

# **KALAMAZOO AREA BUILDING AUTHORITY (KABA)**

## **BOARD MEETING**

**May 19, 2016**

The KABA Board meeting was held at Oshtemo Township Hall. Board Chairperson Deb Everett called the meeting to order at 2:03 PM.

### **KABA Board Members Present:**

**Deb Everett, Chairperson and Oshtemo Township Representative**  
**Carol DeHaan, Secretary and Cooper Township Representative**  
**Ann Nieuwenhuis, Comstock Township Representative**  
**Barney Martlew, At Large Board Member**

**Also present: Robb Krueger of Kreis Enderle Legal Firm; Cooper Township Supervisor Jeff Sorenson; Oshtemo Township Attorney Bill Fahey; Oshtemo Township Supervisor Libby Heiny-Cogswell; Oshtemo Township Assessor Kristine Biddle; Oshtemo Township Treasurer Nancy Culp; Home Builders Association member Bernie Main; KABA Building Official Mike Alwine; KABA Office Manager Jannette Pehlman**

**Recording Secretary and Transcriptionist: Kerrie LeClercq.**

### **What follows is a complete and verbatim transcription of the Board meeting proceedings:**

Ms. Everett - Good afternoon. We'll call the KABA meeting to order for Thursday, May 19<sup>th</sup>. The first business is approval of the agenda. Are there any additions or changes to the agenda?

Ms. Nieuwenhuis – Um, I do know that there is one, ah, operational concern that may need us to do something, and that is the website.

Ms. Everett – So, we'll add that to the list of operational decisions. This may be item D. And I would like to add to the agenda, um, a discussion on what action will need to be taken when the 30 days are up that we're currently in and arrangements to contact an arbitrator. So, I think we'll need to talk about that. Any other additions or corrections? Do I have a motion to approve the agenda?

Ms. DeHaan – So move.

Ms. Nieuwenhuis – Second.

Ms. Everett – We have a motion and support. All in favor?

Multiple voices – Aye.

Ms. Everett – Any opposed? Motion carries. Um, next on the agenda is citizen comments on non-agenda items.

Ms. Nieuwenhuis – Are you going to do the consent...the next...?

Ms. Everett – Oh, I'm sorry. Consent agenda. Sorry. Um, approval of the minutes from April 21<sup>st</sup> and April 28<sup>th</sup>. Does anyone have any corrections?

Ms. Nieuwenhuis – I just have a compliment for Kerrie. That's a lot of work.

Ms. LeClercq – Thank you.

Ms. Everett – I do have just a couple of things. Um, for the minutes from the 28<sup>th</sup>, um, I didn't have ones for the 21<sup>st</sup>. Um, as who was present, um, Oshtemo Township Deputy Clerk is identified. Um, DeAnna was actually here in capacity as Cooper Township Trustee.

Ms. LeClercq – Ok.

Ms. Everett – If you could, if you could change that. And then on, on page 17...when I printed them I had the copy machine put page numbers on them. It was, um, it was during my statement that I read and, um, the term, I had used the term professional rapport and in the minutes it came across as report. So, if you could just...

Mr. Martlew – Which one was that?

Ms. Everett – Um, this was from the 28<sup>th</sup>.

Mr. Martlew – Ok.

Ms. Everett – Does anyone have anything else? Ok. If not, can we have a motion to approve the minutes? Or the consent agenda, I guess?

Ms. DeHaan – I'll make that motion.

Ms. Everett – Ok. Second?

Ms. Nieuwenhuis – Support.

Ms. Everett – We have a motion and support to approve the consent agenda. All those in favor say Aye.

Multiple voices – Aye.

Ms. Everett – Any opposed? Motion carries. Um, next we have citizen comments on non-agenda items.

Mr. Sorenson – Just a point of order, and I just thought of this as you were approving your minutes and the consent agenda. You don't have a full Board and I don't know, I would, I guess, look to the attorneys as to whether you can add agenda items if, at a special Board meeting if you don't have a full Board.

Mr. Krueger – Well, I haven't heard a special agenda meeting, ah, issues. Are you talking about the computer? The website question and [unknown]?

Mr. Sorenson – Well, just anything. I just was asking for point of order, 'cause I know this isn't a regularly scheduled meeting. I know it doesn't say special meeting on the...

Mr. Krueger – There's notice requirements if they're gonna make a decision that's gonna change. I don't think there would be an issue having it on the agenda for discussion purposes.

Mr. Sorenson – Oh, perfect. And, ah, I, this, and we'll be allowed to comment now on other items, if...

Ms. Everett – Mmmmm-hmmm.

Mr. Sorenson – Ok. Very good.

Ms. Everett – Any other public comment? Ok. Um, item number five is continuation of discussion regarding Barney Martlew's request for Board vote on filing a complaint with the Attorney Grievance Commission against Oshtemo Township Attorney James W. Porter tabled from the April 28<sup>th</sup> meeting.

Mr. Martlew – I believe that should be a full Board discussion, and with, ah, George being absent from this meeting, I move that further discussion be postponed until the regularly scheduled meeting of June 9.

Ms. DeHaan – I'll support that.

Ms. Everett – Ok. We have a motion and support to table this item. All in favor?

Multiple voices – Aye.

Ms. Everett – Any opposed? Motion carries.

Mr. Fahey – Can I make one point on that?

Ms. Everett – Yes, sir.

Mr. Fahey – Um, I'm Bill Fahey, and I've been hired by Oshtemo Township to represent the Township in this particular matter. And I just wanted to, ah, make that a, a point of record so everyone realized that Jim is not representing Oshtemo Township in connection with KABA and in KABA matters from this point forward. I have not had any discussions with Jim, so I don't have any secret information that he might have about KABA. In fact, at this point, I don't have very much information at all, but I'm gonna try to get as much information as I can to try to help Oshtemo, ah, deal with the problem with KABA and the other members.

Ms. LeClercq – Can I get the spelling of your last name, please?

Mr. Fahey – Its F as in Frank, A-H-E-Y.

Mr. LeClercq – Ok. Thank you.

Ms. Everett – Thank you, Bill. Um, item number six, operational decisions. A is to, approval to explore relocation costs and bring back recommendations for site lease agreement, furniture purchase agreement and remaining moving costs and I'm not, who's, I'm not sure who's going to present that.

Ms. Nieuwenhuis – I asked to have it on here so that, um, Mike and Jannette could, um, start having a discussion with Board members. Um, we need to be able to find a location, and I believe when we get down to the Supervisor's meeting, ah, discussion is just to be able to explain a little bit of what happened there so you have that, um, update. But, um, we did agree that, that KABA needs to move before we do the, the actual separation, so in order to do that, they've got to have permission from the Board to be able to explore and I guess, give them some leeway as to what you're looking for or what you're willing to do. So, um, and then, if they move, when we move, we're going to have to buy furniture and there's going to be other costs, such as moving the furniture, so just trying to be able to give them the leeway that they need.

