

MINUTES

KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

REGULAR MEETING

November 12, 2015

ITEM 1 - Call to Order

The Regular Meeting of the Kalamazoo County Consolidated Dispatch Authority was called to order by Chairperson Beam, at 3:35 p.m. in Room 1040 at the Western Michigan University Fetzer Center, 2350 Business Ct, Kalamazoo MI, on October 12, 2015.

ITEM 2 - Roll Call

Introductions were made.

Members Present: Bob Beam, Rick Fuller, Thom Canny, Don Martin, Jim Ritsema, Jeff Hadley, Scott Merlo, Janice VanDerKley, George Cochran, Claudette Reid, Ron Reid, Tim Bourgeois, Ed Switalski, Jim Pearson, Dale Hinz, Bill Fales

Others Present: Dan Mills, Julia Jankowiak. Larry Shaffer, Dena Smith, Mark Meijer

ITEM 3 - Approval of Minutes

Motion made for approval of the October 8, 2015 minutes. The motion carried by a voice vote.

Motion made for approval of the October 26, 2015 Special Meeting minutes. The motion carried by a voice vote.

ITEM 4 - Citizens' Time

No citizens shared at this time.

ITEM 5- For Consideration

- A. Old Business
 - 1. Committee Updates:

Search Committee: Jim Pearson

Mr. Beam understands that there are people who take exception to the proposal by Search Committee.

Mr. Pearson indicated that a proposed salary of \$105,000 was presented to Mr. Troyer. Mr. Troyer inferred that having this discussion with \$113,000 first 2 years; \$118,000 for 2nd two years. He is leaving something where he is entrenched and coming to something that isn't fully funded. The higher salary was offered because he was top of our list.

Mr. Shaffer talked to Mr. Troyer last night. Mr. Troyer is in Arkansas at a funeral so is unable to be present at this meeting. This is a premium salary and contract. However, this job is going to require a ton of work by Mr. Troyer...not a standard 40 hours per work, at least 50-55 hours. He will be dealing with many issues such as unions, contracts, garnering public support. He is uniquely positioned to meet this challenge.

See attached proposal presented by Search Committee.

Mr. Beam stated this is the initial bones of a contract; a meeting with Mr. McGlenn or someone from his firm will take place to come up with a legal document

A Motion to accept the proposal presented by the Search Committee (see attached) was made, and supported by voice vote.

Discussion ensued.

Mr. Fuller would have liked to have tabled this for today. He has many concerns regarding the contract. He does want Mr. Troyer as the Director. Mr. Fuller believes Mr. Troyer can help us make this happen. He understands the Board really wants to make this happen. The 14% for retirement is his biggest concern. He wants to make sure we do this right.

Ms. VanDerKley asked if someone could provide background as to where the 14% came from. This is something she also questions.

Mr. Pearson and Mr. Shaffer stated that he currently receives 14% in Calhoun County. They didn't initially bring it up. Mr. Troyer came back with that number as that is what he currently receives.

Mr. Beam asked if they could go down the list and compare the offer with what he currently receives from Calhoun County.

Mr. Shaffer provided a brief overview. Mr. Troyer's salary is as follows: \$81,000 in 2013; \$84,000 in 2015; \$87,000 in 2017. We initially proposed \$105,000 for first two years with \$108,000 for the second 2 years. He currently has a \$3,000 performance bonus. Mr. Troyer asked for \$5,000. His current car allowance is \$425. He does have a health plan that includes vision coverage as well as a dental plan. There was no reference to life insurance in his current contract; Search Committed offered 2 times his salary. Mr. Troyer receives retirement through MERS at 14%.

Mr. Troyer is to receive a onetime payout of \$7,500 if he gives Calhoun County a 60 day notice. If he were to give less than 60 days notice he loses that \$7500. We could always try to work with Calhoun to split the \$7,500 if we want to get him here in 30 days.

Mr. Shaffer and Mr. Pearson conference called with Mr. Troyer approximately five times. Mr. Shaffer talked to him individually 2-3 times. We're at or close to the bottom line with him now.

Mr. Bourgeois questioned the sick bank of 600 hours. Mr. Shaffer stated it is in place as short term disability coverage.

There were questions on health coverage.

Ms. VanDerKley wanted to go back to the premiums. She questions that we are paying 100% of his premium rather than him paying part; also us contributing the 14% retirement. Also, it doesn't specify if it is for him individually or his whole family. If we pay 100% of policy premium now with COBRA what will expectation be when we have a full policy in place with all employees.

Mr. Reid views this as a 4 year deal. This is not sustainable as an Authority. Public Act 152 needs to be referenced that talks about MERS and copay. He will have to pay 20% of the premium for healthcare. Mr. Reid would like to see 10% MERS; 4% contribution.

