoning Cases, or cases  
21 like this are all based on opinion. What will be the effect? Or what might be the effect of this  
22 particular action in the future? Those cases had evidence, and had witnesses describing how their  
23 sleep would be interfered with, and how the noise would bother them. There was expert opinion  
24 in those Court Cases that would substantiate this relative loss of market value compared with all  
25 other things being equal for the house a quarter mile away. He stated that it is facts.  
26

27 Trustee Pennington stated that the only Standard we had going before us at the Planning  
28 Commission was property values, the impact that this cell tower would have on property values.  
29 That is what they based their decision on. That was the only Standard that they had to go on.  
30 They couldn't go on health. They couldn't go on aesthetics; although it was tried it didn't come  
31 to fruition. The only Standard that we had was the impact on property values. That's how that  
32 Report was generated.  
33

34 Administrator Mekarski stated that Judy Kolman our Legal Advisor who also works in John  
35 Murphey's Office gave a short dissertation at the Hearing regarding Case Law where they were  
36 successful. She was talking about how the cell tower would impede or block some kind of very  
37 unique aesthetic viewshed like a view of a pristine lake, or a view of an open Golf Course. She  
38 had indicated that this case is different because the subject property is on an arterial road and it is  
39 behind an existing building, and there are some deleterious conditions of the church's property,  
40 deteriorating parking lot, wooden shed, and generally the back of the building was not pristine in  
41 anyway. He stated that where there were Legal Cases that were successful, they were cell towers  
42 that were blocking an aesthetic view that had enhanced the property value of the home.  
43

44 Village President Meyers-Martin stated that was Judy's testimony.  
45

46 Mr. Sterling Burke stated are you saying that the only reason that this could be denied was  
47 because of housing values, or health values, or something like that. Mr. Burke stated that he was

1 the one that had the presentation. It was a 36-page presentation. He tried to load the computer.  
2 He stated that John McDonnell would not let him do it. Mr. McDonnell told Mr. Burke that he  
3 would take care of it. When it was his turn to speak, Mr. McDonnell couldn't get it to work. Mr.  
4 Burke stated that he could have gotten it to work. 2. When it was his turn to speak, the  
5 Chairperson said, "How much time do you need?" I said, "About a half an hour." He said, "You  
6 got 10-minutes." He gave me 10-minutes to do the presentation. Mr. Burke stated that in the  
7 presentation he took a lot of time to put together showing that a cell phone tower could have  
8 fallen. There was certain liability associated with it if it caught on fire and had fallen. None of  
9 that stuff was given the people in the audience or the Board an opportunity to see those kinds of  
10 things. Whatever that is, that's gone. There were and are situations in Case Law from the  
11 Supreme Court and the Appellate Court where these things have been turned around because the  
12 cell phone operator who wanted to put the towers up violated, or had issues with some of the  
13 things that they were trying to do. There are other reasons why you can deny it that we never got  
14 a chance to discuss because we never got into it. But one thing for sure, in the presentation that  
15 the people from Central States gave, they never gave any empirical data other than hearsay about  
16 who it was for, Number 1, and Number 2, any technical data that showed by an RF Engineer that  
17 this was going to work for a particular company. He was very generic. The Supreme Court said  
18 that the Petitioner is suppose to provide to the Board empirical data that showed that putting this  
19 cell phone tower in this particular place is going to make a difference for a particular cell phone  
20 operator. That never was done. He stated that where it had been turned around by the Supreme  
21 Court and by the Appellate Court was where that type of information was never put into the  
22 Public Record. And it never got put into the Public Record in our case. There are other reasons to  
23 deny this other than just what the consultant said or because of some of the things that were  
24 presented by our Legal Team. There were technical reasons that he tried to present. There were  
25 reasons that had to do with the data that never was presented that never really got considered.  
26 Mr. Burke thinks that Trustee Pennington will agree that we never really got into those types of  
27 things. Trustee Pennington stated that is correct.

28

29 Village President Meyers-Martin inquired of Trustee Pennington at the Planning Commission  
30 Meeting where that information could not go forward, was that the last Public Hearing and then  
31 the vote was taken, or did you then have subsequent meetings.

32

33 Trustee Pennington stated that if his memory serves him correctly, and he has to look at the  
34 Minutes again, but he thinks that was the last meeting before we took the vote.

35

36 Village President Meyers-Martin inquired of Trustee Pennington whether or not that was because  
37 you were at the end of the 160-days.