Ms. Everett – Ok. Would you be able to, or, regularly scheduled meeting is June 9<sup>th</sup>. Would the, would you be possible to have, um, some information by that meeting date?

Mr. Alwine – Yeah, we should. Hopefully, we will have some. We, we'll have to nail down a, a location and I believe the Board would have to, the Board would have to vote on which one we'd choose. We'd have to negotiate a lease agreement. Um, we will bring what we, what we have. We are obviously working feverishly to get it accomplished.

Ms. Everett – Ok.

Ms. Nieuwenhuis – But I guess what I'm asking is, is the Board, ah, able to say whether or not they would allow KABA to move forward with a lease agreement? There's no point in spending a lot of time if, indeed, you're gonna say no, you're not gonna sign it.

Ms. Everett – No, I'm...no, I think that's what, what, that's what needs to happen.

Ms. Nieuwenhuis – Ok.

Ms. Everett – They do need to start looking.

Ms. Nieuwenhuis – Well, then, then, I would make a motion that, um, that we're requesting that the KABA Board, um, approve by the motion that, ah, the KABA Administration can move forward with exploring relocation.

Mr. Martlew – I'll support that motion.

Ms. Everett – We have a motion and support for that. Any comments? Jeff?

Mr. Sorenson – The only comment, I think, in the best of all of us, in the best interest of all of our local units is that when we do look for a place, that we, and, go to furnish it and so forth, there are, ah, companies in this town that have furnished our offices with used and refurbished equipment that's very nice and that's held up a long time. I've had stuff that I've had for almost fifteen years that looks brand new still and I would hope that we would look at saving some money and being as frugal as we could be. That's the only comment I have.

Mr. Main – Is there an, an area in the city that you're looking, [unknown] that you're looking to locate the new office or are you just [unknown] from each?

Ms. Nieuwenhuis – Um, Kalamazoo and, ah, Comstock need to take it to both of the Boards to be able to get approval, but the discussion is that we would be together. Um, there may be other entities who are interested in joining, but at this time, what we're looking for is that, so, as long as it's not in one of the Municipal buildings, anything would be better.

Mr. Main – I, I just wondered if it was, like, in the northeast corner of the city, because that's where the jurisdictions its serving right now is.

Ms. Nieuwenhuis – No, I think we've been looking more for a central piece, because the whole idea, and we're gonna keep the name, and the idea is to be able to grow the Kalamazoo Area Building Authority. Um, and so, we would hope that other Municipalities would join. And Oshtemo and Cooper would always be willing, or we'd have an invitation if they wanted to rejoin.

Mr. Main – Ok.

Ms. Everett – Any other comments on that? Ok. Um, alright, so we have a motion and, did we vote on that?

Ms. Nieuwenhuis – No.

Ms. Everett – No. We have a motion and support to authorize the KABA Administration to start looking for another location and the costs associated with that.

Ms. Nieuwenhuis – And to bring back a lease agreement.

Ms. Everett – And bring back an agreement for the KABA Board to approve. All those in favor?

Multiple voices – Aye.

Ms. Everett – Any opposed? Motion carries.

Ms. Nieuwenhuis – I would say that, um, from the furniture standpoint, we were gonna go with the same company that had already being working here at Oshtemo. It's who Comstock has used. We've already started having conversations, um, about whether we would buy new or refurbish, so, um, and certainly we would make sure that we were making the best choices possible.

Ms. DeHaan – What company is that?

Ms. Nieuwenhuis – Um, Interstate Interiors. And they're very, um, aware of what KABA needs, because that's who was actually working with them, so, the owner has agreed to have the same staff person work, who was working with you.

Ms. Everett – Oh. She's great.

Ms. Nieuwenhuis – She is very good, and that's who worked with us.

Ms. Everett – Alright. Next item is a status report from the Supervisor’s meeting that was held on May 11<sup>th</sup>. I don’t know who’s going to report...

Ms. Nieuwenhuis – I am.

Ms. Everett – Ok.

Ms. Nieuwenhuis – Um, and, ah, Supervisor from Oshtemo and Cooper is here, the Supervisor from Kalamazoo Township was unable to make it. Ah, we met for about an hour, um, and being able to talk. Um, I, I think we had hoped that there would be able to be some discussion about whether or not it was possible to be able to mend, but, um, the Oshtemo Supervisor made it quite clear that she was not interested in having that conversation, um, and wanted to continue to proceed, um, with where we’re at in moving ahead. So, um, the discussion has been to have Roxanne Seeber, and there was an agreement among the four Supervisors, to have her start to create an Addendum to the Intergovernmental Agreement that would allow for separation. So, ah, I believe Roxanne has started putting a draft together, and the Supervisors have another meeting next Wednesday at 2:30 at K Township, um, where we’ll be coming to...

Mr. Sorenson – Is it 2:30? [unknown]...

Ms. Nieuwenhuis – 10:30, 10:30.

Mr. Sorenson – After, ah, after...

Ms. Nieuwenhuis – [unknown] Yeah. 10:30. Um, to be able to take a look at the first draft and I believe that, that there is a first draft that was sent to Ron Reid today. I’ve not seen it, but, um, I did talk to Ron, so, um, that was the piece of where we were and I think the agreement was, there among the four of us, um, that we would not use the dispute arbitration piece, that it was pointless, um, that in thirty days you cannot even get an arbitrator, let alone come to that and since it was non-binding, so...I’m not sure from an attorney’s standpoint what that means, but that was my, um, understanding...

Mr. Sorenson – I’m not sure what you heard, but that’s not...

Ms. Heiny-Cogswell – Yeah, I, when you’re done, I’ve got notes that I’d like to...

Mr. Sorenson – I’m sorry, I didn’t mean to interrupt.

Ms. Everett – Yup, go ahead.

Mr. Krueger – Are you asking for an opinion on...

Ms. Nieuwenhuis – Yes, yes. So, my, my thought was that when, when we were talking about that, that none of us have the authority to be able to do that. That that would have to go through a Township Board, as members.

Mr. Krueger – Well, if a Board has made a request through the Township for arbitration, in order for that to be withdrawn, I think it would have to be voted on by that Board and withdrawn. I would say that because of how the Agreement was drafted it’s very unclear as to how long different steps in the

process take, which would lend itself to probably more confusion, costs, things like that. So, if there's a effort afoot, um, to kind of come up with a provision to the Agreement that may allow some of the Townships to get out, it may make sense to go back to the Township Boards and ask to retract or, ah, cancel the request for arbitration so that you could get that second process done. Um, because you could always reinstate it and start a thirty day thing going, if it turns out that the parties aren't able to make there, um, um, differences undone. I will say there was a separate issue, there were two letters, I believe, and one, one dealt with the dissolution and a second dealt with the Jim Porter matter and I provided a, an opinion letter to Mike that you can't, the arbitration provision doesn't involve Mr. Porter, and so it's not a subject of the Agreement. It wouldn't therefore be binding for any kind of arbitration. You can't force people to arbitrate over a, a claim against their attorney anyway, so...I mean, that's a separate issue, but just so I'm clarifying, I think that the arbitration issue probably should be more focused on what do we do in light of the fact that we're asking for dissolution and now maybe we're considering something different than dissolution and probably the best thing would be just go back to the Boards at the Township level and ask, you know, can we, we've, we've got a different path, can we retract our request for arbitration?

