

KALAMAZOO AREA BUILDING AUTHORITY (KABA)

BOARD MEETING

APRIL 28, 2016

The KABA Board meeting was held at Oshtemo Township Hall. Board Chairperson Deb Everett called the meeting to order at 9:00 AM.

Individuals Present:

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

Also present: Catherine Kaufman of Bauckham Sparks Legal Firm; Tom King and Robb Krueger of Kreis Enderle Legal Firm; Cooper Township Supervisor Jeff Sorenson; Oshtemo Township Attorney James Porter; Oshtemo Township Assessor Kristine Biddle; Oshtemo Township Treasurer Nancy Culp; Cooper Township Trustee DeAnna Janssen; Comstock Township Assessor Cathy Harrell; KABA Building Official Mike Alwine; KABA Office Manager Jannette Poehlman; Bernie Main

Recording Secretary and Transcriptionist: Kerrie LeClercq.

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

Ms. Everett - Good morning, everyone. It's 9:00, so we'll get started. First item on our agenda is call to order. Second is approval of the agenda. Are there any additions to...?

Mr. Martlew - I, I have. Madam Chair, I have two motions that I'd like to have added to the agenda and I recommend that they be positioned right along with item number six.

Ms. Everett - And they are?

Mr. Martlew - One is, um, a roll call vote, and the other is a FOIA request on behalf of KABA.

Ms. Everett - Roll call vote on?

Mr. Martlew - On procedures.

Ms. Everett - Any other? Ok. Um, on our consent agenda...

Ms. Nieuwenhuis - Do you want us to approve the agenda?

Ms. Everett - Yeah, I'm sorry. Um, do we have a motion to approve the agenda as amended?

Ms. Nieuwenhuis - So approved. So moved.

Ms. DeHaan - Support.

Ms. Everett - All those in favor?

Multiple voices - Aye.

Ms. Everett - Opposed? Motion carries. Our consent agenda consists of the approval of Minutes from the April 14th meeting.

Mr. Martlew: I have one correction, Madam Chair.

Ms. Everett - Ok.

Mr. Martlew - On, ah, twelfth paragraph from the end, line two, ah, is a, um, copy of the words I spoke, um, and there's just one change. The word on line two, um, that reads connect, c-o-n-n-e-c-t, should read be correct, c-o-r-r-e-c-t.

Mr. Cochran - On, on the, ah, ah, where are we at? The last page [unknown]?

Mr. Martlew - Ah, twelfth paragraph from the end of the meeting minutes of April 14th.

Ms. Everett - Any other questions or corrections? If not, is there a motion to approve the minutes?

Mr. Martlew - I approve, or, I, I move. So move.

Ms. Nieuwenhuis - Support.

Ms. Everett - We have a motion and second to approve the minutes. All in favor?

Multiple voices - Aye.

Ms. Everett - Any opposed? Motion carries. Next are comments on non-agenda items. Jeff, I saw your hand go first.

Mr. Sorenson - Ok. Um, you all know who I am, and, um, where I'm from.

Ms. Nieuwenhuis - Not everybody in the audience does.

Mr. Sorenson - I'm sorry. I'm Jeff Sorenson from Cooper Township. I'm the Supervisor at Cooper Township. Thank you, we did have some people that didn't know me. Um, as I look at the agenda, quite disheartened at some of the things that I see on here. Um, but it's obvious to me that, I think that we as our four local units are at an, are at an impasse on, on the future of Kalamazoo Area Building Authority. I would really hope that, it doesn't look like it's goin' in the direction that I would like to see it go in, and I think everybody would like to see it go in, but we are professionals, what we do, I think we should act professional and if we're going to dissolve this entity of KABA, that we do it in a friendly manner and stay friends. Some things work, some things don't. Um, but I don't want to leave this meeting or this organization or go back to my unit of government with animosity to anyone. I don't think that needs to be there. And there's a lot of animosity on this agenda and I, and I hate to see people that are friends in government, friends in, in, out, outside of work, as well, that, ah, get torn apart by something like this. I really want to see something that is amicable, that is fair, per what our by-laws state, in how we dissolve and remain friends. Why do we wanna be like all the other bureaucratic governments that are out there, that are, that are looked down upon. Let's be professional about this. Let's, if it's not gonna stay together, then let's break it apart the way it should be. Professionally. Ya shake hands and Comstock

and, and K, or whoever wants to go along with KABA and keep KABA, fine, I have no problem with that. I don't think anybody does. But I would just love to see us part as friends. I don't wanna see animosities, I don't wanna see lawyers get rich, I don't think that's the name of the game. And that's the best money spent for our tax payers, so. I, personally, have a respect for everybody in this room, and I will continue to do so and I still wanna be able to be friends with everybody here. But I would like to see this done over and done right so that we can reorganize however we wanna reorganize and move on and serve our citizens. That's really all I have to say. Thank you.

Ms. Everett - Cathy?

Ms. Harrell - Um, my name is Cathy Harrell. I am the assessor for Comstock Township. Ah, I am here, ah, representing Assessors, today. Um, I read the minutes from the last meeting that you held, where you had kinda set a July date of some kind for dissolution. And my question to this to this Board is, have you contacted IT Right or BS&A to separate out the data? Because I was there at the meeting when you were talking about putting all this together in one database, and they were unsure if they could, and they said it would take time to separate out the data. And as an Assessor, this database is an important tool for the Assessors and, ah, we would like everything to go smoothly if you do chose to dissolve. And, ah, so I would appreciate, and I'm sure I speak for the other Assessors involved, appreciate that you contact these people right away and get the ball rolling there.

Ms. Everett – Thank you.

Ms. DeHaan – Thank you.

Ms. Everett – Any other members of the audience?

Ms. DeHaan – Um, I, I have a letter I'd like to read.

Ms. Everett – Ok.

Ms. DeHaan – If you wanna, you wanna read your's first?

Ms. Nieuwenhuis – Well, where does that fall under here?

Ms. DeHaan – New business...

Ms. Everett – It's not a...

Ms. DeHaan – Non-agenda, it's not on the agenda.

Ms. Everett – Non-agenda.

Ms. Nieuwenhuis – Oh, your citizen's comments.

Ms. Everett – Mmmmm-hmmm.

Ms. Nieuwenhuis - I'm sorry. Ok. I thought it would go under Board member comments.

Ms. Everett – Um, oh, I have a couple of things. I'm gonna, I guess I'll go ahead and start with mine.

Ms. Nieuwenhuis – Well, let me have some clarification. Are you speaking as a citizen or as a KABA member?

Ms. Everett – As a KABA member. On a non-agenda item.

Ms. Nieuwenhuis – Its citizens comments on non-agenda items. I'm just asking for clarification. I don't understand why the, ah, agenda wasn't amended according that you wanted to be able to speak up there.

Ms. Everett – That's fine. Yes, Mr. Porter?

Mr. Porter – If you're still on citizens comments...

Ms. Everett – Yes.

Mr. Porter - I have one.

Ms. Everett – Ok.

Mr. Porter – (Reading from a letter addressed to the Board of Directors, a complete and faithful copy of which appears below):

I am writing in response to the allegations made against me by Barney Martlew at the KAA Board meeting of April 21, 2016. I do so not only to correct his factually inaccurate statements, but to address his personal attack on me which I believe is an attempt to intimidate me into silence.

First, contrary to Mr. Martlew's assertions, I did not file any complaint with anyone or any public body against KABA or any KABA Board members claiming an Open Meetings Act violation. What I did was to contact KABA's insurance carrier representative and notify him that it appeared that an Open Meetings Violation may have taken place. I based this assertion upon the way in which Mr. Hellwege's resignation was solicited, as well as the fact that three Board members reviewed written documentation raising complaints against Mr. Hellwege and their apparent discussion of his dismissal in advance of the April 7, 2014 (incorrect date from original letter) meeting – all without sharing such information with the KABA representatives from Oshtemo or Cooper Township. These facts coupled with the reports from KABA staff of Mr. Hellwege's pending dismissal eight to ten days prior to the meeting of April 7, led me to the conclusion that three Board members had possibly deliberated toward a decision to terminate Mr. Hellwege outside of a public meeting.

Having reached the conclusion that a possible Open Meetings Act violation may have taken place, I contacted KABA's insurance carrier representative and notified him of the possible violation – an act that I believe was required not only by the Rules of Professional Conduct, but by the insurance carrier's requirements.

In addition, I notified counsel for Comstock Township, since I believed that the party responsible for the possible Open Meeting Act violation was the Comstock Township Supervisor, who I was told had contacted you and the KABA representative from Kalamazoo Township, shared written information regarding Mr. Hellwege's performance and discussed his termination prior to the meeting of April 7, 2016.

Second, I did not make any misrepresentations to the KABA Board at its meeting of April 14, 2016, regarding Oshtemo's or Cooper's desire to withdraw from KABA. I met with the Executive Committee of the Cooper Township Board prior to the meeting on April 14, 2016, and the Executive Committee, along with the Oshtemo Township Board, directed me to notify that (grammatical error from

original letter) *Kalamazoo Area Building Authority of their desire to negotiate the dissolution of KABA. I made no false claims, and I am not responsible for the disruption at KABA. The disruption was accomplished when three members of the KABA Board took it upon themselves to meet with staff, review complaints against Mr. Hellwege, all while excluding Oshtemo and Cooper Township representatives from those discussions. In my opinion, this was not only unethical, but a politically naïve move.*

As to the FOIA requests, they were neither meant to harass or intimidate. The language of the letter was standard boiler plate language which is typically included with any type of FOIA request, and anyone with any knowledge of the Act or public bodies would know that. The FOIA requests were simple and straightforward and were nothing more than an attempt to preserve the record.

As to the allegations of unfounded rumors, I suggest that you proceed with caution. Any investigation designed as a subterfuge in order to slander or liable me will be responded to the (grammatical error from original letter) fullest extent provided to me under the law. Again, I perceive this as nothing more than an attempt to intimidate me into not representing my client as vigorously as possible, and I refuse to be intimidated.

I do not believe that I have breached my duties under the Rules of Professional Conduit (spelling error from original letter). I agree that my tone and tenor may have been less than civil, but keep in mind that I spent many hours assisting in the establishment of KABA, and I was dismayed to see it torn apart by surreptitious means.

You may proceed as you see fit, but taking action against me will do nothing to further KABA's interests not the interests of the respective municipal units. I would submit that arbitration and litigation are a waste of time and effort on behalf of all parties, and an agreement to dissolve KABA is in everyone's best interests without any additional distractions.

Ms. Everett – Any other citizen comments? Alright, let's move on with the agenda. Um, operational decisions. Um, I didn't, there, I didn't see any information in the packet about this, so I'm not sure what, who's gonna present what.

Mr. Alwine – Ok, um, the first thing for, under operational decisions is the consideration of legal representation proposal to be presented by Mr. Tom King and Mr. Robb Krueger of Kreis Enderle Law Firm, who are here in the back row. Gentlemen?

Mr. Krueger – My name is, ah, Robb Krueger. I'm a partner at Kreis Enderle here in, um, Portage, Michigan. Um, I do a little bit of, ah, work with the townships but I'm primarily involved in, ah, civil litigation. Um, in the areas of employment, construction, um, contracts law, things of that nature. I brought Tom King, my other partner here, ah, along because Tom works a lot in Municipal law, has a, a great deal of experience which I'll let him share with you in a minute. I did prepare a short proposal. This, you know, normally in the context of dealing with, um, municipalities, you have a, you know, a letter of invitation and you prepare something over the course of several weeks. So, I tried to throw something together that would give you a, a basic idea of the type of work we do. It gives you some of the, um, backgrounds of the attorneys in our firm that might work, ah, in regards to representation of KABA.

Mr. King – While he's handing that out, I'd, I'm Tom King, and I have been a governmental and municipal attorney in the area since, ah, 1982 when I was hired by the City of Kalamazoo as a City Attorney. By 1990, when I left the City of Kalamazoo, I was deputy City Attorney for Kalamazoo. Since that time I've represented, ah, counties, cities, villages and some townships, um, in various manners throughout the state. Ah, matters as varied as, ah, tax matters, ah, litigation matter, ah, zoning matters, ah, Open Meeting Act and Freedom of Information Act matters, and in fact, ah, I was lead council in the case of, ah, the Title Office vs Van Buren Co Treasurer which litigated what it means to [unknown] Freedom of Information Act was decided by the Michigan Supreme Court. Um, I now have over 30 years of experience representing governmental units and, ah, ah, would be delighted to be able to assist, ah, KABA, as a quasi-governmental entity formed under the Urban Cooperation Act to, ah, in, ah, whatever needs it might have.

Mr. Krueger – I did want to point out on, ah, page three I was asked to provide a, a fee cost of what our billing would be. The general counsel billing rate is \$200 per hour. The civil litigation or appeals is \$225 and we use a significant number of paralegals to do research and other work, which is billed at \$120 an hour. Um, the other thing I would note is that given what I've heard today and the circumstances of today, it would be important for us as counsel to have a kind of a point person if we're going to represent KABA, appointed so that we have one point of contact, um, to discuss things. Obviously the decisions that have to be made in open meeting will be made in open meeting, but we generally kinda need to get the lay of the land if we're gonna represent you in regards to this situation. If anybody has any questions, we're happy to answer them, but otherwise that was our short presentation.

Mr. Cochran – Madam Chairman?

Ms. Everett – George?

Mr. Cochran - I believe that the, at the last meeting, they, ah, the Board, ah, agreed consent or whatever, ah, that the, Mike and, and, um, Jannette, would contact an attorney to help them through the FOIA, ah, process. Um, and, and, that's basically what we should be looking at right now. I appreciate very much the, you know, your proposal and, and, and so forth, but I think our, our responsibility today is to if, if they're, if this, if they're willing to help us through the FOIA thing, that that's what we, we, that, what we should be accepting today. And then, ah, take this into consideration, ah, either today if everybody wants to, or at least take it into consideration for, ah, approval or documentation at the next meeting.