38

39 Trustee Pennington stated that we were approaching that cutoff period that we had to get to a  
40 vote.

41

42 Village President Meyers-Martin inquired of Mr. Burke whether or not he provided a copy of the  
43 PowerPoint in hard copy. Mr. Burke stated yes, he did. But there is a difference in what you put  
44 on a chart as evident when we had our discussion the other day, versus what you actually talk  
45 about when you give a presentation. There were a whole lot of other things. In addition to the  
46 PowerPoint, he gave an inch thick set of documentation that showed where people had  
47 successfully won, where there were problems with cell phone towers where they had fallen

1 down, caught on fire, all around the country. He also provided some data from Europe that  
2 showed that there are issues with cell phone towers in terms of the radiation that is associated  
3 with it. None of that stuff got discussed. We were time boxed as you just said. There was a time  
4 box. What was said was, "How much time do you need?" I said, "A half an hour," when they  
5 couldn't make it work. They said you have 10-minutes to get it done. He had to rush through it  
6 without the benefit of letting people see the pictures that showed them on fire. We were told that  
7 the cell phone towers don't fall. He had pictures showing the cell phone towers falling over on  
8 commercial properties, and all kinds of other things he was ready to show. That never got shown  
9 to the public, nor did it get shown to the Board other than what they had in black and white  
10 versus color. Color has an effect on you.

11  
12 Mr. Burke stated that it seems to him that you are making a financial decision that it cost the  
13 Village less money to fight this, than if we had all of the other actual data to fight them if we had  
14 gone to Court. He can appreciate the financial part of it. But there were other reasons not to do  
15 this. Technically he tried to present a case in a limited amount of time that technology is such  
16 that you not only can do this via Comcast set top boxes in your homes today in this Village. You  
17 also have small cells that are being put up. The majority of the companies are running away from  
18 putting up cell phone towers. You even had a situation where the company came to the Village  
19 of Olympia Fields Board and said, "We want to put up a Small Cell System." It actually  
20 substantiated what he was saying that there is a way in which you can accomplish this same  
21 activity by using small cells on existing telephone poles and light poles. He believes, and he  
22 hopes that our Lawyer would have looked into these other technical reasons that you would not  
23 have to have a cell phone tower, whether they put artificial leaves and pine stuff on top of the  
24 post to make it look good, there are other technical reasons that you can accomplish the same  
25 thing.

26  
27 Village President Meyers-Martin stated that she will speak about the small cells. That  
28 presentation was, unfortunately, after we had already gone through this long process. She agrees  
29 with Mr. Burke that small cells are the wave of the future and that people are seeing the value of  
30 that now. She doesn't know what is going to occur in the future in terms of these huge cell phone  
31 towers especially in light of the acceptability of the small cell. She would have liked to have seen  
32 it. Village President Meyers-Martin inquired of Trustee Pennington whether or not the  
33 Commissioners had the hard copy of the PowerPoint of this information, and was it then  
34 provided at any point.

35  
36 Administrator Mekarski stated that he believes that Mr. Burke passed out hard copies to  
37 everybody on the Planning Commission. He did do his best in presenting verbally from the hard  
38 copy. Obviously, it would have been better if the PowerPoint would work. The Chair was getting  
39 guidance from our Legal Advisor, and also as his expertise is being an Attorney as well, was  
40 trying to garner the decision of the Commission based on limitations of Federal Law which in  
41 part John Murphey has discussed. And also about the criteria to either approve or not approve by  
42 our Zoning Code. He stated that while Mr. Burke's Report was very thorough and very  
43 compelling, a lot of those elements of that Report were not germane to Zoning Law. The  
44 Planning and Zoning Commission was rendering a decision based on State Statutory Code for  
45 Zoning Law and its local Ordinance.

46

1 Mr. Burke stated that he thinks that was the case because that was the box that was defined by  
2 your Legal Team, not necessarily by new information that they did not necessarily consider. All  
3 he was submitting to you was that there are other reasons to deny, and those other reasons were  
4 what he put into that presentation. He knew the law as it was written by the Lobbyist on behalf of  
5 the cell phone towers that put this in front of Congress and Congress voted on it. You know how  
6 laws are written. The Lobbyist wrote it in order to get what they want. That was like 1992 or  
7 whatever. A lot of things have happened since then. We put space ships on the other side of Pluto  
8 and we can communicate conveniently with them back and forth. You can do a lot of things  
9 technically today, that you don't need a big cell phone tower. That is part of what he had in the  
10 presentation. There were other things outside of the box that our Legal Team was using as a  
11 reason to allow it. He is saying this is why we cannot do this. That was available. He was trying  
12 to present a technical reason for other reasons outside of what was written in the law because the  
13 law changed. The last thing he made a comment on was that if the Founding Fathers at the time  
14 this country was founded, slavery was a common thing. After a lot of fighting and changing over  
15 the laws, slavery was abandoned. There was the right for women to vote and for black people to  
16 vote and become citizens. He stated that the law changes. It is not something that is always  
17 stationary. It evolves all the time. There are technical reasons that are beyond what was in the  
18 box that the law had written that would give you reason in today, 2016, to say we shouldn't do  
19 this.