Ms. Nieuwenhuis – The other piece that was there was from Oshtemo and Cooper Township Supervisors, was a request, um, to minimize any cost that would be coming to KABA, so, um, things like arbitration or having all the attorneys come and everything was going to just eat away at the profits. Um, and then there was some discussion as to percentages that people would like to be able to get. I do know that the Kalamazoo Township Supervisor had indicated that if we were writing an Addendum to the Intergovernmental Agreement, in the best case scenario for KABA, when it was first being created, in the Separation Agreement, there would be a penalty for anyone leaving early. Um, now, not saying that we would put that in place, but quite honestly, if we're gonna change the Intergovernmental Agreement, we do need to, we have a fiduciary responsibility to make sure that it is in the best interest of KABA. So, um, there was no decision on that, and again, I think the thing that's important is to remember that the four Supervisors coming together to be able to have that, are doing it in an informal basis and have absolutely no authority to be able to make a decision without taking it back to a Township Board.

Ms. Everett – Libby, did you have some comments?

Ms. Heiny-Cogswell – Thank you. Um, I took some notes from our meeting [unknown]. Um, ah, during the meeting Jeff asked that all parties set a tone to work amicably to separate. So, you know, that's my authority from my Board is to work with KABA to separate, so that's what I need to work toward. Um, and then, um, I stated that arbitration would occur after May 25<sup>th</sup> if the parties can't come to the agreement on the dispute and, um, she conveyed and Ron and others concurred that the arbitration would take a lot of attorney resources and would be non-binding, so it may not accomplish the separation, but there was no request to put the arbitration process aside. I just want to be clear that Oshtemo did not request to set that aside. So, that still needs to go forward. Hopefully, hopefully, through the process that we agreed that, um, Roxanne Seeber would draft a Separation Agreement and that it would move in parallel with any Amendment to the Interlocal Agreement. That that, the separation terms would be defined at the same time and they would both be together. And that, I think it's also important to note that, that she was going to draft it and then distribute it to the attorneys for all four units and that when we come back together on the 25<sup>th</sup>, we were hoping to have the input from all four of those unit attorneys so that we would, we have something substantial next week, next Wednesday, that we are talking about. So, so I don't know if...Ann, you said you talked to Ron. Does, is he getting both of those pieces moved forward from Roxanne?

Ms. Nieuwenhuis – I don't know. I don't know.

Ms. Heiny-Cogswell – 'Cause we're, I mean, we're...

Ms. Nieuwenhuis – When you say both pieces, I'm not sure what you're talking about, both pieces.

Mr. Sorenson – The Amendment and the Separation...

Ms. Heiny-Cogswell – Well, there was a request at the, early in the meeting to do an Amendment to the Interlocal Agreement that KABA has to define the terms of separation. Then at the end of our Supervisor's discussion, we clarified, sure that's fine, work on that, but at the same time we, we need the separation terms drafted for Oshtemo and/or Cooper. So, both of those things need to go forward at the same time.

Ms. Nieuwenhuis – I'm not sure...I don't know if Ron understands that, as far as for those two. I, I was aware that you, I heard you ask for an Amendment to the Intergovernmental Agreement.

Ms. Heiny-Cogswell – No, I clarified at the end.

Mr. Nieuwenhuis – That may be something...

Ms. Heiny-Cogswell – We needed both things.

Ms. Nieuwenhuis – That may be something that you need to, ah, to check with Ron. He was the one who was gonna handle that, not, not me.

Mr. Fahey – I got the, I, I did get a email from Ron. He, he clearly understands that.

Ms. Heiny-Cogswell – Ok.

Mr. Fahey – He clearly understands there's two pieces. Um, Roxanne is putting them together. I've been in communication with Roxanne, asking that when she does have a draft, I'd like to see it for Oshtemo, but I just checked my email, I haven't seen it yet.

Ms. Nieuwenhuis – I don't think it's, I, I don't think it's done. Our, our attorney hasn't seen it either, so...and I would assume all four attorneys would get it at the same time.

Ms. Heiny-Cogswell – And I'd like to end by saying that all parties, that all four Supervisors agreed that maintenance and building inspection service quality is paramount and, you know, we're all gonna work together to, so it's seamless for the customers.

Ms. Everett – So, that kinda leads us to the discussion of, since we don't know when anyone's gonna see the Separation Agreement, have a chance to look at it, and you guys are meeting next week, um, it sounds like there may not be anything decided by the, the thirty day, when the thirty days are up. So, we need to talk about, I think, what are we gonna do at the end of those thirty days? According to the Agreement, we need to go into arbitration.

Mr. Martlew – Well, it seems to me, Libby has just said that everybody wants to work together.



Ms. Everett – Mmmmm-hmmm.

Mr. Martlew - So, the prudent thing to do is for Oshtemo to remove their request or demand for arbitration until there is more information available.

Mr. Sorenson – That’s a Board decision.

Ms. Heiny-Cogswell – Yeah, it’s a Board decision. And I think we need to keep moving on the Separation Agreement. I think that’s what will derail the arbitration process. Having that agreement in place so we know where we’re going. And at that point, once we know where we’re going, having that aside.

Ms. Nieuwenhuis – Well, in order to be able to continue with that, then in good faith we need to start calling in arbitration and all that is spending money. And then, indeed, if it’s not going to be necessary, why would we move forward? It seems to me if there is some way for us to be able to get an extension, we’re trying to do this as fast as we can. Um, and thirty days, I think, in the way that the contract was written, was a ridiculous number. I don’t know where that came from. That’s pre-me. But thirty days you can’t even get an arbitrator, let alone be able to have something arbitrated. So, um, it seems to me that we need an extension on that or we’re just going to be asking staff to be able to be able to be working on something that I’ve already heard would probably not be used. And we’ve got enough going on where we have, this is the busy part of the season.

Ms. Everett – Do we have any expectations of, um, since Kalamazoo Township’s not here, has anyone heard what, at what point we are with the, um, Separation Agreement? Is, I mean, Roxanne’s supposed to be working on a draft, has anybody heard that that’s...?

Ms. Nieuwenhuis – That, the idea is the draft is supposed to be coming to us on the 25<sup>th</sup>. I don’t have a Board Meeting...

Ms. Everett – Oh, I thought we were gonna have...

Ms. Nieuwenhuis - My next Board Meeting isn’t until June 6<sup>th</sup>. So there’s, I mean, I can’t, I’m not gonna pull a special Board Meeting together.

Ms. Everett – No, I understand. I was, I guess I was under the assumption that the Agreement would be, the draft was going to be presented before the Supervisors met again, so that you would have some idea going into that next meeting that you all are going to have of, you know, where things were.