Ms. Nieuwenhuis – Madam Chair, I, I agree, as well. I think one of the things that we, we had was we did talk about FOIA. There could be other things that are coming up. I believe that we all agreed, those that are in the audience and the Board, that we wanted to be able to look at what was the best way to move forward, and as a KABA member, we need to make sure that KABA has legal counsel, as well. I'm not ready to be able to go into, um, a contractual agreement, as far as saying how long it's going to be or anything, but I certainly know that staff need to be able to ask someone, and we can't go to individual township attorneys. We weren't even able to figure out if we could use a FOIA person for fear that there was going to be conflict of interest. So, it is unfair to the KABA staff to not have someone they can go to. So, I really do appreciate both of them coming forward. Um, I do have all the FOIA information put together. Even though I'm on medical leave, I came in to be able to get that done, and I want to be able to, but first it has to go to the attorneys and we, KABA has to have any attorney who goes through that. So, I appreciate Mike and Jannette being able to do that, um, and so I would ask that we do

approve, um, for them to be KABA's legal representation as identified by specific top, topics that would be given to them.

Mr. Cochran - The, the, the FOIA, which is basically where we're at, and I believe, ah, that Mr. Alwine, ah, he can tell us, he made additional contacts and, ah, the one or two, two, I guess a couple of the people that were, that were representative said they can't, look, that were asked, that were offered, the names that were offered, said we can't handle that. But these folks, ah, apparently responded that they could and would, and that's, that's, I think, believe that's where we're at right now.

Ms. Everett – I would agree and we also, um, ah, we also owe Mr., um, Main an answer to his question about the, ah, waiving the fees for the Hospitality House. That was a, a legal issue we needed...

Ms. Nieuwenhuis – Oh, that's right. So...

Mr. Cochran – Right. Yeah, that was...

Ms. Everett – Some counsel on.

Ms. Nieuwenhuis – So, Is it possible that we can give some lea way to both Jannette and Mike that as they have day to day operational legal questions, that they have an opportunity to be able to, I mean, that they have somebody to be able to go to? Um, I don't want to say that it's just for FOIA, or it's just for this other, but it's, it's who KABA is using right now for whatever it is that we're identifying.

Ms. Everett – I would agree. There are, you know, there may be more day to day questions that come up that...

Ms. Nieuwenhuis – But I don't want them to be hog tied that they have to wait til a Board meeting to in and get permission.

Mr. Cochran – Ok...

Ms. Everett – I agree.

Ms. Nieuwenhuis – Ok.

Mr. Cochran – Ok, which would in fact, at that point, be accepting this proposal for representation of KABA. Am, am I not, am I not correct in that?

Mr. Krueger – Well, I have a separate general engagement letter. The proposal just outlines what we would be doing for KABA and what the rates would be. They're different than our normal commercial rates, while we're...and so this is terminable at will. You'd mentioned a two year period of time. That is a promise by us that we'll keep those rates at that, set at that for two years.

Mr. Cochran – Ok.

Mr. Krueger – Ah, but here, if, if you decide after a week you don't like us, then you can, you know, can us. So...

Mr. Cochran – It is terminable. Ok.

Mr. Krueger – This is the separate contract itself...

Mr. Cochran – Ok. I, I, I just...

Mr. Krueger – Did I present that to you?

Ms. Nieuwenhuis – Do you have a copy for all of us?

Mr. Cochran – I just, I just wanted to clarify where, you know, where we were in, in the, in the situation, because we definitely need help right now with, with the FOIA and, and Mr. Barnes' problem, ah, and, and, some of that, but, ah, to go ahead and contract, you know, as, as a, um, that wasn't in what we did last week, so, um, looking at, at, at, ah, and, and I do appreciate it, and I, I, in a, in another life I've had dealings with your, with your firm, ah, through dispatch, and ah, they do a very good job and they're very, ah, ah, comprehensive.

Mr. King – I, I would like to, to point out, that, that we routinely work with um, governmental units and non-governmental entities on a as you contact us basis and if you contact us and authorize us to do work, then we do it at a predetermined hourly rate.

Mr. Cochran – That's beautiful.

Mr. King – And that's, that's what I hear you saying...

Mr. Cochran – Yes.

Mr. King – That's perfectly acceptable.

Mr. Cochran – And I think that's what Ann or I both would like to have the ability to do, and I, I...

Ms. Nieuwenhuis – So...

Mr. Cochran – Back to, back to the Chair.

Mr. King – If you have any other questions, we'd certainly be happy to try to answer them.

Ms. Nieuwenhuis – So, Madam Chairman, how would you like the motion worded so that, um, the minutes reflect it and provide, um, staff with some lea way as to making contact to KABA's attorney?

Ms. Everett – I think we need to empower Jannette and Mike to, um, the lea way to contact legal counsel for, ah, for legal counsel on a day, for day to day operations. That can't wait for a Board meeting.

Mr. Cochran – Ah, ah, ah, until such time as we might sign a formal contract. With some, with a, with a, with, with, you know, with any firm.

Ms. DeHaan – Well, wouldn't it be that we...

Mr. Cochran – It wouldn't have, wouldn't necessarily have to be their firm.

Ms. DeHaan – Wouldn't it be that we sign the engagement agreement?

Ms. Everett – Yeah.

Ms. Nieuwenhuis – Yeah.

Ms. Everett – Correct.

Mr. Cochran – Yes.

Ms. DeHaan – So I'll make that motion that we sign the engagement agreement with Kreis Enderle.

Mr. Cochran – Support.

Ms. Nieuwenhuis – And that goes along with what the Chair has said then...

Ms. Everett – Mmmmm-hmmm.

Ms. Nieuwenhuis - For giving the lea way. Ok.

Ms. Everett – Anyone have any questions or comments about that? We have a motion and a second. All in favor?

Multiple voices – Aye.

Ms. Everett – Any opposed? Motion carries. Um, next on the agenda is payroll issues.

Mr. Alwine – Yes. We have, um, Jannette and I have discovered that we've got some payroll issues and rates that are skewed base upon inspector's positions, ah, experience, um, and we need to discuss that. The, after the April 7th meeting, the morning of April 8th, one of our Building Inspectors, Jerry, went to Jannette and stated that he was going to sue KABA for age discrimination. And his, I have included an email in the packet that outlines our discussion and this was an email that I sent to Jerry. It was over the, ah, the salary for the then-contract inspector Steve Roy, which was approved on the 7th to add him on as a full time inspector. Um, I have given Mr. Reitenour the opportunity to state a grievance in writing to the Board and also a, a written proposal with ah, specific details and figures as to what would satisfy him so that we, so that I could bring it to the Board for consideration. I have not gotten anything from him yet. Um, the basis of it was, if you, the following page is, ah, the salary package that was approved for Steve Roy. Um, Mr. Reitenour has stated that his pay was at \$63,000 when he was brought on as the Building Official when, at KABA's inception, and that is his grievance, that he is making more as a Building Inspector than what Mr. Reitenour was making as a Building Official when KABA, at KABA's inception. Um, a larger issue that we have with this is the new contract inspector that we have, Garrett Reitenour, who was brought on about eight weeks ago?

Ms. Poehlman – Seven, I think.

Mr. Alwine – Seven weeks ago. Um, he was hired on as a contract inspector. He was hired on with the understanding that he was, it was going to be a full time position. So, Garrett is a provisional Building Inspector. He was not registered when we signed a contract with him. So, he got his provisional registration through the State, he has had no previous experience at it, and he is the youngest contract or employee of KABA and based upon the pay that he has made to date, he is projected to make between \$79,500 and \$86,000 this year. And I don't have...yes, his last submitted time sheet was, ah, \$3,375 for a two week pay period. So, ah, given the average and given the differences in the pay between the slower season and the busy season that would put him at \$79,500 and \$86,000 at the end of the year. That is more than any KABA employee, that is more than the Building Official itself makes. Ah, that is equal to the, that, that is about equal to my entire benefit package. Um, so what Jannette and I are asking is permission from the Board to research and see what a fair and equitable wage would be for a provisional inspector. Um, and because he was brought on, the Executive Director brought him

on as a, as a, as full time contract, we look at the options of making him an employee, as well, and we figure in the benefit package. Um, we have contacted somebody that can assist us with determining what a fair and equitable wage would be for that position. For the experience that he has. Um, our concerns with this are discrimination suit from any other employee that works, you know, for KABA. Um, we're just trying to protect KABA. This is a serious issue that needs to be dealt with. We've already had a threat by an, an employed inspector of filing suit against KABA.

Ms. Everett – Ah, the hourly rates that are in the agreement, are those different than what the other contract inspector's rates are?

Mr. Alwine – No. Um, trade inspectors are paid on a, they are paid per inspection. They're a flat fee of \$45 per inspection. Building inspectors were set up as an hourly rate plus per inspection. I believe it was probably set up that way because when I was a contract inspector, after I'd been here a while, I would assist the Building Official with plan reviews. Um, either before I did my inspections, or after, so that there was, so that there would be office time to be able to be included for that, whereas the trade inspectors don't require that office time. Um, but I also believe that this agree, this contract at those pay rates were set up for a part time situation, where it was a contractor that served other jurisdictions and worked a couple of days a week, as opposed to a full time position.

Ms. Nieuwenhuis – Well, Madam Chair, if you recall the, the meeting where we were discussing to be able to bring on Steve Roy, um, I actually brought up that we had nothing before us, there had been no work done as to what people were being paid, what our current staff were being paid, what the new person was going to be paid and I had asked that we ask the current, um, Executive Director to do the work that needed to be done to be able to bring this to us, so this shows that over a period of time, it's not just Mr. Roy, it's a multitude of things where we're at and, um, I applaud, um, the Building Official in putting something in writing as well as Jannette coming to Mike. These are serious, um, concerns. Ah, Mr. Reitenour did, after the meeting, tell me how upset he was that, um, Mr. Roy's salary was set at what it was. Um, I knew that Jerry was concerned, I'd even asked him at the meeting, um, but that, that isn't up to him to be able to say the data. So, I think that this is another example of, ah, unprofessional work that the former Executive Director did, and it's put KABA in this particular, um, situation. So, I'm not sure how the Board wants to, um, move ahead, but, um, you did say that you let our insurance company know that, that we could have an age discrimination suit?

Mr. Alwine – Yeah.

Ms. Poehlman – Yes.

Mr. Alwine – Yup.

Ms. Nieuwenhuis – Ok.

Mr. Alwine – And they're actually, they would be willing to assist us in researching and determining what a fair wage scale would be. Quite honestly, we, we should probably, we need to look at it across the Board. We need to look at Mr. Roy's, as well, um, and I think this would be something for our new legal counsel to determine, that if, if his pay is above what it should be, because we've already, the Board's already approved it and it's already been established, that a possibility of, as opposed to reducing it, ah, maybe capping it for x amount of years. Um, some, something to get us out the

situation and get it, you know, we have to make it right. We can't continue doing this, so. Ah, but to determine the most fair way to the entire staff how to, how to handle this situation.

Ms. Everett – I thought some work had been done on that. It seemed...there was a, there was a chart brought to us at...

Ms. Nieuwenhuis – It's what he made.

Ms. Everett – No, I'm not talking about this...

Ms. Nieuwenhuis – No, no.

Ms. Everett – This was like last year or the year before or something.

Ms. Nieuwenhuis – Oh, oh.

Ms. Everett – When, um, setting, and setting, when we were talking about setting Jerry's salary, there was a...

Ms. Nieuwenhuis – But, but the way that Mr. Roy's was set up was based on how much money he was making as a contract and instead of taking what, if there was something, I don't recall it, and bringing it and showing it everything, that was one of my concerns and I did vote against it. And saying that we weren't ready to be able to do that, so...I would like to, um, make a motion that we allow KABA administrative staff or Jannette and Mike to be able to work with legal counsel and with, um, Jeff Lansky, um, from our insurance company to be able to bring something to the next Board meeting, which I will be asking is set for next week.

Ms. DeHaan – Madam Chairman?

Ms. Everett – Yes?

Ms. DeHaan – Um, I think what Mike said, um, was correct in that it was reviewed, it wasn't reviewed as a total package, it was just based on he was inspecting, just several days a week. Or when they set the salary, they used that as the basis, is that correct?

Mr. Alwine – Yeah.

Ms. DeHaan – So it should have been looked, I mean, I think what you said makes a lot of sense and I think for you and Jannette to go back and run some numbers that you have is where we, we need a spreadsheet showing how everyone else relates to that. And then, I think the Board, ah, can look at it and try to make an adjustment.

Ms. Nieuwenhuis – Is that different than the motion I made?

Ms. DeHaan – I'm just stating the way I feel about it.

Ms. Nieuwenhuis – Ok. Ok.

Ms. DeHaan – Ok?

Ms. Nieuwenhuis – Ok.

Ms. DeHaan – Yeah.

Ms. Nieuwenhuis - There's a motion on the table, so I was just hoping that it would get supported. Is that a support?

Ms. DeHaan – I'll support it.

Ms. Nieuwenhuis – Ok. Thank you.

Ms. Everett – I just, I just have one clarification. Um, 'cause the April 7th minutes say that, that, um, motion made by Ms. Nieuwenhuis to hire at \$71,310 salary with mileage reimbursement until a decision can be reached regarding a new KABA vehicle, with a hire date of April 11th. Mr. Cochran seconded and the motion carried unanimously.

Ms. Nieuwenhuis – Alright, well, I thought I'd voted against it. Thank you.

Ms. Everett – Mmmmm-hmmm. Yeah, I, I thought that it has, that it was...

Ms. Nieuwenhuis – But we were waiting on the vehicle. Right. Thank you.

Ms. Everett – So, just so we're all clear, I'm sorry, can you restate your motion?

Ms. Nieuwenhuis – My motion was that we would, um, ah, have Jannette and Mike be able to put together, um, the figures and also ask for assistance from legal counsel and from our insurance company, so they can bring something back to the next KABA Board meeting, which I will ask would be next Thursday. That we set another weekly meeting.

Ms. Everett – And, Carol?

Ms. DeHaan – I'll support that. Mmmmm-hmmm.

Ms. Everett - We have a motion and support. Is there any other discussion? All in favor, say Aye.

Multiple voices – Aye.

Ms. Everett – Any opposed? Motion carries. Does that take care of that [unknown]?

Mr. Alwine – Yes, it does, thank you.

Ms. Everett – Next on our agenda is requests for Board consideration by Barney Martlew. Request for a Board vote on filing a complaint with the Attorney Grievance Commission against Oshtemo Township Attorney Jim Porter. Um, I don't know, do you have any other comments on that, Barney, or...?