20

21 Mr. Ernie Gibson stated that he resides in Wysteria. Mr. Gibson stated counselor, in your  
22 deliverance it seems now that this law, communication, is heavily endowed on the side of  
23 industry. Mr. Gibson inquired of Mr. Murphey whether or not he is right on that. Mr. Murphey  
24 stated yes.

25

26 Mr. Gibson inquired of Mr. Murphey why is it that you didn't want to give counsel to this  
27 Administration beforehand, before we ever went through all of these public meetings and we  
28 come in with a consultant who gave us a boilerplate presentation, so to speak, in his opinion.  
29 Why is it we are here tonight? It is a lot of time. It looks like this is more or less cut and dried  
30 even before we got started. Why is it your office didn't give this Administration some guidance  
31 in reference to certainly we cannot win?

32

33 Mr. Murphey stated that he cannot talk about the Attorney/Client communications period. It is a  
34 privilege, no less than the marital privilege. He cannot get into that. What he can tell you is what  
35 he said an hour ago, is that the Village made a lot of efforts to try to get some evidence that  
36 would support a denial. It failed. The fact that a cell tower may catch fire is not a reason to turn  
37 down a cell tower. The fact that a house can catch fire is not a reason to turn down a Building  
38 Permit for a house. Cell towers now are constructed in a manner that they collapse on  
39 themselves. The law requires specific evidence and not generalities. You were asking me to get  
40 into Attorney/Client communications which he cannot do.

41

42 Mr. Veazey stated that if what he thinks most people that have commented on this agree that this  
43 small cell is the wave of the future. He stated probably not too far in the near future that tower is  
44 going to be obsolete. If we have an obsolete structure in the Village, how do we handle that?  
45 Let's say it is a house that has been abandoned and it becomes blight to the neighborhood.  
46 Several years ago in Maynegaitte we had a house that the Village went somewhere and they got it  
47 torn down. Mr. Murphey stated they went to Court.

1 Mr. Veazey stated that if it is a common agreement in the industry that the small cells are the  
2 wave of the future, then they are getting ready to construct something that really is going to have  
3 a very short life. He thinks that might be a new area where something like this could be  
4 challenged. He is not talking about health. The real estate thing he thinks it is questionable from  
5 his own real estate experience, but our expert said it wouldn't have any impact. He stated that the  
6 fact that it is going to be an obsolete structure, that this church will then based upon the Village's  
7 Code Enforcement, this is just something that is there. It is not serving any purpose, is going to  
8 ask to be torn down. Maybe that is an area to explore.

9  
10 Mr. Murphey stated that you are suggesting that the market is going to make this thing passé. If  
11 that's the case, one of the terms of the Agreement in the Proposed Court Order will be if the  
12 facility is not used by a wireless carrier for a period of 12 continuous months, meaning it is  
13 empty for a period of 12-months, it has to come down. If they don't take it down we are entitled  
14 to go to Court to force them to take it down.

15  
16 Mr. Veazey stated that it sounds like they conceded. He doesn't know if that is a Standard in all  
17 contracts or not. Mr. Murphey stated that hopefully it is a forward looking aspect of the  
18 settlement. Mr. Veazey stated that if this new technology is something that is here now, just that  
19 this particular vendor is not using, if the Village wants to pursue this thing and maybe not do it,  
20 maybe that's the avenue that you pursue it on. They have in the contract that they will tear it  
21 down. Then you have to go to Court to get them to tear it down because they are not going to  
22 want to spend their money. Mr. Murphey stated it is in the Proposed Court Order that it is going  
23 to have to be torn down.