Ms. Nieuwenhuis – Ok, well...

Ms. Everett – Maybe that was...

Ms. Nieuwenhuis – Today is...

Ms. Everett – Maybe that was not my...

Ms. Nieuwenhuis – Today is Thursday. I do not have it. I do not know what our attorney’s schedule is, but tomorrow’s Friday and then we’re meeting on Wednesday. So I can’t guarantee you that we’re

going to have, you know, be able to have a complete conversation. And then it still has to go in front of my Board, and our Board Meeting isn't until the 6<sup>th</sup>.

Mr. Krueger – Can, can I make a comment? And I'm gonna go back to read the Agreement, so everybody can hear what I'm talking about. In the event of any dispute arises between the participating local units and/or the Authority which cannot amicably be resolved by the parties, within thirty days of the notice of the dispute the same will be submitted to non-binding, non-binding arbitration conducted expeditiously. Ok, that doesn't say that the arbitration has to be conducted within thirty days...

Mr. Fahey – That's correct.

Mr. Krueger – It has to be submitted. And, going back to the language, it doesn't say how long you have to pick arbitrators...

Ms. Nieuwenhuis – Ok.

Mr. Krueger – It just has to be submitted. So, if there's not going to be a withdrawal, you get kind of this grey area of how long do you have to submit it? How long do you have to pick arbitrators? I was just suggesting that it probably doesn't, given that you can restart it with thirty days' notice again, it probably doesn't make a lot of sense to pay me or other attorneys to figure out what all of this language means, if there's kind of a general understanding that we're gonna try something else, until we've tried something else. Now, I don't disagree with the Supervisor that if, you know, if we're gonna take three months to hand over a document saying here's how we that that we might want to dissolve, that's probably not fair, either. So, we have to be expeditious in trying to come up with a solution, but you also have to be practical from the standpoint of, of the object, which I was told was to save money and say, well maybe we'll just withdraw this, if we can get our Board to approve the withdrawal, and then we'll go forward. Because you can't have one hanging, you know, one thing over the other's head because you're just gonna end up getting back to attorney's spending money. So, it doesn't have to be completed within thirty days, that's not what the document says. It says started.

Mr. Fahey – The key is, is expeditiously. That's as specific as that Agreement gets. Um, if, for whatever reason, Oshtemo does decides it wants to continue, the appropriate thing for everyone would be, after the 25<sup>th</sup>, each of the Townships should pick an arbitrator and KABA should pick an arbitrator. That's the way it's set up. And then those arbitrators will conduct an arbitration to try to resolve the issue. And if they can't resolve it, then you've tried arbitration and then the parties are gonna have to try whatever else might be out there to get a result. But, I, I mean, ultimately the arbitration may look a lot like the Agreement that we're trying to reach. Right? Um, the, the arbitration is just a very, it's a formal proceeding, as I understand it. I think Oshtemo wants things to move expeditiously and that's why Oshtemo is, at this point, insisting on the arbitration going forward. Um, and I think if everyone else works expeditiously, we'll, we'll get there.

Ms. Everett – Well, I mean, yeah, I mean, my hope was that when this Separation Agreement that, um, K Township's attorney is working on, my hope was that that document alone would address...

Ms. DeHaan – Take care of it.

Ms. Everett – Yeah, address everything and, and that would be our, that would be our ticket to move on. So...

Ms. Nieuwenhuis – I think that, that is the, the purpose, but I'm just saying that the time in order to get it done and get it...so, I've never picked an arbitrator or anything that's involved, so what all do we have to do?

Mr. Krueger – Well, that, that's another issue. The Agreement doesn't set forth exactly the process. Normally you would go under the American Arbitration Association. That's not referenced in the Agreement. That could be a method to do something, however that doesn't, they don't have a normal, ah, process. There's different processes depending on who you are. They have one for the construction industry, they have one for other industries. I'm not even sure if they have one for municipalities, so...

Mr. Fahey – And, and this doesn't really reference AAA...

Mr. Krueger – That's right. And so there's no rules and regulations on how this particular arbitration, ah, is conducted other than the term expeditiously.

Mr. Fahey – Right. And, there's no requirement that the arbitrators be attorneys. There's no reason that each unit couldn't appoint someone other person other than an attorney who would get...five people, basically, who would get together and try to work it out. And if they can work it out, great. So, the whole idea of the expensive attorneys may be a red herring, because you don't necessarily have to have attorneys for this.

Mr. Sorenson – The Agreement we get might settle everything, too. I mean, I'm hoping that's the case...

Mr. Fahey – Right.

Mr. Sorenson - But we'll see something on Wednesday.

Ms. Everett – Well, that was, that was my hope, too, and I, that's why I'm kinda looking to the Supervisors who were involved in the meeting as to, you know, are you encouraged, are you, are you, did you walk out of that meeting thinking we're gonna be able to get this done in thirty days? We're gonna come up with an Agreement that everyone can live with or did you walk out thinking...

Mr. Sorenson – I, I did...

Ms. Everett – This, this is gonna take...

Mr. Sorenson – I think we all could work together, absolutely.

Ms. Everett – Is that the sentiment that you've...I mean, Ann, is that how you felt?

Ms. Nieuwenhuis – I think that we want to work together, but I can't speak for my Board. Um, there's, you know, the Board has a lot of questions and the Board is concerned about the welfare of KABA and where it's going and how it's going to continue and, um, so, I mean, I, I can't say whether I'm going to approve it or not. I'm just one of seven votes.

Ms. Everett – Well, I was just trying to gauge if the, what the atmosphere was when you all met. I mean, sometimes you can have a feeling one way or the other. Is it, is it, are we being productive or are we wasting our time? I guess that's what I'm kinda...

Mr. Sorenson – Find out on Wednesday, here, when we get something to read.

Ms. Everett – Yeah. Um, I mean, I wouldn't be opposed to going past the thirty days if what we get on the 25<sup>th</sup> looks promising as far as moving this along...

Ms. DeHaan – Mmmmm-hmmm.

Ms. Everett – The way we'd like it to, so...

Ms. DeHaan – I agree with that.

Ms. Everett – So, I mean, I guess at this point, I would be willing to say that I would support a wait and, let's wait and see what we give on, get on the 25<sup>th</sup>. And then we meet again on June 9<sup>th</sup>.

Mr. Krueger - Well, [unknown] make a point, I think that's a good idea. The problem is, and that's what we're kinda running into on a lot of these things is because there's different Townships involved, they're the parties of the Agreement and the dispute is amongst them...

Ms. Everett – Mmmmm-hmmm.

Mr. Krueger - So while KABA may think this is a good idea about changing the Agreement and that is a good idea about changing the Agreement, it is really Mr. Fahey and the, ah, the Township attorneys that should be maybe discussing, you could do something like a tolling agreement that says we're gonna agree to try and work this out without withdrawing our arbitration request for this many days. Something like that could be done. I don't know if that's necessary, but that, really a decision has to be made outside of this Board, I think.