Mr. Martlew – I, I do, yes. And as I have mentioned, um, both at the meetings of, ah, April 21st and April 14th, as a Board member, I am presenting my opinions and expressing my concerns. I am one of five, so that means I have 20% vote. Ah, the expressions of my opinions are neither meant to accuse or malign. They are, however, meant for purposes of discovery. And in regard to, um, ah, my position that, ah, we need to file a complaint against Attorney Porter with the Attorney Grievance Commission, I cited my reasons of, ah, on April 21st, of which Mr. Porter has provided, ah, his rebuttal. Um, yet I think the reason that you do that is, um, to eliminate variables. And, ah, the reason you file complaints is because if there has been inappropriate action, um, then the purpose of the Commission is to deal with them specifically. If my positions are unfounded, then the Commission will decide in that way and it will be a done matter. You're removing variables at that point. Um, however, in regard to filing a complaint with

the Attorney Grievance Commission, I believe there is one more point that I would include in the complaint. And it's on the basis of Mr. Porter's own statement that he has been involved with KABA since before its inception. And he was involved with KABA right up until his abrupt resignation earlier this month. I am of the opinion that Mr. Porter's extensive involvement with KABA and the fact that he knows KABA intimately and served as KABA's legal counsel, um, essentially through its history, um, requires that he maintain attorney confidentiality regarding all matters associated with KABA. I do not see how he can do that now as he serves as counsel for both Oshtemo and Cooper Townships.

Ms. DeHaan – He...

Mr. Sorenson – He doesn't serve for Cooper Township.

Mr. Martlew – Ah, he certainly has represented you, sir. I believe that is a violation of attorney confidentiality obligations. And I believe Mr. Porter should have recused himself from all matters associated with KABA and its respective municipal memberships. So the, ah, so the, um, motion that I put before the Board is for discovery purposes and the elimination of variables. I move that the Board file a complaint with the Attorney Grievance Commission of the Attorney General's Office of the State of Michigan against Attorney James W. Porter for reasons stated both at this meeting and our prior meeting.

Ms. Nieuwenhuis – Madam Chair, I would support that, but I would like to have an additional complaint, um, added to it. As a KABA Board member, I reached out to Mr. Porter on the Monday morning prior to the Thursday meeting. I asked specifically if I was talking to him as KABA Oshtemo Attorney or KABA Attorney. He assured me it was KABA Attorney. I feel that, um, he then violated it and I have proof. Um, and he has continued to be able to say things in here which, and his statement, are not true. Um, so, I would like an internal inve-, or an external investigation into this and I also believe that, um, we will find that legal representation, however it may have been great in the beginning, but Mr. Porter has had a conflict of interest and no longer, ah, represented KABA, um, the way that he should have, especially during the very last meeting. So, I ask that we take a vote to be able to see if we will file a complaint.

Ms. Everett – Before we take that vote, um, I'll pass this out. This is a Notice of Dispute regarding the complaint against Jim Porter. (Reading from Notice, a complete and faithful copy of which appears below):

Should the KABA Board attempt to authorize the filing of a complaint against Attorney James W. Porter with the Michigan Attorney Grievance Commission as requested by Barney Martlew at the KABA Board meeting of April 21, 2016, please let this letter serve as an official Notice of Dispute and an invocation of the arbitration provisions of Section 6 of the Interlocal State Construction Code Enforcement and Administration Agreement dated March 5, 2012, and amended by Addendum dated October 18, 2012. Please note that this matter should now be turned over to the participating local units for non-binding arbitration. Any further action by the KABA Board on this matter will be viewed as a breach of contract.

Ms. Nieuwenhuis – Well, then, I would ask that this matter be tabled, and I believe that our new attorneys would need to be able to take a look at this and come back with information at our next KABA Board meeting so we can proceed accordingly. And that's a motion.

Mr. Cochran – Support.

Ms. Everett – We have a motion and support to, ah, refer this, ah, the grievance and dispute to the, ah, KABA legal counsel...

Ms. Nieuwenhuis – And that this would be on the next agenda.

Ms. Everett – And placed on the next agenda. Next week. Any other questions or concerns? All those in favor say Aye.

Multiple voices – Aye.

Ms. Everett – Opposed? Motion carries.

Mr. Cochran – My question, my question, is, ah, there's gonna have to be a lot of, of extensive research done in this whole thing and I'm not sure that, that the attorneys have, um, will have time enough to bring it back next week.

Ms. Nieuwenhuis – Well, even if they come back next week and say they need more time, at least it's bringing it back.

Mr. Cochran – Ok, well, I wanna, I wanna make sure that, that, that opportunity is there, ah, I personally, ah, do not object and I voted aye to, to, or would have voted aye to the other thing, but, um, I think that, that, ah, now is not necessarily the time to do that. I think, I think we've got time to be able to come back with complaints or grievances and, and file at a, at a later time. Um, I, I fully agree that, that the representation, ah, the dual representation, that was, that, ah, KABA had with, with, ah, Attorney Porter, um, that KABA came out in my mind in recent months on the short end of that. But that's, ah, that's just a personal opinion. So, ah, I, I don't want to give up the right to file, but I think we need, I think more time is needed before that filing would take place.

Ms. Nieuwenhuis – Madam Chairman, could I ask if, um, the attorney that's here, um, Catherine Kaufman representing Comstock Township, has anything, basis for...

Ms. Kaufman – Well, if appropriate. Is it alright, Madam Chair?

Ms. Everett – Yes.

Ms. Kaufman – Ok. Um, I represent Kalamazoo and Comstock and what the Interlocal Agreement says in the event any dispute arises between the participating local units and/or the Authority, so I'm not sure if this is a, if Oshtemo is filing a Notice of Dispute because of this particular matter or not, which cannot amicably be resolved by such parties, within 30 days of Notice of the Dispute. So, apparently the Notice of the Dispute was just given to you. Thirty days to resolve it amicably. Then, the same will be submitted to non-binding arbitration and conducted expeditiously in accordance with, etc. So, in the event that any dispute arises between the participating local units and/or the Authority. So, is a, if the Notice of Dispute is from any of the participating units, um, which cannot amicably be resolved by such parties within 30 days of the Notice. So, perhaps this may be able to be resolved amicably, I don't know, but I, I, I appreciate you turning to your legal counsel.

Mr. Cochran – The, the fact that we have not filed and said that we're not going to file at this point, ah, would, would, ah, I think, nullify what you're...right?

Ms. Kaufman – I, I, I don't know. They have filed a Notice of Dispute. Is it, if it's from one of your participating, from Oshtemo...

Mr. Cochran – If...

Ms. Nieuwenhuis – It said if we authorize it.

Ms. Kaufman – Then you have 30 days to amicably resolve it or it goes to binding arbitration...

Mr. Cochran – And, and...

Ms. Kaufman – As, as I read it.

Mr. Cochran – And, and this basically says that if we do file...

Ms. Kaufman – Well...

Mr. Cochran – They're not, they're gonna, you know, um...

Ms. Kaufman – Well, I think your new counsel will be happy...

Mr. Cochran – Ok.

Ms. Kaufman – [unknown] and give their opinion on the same.

Ms. Nieuwenhuis – Well, I guess at this point, since this was filed, um, from Deb, um, I guess the question would be do you, ah, since we have not moved forward, is this official notification of a dispute, so that at least attorneys know where Oshtemo stands? Um, or is this just a notice that when the Board...

Mr. Cochran – Does...

Ms. Nieuwenhuis – Should the Board take that, then there would be this notification? Could you clarify?

Ms. Everett – Well, should the Board attempt to authorize the filing...

Mr. Porter – Attempt would be the word, attempt.

Ms. Everett – If we, if the Board attempts to file.

Ms. Nieuwenhuis – Well, and now it's on hold, so I'm asking. Is this notification, or are you, or is there, is this, is this suspended while we look into whether or not we're going to move ahead?

Ms. Everett – We won't file a dispute unless the Board votes to file a grievance.

Ms. Nieuwenhuis – Ok.

Mr. Cochran – Ok. Thank you.

Ms. Nieuwenhuis – That's all I asked. And if that would be...

Mr. Cochran – That's, that's clarification.

Ms. Nieuwenhuis – That's all we wanted, clarification in the minutes. Thank you.

Ms. Everett – Next item is, I'm sorry, did someone...? I thought you said something. Um, next item is the request for Board Chair to relinquish posi-, position. Barney, I think this is your...

Mr. Martlew – Yes.

Ms. Everett – Issue.

Mr. Martlew – This is not a referendum against Deb's character or ability. It is a referendum in support of integrity and accountability. You cannot be on two sides of an argument. You cannot be accuser and defender. And that is the role that you're currently playing. And so I put a motion before the Board that if Ms. Everett will not step down voluntarily as Chairperson of KABA Board, that she be removed from that position through vote of the Board itself. Again, I would stress that this is not a referendum against Deb in any capacity, it is a referendum in support of integrity and accountability and making sure the organization runs at the highest standards.

Ms. Everett – Is that a motion?

Mr. Martlew – It is a motion that if you do not voluntarily step down, that the Board remove you from Chair position.

Ms. Everett – Is there support for that motion?

Ms. Nieuwenhuis – Support.

Ms. Everett – Any discussion?

Ms. DeHaan – Madam Chairman?

Ms. Everett – Carol?

Ms. DeHaan - I would just like to say that, um, my experience with serving with Deb as Chairman, I think she's been a great Chairman. She moves our meetings along, she allows everybody to speak, and I do not see that she has any problem even with the things that are going on, acting as a good Chairman. And I thank you for your service.

Ms. Everett – Thank you.

Ms. Nieuwenhuis – Well, I feel that it is the same conflict of interest and we already had, I think, a difficult experience with having Mr. Porter be both Oshtemo Attorney and KABA Attorney. And Oshtemo and Cooper are the ones who want to leave. Um, Kalamazoo and Comstock want KABA, along with Barney, to be able to stay as it is. So, I do agree with what Mr. Martlew is saying is it's, you're on both sides. I think it's a very difficult position to be in, and I think that it can be interpreted, um, and so I, I do think that, I wish you would step down, Deb, before we have to take a vote.

Ms. Everett – Well, I, I mean, I've thought about it, and, um, you know, I, I could file the same dispute on this too, but I'm not going to, because, um, let, just let, let me make a statement here. And I'm not gonna...I'll just...the issue that has created the angst for KABA staff as well as the member jurisdictions is not the resignation of Mr. Hellwege. It's caused by the manner in which the deed was done. And I have, I'm not gonna rehash everything we've already heard. Who said what, he said, she said, they knew, they didn't know, I mean, I know what I didn't know. And I still don't know. Um, couple things I would like to clarify. Ah, KABA staff at the April 14th meeting commented they felt unwanted. I can offer at

least two township, Oshtemo Township staff who will confirm they were told by a KABA staff member that they, KABA staff, were not, were not allowed to speak to Township staff, and one of the comments included, because of the lawsuit. Um, at the last meeting, you know, Jannette commented, made the comments about that she was doing the right thing, and something about being a whistleblower. Um, again, without having been included in any information sharing that appears to have taken place with everyone except Carol and myself, I still don't know what it is. And I'll tell you, Jannette, after the last meeting, I very much wanted to talk to you, one on one, as I thought we had established a professional rapport and that I had, on more than one occasion, commented that I thought you were doing a good job. We had shared what I thought, were at the time, like concerns about some staff issues, procedures, etc, and I assumed that you felt you had my support in your KABA role, here. So, I'm puzzled why you felt you couldn't come to me, or, at the time, KABA legal counsel, who were in the same building. And if the, through the statements made by others and by more than one I've heard, is because, because you and Ed are friends. If that's the reason that I was not given the opportunity to be privy to whatever this information is, I'm deeply offended that my professional integrity and ethical character have been impugned, but what I can only assume was a position on your part that I would not have handled it professionally. While I have not had as much interaction with, with Mike, I'm disappointed if you had the same misgivings. The negative and the verbal comments need to come to an end on all sides. This is, unfortunate situation has taken a toll on everyone concerned. Continuation of the strained, irreparable relationship that forms KABA today needs to be resolved at the earliest possible date for the sake of KABA staff, the four township's staff, and especially the customers who are required to use the services of a building department. Excuse me. So, here are just three facts the way I see them. Excuse me just a second. Oshtemo and Cooper wish to extricate themselves from KABA and the instrument guiding that process is the ever, Intergovernmental Agreement. The most efficient way to expedite this would be for each unit to direct their township legal counsel to work toward an amicable settlement. This method would bring this unfortunate saga to an end and allow each unit to move forward with providing their customers with continued quality service. Invoking Section 6 of the Agreement to see arbitration and if unsuccessful, litigation, becomes an impediment to all of the units in the goal of fulfilling the initial purpose of KABA, which was customer service. So, what I would like to see happen is a deadline date set for an amicable agreement, fair distribution of KABA assets, and time given for KABA to, to relocate. And with that, I wasn't going to resign voluntarily because I don't think, I don't agree that I have been one way or the other, because frankly I haven't had the information to form an opinion about whatever is going on. But if it will move things along, I will happily step aside and let someone else be the chair and hope this can move forward. Because I think we're all getting really tired of it.

Mr. Cochran – Madam Chairman?

Ms. Everett - George?

Mr. Cochran – Like you, I do not have the information that was in the packet. I've not seen it yet. So, you know, you're, you're, you're not the only one that, that has not seen it. And, and, it, it was not needed as a result of what happened in closed session. And that's as far as I'll go with that. Um, the other, the other part is that, um, there's a motion on the Board that's, or on the table that's been, that's been, ah, seconded and I would call the question, please.

Ms. Everett – That's fine. Motion, we have a motion and support to remove me as Chairperson of this, of KABA. All in favor?

Ms. Nieuwenhuis & Mr. Martlew – Aye.

Ms. Everett – All opposed?

Ms. DeHaan, Ms. Everett & Mr. Cochran – Aye.

Ms. Everett – Thank you, George.

Mr. Martlew – Madam Chair?

Ms. Everett – Yes, sir.

Mr. Martlew – I would like to make one comment, too. The information that you feel was shared with everyone with the exception of you and Carol? I have not seen that information.

Ms. Nieuwenhuis – I have never shared it. It's, it's in an envelope. So, Mr. Porter's accusations are unfounded. I'm sorry.

Mr. Martlew – Does that help you to hear?

Ms. Nieuwenhuis – I've never, I have not shared it with anyone.

Ms. Everett – That's the first time that you've made that statement and that, that question has been raised more than once.