24  
25 Mr. Burke stated that Verizon was who one of the potential customers was going to be if they put  
26 it up. Verizon was one of the two major cell phone operators that were selling 100,000 of their  
27 cell phone towers across the United States because they were getting out of this business. Central  
28 Towers was a company that is speculating with the idea that they were going to then go to  
29 somebody like Verizon to collocate Verizon's technology on this tower. He had documentation  
30 for that also. He provided an article to the Board that showed that Verizon was one of the  
31 companies that was divesting themselves of cell phone towers. That's what he was attempting to  
32 do in providing that kind of information.

33  
34 Village President Meyers-Martin stated this is a Public Hearing so one testimony at a time. Mr.  
35 Burke stated that he is done. Mr. Veazey stated that he is done.

36  
37 Mr. George Chandler stated let them build a big tower if the market is there. If you put in all the  
38 little towers the guy can get in there that you were talking to, and they can sell the space for less  
39 money than the guy putting up the big one, then nobody is going to go to the big one and you  
40 won't have anybody. Verizon will go to the small guys and go to the small towers. They don't  
41 need the tower.

42  
43 Mr. Burke stated that was the point. The tower is not necessary because there is a way to do it.

44  
45 Mr. Chandler stated get the little guy in there with the small towers and let them populate the  
46 Village right away. Then you won't need the tower and nobody is going to rent it. He stated the  
47 thing about the market value and stuff like that; he guesses it will be a great Study in three to

1 five-years that the values go down. Can you get Central States to compensate everybody? Give  
2 them some extra money when they don't sell it for more money.  
3

4 Mr. Langon stated being involved with this tower thing; we really don't want it for the Village of  
5 Olympia Fields. It is going to be obsolete technology. We all know that. He needed three men  
6 and a boy to take out a big screen, portable television not long ago. Nobody wanted to take it for  
7 disposal. However, if he read this thing correctly, Central States was only on the hook if it was  
8 not occupied in the first 12-months. It didn't say anything about after that 12-months. He stated  
9 to Mr. Murphey to correct him if he is wrong.  
10

11 Mr. Murphey stated that if it is not used for 12 consecutive months then it comes down. Mr.  
12 Langon stated that wasn't his question. We know for the first 12 consecutive months. Is that in  
13 perpetuity? Mr. Murphey stated yes.  
14

15 Administrator Mekarski inquired of Mr. Murphey whether or not he could comment on this  
16 because he thinks it would give some kind of clarity. Can the Planning and Zoning Commission,  
17 and/or the Board of Trustees essentially go outside of its box and ignore the legal provisions of  
18 the State enabling Code, our local Municipal Code, specifically our Zoning Ordinance, and the  
19 limitations set out by Federal Law? Is that possible to take evidence that doesn't relate to  
20 issuance of the Special Use Permit under the zoning?  
21

22 Mr. Murphey stated that they can take in whatever they want. They can only base their decisions  
23 on the Standards set up by the Ordinance. He stated super impose that on the Standards set up by  
24 the Federal Law for the issue of cell towers.  
25

26 Village President Meyers-Martin stated to take that a step further if, in fact, that was the decision  
27 to do that what are the possible ramifications.  
28

29 Mr. Murphey stated you get sued and you lose. That's the ramifications if you make a decision  
30 that are outside the criteria that you, the Village Board has established in your Zoning Code for  
31 consideration, and as we talked about with this particular law. Remember zoning is a balance  
32 between people's right to use property, which many consider to be a sacred right, and the  
33 government's ability to regulate that use of the property. That is the balance that is struck in  
34 every single Zoning Case. He stated to respond to Mr. Burke's comment about the market; the  
35 Zoning Laws do not prohibit somebody from making an investment back decision that may be a  
36 bad deal in five-years or 10-years. The free market will make that decision. The Village as a  
37 government can build-in protections depending on what happens with the market. We can't deny  
38 somebody the right to open up a store to sell big screen TV's. He stated even though that would  
39 be a fool's errand for somebody to do that. That's not the government's function in the zoning  
40 context.  
41

42 Administrator Mekarski stated so as compelling as the arguments would be for irregular business  
43 decisions, and/or fire hazards, or for example in Europe where cell towers were blocked for  
44 radiation, or environmental impacts, could the Zoning Board and/or the Board of Trustees make  
45 a decision based on that information.  
46

1 Mr. Murphey stated that you asked the same question five-minutes ago. The Board can make  
2 whatever decision it wants. It can be overturned because it is not based on what the law requires  
3 it to be based on.