Ms. DeHaan – So when, your meeting's the second Monday?

Ms. Everett – No, and I'm...Libby, you can correct me if I'm wrong, but I, I don't have the feeling that we have to go back to our Board. Our Board gave us direction.

Ms. Heiny-Cogswell – On the separation.

Ms. Everett – To separate from KABA. That's what...

Mr. Sorenson – Both our Boards did that.

Ms. Everett – The vote was, that was the vote. So I don't feel like we need to go back to our Board with, to have something else approved.

Ms. Nieuwenhuis – I think you do have to, because the Intergovernmental Agreement was signed, was approved by all four Townships. We are talking about amending the Intergovernmental Agreement.

Mr. Krueger – Yeah, but they could have had something in a meeting that, that we don't know about that would have allowed them some flexibility and their attorney can guide them as to whether or not that's true or not true.

Ms. Nieuwenhuis – Well, Comstock hasn't done anything, so it would have to go to the Comstock Board. And I, and Kalamazoo has not done anything about wanting to amend the Intergovernmental Agreement. So I know there's at least two Townships...

Mr. Sorenson – You're right.

Ms. Nieuwenhuis – That have not amended it, and I don't know when K Township's Board Meetings are. They're on Monday nights...

Mr. Fahey – They'll have one, they'll have one in June. Probably...

Ms. Nieuwenhuis – Right.

Mr. Fahey – Probably early June...

Ms. Nieuwenhuis – Right. But I'm just saying...

Mr. Fahey – So we'll have a meeting on the 25<sup>th</sup>. We'll probably know more then about where we stand. And then, and that's also the thirty days? Is that the significance of the...?

Multiple voices – Yeah.

Mr. Fahey – Ok. So then I guess the next step after that if, if, ah, Oshtemo decides that it wants to continue along the lines of an arbitration, then each of the Townships will have to pick an arbitrator, and KABA one, an arbitrator. So if you're gonna, the next KABA Meeting's on the 9<sup>th</sup>. I guess, if we're not able to resolve something before then, then the next thing you would do is, is pick your arbitrator that day.

Ms. Nieuwenhuis – So, can we say that where we are right now is that for the June 9<sup>th</sup> Agenda, that one of the topics on there would be to discuss arbitration?

Ms. Everett – Right, depending on what that Agreement looks like that you all will get on the 25<sup>th</sup>. Is everyone comfortable with that? Does anybody else have any comments about that?

Ms. Heiny-Cogswell – You asked me a question about going back to our Board and I think you're right. I think any Separation Agreement has to go back to our Board.

Ms. Everett – Right.

Ms. Heiny-Cogswell – Yeah.

Ms. Everett – Right.

Mr. Sorenson – Yes. Any [unknown].

Ms. Everett – Right. Right. I was just, I was just referring to the, the negotiation process.

Mr. Sorenson – Correct.

Ms. Everett – Because the Board did direct that.

Mr. Sorenson – But I also understand why Comstock and Kalamazoo Township haven't had that discussion...

Ms. Everett – Right.

Mr. Sorenson - So they would not really have...

Ms. Everett – Correct. I understand that.

Mr. Krueger – If it, if it helps [unknown] guide...If I called today and said I want to do an arbitration, I would probably be looking at somewhere between 60 days or, or, or out in order to conduct the arbitration. Usually when you get an arbitrator you have some processes, meetings with the arbitrator, things like that. Again, that's not in this Agreement, so I'm not giving you a, a fixed date, but you, even if you pick an arbitrator on a particular date, you're not gonna be done with the process that day or even sometime quickly in the future. You just have to do it expeditiously.

Ms. Everett – So is everyone, everyone clear and comfortable with where we are with this? Ok. Um, so we've kind of, I guess we've exhausted that, that item. Um, next on the agenda is discussion of the permit fee reduction and alteration. I think Mike sent out some information earlier.

Mr. Alwine – Yeah, I've got some, I've got some updated information and this is not, um, this is preliminary but this is, gives us a good idea where we're at. Ah, this fee schedule, this proposal is what I arrived at in researching KABA's last three years of operation. And Barney's been gracious enough to volunteer his time to put a second set of eyes on it, as well, to, ah, look at just, just to get another, an objective opinion on it, because he's had experience with this. Um, 'cause the method that these fees are created from takes into consideration the total annual construction value of all of the communities served by KABA and KABA's annual operating expenses. Being that KABA is a non-profit entity, this method of permit fee scheduling is ideal. And this, the method that I am using is approved through the International Code Council and it's something that they provide nationally, and they, they update their square foot construction cost calculator biannually to keep track of the construction costs. Um, obviously impending changes to KABA in the near future will affect both of these numbers, but it is my belief that once we adopt a new fee schedule, we can review it in a year and see whether they need to be raised or lowered accordingly. In fact, I think it would be a sound policy move to perform annual permit fee reviews to ensure we're operating at the proper levels. This initial fee reduction will entice future jurisdictions to participate, and the annual permit fee review will also show that we actively monitor our fees to ensure the best possible pricing for our residents. Once Barney has concluded his research, he and I will look at the fee schedule, make any changes if necessary, and I'll have a proposal to you within the month.

Ms. Everett – This was, so you used the formula that the ICC...I read your email with how you arrived at it. That, that's the way the Oshtemo fees were always calculated pre-KABA. That was the formula we always used, so, it made, it made sense.

Ms. Nieuwenhuis – But in the proposal that you're making, are you indicating that Commercial permit fees would be the same as Residential permit fees? That's, these numbers here are the same.

Mr. Alwine – Yes. That’s how the permit fee multiplier is.

Ms. Nieuwenhuis – Ah, in the past, when, when we joined, there, I know there was a big difference in Oshtemo...Libby, there was a difference, and I can’t remember...there were some of your fees that were higher, if they were Residential or Commercial, my understanding wasn’t for Comstock, and that there was some discussion in that. And I, I was not part of the initial group as to how the fees were going to be arrived at.

Ms. Heiny-Cogswell – That was after KABA was launched and I was not a part of that, either.

Ms. Nieuwenhuis – Jeff, were you a part of that?

Mr. Sorenson – No.

Ms. Everett – Chad, it was Chad Meintz and, um, um...

Mr. Sorenson – Yeah. Chad worked real hard on that, I think, too...

Ms. Heiny-Cogswell – Yeah.

Mr. Sorenson - But I can’t remember what the...

Ms. Everett – Yeah, I can’t remember who else was in the group, but it was...

Ms. DeHaan – Lee.

Ms. Heiny-Cogswell – I think it was pretty much Lee that was...

Ms. Everett – Maybe. I wasn’t involved really at that...

Ms. DeHaan – I wasn’t, either, but I’m wondering if it was Lee.

Ms. Everett – I wasn’t involved with KABA at that point, either, so I can’t remember. I know Chad Meintz did a lot of the...

Mr. Sorenson – I was at a lot of the earlier meetings prior to it being formed, but I, I can’t remember what the...