Ms. Nieuwenhuis – I called to be able to figure out how to be able to put a personnel issue on, and that's what I called and asked about. I think I made it very clear as we went through the meeting with everything there, if you'll recall back, everything that was brought through with Mr. Hellwege, I showed that it wasn't ready to come to a Board, that it was poorly presented and where we were at in a closed session, we had options. But I have never shown what's in the packet to anybody.

Ms. Everett – Ok, I mean, I'm...

Ms. Nieuwenhuis – And you never asked.

Mr. Cochran – And, and I know...

Ms. DeHaan – Well, we asked if there was, if other members knew.

Mr. Cochran – And, and...

Ms. Nieuwenhuis – I called to be able to talk about per-, I had, I had a personnel issue with Mr. Hellwege and I wanted to know how to be able to put it on and that is the reason that I called Mr. Porter. And Mr. Porter told me how to be able to go about it. And then I did, on the dates we agreed, did that. All the rest of this is just completely rumors and false and I have done nothing. You have put me through hell for nothing. But I have everything here.

Mr. Cochran – Madam Chair? And, and I've stated in previous meetings that I have not seen what's in there.

Ms. Nieuwenhuis – But it's here and ready for our attorneys to look at and then you're welcome to all, I'm sure it will become a Board packet, then. But you never asked me. You have someone in the audience who wanted to make a comment.

Ms. Everett – [unknown] speak?

Ms. Harrell – Yes. As a Comstock employee, I did not know anything of this, either, and Ann and I have a very close relationship. A employee of KABA came into Comstock Township several days before the meeting and told us that Ed was going to be fired at the meeting. None of the employees in Comstock knew about it. Ann did not tell anybody. The only thing she told me was that she had called Attorney Porter to discuss a matter that would be on, she would go off the agenda and needed to know how to do that. That was the only thing she discussed.

Ms. Everett – Ok. Thank you. Well, I, again, we're back to where we started and what we need to do, I feel, at this point what we need to do is KABA now has legal representation, each township has legal representation. I would like to see, I'm gonna, can we make, I'm gonna make a motion that we, and our KABA, can I assume that our KABA legal representation is on board at this point?

Mr. King - Yes.

Mr. Krueger – Yes.

Ms. Everett – Is that fair? Ok. Can I make a motion requesting that KABA legal counsel meet with township legal counsel? I'm not sure, no wait, let me change that. That's not necessary. The dispute here is among the units. So, my motion would be that Oshtemo legal representation, Cooper legal representation, and Kalamazoo and Comstock, that each unit's legal representation meet to begin the work on the amicable separation.

Ms. Nieuwenhuis – Madam Chairman, I wish that we could take one step back. I asked for this, I don't know how we do it, but I believe that a lot of what this is built upon is a misrepresentation of what occurred. And an opportunity, somehow, why we might be able to talk about what happened and what you think. I've heard Mike Alwine as Building Official say that they, they work well with every one of the townships. I think it is detrimental to every single township, right now, for KABA to disband. I understand where you're at, and I understand, and, and I don't know how we have a conversation as to where we are, but I'd like for us to be able to have a discussion so we could explain what happened, the concerns that you have and what we did. I really think that it is detrimental to every single unit to be able to disband KABA. And Comstock stands firm in this. We think it will be detrimental. We think it will be detrimental for Cooper, for Oshtemo, to be able to pull away from, from KABA. And I do think that it's fixable.

Ms. Everett – Well, the...speaking...

Ms. Nieuwenhuis – And our attorney has their hand up.

Mr. King – Could I, could I make one short statement?

Ms. Everett – Sure.

Mr. King - Um, in listening to your motion it appears to direct the units to have their legal counsel meet, and I'm not sure that this Board has that authority. What you could do is make a motion that, that, that, the, the KABA Board request the other units have their authority, that their counsel meet. If the other units want to do that or not, it's, it's their counsel...

Ms. Everett – Right, I'm...

Mr. King – And, and they, they really control that. I mean, you, you, you direct me, you don't...

Ms. Everett – Correct.

Mr. King - You don't direct their counsel.

Ms. Everett – Correct. I agree.

Mr. King - So, ah, I think the motion as it's stated, um, and I know it's not been seconded yet, but as it's stated, is something that you really don't have a pow-, any power to do.

Ms. Everett – Right.

Mr. King - If it was modified slightly, then it...

Ms. Everett – Ok.

Mr. King - It would be a suggestion, as opposed to a, a direction that all of the other counsels...

Ms. Everett – I understand. Um, well, speaking for Oshtemo, our Board voted, our Board made a decision and we're not attempting to dissolve KABA. Oshtemo is looking to extricate, use the provisions in the Inter-, Intergovernmental Agreement to no longer be a member of KABA. We're not saying that there isn't a KABA or that there can't be a KABA. And, and in that regard, sorry? Um, I have a, I have a letter that, from Oshtemo, from, from Oshtemo, that will, um, states our position. And I'm gonna withdraw that motion, so we can...

Mr. Cochran – Um...

Ms. Everett – Start over.

Mr. Cochran - Who seconded it, make sure we...

Ms. Everett – No, there was no second.

Ms. Nieuwenhuis – There was no second.

Mr. Cochran – There was no second, ok.

Ms. Everett- So, our, our letter, to, to the, to KABA is from, um, Oshtemo legal counsel, Mr. Porter. (Reading from letter addressed to the Board of Directors, a complete and faithful copy of which appears below):

I am writing on behalf of Oshtemo Charter Township. As you are aware, Oshtemo Charter Township and Cooper Charter Township have voted to authorize their Supervisors and KABA Board representative to take the necessary steps to terminate their respective association with the Kalamazoo Area Building Authority. The purpose of this letter is to ask, on behalf of Oshtemo Charter Township, that we begin negotiations toward a dissolution agreement.

We believe it is in the best interests of all parties that the Kalamazoo Area Building Authority be dissolved by agreement. Simply waiting until a budget cannot be unanimously approved in November of this year which would result in dissolution on December 31, 2016, would not be prudent.

Please keep in mind, while the KABA Board recommends a budget, it takes a majority of the “municipal units” (not the KABA Board) to agree upon a budget, otherwise the Interlocal Agreement terminates, and the assets are distributed per Section 3 of the Interlocal Agreement. Since we have a 2/2 split, it would appear that a majority of the municipal units will not be able to agree upon the budget.

In addition to the budget issues, it is likely that sometime during this interim period that (grammatical error appears in original letter) one or more units will raise a dispute with another local unit and/or the Authority, which would result in a call for mediation per Section 6 of the Interlocal Agreement. This would then require each of the municipal units (not the KABA Board) to select a mediator which will more than likely to result (grammatical error appears in original letter) in a deadlock (2/2 split) and resolve nothing.

Also, after mediating the issue of dissolution, we see no impediment to Oshtemo and Cooper Townships bringing a legal action to dissolve this organization as they would any other partnership, and no reason why a circuit court would not order such a dissolution. Why waste time and resources to try to preserve something that you cannot prevent from dissolving?

We would propose the dissolution of the Kalamazoo Area Building Authority by the end of July, 2016, which would:

- ◆ *Give us time to settle all the outstanding debts of the Kalamazoo Area Building Authority;*
- ◆ *Give us time to prepare a final accounting for winding up;*
- ◆ *Allow for adequate time to notify all creditors;*
- ◆ *Provide opportunity to notify builders within the Kalamazoo County area;*
- ◆ *Allow the Townships of Comstock and Kalamazoo to establish their own building department or form their own authority;*
- ◆ *Allow Comstock and Kalamazoo Townships time to acquire a new location for operations;*
- ◆ *Allow Cooper and Oshtemo Townships time to form a new building authority;*
- ◆ *Allow Comstock and Kalamazoo Townships, as well as Cooper and Oshtemo Townships time to hire the necessary staff to commence operations;*
- ◆ *Allow Cooper and Oshtemo Townships, as well as Comstock and Kalamazoo Townships, time to establish contracts for all IT infrastructure and database software, including but not limited to agreements with BS&A, IT Right, payables and payroll vendors, as well as time, to acquire adequate insurance and establish payroll procedures;*
- ◆ *Divide the undistributed funds and assets remaining at the end of operations as outlined in Paragraph 3 of the Interlocal Agreement; and*
- ◆ *Establish a distribution date for the assets.*

In addition to the logistical matters, the dissolution agreement should also address any outstanding liabilities of the Kalamazoo Area Building Authority to its member units or vice versa and/or third parties.

Therefore, we respectfully request each unit of government engage counsel for the purposes of negotiating and reaching an agreed-upon dissolution. If our offer to contractually negotiate a dissolution is refused, please let this letter serve as written notification that Oshtemo has a dispute with

Kalamazoo and Comstock Townships and wishes to enter into arbitration for the purposes of seeking dissolution pursuant to Section 6 of Interlocal Agreement (grammatical error appears in original letter).

Ms. Nieuwenhuis – I would ask that, um, this be submitted to KABA’s attorney and that you would come back with recommendations as to how the KABA Board, options that the KABA Board has. And that we not take any action on this letter.

Mr. Cochran – Ah, I...

Ms. DeHaan – Madam Chair?

Mr. Cochran – Go ahead.

Ms. Everett – Yes?

Ms. DeHaan – I have a letter I’d like to read.

Ms. Everett – Ok.

Mr. Cochran – Can I, excuse me, can I address...

Ms. Everett – Mmmmm-hmmm.

Mr. Cochran - Your letter first, please? I, I, ‘cause there’s a couple things. First of all, ah, this did not come from an elected officials. I realize that Oshtemo Township works differently than a lot of the other Townships, but this letter is represented from the attorney as opposed to one of the elected officials, who I think have, ah, should be the person sending this type of letter to the rest of us. Um, and, ah, second, they, this needs, this, the, all of this needs to be done as Ann said, but, ah, the attorneys, our attorneys now, ah, need to be able to review, first of all the Intergovernmental Agreement, the By Laws, all the rest of that. They need time to be able to dig and, and review and have an understanding of that before they do anything else. That’s gonna be, that’s gonna have to be a first priority, in my mind, so, ah, based on what I know most attorney’s schedule, um, we’re not gonna have, they probably aren’t gonna be able to have this done in a week. So, I think we need to look at, at, giving time enough, and, ah to, ah, to allow them before they, before we request our attorneys to meet with them in, in, for discussion. I, I, ah, just throwing that out. That’s, that’s all. Thank you.

Ms. Everett – Ok.

Ms. DeHaan – I’ll just, I’ll, before I read our letter, ah, our attorney was directed by ah, the Supervisor to write this letter. Addressed to KABA. Dear Ms. Everett, regarding the dissolution of KABA (Continues reading letter, a complete and faithful copy of which appears below):

This law first represents Cooper Charter Township, which is a participating municipality in the Kalamazoo Area Building Authority (“KABA”). As further explained in this correspondence, we are writing to request KABA’s cooperation in negotiating an expedient dissolution of KABA and a fair distribution of its assets.

As you know, KABA was formed pursuant to the Urban Cooperation Act, Act 7 of 1967, MCL 124.501 et seq., by way of an Interlocal State Construction Code Enforcement and Administration Agreement (“KABA Agreement”) dated March 5, 2012. The express purpose of the KABA Agreement was to create an authority so that the participating local units of government could jointly administer and

enforce the Michigan state construction code pursuant to the Still-Derossett-Hale Single State Construction Code Act, Act 230 of 1972, MCL 125.1501 et seq ("Construction Code Act"). Cooper Charter Township became a participating local government by way of an "Addendum Agreement" to the KABA Agreement dated October 18, 2012.

Relevant here, the KABA Agreement provides that the KABA Agreement must be terminated if a majority of the participating local units of government cannot agree on a budget:

The governing body of each unit shall either approve or disapprove said budget on or before November 1 of each year.

*If such proposed budget is not approved by all participating local units, the governing body of each participating local unit and the Authority Board shall meet jointly for the purpose of developing a budget acceptable to all units. If a budget acceptable to all units cannot be determined, those units that are unwilling to accept the budget approved by a majority of the units shall cease as of the beginning of the next fiscal year to be members of the Construction Code Authority and shall, accordingly, not thereafter be entitled to any further administration or enforcement of the State Construction Code by said Authority. **If a majority of the units cannot agree upon a budget, the within Agreement shall terminate as of the beginning of the next fiscal year, and each unit thereafter shall be responsible for its own enforcement and administration of the State Construction Code. In such latter case, any undisbursed funds and assets held by the Construction Code Authority shall be distributed between the units, after all expenses of the Authority have been paid, in the ratio of the dollar value of building permits issued by each local unit to the total dollar value of the building permits issued by the participating local unit in the preceding fiscal year.***

(KABA Agreement, Paragraph 3, emphasis added.)

Thus, if the participating municipalities cannot agree on a budget at the end of 2016, then the KABA Agreement terminates as of January 1, 2017, and KABA's assets must be distributed proportionately to the participating municipalities. Consistent with the provisions of the KABA Agreement, the Urban Cooperation Act states that "[u]pon termination of the interlocal agreement, title to all property owned by the entity shall vest in the public agencies that incorporated it." MCL 124.507(1).

As you are aware, recent disagreements among the participating municipalities make it extremely unlikely that a budget will be approved in November, and the disputes between the various municipalities are not likely to be resolved. Under the KABA Agreement, any disputes that cannot be amicably resolved must be submitted to nonbinding arbitration before a panel of five arbitrators. If such nonbinding arbitration does not resolve the issue, then any party may seek judicial relief. We believe that amicable resolution through nonbinding arbitration or litigation is unlikely, will ultimately be costly for taxpayers, and will merely delay the inevitable dissolution of KABA.

Rather than continuing to operate an authority that will undoubtedly terminate at the end of the year, and in an effort to avoid unnecessary legal fees, Cooper Charter Township wishes to negotiate an agreement with Kalamazoo Township and Comstock Township to dissolve KABA by July 2016. We understand that Oshtemo Township shares our position. We believe that the July target date will provide

adequate time to draft an agreement, prepare a final accounting, notify any creditors or interested parties, and address any outstanding debts, if any, of KABA.

Terminating the KABA Agreement and dissolving KABA by July will inure to the benefit of all of the participating municipalities. The municipalities will be able to establish their own building departments or authorities, or contract with other authorities for enforcement and administration of the state construction code. The municipalities will also receive an equitable share of KABA's assets following the satisfaction of any outstanding KABA liabilities.