Mr. Hadley commented that when he comes back to renegotiate we will have to live with what we start with. No one will go back on their compensation in a renegotiation. He has pause as to what we may be establishing with the 14% and what others may expect. Will this make him the highest paid director in West Michigan? If there is consternation with Troyer's contract amongst the Board it will not be a good situation for Mr. Troyer to come into.

Mr. Reid wanted more information on how they came up with 8 months' severance where he had 15 weeks prior. Maybe 6 months would be better. He wanted a year, why?

Mr. Shaffer stated they countered with 6 months and agreed on 8 months, there was nothing magical about 8 months

Mr. Reid indicated we put in \$4,000 and then \$6,000 for performance. We aren't defining what performance is. We need to have some specifics for him to earn that performance money. Mr. McGlenn may have a problem writing a contract without specifics.

Mr. Cochran stated it is listed under Performance Compensation that this Board will list 3 specific goals to Mr. Troyer each year to be met. The specific goals are not part of a contract.

Mr. Beam indicated the Technical Committee has benchmarks set that he would have to hit.

Ms. Reid said a lot of these items are what we expect, not something extra. Was there any indication from Mr. Troyer as to what his plans are during the development as far as who he would be bringing on to assist him?

Mr. Shaffer indicated that we need him first. We can't discuss others until a budget is done which won't happen until a Director is hired. It doesn't make sense to describe the entire organization until we have a Director in place.

Mr. Pearson stated they took the direction that we don't want to micro-manage the Director.

Mr. Canny stated that after his discussion with Mr. Heppler he came away that there is an urgency of if you lose this person and go on a new search, with that type of a sudden stop in the process you may not be able to recover from it. If you don't get an Executive Director where and when will this go forward? He has authority to approve the bones of this. He has a bit of issue with the straight out \$625 car allowance. It may be beneficial to have more specificity in the numbers. He does not see sick time as an issue as that is his short term disability.

Mr. Fuller said that based on statewide numbers a Deputy Director makes 80% of Director. We will be paying people who don't have the responsibility, very little liability, no direct responsibility of any staff more than some directors.

Mr. Switalski had discussed things with Mr. Barnes and he agreed the numbers make sense. There is a sense of urgency with fire chiefs. They don't want this to stall. We need to hire somebody to take this job and run with it, get this up and running. \$625 would cover payment, gas, maintenance, etc. Look at all of the driving he will be doing.

Mr. Beam asked Mr. Shaffer if the proposed salary rates are inside the range we had originally set.

Mr. Shaffer stated they are above that range. Originally set \$90,000 and realized that would not happen. They originally proposed \$105,000 to Mr. Troyer for all years and he came back with the current proposal.

Mr. Beam stated he has already completed two consolidations and ours is very complicated. We have not been able to technically agree on the path forward. Whoever does this has to be capable of doing "the speak". He senses Mr. Troyer is capable of selling. His perspective is the fringe package we have to be very careful with that as we will be negotiating with employees. We're trying to replicate what Calhoun has done for him. At the end of the day he would hate to lose him on a fringe package.

Mr. Beam asked for an advisory vote. From his Chair perspective he would like to press on.

Mr. Ritsema suggested that maybe we are looking at this position wrong. Cited as Executive Director operating the center, lets view or identify it as a person who is starting this up; not a director of an already established center.

Ms. Reid agreed as to looking at this as a start up. Four years seems like a long time for a set up. Severance seems high for that type of view. Are we looking at conceptual and then we will finalize and go forward.

Mr. Ritsema retrieved information on health insurance issue. It appears an 80/20 split for health including HSA is what the law calls for.

Ms. VanDerKley is interested in the procedural of it all. We are trying to replicate Calhoun's fringe but he is getting a much higher salary with us. She would almost rather see the higher base pay with a smaller fringe.

Mr. Switalski stated that our County is much larger than Calhoun County.

Mr. Hadley stated Ottawa County is comparable and what we are offering is more.

Mr. Canny stated it is a good idea to create a distinction with this contract. We're hiring this person as an architect and engineer and then somebody else (maybe him) will run and maintain the building who then will get paid less. We're jumping too far the linear path. It will take a lot of work to meet with everyone and put a plan together for consolidated dispatch. Going from a stable environment to one that is not even established yet, severance may be warranted.

Mr. Pearson likes Mr. Ritsema's idea. When hiring a consultant the pay is at a premium, work is harder. The 4 years is appropriate to get it established and actually running. This is not a final contract. PA152 Rules were not covered in the negotiations. Mr. Pearson agrees with Mr. Switalski that Mr. Troyer will be driving all over the county and car allowance is warranted at this time.

Mr. Hinz agrees that Mr. Troyer is the right person. Mr. Hinz has worked with him before; he is the guy for us. He doesn't think we want to walk away from our #1 pick to go back out and hunt for a #2 pick over this.