Ms. Everett – And I believe they took all of the, the three jurisdictions who were joining at the time, they took all of those schedules and looked at them, and then...

Mr. Sorenson – I don’t think ours were really a part of the mix at the time.

Ms. Everett – Not at the time, no.

Ms. Nieuwenhuis – But I know there was some adjustment because as there was push back from residents and Commercial, there was a part of where we were at for those fees, so I’m just giving you some history, um...

Mr. Alwine – And the ICC accommodates the increased fee, I guess you would say, for Commercial work because the square foot cost construction cost calculator is based upon building type and use group...

Ms. Nieuwenhuis – Ok.

Mr. Alwine – So the type of materials that is used, the methods used for the structure, and then the type of structure, whether it's an institutional, whether it's an assembly, whether it would be an educational or a business group. So that, that's accommodated in the calculating of the actual construction value.

Ms. Nieuwenhuis – Ok.

Mr. Alwine – But, if you'll see, the, the largest reduction is from the \$100,000 construction value and down and that is, at \$100,000, the current permit fee is \$901.00. The proposed fee would be \$570.00. Now, in 2014, 91% of the volume of Residential permits were under \$100,000. So that would affect the largest majority of...

Ms. Nieuwenhuis – Right.

Mr. Alwine - The residents in each jurisdiction. And they varied amongst the Townships. That number, that percentage of the volume of permits for each Township was between 85 and 94-95%. Of the volume, not the value, but the volume of permits...

Ms. DeHaan – Mmmmm-hmmm.

Mr. Alwine - For Residential, was under the \$100,000 mark. Um, and as you can see, it starts to level out at about the \$500,000 mark. That fee is \$2,901.00 and the, the current fee, and the proposed fee would be \$2,850.00. Once you get above that, then the proposed fees would be higher, but what that indicates is, the proposed fees are a set percentage of the construction value, so regardless of the construction value, they're paying a percentage of the value, whereas with the current one, the lower the construction value, the much higher percentage of the construction value they're paying in fees.

Ms. Everett – I just put a little, a chart together about what the, how, what the percentages in decrease and increase were, so...

Ms. Nieuwenhuis – Do you have copies of that?

Ms. Everett – Well, I don't have...

Ms. DeHaan – Residential looks to me to be correct, Commercial is a little different.

Ms. Everett – The Commercial fees that you just handed out are different than the ones that were in your email, which I used.

Mr. Alwine – And that was just a, that was, I had done research up until this point. What happened was, I used a manual budget that we'd had, that, here...

Ms. Everett – Uh-huh.



Mr. Alwine – And the numbers were not accurate. So I could not, I couldn't get accurate operating expenses off of this manual budget. So I had Kerrie actually print off profit and loss statements for the last three years about of Quickbooks. 'Cause even though some of those expenses are not in the right locations, at least we had all of the operating expenses for the year.

Ms. Everett – Right. 'Cause I just took the, what, the increase or decrease and figured out what percentage it was gonna be. Um, but yeah, some of the, the Commercial numbers are not the same as what were on that originally.

Mr. Alwine – And that's why.

Ms. Everett – So. Ok. That's fine.

Mr. Alwine – That's why.

Ms. Everett – So my chart's...

Mr. Alwine - Because the...

Ms. Everett – So my chart's a little off.

Mr. Alwine – The annual budget that I had to work with...

Ms. DeHaan – But it's gonna be a bigger percent of decrease, a larger decrease than what...

Ms. Everett – Well, this actually is an increase.

Ms. DeHaan – So let's look a little [unknown]...

Ms. Nieuwenhuis – You're not asking us to adopt it, Mike?

Mr. Alwine – No, no.

Ms. Nieuwenhuis – I guess the concern that I is, um, in the middle of a year, in the middle of the season, to want to change fees may cause problems and what are we gonna do for somebody who paid so much for a building permit fee in the previous six months, and then, and then we lower it? I really applaud what you've done and this is something that we had been asking for a long time, um, so I think that it's great and I would certainly look at it, but I think we have to give some thought as to when we would adopt these...and, and Bernie had a question.

Mr. Main – If I recall, I think you should check the State statute, too, because the cost of fees are supposed to be based on the cost of operating the department, not the value of the work, I don't think value based fees are legal in Michigan.

Mr. Alwine – It is, the, the ICC, what it, how it works is, it uses the construction value to, as a, as a base line and then it's a, you use, you use the construction value and then the building department's operating expenses to come up with a multiplier that you then use for the construction value.

Mr. Main – I would, I would check the Public Act because of, just so you don't get [unknown].

Mr. Alwine – Well, the State uses the, the State uses the square foot construction cost calculator to determine a construction value. That's how the State itself does it.

Mr. Fahey – Believe it or not, you guys are both right. And, and here's why. You're, he's right that you can use, um, the value of the construction to, to compute the fees, but you have to have a adjustment factor on that value that is appropriate so that the final result is what it actually costs. But that doesn't have to be on each permit, that has to be across the, across your budget.

Mr. Alwine – And that's how the, that's how the ICC's recommended procedure is, is it take the, you, you divide the operating expenses for, the annual operating expenses of the building department into the annual construction value and that's how you arrive at that. And that's what it's for, is, it's, ah, it's to be a wash, for lack of a better term. They go a little further and they say that the percentage of the, they take the annual operative expenses based upon the percentage of permit revenue that the building department supports. In other words, if the permits don't support 100% of the building department, but 75% and then the jurisdiction pays for 25% of the building department, then they figure those fees in at 75% of the operating expenses. Or, if it's completely self-sufficient, then it's 100% of the annual operating expenses.

Ms. Everett – So, you want to bring this back to...?

Mr. Alwine – Yeah, this was just to, ah, just to keep you informed that this is what we're working on and that we will be coming up with something once we have more accurate numbers. There may be some changes to it but that's, like I said, that's why I have somebody else looking at it, as well.

Ms. Everett – Ok. Does anyone else have any questions about that? Ok, so we are onto KABA Board Member Comments...

Ms. DeHaan – The Website.

Ms. Everett – Oh, I'm sorry. We added the website issues under operational decisions. Ann, do you know...?

Ms. Nieuwenhuis – Well, there, there's a problem with the website and, um, I, I mentioned it a couple of times and Jannette is not having any success in working with who Ed had set up to be the webmaster. Um, and our minutes are not on there, our meeting postings aren't on there, I'm concerned that we could have some, I don't know where we are with FOIA or any of that kind of stuff, and they continue to be making contact and they don't hear anything from him, so, I mean, can we go and get somebody...I don't even know what Ed had set up. I don't believe we have a contract, do we?

Ms. Poehlman – Um, we do. Um, and it, it's not....and, and Petur, he's a good guy, but I think he's semi-retired or retired so it's hard to get ahold of him and the, the website is not user friendly. So, um, what I would like to, if, with your permission is one of two things. If we're gonna continue using Petur, because his fees are not, I think are very fair, that we get a different website so that I can do the work without his assistance all the time because he can't always be available. So, you know, his fees are fair and all that, it's just, um, again, if we're gonna keep him, I need a, a user-friendly website or if we're gonna not keep

him and keep a difficult to work with website, you know, either way, I just kinda, it's gotta be one way or the other, so that...