We trust that KABA and its participating municipalities will agree that dissolution is the most prudent and responsible course of action. If our offer to contractually negotiate a dissolution is refused, please let this correspondence serve as written notification that Cooper Charter Township has a dispute with Kalamazoo Township and Comstock Township and/or KABA and wishes to enter into nonbinding arbitration for the purposes of seeking dissolution under the KABA Agreement.

Ms. Nieuwenhuis – Do you have copies for us?

Ms. DeHaan – I'm sorry, I do not, but I'll give it...we can make some.

Mr. Martlew – Madam Chair, I have a question.

Ms. DeHaan – Ok.

Mr. Martlew – From the conversations that we have had here, in the last hour or so, you have said, Carol has said, that your respective members were, memberships, municipalities were deeply upset with the manner in which Mr. Hellwege resigned. And I believe the implication was that that formed the basis of your dissatisfaction and further trust in KABA. And we have heard, you read your letter from Oshtemo's attorney, Carol read her letter from Cooper's attorney, yet we have also discussed that the basis of your discontent was baseless in itself. You did not know. Carol, you did not know. I did not know. George did not know. Because Ann shared the information that she had with no one. Yet it seems to me as though that's not really the reason that Cooper and Oshtemo want to leave. It can't be the reason. It doesn't make sense. And so, um, I would just like to, um, go on the record to say, as a KABA Board member, I do not believe a thing I've heard regarding the reasons that Oshtemo and Cooper want to leave. I think there's more to it. And so when we come into these issues of whatever the interlocal, ah, ah, intergovernmental agreement says, um, um, to say that, um, that will solve nothing to go to arbitration, I look at it as someone who's not involved in government other than to sit on this Board and one other in Portage and say what's the purpose of arbitration, then, what's the purpose of the courts, then, to not, if not to settle disagreements. The mere fact that there's a disagreement, doesn't preclude not using those mechanisms to resolve the agreement, or the disagreement. So, um, so I will go on record as saying I do not believe the reasons stated for dissolution are the true reasons. And that's all I have to say.

Ms. Everett – Ok. Good.

Mr. Cochran – Madam Chairman? I, I have one other point that kind of follows what Barney said. As of, um, November 4th or somewhere along there, ah, but definitely November 20th, three of us won't be here, because we're not running. Well, you might be, because you're running for trustee, right? Ok. You might be still with your...but two of, two of us, two of the Board will not be, ah, parts of their

government, which means they can't represent their units. Ah, and my, my question is, is, when something works as well as KABA has worked, this is, in relation to what Barney said, this isn't about the function of KABA. It's not about what KABA does enforcing the State Building Codes. None of the, none of this dispute is about that. There may be a question, we, we, we've all had, we've all had questions from Contractors and so forth about certain things that went on, we know we've got contractors in the area that are, that are requesting certain, certain, ah, inspectors not be sent to their, their sites, ah, regardless I've had conflict with other things like timeliness of, of, ah, inspections, but 98% of the time, KABA has functioned the way it was designed to be function, to function. So, it's not about KABA's function, it's about something else, just like, ah, Mr. Martlew said.

Ms. Nieuwenhuis – Madam Chairman? I, you know, I think, I, we were here, I'm trying to recall how many months ago it was when we were talking about where, where we were gonna move KABA. And Oshtemo Township Supervisor came in and placed a threat, saying that if KABA was to leave Oshtemo Township Hall, Oshtemo would pull out. Um, I believe that since we were starting to make some real movement about making a central location, I believe that's been Oshtemo's plan all along. And I believe we will be needing to talk to attorneys about that. For whatever reason, Cooper has decided to be able to go with it. I'm not sure who you're gonna hire. I'm not sure what kind of Building Department you're going to be able to have and how well it's going to be received by the people in Oshtemo and in Cooper. And quite frankly, ah, Carol had indicated her reason for, for having lost faith in KABA was because the building fees had not gone down. And yet, we didn't know what we were gonna need to do 'cause we were still looking to be able to move. So, I think George is really right. If you take a step back, the two issues was where we were gonna have a central location and the fact that the Board had not come, that there was dissention about whether or not we needed to leave or not. It was a 3 to 2 split on the Board as far as moving. So, whether or not we have a central location is something that we had not been able to resolve and the second was the building fees. And those are two pretty major issues as far as what we're gonna do. But again, exactly what George is saying, it had nothing to do with the way KABA is running. And I went back, Winkie pulled everything from back when KABA was created. And in there, it said two things that would destroy KABA. And Libby was part of it, George was part of it, Tim Hudson, I can't remember who else was in there.

Mr. Cochran – That's it.

Ms. Nieuwenhuis – One was for, being, favoritism, and the second was what would be in place for KABA when it ran amok? And I think we hit the muck, and automatically everybody said just dissolve it. I think we need to be able to sit down and have some really frank discussions about where we are and everything and if indeed it needs to be dissolved. But I'm thinking, some of you are facing competition. I don't think this is in your best interest or in the best interest of your residents and your businesses. And, um, I do not think that we can do anything of this by July. This is unfair, to be able to put something on a time limit on this for the KABA staff. We are hitting the busiest time of the year. If we're gonna dissolve it, it will dissolve at the end of the year. In the meantime, we continue to keep working, we continue to be able to be making sure that our residents have what they need, and we can continue to try and work this out or start looking for other places of where we're gonna be. But this arbitrary deadline of July is unreasonable, and unfair to the KABA staff and to our residents and to our businesses.

Mr. Cochran – Yeah.

Ms. Nieuwenhuis – And so far it's not been made public, but I think there will be backlash from this if we don't have a longer time to be able to see if we can truly work this out. Truly work this out. Or if indeed, Oshtemo wants to be able to keep its own Building Department at its Township Hall. Seems to me that that's more the basis of this than anything else. Thank you.

Ms. Everett – I would, I would disagree with that because, as you said, there was a split on the Board, it was 3-2. Three, three was the majority, so KABA could have been out of here a long time ago, because you had three members who thought KABA should have its own location, three votes could have directed the Executive Director, staff, or someone to find us another place...

Ms. Nieuwenhuis – We did. He never came through.

Ms. Everett – But then...

Mr. Cochran – More, more than once, more than once, we directed...

Ms. Everett – But again...

Mr. Cochran – We, we, we requested the Executive Director to find a location off this campus. And, for a, like a year and a half, and more than once the only thing, there, there was, he looked at two structures, one of which would have been very good, right next to the Holiday Express over there close to Building, ah, ah, there was two units, two suites in that, in that unit right off of 9th Street. And, and would of, would of worked well, and it still would have been very, very convenient for all of the contractors, parking, drive, access, the whole thing would have been. Ah, but at the same time, all of a sudden, we get another proposal, through him, we get another proposal for, for a, a, a, a, a situation to stay on this campus. And every time we would get, you know, start putting a little pressure on, we'd get a different, a different proposal to stay on this campus. And, and, and, and, that was history. It, it, it perpetuated itself through a, a, long space of time when we were asking to get off this campus. And we got, we got, no, ah, ah, ah, no proper response from him. That was part of the reason why a long time ago, I was very questionable as to whether or not he needed to be, still be here as Executive Director. And, obviously he decided he didn't want to be, so he left.

Ms. Everett – Well, I could, we could go back and forth with that, too, because, but, again, it, the discussion, it just, it disintegrates to a point where it's not useful. So, um, Oshtemo has made its statement, Cooper has made its statement, so going forward, we're, we're doing what was outlined in the agreement that we, that we could do, so I mean I, the next step that is that the dispute is among the units, so, as of the letters indicate, I would request that Comstock and Kalamazoo Townships legal counsel meet with our legal counsel and Cooper's, if they so, you know, want to do 'em individually or with us, whatever, and begin the process.

Ms. Nieuwenhuis – No.

Mr. Martlew – Well, Madam Chair, you come prepared, with legal counsel. The other two municipal members have not had that luxury.

Mr. Cochran – Yes, we have.

Ms. Everett – Actually...

Mr. Cochran – Yes, we have. For the last two meetings.

Mr. Martlew – Not to be faced with such letters.

Ms. Kaufman – But, I, I read the articles of incorporation. The dispute says thirty days to resolve and then to arbitration. So, if you are accepting those letters that they've filed, letters of notice of dispute, right now, thirty days. You know, why don't you try and work it out? That's just my personal opinion. Um, there's a lot on the table here and, hard feelings aside or whatever else is going on, I can't put my finger on it, but you all have an obligation to each of your individual units to do the best you can. Thirty days is thirty days. Unless I, you know, have read something wrong, um, but I'd ask you to consult with your own legal counsel. Because, you know, thirty days triggers arbitration, and then as was stated, you know, each party gets a, an arbitrator and, and, um, whether there's wisdom to that or not, I'd have to discuss that with my own clients independently. But the, the words and the articles of incorporation say due notice of dispute if it cannot be resolved within thirty days. So...

Mr. Porter – You have thirty days.

Ms. Kaufman – There's thirty days.

Ms. Nieuwenhuis – So, so my question would be to Comstock, from Comstock is, um, how, if, if there is a dispute, right now I don't get a sense that there's at least two municipalities willing to sit down and be able to have that conversation.

Ms. Kaufman – Well...

Ms. Nieuwenhuis – That they've already made their decision that they're gonna not do it. I guess the piece I would ask, and that's what I was saying, is could we sit down and be able to have conversations? Because we've not done that and that is how it was set up, was that when it ran amok, that you would have thirty days for people to sit down and be able to have that discussion. And we have not done that.

Mr. Martlew – No, we haven't.

Ms. Nieuwenhuis – And I'm asking that we would do that. That is the way that it was written, and Jim Porter was an active member in that and being able to understand that. And when you go back to the notes, that's what it says. And, and...

Mr. Porter – Ken, Ken Sparks actually wrote the Agreement, but that's ok.

Ms. Nieuwenhuis – But, but what I'm saying is, we're not following it.

Ms. Kaufman – Is, is there...who cares who wrote it? It's there.

Mr. Porter – Right.

Ms. Kaufman – You have thirty days to try and, if you want to, amicably in any way try to resolve, there's no, you, as is stated in the letter from Mr. Homier and Mr. Porter, there's no automatic right to go into negotiations for dissolution. I think what Comstock, or excuse me, Oshtemo and Cooper are saying is we don't want to wait around until the last dead body is laying on the ground, ah, we would like to amicably try to resolve this. Um, two are saying no, two are saying yes. They filed Notice of a Dispute, thirty days to try and work something out.

Mr. Porter – And if they can't meet within that thirty days, then we go to arbitration, so...

Ms. Nieuwenhuis – I guess the question I would have for our attorney is, if, if we were tried to dispute this, how, how, just to be able to sit down and have the conversation, how would we go about that in the next thirty days?

Mr. King – Ok. I, I think that the first thing that you need to do is understand that this is a notice.

Ms. Kaufman – Right.

Mr. King - And it appears to...

Ms. Nieuwenhuis – Mmmmm-hmmm.

Mr. King – The letters appear to be notices. You can receive the notice today and take no further action. Um, the record's gonna reflect that you received it today. The provision says this is a thirty day period before anybody can actually do the referral to, to arbitration. A period of time for the parties to get together. The Board can request that that occur. Um, and request that it occur at, I, I would suggest at the, at the Supervisor level...

Mr. Cochran – Mmmmm-hmmm.

Mr. King – Ah, so that all of the Supervisors would be requested to meet, um, to discuss it. Um, maybe even one member of each Township Board, in addition to that Supervisor. Ah, obviously you don't want a quorum meeting there, and you don't have the Boards, because then we have Open Meetings Act issues.

Ms. Nieuwenhuis – Each municipality has, um, an alternate, so perhaps what it would be is...

Mr. King – The alternates and the, and, and the Supervisor?

Ms. Nieuwenhuis – Well, if the, if the Board member isn't a Supervisor, they would be the Supervisor, but otherwise...

Mr. King – So, so, ah, I, I think that you really don't have to take any action on this today other than to receive what, to note that they've been received. If you want to request a, a meeting, then you can vote to have, to direct your, um, staff or who, whomever, since you, I don't know if you have an Executive Director right now, but, um, to, to schedule, to attempt to schedule it, um, with the, the units, um, and I would suggest that you, ah, um, that you, that you do that and do nothing else. In the meantime, I've only, needless to say, undertaken a cursory view of this. I did note one interesting provision in the arbitration clause, the arbitration clause, there are, there are five entities that ah, are entitled to select arbiters. Ah, it's the four units and KABA. And it says so right in there, so there are, there would be, there would be, there would be five units selecting, not simply a two to two, ah, vote. So that's an interesting provision. I don't know how that turns out but, that's what it says.

Mr. Krueger – Well, the other thing is aside from non-binding, each of those arbitrators would normally be an attorney. So, on top of each person having an attorney, they would hire another attorney to be their arbitrator in a non-binding fashion to sit down...

Mr. King – Yeah, the arbitration is non-binding.

Mr. Krueger – The only comment I will make is just from what I've heard today, is this, this case probably, rather than going through an arbitration process, screams for a mediation process. Which is completely different.

Ms. Nieuwenhuis – Thank you.

Mr. Krueger – And wouldn't cost as much money. And would allow the parties to maybe informally go through a thirty day period or a longer period with one attorney trying to figure out if there's a way to work out issues, and if there's not a way to work out issues, how it would end. But, the way this is set up and sending these Notices and doing all this stuff is just gonna, and I've, I've been told, I wrote down four different issues I'm supposed to research. And I'm sure every Township is gonna have their attorneys researching, researching those issues. By the time we get all done, there's not gonna be any money to split up.

Ms. Everett – Mmmmm-hmmm.

Mr. Krueger – So, that's just my comment on this, you know, from what I've seen and heard today. But it would be useful to think about, you're not required, if everybody agrees, you're not required to follow this. You could go an alternate path and then come back to this if you want to. You know, agree to do a mediation, if that doesn't work, do something else. But you can talk to your respective counsel about that option. I will obviously, um, I'm assuming that I will be dealing with Mr. Alwine on this...

Ms. Nieuwenhuis – Yes.

Mr. Krueger – And so I will tell him my opinion on that and then we can go from there. But, that might be a better option than going down every legal course and pathway you can find in this instruments, ah, and researching FOIA and researching all these other things you, we've talked about doing, maybe taking a stop and looking and seeing if there's a way to resolve some of the differences or there isn't. So...