Mr. Bourgeois worries about going back to the voters. Mr. Troyer needs something to jump over. He wants this challenge as much as he wants to take it. To set this into a clear contract to start up only Mr. Hinz is not sure how this will sit with Mr. Troyer as he may want to stay,

Mr. Cochran stated the Board needs to look at this as a start up as opposed to telling him as such. If he gets this done for us in 3 years and he leaves for something better we don't have a payout on severance.

Mr. Beam would like to call out PSAPS. Are we going to go with the ballpark of this proposal?

Mr. Ritsema stated that PA152 will take care of Items 6, 7 & 8.

Mr. Canny is unsure if the Act is applicable without the employees.

Mr. Beam stated he is of the understanding most feel retirement should be offered 10% MERS with 4% of some other type.

Health coverage should have an employee contribution. He is hearing there should be 20%.

Vehicle allowance – Agrees with the \$625

Maybe we should go 3 years and renegotiate at that point to see where we are

Mr. Fales asked for any information on what Executive Directors in comparable counties are compensated. Can the basis of 80% for Deputy Director be based on comparable counties, not what we have as our initial Director? Mr. Fales expects the center should be operational within his contract.

Mr. Beam stated we are asking him to devise a plan to implement the consolidated dispatch system.

Mr. Canny stated we need to establish our dollar amount. You know what he'll take, if you offer less and he won't take it, what would we be willing to go up to.

Mr. VanDerKley asked if what has been presented is what Mr. Troyer is expecting us to come back with.

Mr. Shaffer explained we would be paying \$20-25,000 per year more over someone else who was lower on our list (our number 3 or 4 candidate), but believes this is the guy to get it done. Time is our enemy and we want the experience. Our ability to work this out together is vital for our future.

Mr. Canny stated that he sees that Mr. Troyer will have a different job here in 4 years. It is logical to say it is a different pay.

Mr. Beam inquired if we were in any kind of position to give some authority to Mr. Shaffer and Mr. Pearson to go back to Mr. Troyer.

Mr. Reid motioned to amend the original motion to authorize the Search Committee to begin conversation with attorney for a contract with Mr. Troyer; that the terms for healthcare establish in the ballpark a 20% contribution to be consistent with PA 152 and retirement provisions of 10% MERS plus another 4% in something such as 457. The motion was seconded with a roll call vote:

Mr. Fuller:	Yes
Mr. Canny:	Yes
Mr. Switalski:	Yes
Mr. Ritsema:	Yes
Mr. Hadley:	Yes
Mr. Pearson:	Yes
Ms. Reid:	Yes
Mr. Reid:	Yes
Mr. Cochran:	Yes
Mr. Beam:	Yes
Ms. VanDerKley:	Yes
Mr. Hinz:	Yes
Mr. Fales:	Yes

Unanimous for the authority to amend the base motion:

Mr. Canny would like the contract circulated amongst the Board before it is presented to Mr. Troyer.

Ms. VanDerKley would also like to see it before it goes outside of the Board to be sure all issues have been addressed.

Mr. Pearson would like to talk with Mr. Troyer about these issues before drawing up the contract which was agreed.

A roll call vote was taken on the Base Motion as amended:

Mr. Fuller: Yes
Mr. Canny: Yes
Mr. Switalski: Yes
Mr. Ritsema: Yes
Mr. Hadley: Yes
Mr. Pearson: Yes
Ms. Reid: Yes
Mr. Reid: Yes
Mr. Cochran: Yes
Mr. Beam: Yes
Mr. Merlo: Yes
Mr. Hinz: Yes
Mr. Fales: Yes

It was agreed to allow Mr. Troyer to give Calhoun County a 60 day notice.

Technical Committee:

No report.

Legal Committee: Jim Ritsema

Results of RFP will be available Monday. There are 2 firms for sure who bid.

Finance Committee: George Cochran

He has an offer for a bookkeeper at \$80/month including payroll
Account with Mercantile Bank

2. Bylaws Discussion –

Mr. Reid moved and it was duly seconded to approve the Bylaws as amended and presented over 60 days ago. The motion carried by voice vote.

- B. New Business
 - 1. Vote to Elect Treasurer

Mr. Fuller Motioned and it was duly seconded to nominate Mr. George Cochran as Treasurer.

Mr. Canny moved that nominations for Treasurer be closed. Motion carried by voice vote.

The Motion to appoint Mr. Cochran as Treasurer carried by voice vote.

ITEM 6 - Any Other Items

1. Next Regular Meeting Date December 10, 2015 at 3:30p.m. at the County Administration building.

ITEM 7 - Adjournment

The meeting was adjourned at 5:20 p.m.

There being no discussion, the motion carried by a voice vote.