Ms. Everett – Sure.

Ms. Poehlman – We can keep the information updated easily.

Ms. Everett – Are you relying on him solely to put things on the website and keep it updated? You're not, you're not able to do any of that in house?

Ms. Poehlman – They have in the past and, um, used him solely. And then, I tried to, it's just not user friendly. I'll get one form updated and then it won't work. And then, a lot of, this website there's a lot of code that has to be...um, techy code.

Ms. Everett – Oh.

Ms. Poehlman – So it's not made for the layman to use.

Ms. Everett – Oh, ok.

Ms. Poehlman – Um, so, obviously it's, I don't know how to overcome some of the obstacles with uploading documents with this website. Um, so...

Ms. Everett – So, are you interested in looking for a new website vendor?

Ms. Poehlman – I, I either need to get a new vendor, um, that is available more often for us, for questions, or I need, if we're gonna keep Petur, we need a different website that I can manage. One of the two.

Ms. Everett – Ok.

Ms. DeHaan – We use Lund & Lund in Otsego. We've been very happy with them. They're very fair priced.

Ms. Poehlman – What's the name again?

Ms. DeHaan – Lund & Lund. L-U-N-D.

Ms. Poehlman – Ok.

Mr. Krueger – Could I make a comment? When you switch websites, you have to be very careful to read how you switch it and what's gonna happen with the website. Because oftentimes the, the person that carries the server, they'll switch the domain name into their name and then they'll do things for you and won't give that stuff back to you unless you pay whatever they think the fee is. So, if you're with someone now and you, and you kind of have an understanding what the fees are, if you get into something new, make sure you understand what you're getting into before you get into it, because if you switch the domain name to somebody else and you give them control of it, there's a lot of, ah, litigation over that in the last to-15 years.

Ms. Poehlman – Ok. Yeah.

Ms. DeHaan – You probably also should...I mean, do you guys use IT Right for your support?

Ms. Poehlman – We do, yep.

Ms. DeHaan – Well, they will do website work, also, so...

Ms. Poehlman – They own the domain name.

Ms. Everett – They were, originally, doing the website, weren't they?

Ms. Poehlman – They were?

Ms. Everett – Isn't that who it was set up with to begin with?

Ms. LeClercq – They, ah, hosted it, but, um, we, ah, administered it internally.

Ms. Everett – Ok.

Ms. LeClercq – Because I, initially was the person. And that was a very user friendly website and I was the one who made sure the, the Board packets and agendas and everything were uploaded and then Petur created the new website early last fall and, ah, it just is, for someone who's not, um, a professional coder, you know, it, it's extremely difficult to use.

Ms. DeHaan – I think, if, if I were you, bearing in mind what the attorney said, I would talk to IT Right and get their opinion on what you need to do as far as the domain name and protecting, um, and find out a path to going another direction.

Ms. Everett – Mmmmm-hmmm.

Ms. Poehlman – Ok.

Ms. Everett - I can also recommend that, ah, the gal that does our website, her name is Kelly White, it's Kelly White Designs, she's local and she's, it's, it's, it's really user-friendly. I can even post things on it.

Ms. Poehlman – Well, I've always been able to manage websites in the past for business, but this one, it just drove me crazy.

Ms. Everett – I really like her, so. So...

Ms. DeHaan – I'll make a motion that, ah, we give permission for KABA to move forward to correct the issues with the website.

Ms. Everett – Ok.

Mr. Martlew – I'll support.

Ms. Everett – Thank you. Any other discussion on that? All in favor?

Multiple Voices – Aye.

Ms. Everett – Any opposed? Motion carries. Ok, I think we're down to Board Member comments. Barney, I think we'll start with you, if you have any?

Mr. Martlew – Ok. Yeah, I do have a prepared statement I'd like to read:

*Let me use this time, please, as a teaching opportunity. It is pertinent that I do this both for personal reasons – through my many work experiences and career positions I have found none to be more rewarding and satisfying than that of being a teacher, and thereby being in a position to encourage and enlighten others – and for corporate reasons, because I believe we have lost sight of a core principle that should guide each and everyone of our decisions and actions.*

*To any who may mock me, I make reference to a well-documented conversation Winston Churchill once had with an interviewer. In regard to a certain group, the Prime Minister of England was asked: "Doesn't it bother you what (these people) are saying about you?" Churchill's reply was: "If I thought they knew what they were talking about, or cared for their opinion, it would. But I don't, and I don't, and it doesn't." To Churchill's words I would only add a comment that those who choose to mock are oblivious to the fact that their mere words serve as an indictment against them in regard to the core principle to which I make reference, so I care about them even less. It matters not to me what others think about me, and I may also add, what others think about me is none of my business.*

*To set the stage, let me begin by telling a short story. It pertains to where I first heard the principle that I deem important expressed in a clear and concise manner.*

*My first job out of college was with a large construction company that served the power-generation industry. By nature of that industry, continuation of employment could keep you in one place for a long time, but it could also require you to move from locale to locale for short-term assignments. My position involved the latter course. My first boss was a guy names Ron Dorgelow, and the lessons he taught have stayed with me throughout my career.*

*As the general superintendent overseeing several large projects, Ron's position carried a lot of responsibility, and it placed many demands on him. He expected of his subordinates the same level of accountability that was demanded of him. Ron would work hard and play hard (he was a very good boss), but he never let the playtime interfere with his work performance.*

*Ron both expected and demanded everyone's best commitments, yet he also recognized human failings. If mistakes were made you'd be held accountable, but as long as you were honest in addressing what went wrong, he'd work closely with you to resolve any problems caused. (Please note that point). In short, what Ron demanded of those who worked under his authority was a commitment to integrity, and that is the core principle that I deem important. If you look up the synonyms of integrity in Webster's Dictionary you'll find words that describe admirable character qualities. The antonyms, however, should cause anyone to run from having those descriptions applied to oneself.*

*To the best of my recollection, Ron never used the word "integrity". Rather, his admonition was captured in a simple phrase: "your reputation precedes you to a jobsite." Your reputation precedes you*

*to a jobsite. Regardless of where the next assignment would take someone, people would know about their character prior to their arrival. Ron didn't use the word integrity, but the implication was there. That truth articulated long ago applies to everyone, both then, and now.*

*So the lesson expressed here, and the core principle I hope to convey is that "your reputation precedes you." The issue is not one of what people think of you; the issue is one of personal character and the standards by which you choose to live your life. Those choices define character, and your reputation precedes you.*

*Even as I speak I presume that there are some sitting here who are absolutely clueless to what I have just said. They heard the words, but their smug self-righteousness keeps them from comprehending the importance of the words' meaning. Those few can abide in their folly.*