Mr. King – One, one final thing. [unknown] And, and that's with regard to the dissolution. The, the Agreement only provides, appears to provide for one method of, of involuntary dissolution of this organization, and that is through the annual budget process, I think November 1 is the date I've seen in this. And the fact if a majority can't agree on a budget, then KABA ends up dissolving. So, the, the July date is, is kind of an arbitrary one. It's not called for in any of the documents. Um, if nothing, you do nothing and nobody agrees to do anything, the, the deadline is really November, ah, and not, not July. But, um, obviously an amicable resolution of the issues and/or an amicable agreement that you're not going to resolve, be able to resolve the issues, in which case ultimately, ultimately you can't stay together if, if you can't resolve issues, might be a, a, a better way to proceed than to, to, to force the documents to control, um, but that's for you to decide, not for your legal counsel. Your legal counsel's gonna tell you that the only thing I can find in my cursory view of this regarding dissolution and withdraw is, is that if a unit member, ah, doesn't agree to the budget, then they're out, ultimately. And if a majority doesn't agree to the budget, then KABA essentially ultimately dissolves. That doesn't mean that the remaining units can't form something else and do their own thing, but, but those things happen as part of the budget process, and not at any other time, so, um, I, I, I guess my recommendation would be that if you're going to do something today, you simply accept the notifications that you've received, and secondly if you wanna recommend a, a, a meeting, that you recommend, that, that you instruct

your representative, whomever that may be, to contact the other, the member units, and attempt to put together such a meeting. Um, and that you recommend that the, it be a meeting between fairly high levels of, of, of, of, of each unit, so that the, the, the, the people that are there, um, are the, some of, maybe not the ultimately, ultimate policy makers, 'cause that's the Boards, but, but very close to it.

Mr. Alwine – Based upon your understanding of the Agreement that you just, you know you haven't had much time to look at it, does the withdraw of two jurisdictions constitute a majority?

Mr. King – I, I would have to look at that, um, a, a, I don't know that that's a majority, I, It's, it's an equal number. A majority, see, would be fifty plus one, typically. Um, ah, courts are gonna construe language, ah, ah, by the common, by going to the dictionary and, and applying the dictionary definition. That's what attorneys do. We go to Black's Law dictionary or we go to some of the other dictionaries and say this is a common word, or we find a case that, that, where the court has done something similar. If it's a term of art that is actually defined in the Agreement, they'll apply it the way that it's defined in the Agreement. Majority is not defined in this Agreement as far as I could tell. So, you may have a point there, that fifty, fifty percent may not be a majority, ah, but I would wanna look a little closer at that and see what the dictionary definitions actually say. I've always know majority to be fifty, fifty plus one percent. Know what I mean? Just, just any, anything over fifty percent.

Ms. Everett – Cathy?

Ms. Harrell – Um, I tend to agree with, with the attorneys, the new KABA attorneys on this. I would also like to say that the July date, um, will throw our communities into chaos. This is the busiest time of the year for builders, and, um, Joe Citizen, who just wants to, you know, put in a new deck, will have no way of knowing which way to turn, and, um, will make each municipal-, municipality look very bad. And I, I would suggest that you take the budget route to do whatever you're going to do to get there. Our citizens time to learn what's going to happen next. Get us through this busy season. That's all I've got to say.

Ms. Everett – Thank you.

Mr. Cochran – Madam, Madam Chairman?

Ms. Everett – Yes?

Mr. Cochran – Based on comments that we've just heard, um, I, I'd almost like to not accept these today, and ask that each of the, each of the two units go back and, and possibly reset the target date. Because it will raise havoc in, in, in a great many ways, throughout all four, all four jurisdictions. Um, as, as far as the July 31st, ah, to, to, to, ah, be more considerate of their citizens, and, and, and the service that we, that we're required to provide for those serve, for those citizens, and reset that target date to November 1 and, and let's get through the busy season, let's get our customers, our, our citizens and our contractors and everybody taken care of, and reset that for, for November 1, which is, um, the budget date anyway, and, and let KABA do the thing that they do best and take care of our citizens, all of the citizens and our contractors and the stuff that goes on in our townships. And it also, ah, it doesn't matter whether it takes pressure off the, some of pressure is not going to be relieved, ah, as far as break away or whatever you wanna call it, ah, but I, I, I'm more concerned with the service to our citizens, and by the, and, and, and so forth, and, and it's possible, it's possible that because of the, moving forward with a different regime at, in KABA is going to even improve that more than, than, than what we've

done in the past. Then where we have been. And I, I just, I, I, I, that's, I, I would ask that, that each of the two, ah, jurisdictions reconsider their, their time frame.

Mr. King – Can I make one small correction to something that I said? And that is, I looked at the language in here again while you were speaking, and it's a majority has to agree on the budget, so fifty plus one percent if that's the, if that's the definition of a majority, have to agree on the budget...

Mr. Cochran – Right. That's...

Mr. King – In order to avoid the, the, the rule here. So, it's, it's not the, it's not more than fifty percent have to not agree, it's that the other way around. Um, and, and accepting, the other comment is accepting the documents doesn't bind you to agreeing with what's in them. Ok?

Mr. Cochran – Ok, that, that was my concern.

Mr. King – Ok, so, so, so, if you're worried about accepting the documents as, as quote, we're agreeing with the July, or June, July date, I, that, that's not what that means. I just saying that you, you got 'em, just acknowledge you got 'em.

Mr. Cochran – Well, and, and, and the sooner our representatives, ah, which, in your suggestion the Supervisors, the four Supervisors meet and, and have a discussion about this thing, um, ah, which is part of the thirty day program, whoever, whoever we designate, um, ah, the sooner they meet the, the better we're gonna be, anyway. The better off we're gonna be. And, and they needed to get that [unknown]...

Mr. King – Yeah. And, and, and both letters indicate, both letter indicate that they were set based upon action by the Township Board, so that relieves, to the extent that's true, that relieves one of the concerns that I had was that the letters weren't coming from the Board themselves, but I assume that there are Minutes available that will indicate that at a particular meeting...

Mr. Cochran – They have to be.

Mr. King - They authorize the, the, the attorneys to draft these letters and send the letters as would be only customary, um, so that's, that's, that's another issue that I initially had a concern about, but I, I'm gonna take the attorneys at their word that in the letters that when they say that they were authorized to by, by the Board, at least at this point.

Ms. Everett – That's correct, they were. Bernie, did you have something?

Mr. Main – Yeah. Um, [unknown] me with a representative, not really a representative, member of the Home Owners Association, do not dissolve this at the end of July. This is the busiest season and everybody says it hurts the builders, no, it hurts their customers. 'Cause with the banking laws that have been imposed and that, if you mess up C of O's and stuff like that...

Mr. Cochran – Yeah, that's what I said.

Mr. Main - And financing falls through and, you know, wait 'til it slows down, you know, we need a head's up that this is gonna happen so that we know that there's gonna be alternate places to get inspections and permits. If you do this midseason, that, that's like, you know, doing, doing major changes the day before election in the townships. I mean, it, it, it's unconscionable.

Ms. Harrell – I agree.

Mr. Main - Thank you.

Ms. Everett – Could...

Mr. Krueger – Madam Chair, Chairman, I have a, an appointment I have to make, but I wanna make one final comment before we stop and I will contact Mike sometime after this meeting to find out what the, ah, KABA's direction is on these particular projects. My, my last comment is this. We have the Open Meetings Act, you've got FOIA, you've got all these laws that put each of you in a position where you can't communicate as normal human beings in a lot of ways. Ok? And so, in my observations today, it seems like that may have created some of the issues that you're going through, so I would invite you to, unlike our Federal government, maybe try and talk about some of those issues to the extent that you are as a Board, because that's probably part of what's creating the issues that I'm seeing today, your inability to kind of communicate openly in a way that you don't want to have on a public forum, but at the other, on the other hand, you can't go back in a closet and have that same conversation, because, you know, that gets you in trouble.

Mr. Cochran – Yes.

Mr. Krueger – So, just keep that in mind when you're thinking about how you wanna transact business both up here today and in the future.

Mr. King – Yeah, let's, let's make one thing clear. You, you cannot deliberate. You, you're not, you're not silent or mum or anything, but you cannot deliberate towards a resolution outside of the confines of, of, of, of a public meeting.

Mr. Cochran – Mmmmm-hmmm.

Mr. King – Ah, we know that because one of our illustrious universities a number of years ago decided that they would choose their, their president by having their regents sit in various conference rooms and do kind of shuttle diplomacy between the two of them 'til they had picked the winner and then come back in, in, in the public session and choose the winner. And the Supreme, the Michigan Supreme Court told them in no uncertain terms that that was inappropriate and they shouldn't do that. Of course that university then just got the law changed allowing them to do that, so, so, but ah, but I would encourage you not to have individual deliberation type conversations with each other, ah, particularly to the extent that you have, you, you end up with a quorum doing it. Um, I don't, I haven't heard anything that leads me to conclude that that's happened in the past. I don't know enough to do one thing or another, but I would, just wanted to point that out so you make sure you are within the constraints of, of what you have to do to, ah, to keep doing things appropriately.

Mr. Krueger – And at some time we'll get our direction from Mr. Alwine, we'll, we'll see if we can deal with the issues that were presented, and give him, if he will be our primary contact I'm assuming. If you would vote him to have that authority, that would be helpful.

Mr. King – Are there...I, I haven't seen the agenda, ah, for today's meeting. Is there, are, are there other things left on the agenda, a lot of other things...

Mr. Cochran – Yeah, a couple.

Mr. King – And, and, and...ok.

Ms. Everett – Well, we're down to, um, well, we're sort of in the throws right now, of Board member comments and...

Mr. King – Alright. You're just at comments, so this is pretty much the last main item?

Ms. Everett – Yeah.

Mr. Martlew – Madam Chair, I do actually have two points of consideration that we added to the agenda...

Ms. Everett – Yes, that's right. I'm sorry.

Mr. Martlew – That I will withdraw at this time.

Ms. Everett – Ok.

Mr. King – Ok.

Mr. Cochran – Thank you.

Ms. Everett – So...and I'll try and get a clear understanding of where we are here. The letters have been submitted, so the thirty day, has the thirty day clock started?

Mr. King – I would have to look further to determine that. I, I'm simply asking that you acknowledge you received the letters.

Ms. Everett – Ok. And I mean, I would think that the, the idea for the four Supervisors, if it wants the Supervisors, that way we don't have a quorum of the KABA Board...

Mr. King – Or the Township Boards.

Mr. Cochran – Or the Township Boards.

Ms. Everett – Or the Township Boards.

Mr. King – Right.

Ms. Everett – So...

Mr. King – And then they can just bring, the, the, and, and maybe a KABA representative should be part of the group, too, and then you can all bring back to your respective Boards how, how, the, how the, how the discussions went.

Ms. Nieuwenhuis – So...

Mr. Krueger – Mr. Porter's aware and other attorneys are aware of how mediation would work. These letters that have been sent, that if the group decided, hey maybe we should try to mediate this, maybe there's a way to save this, or maybe if we're not gonna save it, there's a way to talk about how, you know...

Ms. Nieuwenhuis – Right.

Mr. Krueger – Not to save it. 'Cause that's up to the Board to decide. If you did it through a mediation, there's one person kind of going around from parties to parties to see if you could figure it out. But that first has to start through a discussion at the township level. KABA doesn't have the authority to do that, we don't have the authority to kind of guide you on that. But I would suggest that maybe each of the township Supervisors consider that possibility and, as opposed to sending a letter, because I will tell you under an arbitration provision, it doesn't say how long it takes, you have to take to select an arbitrator, how you select them, who can be an arbitrator. Can Jim Porter be an arbitrator? It doesn't say he can't be, but you know, we've already had some issues. Can I be an arbitrator? That's probably not a good idea. So there's all sorts of things that aren't included in that Agreement that will maybe create problems and, and more friction. Mediation, you lose all that, so if we can do it in some format like that, it will be much easier and less expensive for everybody.

Mr. King – Usually you follow the Triple A rules and you get a Triple A arbitrator and that's not an inexpensive process. I just want you to know, it's not. Um, so, but, um, I, I would suggest that you simply, the motion, that the motion be that you simply, um, acknowledge receipt of the two letters and you direct your representative, whomever that might be, to contact each of the member units to attempt to um, schedule informal discussion regarding the issues that gave rise to the letter.

Ms. Nieuwenhuis – Could we also add to that that we would have Mike Alwine as the KABA representative, and that Mike would find a place and a time and a mediator. Um, that way it's not any one unit trying to be able to, to do that.

Mr. King – And that should be done as soon as possible.

Ms. Nieuwenhuis – Right.

Mr. King – Ah, I have yet to, to really look at this closely, but if the thirty day period is beginning to run, you wanna to complete, you wanna do that in the thirty day period. Um...

Ms. Nieuwenhuis – And you have two Supervisors here, so Jeff, are you willing to be part of that?

Mr. Sorenson – Absolutely.

Ms. Nieuwenhuis – Ok. Alright.

Ms. Everett – I don't know that we, I would like to see the meeting with the Supervisors take place before we call in a mediator.

Ms. DeHaan – Mmmmm-hmmm.

Mr. Cochran – Oh, absolutely. That's what it sounded like.

Mr. King – It, it, it...

Ms. Nieuwenhuis – Oh, I thought you were saying that was the only...

Mr. Cochran – That's what it sounded like.

Mr. King – This is absolutely designed to do that.

Ms. Nieuwenhuis – I thought, I thought...

Ms. Everett – I thought, I thought he said, I thought you said including them.

Mr. King – No, no. As I say, this is absolutely the first...

Ms. Everett – Ok.

Mr. King - Very first step is to sit down like, ah, like the good people that we all know we all are and talk about our differences and do whatever we can to work them out.

Ms. Nieuwenhuis – I thought you were recommending that the four Supervisors, the KABA staff person would meet with a mediator and you're saying this happens first...

Mr. King – No, we're, we're suggesting that they meet in lieu of the arbitration process, which is after the thirty days, that a medi-, some sort of a mediation process, if all the parties agree, all the parties would have to agree, might be a less expensive and an even more beneficial process.

Ms. Everett – The four Supervisors meet.

Mr. Cochran – Yeah.

Ms. Nieuwenhuis – Right. So, Mike would reach out? Are, are we indicating that we would have Mr. Alwine reach out to each municipal Supervisor, ask if they're willing to do it, and find a date and time that we could get together and Mr. Alwine would be a part of that discussion, as well? Would be five of us.