4  
5 Trustee Pennington stated as well as the fact that we are subject to the specific data that we  
6 presented both at the Planning Commission sector as well as the Board of Trustees, and we are  
7 being governed by those decisions. There is no way we can get around that.

8  
9 Mr. Murphey stated that is correct. Village President Meyers-Martin stated which became part of  
10 the written record that we have to provide. Mr. Murphey stated yes. Mr. Murphey stated in some  
11 of these Zoning Cases the evidence against a Petition is presented from those homeowners who  
12 would be immediately affected by it, meaning the perimeter properties. He stated no such  
13 evidence. That's why the Village Board went above and beyond. He stated \$10,000.00 he thinks  
14 that thing cost to see if some evidence could be put together.

15  
16 Village President Meyers-Martin stated that we did reach out to those homeowners by phone, by  
17 written letter repeatedly.

18  
19 Mr. Veazey stated that you said that zoning is use of land versus the government's right to  
20 regulate. You said that a body could build-in protections. There is something in this deal now  
21 that says if it is not used in 12-months we will take it down. Mr. Murphey stated that's right. Mr.  
22 Veazey inquired what if they are out of business. Mr. Murphey stated if the company is out of  
23 business we still have the right to get a Court Order for us to dismantle it. Mr. Veazey stated but  
24 we would have to pay to dismantle it. He doesn't know how much that would cost. Could it be  
25 built-in that they put up an escrow for the dismantling process? Is that something that could be  
26 done? Mr. Murphey stated that is something that we can take up with them. They could post a  
27 bond of some sort. Mr. Veazey stated that if they are investing in obsolete technology, they  
28 might not be in business. They might be a short-term kind of business and they want to get out  
29 and they will leave everything where it is at. That's a possibility. Mr. Murphey stated that he  
30 doesn't know about the obsolescence issue. Somebody is spending a lot of money to put this  
31 thing up. He will follow-up on the bonding issue.

32  
33 Mr. Burke stated that he also provided a spreadsheet that showed all of the towers that Central  
34 States has in the State of Illinois and Indiana. He stated that two-thirds of them were empty.  
35 They were available. This is a speculative venture. They were hunting and looking for a cell  
36 phone operator to put something up. One of the reasons he thinks that got put in, during the  
37 discussion again, Trustee Pennington, we raised a question what happens if there is some liability  
38 associated with it, and what is going to happen if you have to take it down, because two-thirds of  
39 all their towers are empty. They have not been able to find an actual cell phone operator to put  
40 them up, to "collocate" they call it.

41  
42 Trustee Pennington stated that data was in the presentation. Mr. Burke stated if we decide you  
43 guys are going to go through with this, it looks like it is going to happen, the Lawyer, whoever,  
44 needs to go and change our Ordinances to protect us so this does not happen again. Somebody  
45 should be on top of this right away to make sure that the necessary changes to our zoning that  
46 prevents us wasting all this time that this doesn't happen again.

47



1 Village President Meyers-Martin stated that we have said at past Board Meetings that we are  
2 going back and reviewing all of our Zoning and Planning Ordinances, simply because in 2016  
3 there are issues that face the Village that no one ever dreamed of, no one ever thought would  
4 come forward that you would be facing now. So you do have to go back and review them, and  
5 update them, and make them more relevant to today's society. Even in 2000, even in 2005, these  
6 weren't issues that we were facing as a Village in terms of our vulnerability to technology, which  
7 this is all about in essence.

8  
9 Village President Meyers-Martin inquired whether or not there were any other comments. She  
10 stated that she is going to close the Public Hearing. (The Public Hearing was closed at 8:14 P.M.)  
11 She stated that because there are documents that still have not been presented to this Board for  
12 approval or review, she asked for a Motion to continue this Public Hearing to September 26<sup>th</sup>,  
13 2016, unless the documents have not still been provided.

14  
15 Mr. Murphey stated that we will continue it to the 26<sup>th</sup>. If the documents are not ready we will  
16 roll the hearing over to the first meeting in October.

17 **Motion by Trustee Waite, second by Trustee Gibson to continue this Public Hearing to**  
18 **September 26<sup>th</sup>, 2016.**

19 **Voice Vote: All Ayes Motion Carried.**

20

21 **ADJOURNMENT:**

22

23 **Motion by Trustee Pennington, second by Trustee Gibson to adjourn this Special Meeting**  
24 **of the Board of Trustees at 8:14 P.M.**

25 **Voice Vote: All Ayes Motion Carried.**

26

27 **Respectfully submitted by Faith Stine.**

28

29