*Now if anyone chooses to read the minutes of our last several meetings, and read the information gathered through Mr. Porter's FOIA requests, two points quickly become self-evident: The first one is that KABA's staff has been exemplary in their performance. I personally want to thank Mike, Jannette, Jerry, and the others for abiding through several difficult situations and for continuing to, on a daily basis, do the "right thing", whatever that "thing" may be. The second point is that several members of the various governing bodies are not so admirable. Their actions have been based on assumptions, half-truths, and nothings-of-the-truth. Back-biting is also present in the notes. I find that last consideration amazing; don't those people know that things said in secrete seldom remain secrete? Apparently not; more folly. The condition for these two points can be summed up with a simple metaphorical statement. In essence, the children are behaving very well, but the adults are behaving very poorly.*

*So now to close, let me go back to Ron Dorgelow's admonition: your reputation precedes you. There are two realities to keep in mind also: the first is that truth is always revealed, and the second is that actions always have consequences. I ask every member of the various governing bodies to personally consider this matter of character that afflicts KABA. The first option is to continue in folly; the second is to back away from positions based on things once assumed to be true, but now well-known to be nothing-of-the-truth. The choice is yours.*

*That is all I have to say.*

Mr. Martlew – Thank you.

Ms. Everett – Mmmmm-hmmm. Ann?

Ms. Nieuwenhuis – Um, I have two comments and then I'm hoping that, um, Deb, you would be able to respond and that, ah, KABA staff can. Um, I know that in one of the meetings, we asked to be able to get a letter of resignation and some of that stuff from Ed, and I was just curious as to where we were with all that. And second was, um, the staff had brought 91 pages of emails that Mr. Hellwege had deleted off of our server. You were gonna work with IT Right and I just wondered if we could have a status report as to whether or not we were able to get any of that back. So, first and foremost, the Chair had offered to be able to get things from Mr. Hellwege. We did not have an attorney who gave, um, good attorney, ah, suggestions to us and it was not suggested that we ask for a letter of resignation and those kinds of things, and so I believe that you were gonna do that. So I just wondered if we had gotten that, yet.

Ms. Everett – I have one. I, um, I haven't had a chance to send it to him, but I will. Thank you for the reminder. Actually, it's in this pile. I will follow up on that.

Ms. Nieuwenhuis – So we still don't have something? Ok. Do we have passwords?

Ms. Poehlman – Yes. I have that, and I, and I apologize, I, that's what, I should have put that on the agenda. I did get all the files back from IT Right and they're back on our Shared Drive. So, um, I, I haven't personally sat and looked through it to see if everything moved over and audit it, that was removed, but, um, it's, I, it's back on the Shared Drive. So, if you need me to print out everything...I just, I guess I need directions then, what you'd like me to do with what was put back on the Shared Drive.

Ms. Nieuwenhuis – Well, I think, one, that we wanted to make sure that we have everything there and second, is then, time permitting, we go back through and those things that were Rotary and other things that should never have been put on the server can be deleted, but I did ask for everything to come back because we had no way of knowing, just 'cause it had a heading was, you know, whatever it was.

Ms. Poehlman – Would you, would the Board like a separate report from me? I can go back through and audit everything and make sure that everything transferred back over and send out a report, um, which would be next week some time to say, 'cause yeah...

Ms. LeClercq – That's a great deal of information.

Ms. Poehlman – Yeah, it's over a thousand files that were deleted.

Ms. Nieuwenhuis – I know. I know. It's a huge amount.

Ms. Poehlman – So, um...

Ms. Nieuwenhuis – Would IT Right know if they did everything and that it was sent over? Wouldn't they be able to do a report?

Ms. Poehlman – Well...

Mr. Krueger – Can I make a suggestion that might make this [unknown], but if you could...Why not have somebody buy a flash drive or an extra hard drive and just make a hard drive copy of it?

Ms. Poehlman – I can do that, yeah.

Mr. Krueger – Because that, if that needs to become accessible to other people, they'll want it in the format that it originally was in, not in a printed format that might...

Ms. Poehlman – Ok.

Mr. Krueger - You know, if something falls out or that type of a thing.

Ms. Poehlman – Yeah, would, would you, would the Board....

Ms. Nieuwenhuis – I just wanted to make sure that we were able to get it done. ‘Cause that was something...

Ms. Poehlman – We did.

Ms. Nieuwenhuis – That, that, there was a concern ‘cause, ‘cause he deleted personnel files and all other kinds of things...

Ms. Poehlman – Yes.

Ms. Nieuwenhuis – And so I just wanted to make sure that we had gotten all of it back.

Ms. Poehlman – And I can store it all on a zip drive, so...

Ms. Nieuwenhuis – Probably that’s a good idea, and then if we needed access to it, we have it.

Mr. Krueger – I would, I would make a copy, and I think it’s a good idea to make a copy that would be distributed to each of the...

Ms. Poehlman – Ok.

Mr. Krueger - Given that there’s issues going on in the Townships, it would make, it’d make sense that everybody gets a copy of that.

Ms. Poehlman - Ok.

Mr. Krueger – Um, that’s a Board Member.

Ms. Everett – Anything else, Ann?

Ms. Nieuwenhuis – No, and then just...the letter of resignation? Can we try, can we have that on the...

Ms. Everett – Yes.

Ms. Nieuwenhuis – June 9th agenda, then?

Ms. Poehlman – The June 9<sup>th</sup>?

Ms. Nieuwenhuis - The, ah, Mr. Hellwege’s letter of resignation.

Ms. Poehlman – Do you want the zip drives before June 9<sup>th</sup> or do you just want them delivered to...



Ms. Nieuwenhuis – I'd like mine when you get it done.

Ms. Poehlman – Ok.

Ms. Krueger – Jannette, before you send that out, if you could send a copy to me, I'd like to look and make sure there's not social security numbers, things like that. If there's personnel records, there could be stuff that you would want to consider how you provide that...

Ms. Poehlman – Ok. Yup.

Ms. Everett – Carol?

Ms. DeHaan – Nope.

Ms. Everett – Ok. I don't really have any comments. I just would like for all of us to get through this process as judiciously as possible and with as least amount of, the least amount of angst as possible. So, um, that's all I have, so it looks like we...oh, staff comments? Jannette? Kerrie? Mike?

Mr. Alwine – I don't have any comments.

Ms. Poehlman – Mine was just basically the website.

Ms. LeClercq – No.

Ms. Nieuwenhuis – Oh, I forgot, um, the auditor called me. Um, needed a Board member to be able to ask, and so I listed my concerns, so, that should be in the report. I don't know if he contacted anyone else, they had a list, but they...

Ms. DeHaan – He should contact every other, I would think, ours does. Every employee and...

Ms. Everett – I talked to him a little bit while they were here, he had some questions and, and so forth, so, mainly I just answered questions that he had, so...anything else? Alright. I believe we've exhausted our agenda and we are adjourned. Thank you, everyone.

**The KABA Board Meeting was adjourned at 3:10 PM.**

**Minutes approved on: June 9, 2016**