Ms. Everett – So, I have a question. So, since the dispute is between the units, and not the units and KABA, that, it, the four Supervisors meet because they represent the units, and I'm not trying to exclude you, Mike, so don't take this personally.

Mr. Alwine – Sure.

Ms. Everett – I'm just not sure, is that, is that proper for KABA, a KABA representative to be involved in those initial discussions?

Mr. King – There's nothing that prohibits it, and quite frankly having a KABA representative there might answer some questions that the Supervisors don't know about the workings and runnings of KABA and how it works. I know that they're probably somewhat involved, but I would think the background and expertise might help with dealing with the overall issues and timing issues, ah, who better than to talk about what needs to be done if in fact it's the decision to, to...

Ms. Nieuwenhuis – Dissolve.

Mr. King – Disassociate, I'll call it, ok, then what needs to be done in the interim and how that timeline's gonna work than somebody from KABA that's actually involved in all of the undertaking? So I think that the KABA representative not only ought to be present to participate in the discussions, but is a great resource...

Ms. Everett – Ok. I just...

Mr. King – For the, for the other four.

Ms. Everett – I just wanted to be clear on what the procedures...

Mr. King – Yeah, there's no re-, the, the, there's nothing in this Agreement that says who, who, who has to be involved, what level it has to be at, how you do it, there's nothing in this Agreement that says that. It just says the parties should...

Ms. Everett – Ok.

Mr. Krueger – The, the other thing is, we don't represent the townships, so if you want our opinion on what we think it means, and, and maybe it's not as good as Mr. Porter's or someone else's opinion, but at least it would give Mr. Alwine, you know, some sort of input into the meeting, it might be different for you or something like that, but we...

Ms. Everett – No, that, that, that, I understand that, it just that...

Mr. Porter – Madam Chairman, if I could? I think it's up to the respective units to decide who they're gonna send, it's not up to KABA to tell them to send just the Supervisor.

Mr. King – I would agree. I would agree, but, but KABA obviously has the right to request that they, they send the people that...

Ms. Everett – A township representative.

Mr. King – Yes. And, and, and, and it's...certainly, Mr. Porter's absolutely correct. Just like with, ah, you know, you can't tell them what to do, you can't tell them what to do in this situation, but you certainly can request. You certainly can request that it be certain individuals so that it's at a high level, and, and...yes?

Mr. Cochran – Ah, two things. First, first of all, ah, that person, um, should be one of the elected officials from the, from the Board.

Mr. King – If that's who you wanna request as a Board, you can, you can request it...

Mr. Cochran – Ok, I, I, I, I would, I would request that it be one of the elected officials. Um, and, and then I, I will make the motion that we, ah, that the KABA Board, ah, ask their representatives, ask the Board members to, ah, go back to their townships and, um, request that one of our, and our, and, and, if possible, Supervisor or whomever the Board would, would designate, would get together and meet, along with Mr. Alwine, and, during this thirty day period, and meet and discuss and, and, and start the conversation as to where, you know, where, where we might go forward.

Ms. Nieuwenhuis – Well...

Mr. Cochran – And that that person be, ah, one of the elected, ah, officials from that township.

Mr. Krueger – You can request that, I would make that a part of your...

Mr. Cochran – That, that's part of my, that's part of my request. That's my motion right there.

Ms. Everett – But I think I heard you say, each township go back to their Board.

Mr. Cochran – To, to, we, we have to request from our Board, a representative to come and meet with a representative from the other three units.

Ms. Nieuwenhuis – Well...

Mr. Cochran – That’s exactly what they’re telling you.

Ms. Nieuwenhuis – I’m gonna have a hard time with that. We don’t have a meeting because of May 2nd and the election, so it would be ‘til the end of May.

Mr. Porter – Madam Chairman?

Ms. Everett – I don’t think you...

Mr. Porter – I, I heard a suggestion earlier that the Supervisor and the KABA representative or the alternate meet. That way the units that don’t have Supervisors here wouldn’t be at a disadvantage. Obviously you’re the Supervisor for Comstock. You know what’s happened or hasn’t happened, but the other Supervisors would be at a dis-, disadvantage, so having the Supervisor and a KABA Board member from the unit would make...

Mr. Cochran – Yeah, I, I...

Ms. Nieuwenhuis – But then that means we would fall under the Open Meetings Act, correct?

Mr. Sorenson – It would have to be Open Meeting, you’re right.

Ms. Nieuwenhuis – Which is fine.

Mr. Cochran – That, that, that, yeah...

Ms. Nieuwenhuis – I don’t have a problem with that.

Mr. Cochran – Right.

Mr. King – Yeah, you have to, you have to make that determination and do the appropriate special meeting notices and you got the 18 hour notice rule and all of that stuff to comply with if you’re going to have sufficient members there to either form a meeting of KABA, right, or form a meeting of any of the, the member townships, then those would have to notice it out. Also, um, um, you know, you, you certainly don’t want a situation where, where one member sends their attorney and the other members don’t send their attorney. Ah, it’s probably beneficial that, you know, I hate to say this, but that we, we stay out of that meeting, and we always like to be participants in everything, we attorneys. That’s like the, the, the, that is the underlying, we gotta know everything and we wanna do everything. But, ah, but it might be beneficial for you all to talk sans attorneys in that particular meeting. But it’s gotta be an all or nothing, you can’t, you can’t have, ‘cause as soon as one of us shows up, the others all gotta be there to make sure that nothing’s, you know, inappropriate’s happening.

Mr. Cochran – That, that, and, and, and that was my intent, would, would be one elected official from each, ah, each of the four jurisdictions and Mr. Alwine meet and, and, and start this discussion during this thirty day cooling period or discussion period, whatever we wanna call it.

Mr. King – Yeah, and, and, and...

Mr. Cochran – That’s my motion.

Mr. King – If it, if the motion is to do it within thirty days, that’s not an acknowledgement that the thirty days has run yet, ‘cause I haven’t had a chance to look at it, and I don’t want you acknowledging that,

yet. It may be that we'll ultimately acknowledge that, but, ah, ah, you, you put me in a little tough position here, trying to read this thing on the fly.

Mr. Krueger – With that, I'll, I'll contact Mike later this afternoon, and we'll let you finish up your business and leave, if that's ok.

Mr. Cochran – Can I have a second?

Mr. King – Thank you.

Ms. Nieuwenhuis – Thank you.

Mr. Cochran – Can I have a second?

Mr. King – I hope we've been helpful.

Mr. Cochran – Can, can I have a second?

Ms. Nieuwenhuis – You were. Thank you.

Mr. Cochran – Can I have a second?

Mr. Alwine – Thank you.

Mr. Cochran – Can I have a second?

Ms. Nieuwenhuis – Oh, if we have a meeting next Thursday, we've been meeting on Thursdays...

Mr. Cochran – Barney, can I have a second?

Mr. Martlew – For? Oh.

Mr. Cochran - I just made a motion.

Ms. Nieuwenhuis - Does that work for one or both of you?

Mr. King – Oh, we'll make it, we'll make it work.

Mr. Martlew – Ok.

Mr. King - One or both of us.

Mr. Martlew – Madam Chair?

Ms. Everett – Yes, sir?

Mr. Martlew – I'm sorry. George put a motion on the floor that, that I, I lost track of in the course of the discussion. And, so, may we have him present that motion again, please?

Mr. Cochran – Alright. I, I would move that the four jurisdictions go back to their township and, and request, we can't force, and request that our Supervisor or the alternate, ah, member, ah, representative, ah, meet with Mr. Alwine, so that we have the, just the, the four jurisdictions and Mr. Alwine meet, ah, sometime, I would like it within the next thirty days, depending on when the thirty days is supposed to start, but that would be safer, ah, and it be one of the, ah, elected officials, and, ah, from each Board. Ah, that's my motion.

Ms. Everett – Can I ask you a question about your motion?

Mr. Cochran – Yeah.

Ms. Everett – Um, I, maybe each unit operates differently, but, like, I don't think that I would need to go back to our Board to...

Mr. Cochran – What? No. I just, I...right.

Ms. Everett – To get permission for our Supervisor to go to a meeting.

Mr. Cochran – Right, right. And I, I, I don't...

Mr. Sorenson – We've already...

Mr. Cochran - I don't think I said Board in there.

Mr. Sorenson – We've already been directed to...

Ms. Everett – Well, no, I think his motion said go back to our Board...

Mr. Cochran – Go back to our townships. I meant townships. I'm sorry.

Ms. Everett – I'm interpreting that as going back to the Board, and I'm saying that...

Mr. Cochran – No, go back to our township and ask...

Ms. Everett - We don't have to go to our Board to ask for a meeting.

Mr. Cochran – Ask our Supervisor or alternative...

Ms. Everett – Ok.

Mr. Cochran – Representative to meet with...

Ms. Everett – So, each of us are going to request our Supervisors...

Mr. Cochran – Or...

Ms. Everett - Or alter, or KABA alternate meet...

Mr. Cochran – Right.

Ms. Everett – Ok.

Mr. Cochran – That it be an elected official.

Ms. Nieuwenhuis – And then that way it would not have to be an open meeting.

Ms. Everett – Open meeting.

Mr. Cochran – Right.

Ms. Everett – Right.

Mr. Cochran – Yeah.

Ms. Everett – I just wanna make sure...

Mr. Cochran – That's what I meant...

Ms. Everett – That I understood the motion clearly.

Mr. Cochran – There was a lot of stuff in that. God.

Ms. Everett – That was a long motion. Do we have support?

Ms. Nieuwenhuis – Support.

Ms. Everett – Ok, we have a motion and support. Is everyone clear on the motion? Um, all in favor?

Multiple voices – Aye.

Ms. Everett – Any opposed? Motion carries.

Ms. Nieuwenhuis – So, Mr. Alwine will be directed to be able to, um, each jurisdiction would, should get with Mr. Alwine and let them know who it is, ah, and then we can start to pick a time to be able to get together, correct? So, maybe if, Mike, you could send an email out to each one of the KABA members just, you know, so we could start a chain that says that? Ok.

Ms. Everett – Um, are there any other Board member comments?

Mr. Martlew – I have, yes...

Ms. Everett – Ok.

Mr. Martlew – If we are in that...

Ms. Everett – [unknown]

Mr. Martlew – Then, ok. Then, I have just two brief comments. Um, first, ah, in regard to the letter that, ah, Mr. Porter distributed regarding comments made by me, ah, if Mr. Porter chooses to see that as a personal attack, for whatever reason, I can't stop him from thinking whatever he wants to think. But I can say that you cannot correct factually inaccurate statements by drafting a letter that contains multiple factually inaccurate statements. And on a broader context, I would like to reiterate this. You have heard me say it before and I will say it again. When you have been entrusted with a leadership position, you are, at times, faced with the obligation to make hard choices and ask challenging questions. And failure to make those choices violates the obligations that have been entrusted to you. I will not violate those obligations. I have no further comment.

Ms. Everett – Any other Board member comments?

Ms. Nieuwenhuis – I just wanted make sure we get a meeting scheduled for next Thursday. Because I think...and even if we could go out for several Thursdays, I think it's important. It's always better if we don't need a meeting and we can cancel it.

Ms. LeClercq – I'm just the recording secretary, I don't, I'm not really supposed to have a voice here, but as the person who's typing up these transcripts, this is killing me. I mean, in all honesty, I, I have no ability to do any of my actual job. All I'm doing from week to week is typing transcripts. So, and this one

will be even longer than the last one. Um, so if we could kind of keep in mind the fact that at least one person from KABA now is completely off the staff in terms of doing any actual work when we're scheduling stuff, I would be forever grateful. Thank you.

Ms. Everett – Is, I don't recall. Did we decide that we wanted verbatim minutes?

Ms. Nieuwenhuis – Well, I think one of the questions has been as to whether or not there's going to be a law suit or anything. I think that's been part of what it is. And maybe one of the things we need to be looking at is, if indeed we need that, that we hire a court recorder who comes in here and does it.

Ms. Everett – Or the option is, they're recorded, we have audio recordings...

Ms. DeHaan – Mmmmm-hmmm. Motions and support and actions...

Ms. Everett – Um, I mean, I'm comfortable with, as long as we have audio recordings...

Ms. Nieuwenhuis – That's fine.

Ms. Everett – If that, if that was needed at a later date, then the minutes could continue like, like they were done before, in a summary fashion. I mean, I also do minutes, so I...

Ms. LeClercq – Right.

Ms. Everett - In fact, my comment was going to be to you...

Ms. Nieuwenhuis – Yes.

Ms. Everett – To commend you for your work on that, because doing minutes on a regular basis, I know how tedious and, and difficult it can be. So, my recommendation would be as long as we have the audio, audio recordings, the minutes in a summary fashion meet the, meet the criteria for recording, for having minutes.

Ms. DeHaan – I agree.

Ms. Nieuwenhuis – That's fine.

Ms. LeClercq – I would look to my Building Official to make that determination.

Ms. Everett – Are you not ok with that, Mike?

Ms. Alwine – Um, if the, well, if the Board is ok with it, um, we have the...My concern is, we lost some of the audio from one of the previous meetings...

Ms. Nieuwenhuis – Right.

Mr. Alwine - When we had Erin, ah, transcribing them. So, so, that's my concern. Um...

Ms. Everett – Well, perhaps maybe we set up two, two devices to record. I mean...

Mr. Alwine – We have, yeah, we...

Ms. Everett - I really feel for Kerrie, having to do that, because it really is...

Mr. Alwine – We have discussed getting another, a better device. I think we should do that. Before the next meeting. Let's, let's get another device.

Ms. Nieuwenhuis – So there would be two devices, and we would ask Kerrie just to do...I think what I'm hearing is that you would prefer to have just a summary of the meeting minutes.

Mr. Alwine – And we can just...

Ms. Everett – Keep the recording.

Ms. DeHaan – Keep the recording.

Mr. Alwine – Yeah. And we'd have the recording?

Ms. DeHaan – Right.

Mr. Cochran – I, I, question, if, if we, if we were going to go to that point...it's a lot of money, I, I was thinking of, of a regular Dictaphone, you know, a recording so they could, could run the foot pedal and, you know...

Ms. DeHaan – That's not...

Mr. Cochran – But that, it's, it's super expensive and...

Ms. DeHaan – I don't see why you can't have a summary of motion, support and action and keep the, the tape so if there's anything legally that comes up. To me, that's just common sense.

Mr. Cochran – I, I, I, I would, I would agree.

Ms. Nieuwenhuis – Kerrie, what does that seem like to you?

Ms. LeClercq – I think that there's a lot of things missed that are very, very important right now, speaking as...

Ms. DeHaan – But we have the tape of it.

Ms. Nieuwenhuis – But then you don't...

Ms. LeClercq – We do, we have two, you're gonna have two and a half hours of tape to go through to try to find one specific piece of information if you're looking for it. Um, just speaking as a person, as a member of KABA, as, as frustrating as the, the transcription process is, I'm much more comfortable having every word down on paper. When we're talking about my job. That's, that's just me.

Mr. Alwine – I, yeah, I understand what, what Kerrie's saying completely, because that's, that is the staff's fear, because of everything that has...

Ms. Nieuwenhuis – Right.

Mr. Alwine - Been discussed over the past several weeks. So, they want a, Kerrie's concern is that every single word that is said is recorded, um, because that is the case. Um, and I'll elaborate when we get to staff comments, but...

Ms. Nieuwenhuis – Well, is it possible for Mike to look into what it would be to have a court reporter come to, to be able to get that, um, if that's indeed...I, I would think that within the next couple of meetings, this should, having every word recorded, hopefully we'll either figure out that we can mend our ways and move ahead or we're not and when that would be. But...

Mr. Alwine – Yeah.

Ms. Nieuwenhuis – But I do sense their concerns.

Ms. LeClercq – I, I would certainly...my statement is only in terms of a, a temporary basis...

Ms. Nieuwenhuis – Right.

Ms. LeClercq – Until we figure out one thing or another. I certainly would, would anticipate that we can return, if we return, that we could return to a summary of the minutes at some point, but right now, given what's, what's discussed at every Board meeting, I would feel more comfortable having a transcript.

Ms. Nieuwenhuis – I get a sense, too, that Mike feels strongly about it as a Building Official, that he would like to be able to have it written down, so that if we need to refer to it, it's there. We don't have to hire someone to come in and do it.

Ms. Everett – That's fine, I was just trying to take some of the burden off...

Ms. LeClercq – No, and I, I appreciate that, I know that you were motivated...

Mr. Alwine – Well, and that's why, that's why I say we do that, because this has been, this has been truly exhausting for the KABA staff, and particularly those two, um, and myself, um, and it has taken away from our daily duties and it's, it's, it's exhausting, so, if we could, yeah, it would help. Kerrie spent a tremendous amount of time transcribing the last two meetings, so...

Ms. Nieuwenhuis – Let's look into a court recorder.

Mr. Cochran – Madam Chairman?

Ms. Everett – Yes, George?

Mr. Cochran – And, and, and, because of the weekly meetings, it puts much more pressure on them. My, ah, my question is, do we need to meet weekly or could we go to a two week schedule that would give, take some pressure off getting these things done, it would give the opportunity for the conversation to go on among the representatives, perhaps, between now and then, um, I, I, I, I'm not sure that coming back next week isn't just gonna to be another rehash of what we've done the last two weeks or three weeks. And, and...

Ms. DeHaan – I kind of agree with that.

Ms. Everett – I agree, too.

Mr. Alwine – It's extremely...

Mr. Cochran – And I was, I was...

Mr. Alwine – It's extremely difficult to get prepared week to week for the next meeting...

Mr. Cochran – Right.

Mr. Alwine – And, and to carry on daily operations.

Mr. Cochran – And, and, and it takes the pressure off the staff...

Ms. Nieuwenhuis – Yeah.

Mr. Cochran – and, and, and it, it gives us an opportunity, it gives an opportunity for conversation. It's also going to give an opportunity for, for, ah, ah, getting in circulation the stuff that's in that envelope to the, to the units of govern, government. I would hope that comes soon, um, and, it, it, and, and for some review and then we have when we come back in two weeks, we have something different or we have, we, we can approach the thing from a little more, a, a, a understanding idea as to what are some of the things that went on and why they went on and it also takes pressure off, so...

Ms. Everett – What if we, what if we, um...Mike, you're gonna organize the meeting with the Supervisors. Why don't we wait and see what that date is going to be? 'Cause I'm not sure there's any point in our meeting before that.

Ms. Nieuwenhuis – Only reason...

Ms. Everett – Unless you have operational...

Ms. Nieuwenhuis – Yeah.

Ms. Everett – Issues that...

Ms. Nieuwenhuis – I know you have problems with the website and some other things, so, I, I didn't know if those require Board action or what you need.

Mr. Alwine – Um, no, those are minor. We have a mountain of things to deal with, um, and, and I think...

Ms. Poehlman – And we have attorney representation now...

Mr. Alwine – Yeah.

Ms. Poehlman - So if they say that you, the Board is required to vote on this...

Ms. Nieuwenhuis – Oh. Good point.

Ms. Poehlman – The attorney can advise us at that point [unknown]. Can we get this initial meeting arranged and organized first, then schedule the next meeting. It seriously would relieve a lot of pressure on us, too, because we have normal business to conduct.

Ms. Nieuwenhuis – Yeah.

Mr. Cochran – And, and, and, another thing, we know that in our townships, our three, Clerk, Treasurer, Supervisor, form a, sometimes a executive committee, and we have that available here, if the other two Board members, as long as they know about it, ah, would, would, of course, most of our trustees don't know about it when we do those things, sometimes, never mind, um, but, if, if it came to something that

really had to have a quick, quick answer or response, then the three of us notify, get our opinion and we let them know what's, that, we could make a decision if necessary and then, and then let them know, or you don't wanna do that?

Ms. Everett – Well, I don't wanna get caught in a round robin Open Meetings Act violation...

Mr. Cochran – No, I, I don't, I don't disagree, but what I...

Ms. Everett – I think Jannette and Mike also, they now have, they have access to legal representation. If there's something that needs to be purchased, we could set a limit on allowing, you know, you could purchase what, things up to a certain amount...

Mr. Cochran – It's there.

Ms. Everett – Is that already in place [unknown]?

Mr. Cochran – I believe it's already a policy.

Ms. Everett – Ok, so, I think, I think we're fine. I think we need to have Mike organize the meeting with the Supervisors and the KABA representatives. Let's find out what that date is, and then schedule the next KABA meeting date. 'Cause I really don't think there's any need for us to meet until that happens.

Mr. Cochran – Ok. I agree. Thank you.

Mr. Alwine – I agree.

Ms. Everett – We don't need a motion for that, do we? We, we just have consensus on how we're gonna move forward?

Ms. Poehlman – Mike, did you...

Ms. Everett – Are you clear on that?

Mr. Alwine – Yeah.

Ms. Everett – Ok. Any other, ah, Board Member comments before we move to staff? I want to give them an opportunity. Ok, staff comments.

Mr. Alwine – Jannette and I have an appointment at 11:30 that we've got to get to. We both have some comments, if we can go ahead and then maybe, be excused?

Ms. Everett – Yep.

Mr. Alwine – Ok. Based upon everything that is said, my concern is this, this whole dissolution of KABA. I don't understand and I'm hoping that our legal counsel can enlighten us and maybe once we, the, the townships legal counsel...I don't understand why two entities, or two jurisdictions can't leave and then leave the other two alone and let KABA continue on their merry way. Um, that being said, that's what I, I, I am a positive person, that's what I believe is gonna happen, so this is based upon that. And that based upon everything that has happened here, what we've seen transpire, from this point forward, KABA's going to lick our wounds, move forward, and learn from these mistakes. Primarily, the Executive Director position, or whatever title it may take on, is necessary for operations such as payroll, benefits, strategic planning, marketing, HR management. I think we can all agree that that's a necessary position,

but that from this point forward, the position of Executive Director must be an independent individual, not affiliated with any member township. I will be suggesting that in the future to the KABA Board that a change and/or amendment in either the policy or bylaws would reflect that. And this is my hopes that KABA's going to survive and continue on. Um, second, and I think most obvious, um, which has kinda been resolved, is that KABA legal counsel be independent from any affiliation with member townships, as well, and that this is reflected in the policies. That being said, I'm gonna fight as hard as I can to move KABA forward, to continue to make improvements. I've been here a little over six months. We've made some improvements, I'm gonna continue that. And I'm gonna continue to do the best that I can do. Um, whether we, we do it with the four jurisdictions that we have, with or with them, um, that's what we are going to continue to do. But regardless, we will continue to grow and improve. And if at any point, any member township that withdraws or wishes to withdraw from KABA chooses to reconsider, KABA will welcome them with open arms. I speak on behalf of the staff, and I believe I also speak on behalf of the remaining members of the townships of KABA, whoever they may be. That is all I have.

Ms. Everett – Thank you. Anything else? Jannette? Kerrie?

Ms. Poehlman – Yeah. I just wanna say, um, very briefly, and hopefully we'll have more time to talk later, but I, as well, felt we had established a friendship. And also with Carol. Um, and each, I didn't really know Ann, Barney, or George, but I felt I'd had the opportunity to build a friendship with both of you. It wasn't personal that I didn't speak to you. It was based on five months of, or at that time four months of conversations that the Executive Director had with me that built up my distrust in who I could speak to and so, and other conversations with Oshtemo staff that, where I felt that I needed, I took my initial grievances and my issues to the Executive Director. And as I was continually stonewalled or dismissed, I thought, and after two comments that I felt could affect KABA into EEOC violations, I said...I stood on this for a long time. It wasn't like I jumped the gun and did something to hurt Ed. I liked Ed as a person. But he was making poor decisions and saying things that I didn't feel were professional. And I took, I went to the one person that I was responsible to go to, and who I felt I could trust, and who was next in line and my superior, which was Mike. What happened with the information from there was not my decision. I went to Mike. I was asked to very quickly, in like thirty minutes time, to compile information and notes, which I very quickly grabbed together, that he asked me for. How everything rolled out after that, um, I then ended up; being a scapegoat, 'cause immediately following the meeting, neither one of you came up to me after the meeting where he resigned. I was upset, I didn't know how to respond. I didn't want Ed to resign, but he threatened resignation to me all the time, because if one of the Board members didn't agree with him, or he had a hair crosswise, he was continuously telling me, I'm just gonna resign. You know. And I was just like...ok. So, the fact that he resigned, it more or less didn't surprise me, but what surprised me is that neither or you checked to see if I was ok. I was very upset. This wasn't what...

Ms. DeHaan – I didn't feel it was my position to get any more involved with any of this he said / she said. That was my, I had not talked to anybody...

Ms. Poehlman – But how did I become the scapegoat immediately after that with he said /she said, because...

Ms. DeHaan – You weren't the scapegoat.

Ms. Poehlman – Right after that, you and you went into, Jim Porter, went into closed doors with Ed for nearly two hours, no word was said, other than he called individual people into that room afterwards, telling them to watch their back with me. I'm sorry that my actions were the correct actions to protect KABA. And I actually at one point said, I would like to talk to Carol, but I was told don't talk to no Board members, and then I was accused that if I do talk to a Board member, then I'm violating some employment contract. I don't have a contract.

Ms. Nieuwenhuis – Mr. Porter, you made that comment to me. You said that both Mike and Jannette had violated their employment contract. You said that to me. They don't have an employment contract. That was, that was the threat that you shared.

Mr. Porter – I don't remember saying that.

Ms. Poehlman – Since that time, boxes were taken out of Ed's office. No one said to me, out of respect to me or Mike, we would like this office, let's have a civilized conversation. I left, the day Ed resigned, actually the day after Ed resigned, crying, because this is not supposed to effect and become a personal vendetta against KABA and KABA employees. This is business. All this personal stuff that's involved, I'm appalled by. I've, I've, I've worked for professional organizations that every decision was made based on business relationships decisions, not personal. Those are set aside. Had I, had I let my personal feelings about Ed to get involved, I would have never spoke to Mike. I went to Mike purely and professionally. No personal. I told him, I said I like Ed. I, I don't know how to get through to him. This is what, this is what's been said. We've got EEOC issues here, um, we've got benefits, issues with the benefits, and I was flustered. Flustered. At one time...

Mr. Alwine – And I told her...

Ms. Poehlman – I actually wanted to speak to you, Carol. I was at my wit's end. I was working long, long hours. This was supposed to be a forty hour a week job. I was working weekends, 'til 10 at night, to do, um...

Mr. Alwine – Strategic planning in two weeks, that he...

Ms. Poehlman – That I, numerous times, asked him for help. Ed, I need this from you, I need this from you. Can you give me this? How do you want to proceed? You're the Executive Director, how do you want to proceed? I got nothing from him. You were, unfortunately, not there. And so I didn't have the opportunity to speak to you. And so, for you to accuse me of saying that, you know, come back at me as that, oh, you thought we had a friendship, backatcha, Deb.

Ms. Everett – No, I didn't say friendship, I said professional relationship.

Ms. Poehlman – No, you actually said that you felt hurt because we had established more than a professional relationship, that a friendship. That's what you said.

Ms. Harrell – That's exactly what you said.

Ms. Poehlman – And then, because your friend resigned, you took it personal. You couldn't separate from that moment on the fact that he was...

Ms. Everett – I'm not gonna sit here and argue about it. That's not the case, and that's, you know, we're going down that road again, that...

Ms. Poehlman – I know you don't want to rehash it, because, but, this, this...

Ms. Everett – It doesn't accomplish anything.

Ms. Poehlman – The facts are the facts.

Ms. Everett – I mean, I did what I felt...you had, you had...

Ms. Poehlman – This was for KABA...

Ms. Everett – You had your feelings and I had mine. We've all had feelings about it one way or another.

Ms. Nieuwenhuis – Ok, but you read your letter, let's let her finish.

Ms. Everett – That's fine.

Ms. Poehlman – I never interrupted you, Deb.

Ms. Everett – I'm sorry. Continue.

Ms. Poehlman – I let you speak.

Ms. Everett – Go ahead.

Ms. Poehlman – I just wanna conclude, if you ever want to have a private conversation, I'll have one with you, gladly. But because of the minutiae of all this junk that has evolved over me doing what was right to protect our organization and save jobs and protect the communities. My mother lives in Cooper. I live in Oshtemo. And I'm concerned about the citizens. And that's why I spoke to Mike. I have an intense level of integrity and I care about people, even that I don't know. And I had to do what was right. That's it. Pure and simple. That's all I have to say for right now until I get attorney representation.

Ms. Everett – Anyone else have any comments? I think we've exhausted our agenda and we're adjourned.

Minutes Approved on May 19, 2016.

