

# ELK RAPIDS DISTRICT LIBRARY (ERDL) REPORT

January 11, 2021

- **ERDL Operating Agreement** – Late October 2020, The Village requested a meeting to discuss the ERDL Operating Agreement. This agreement demonstrates the establishment of the ERDL organizational plan that identifies the participating municipalities. Milton Township and Elk Rapids Township requested the Village to submit in writing what they are requesting and why. On December 24, 2020 an email from Jim Janisse, Village President, through the Village Manager was received forwarding an September 2020 email from a Michigan Library Law Consultant with some erroneous information stating that Milton contracts for services and not part of the District, along with various sample operating agreements. To date, we have not received in writing what they would like to discuss.
- **ERDL Lease Agreement** – The ERDL Building Committee received an email from the Village Manager on January 8, 2021 requesting a meeting to discuss the draft lease agreement. This is cautiously optimistic news. Securing this lease is important to ensure the library's extended lease for a specified amount of time spanning all phases of fundraising, pre-construction costs and the enormous task of the construction project. It also defines the ERDL's rights, responsibilities, and expectations. This lease should have been in place before any funds were solicited for the expansion project. According to some donors, they were told it was all in place. People need to be confident their donated funds are going towards their intended purpose, with a long-term commitment of staying in the building after the expansion. If we are unable to obtain a lease, another location should be considered, or other options investigated. (See Ordinance #492 that directly affects a lease agreement below)
- **Ordinance #492 passed by Village Council 1-7-19** – Ordinance #492 passed by Village Council 1-7-19 that states: The council shall have and retain full authority over the affairs of the Island Property and nothing contained in this section shall be deemed to waive or relinquish this authority. The council may delegate and relinquish, as provided in this chapter, certain administrative powers and duties, but shall at no time surrender or waive its right of control over the Island Property. b. The council may, appoint a caretaker for the Island Property. The appointment and removal of a caretaker shall be made by the council, and compensation from the village shall be determined by the council. The caretaker shall perform such duties as may be required or directed by the council. (Ord. #492, passed 01-07-19)

Prior to the passing of Ordinance #492 on January 7, 2019, per meeting recordings, it was requested by a citizen to form an Ad-Hoc committee to evaluate the connection between the original deed covenants, the lease agreement with the ERDL, and Ordinance #492 prior to passing it. Two Village Trustees supported this effort and acknowledged the need to clarify and eliminate any question of contrary legal positions between all these documents. Motion failed 5-2

## Why this is important:

An Ordinance is law.

A lease agreement can not contradict the law - The law controls.

Ordinance #492 supports the original deed covenants which states: *The council shall have and retain full authority over the affairs of the Island Property and nothing contained in this section shall be deemed to waive or relinquish this authority.*

The results: A power struggle between the original covenants of the deed that state "the Island Property is for the sole use of Village Property Residents" and any lease agreement with the ERDL.

Ordinance #492 supports the language of the deed, leaving any lease agreement with the ERDL highly questionable to obtain. (Leaving the ERDL raising funds and improving property owned and fully controlled by the Village of Elk Rapids)

The above could explain why we have not been successful in obtaining a new lease agreement to encompass the expansion of the Island House for the ERDL long-term use.

- **Barb Johnson email and letter to Milton Township** - According to an email (attached) and letter to the Milton Township board (attached), as well as conversations, Barb Johnson will not acknowledge the importance of a lease agreement. A lease agreement needs to be in place to span soliciting donations, pre-construction costs and the construction itself, and to secure Elk Rapids District Library as long-term tenants that clearly state our rights and responsibilities.
- **Over \$10,000 in legal fees incurred** - Over \$4500.00 in legal fees to address FOIA requests, and \$2600.00 in legal fees for addressing the 4 complaint letters received within a 3 week span attacking Nannette Miller. FOIA protocol is to gather the requested information and submit it to the FOIA Officer, Nannette Miller, for sending to the requester. Normally, FOIA requests do not incur legal fees. However, according to the detailed attorney bills, Simpson and Johnson incurred the majority of these fees in seeking their desired outcome of removing the Library Director. While these fees are deemed unnecessary and self-created for a desired outcome, it has led to confirming our belief that there are no job performance related issues regarding Nannette Miller. I personally have requested Barb Johnson, Jane Stauffer and Karen Simpson numerous times over the past 6 months to provide documented job performance related issues to support their attacks against the Library Director; They have offered nothing.
- **Audit expense of \$4000.-\$7000. for the Capital Campaign.** This expense is a direct result of a lack of cooperation and transparency by the Capital Campaign Committee. This audit will include The Friends (501C3 organization that Capital Campaign donations are acknowledged by). The majority of audit costs incurred will be associated to the Capital Campaign and should be allocated as such.
- **Library Director Evaluation** – In November 2018 the ERDL board voted to eliminate staff evaluations of the Library Director. Past staff evaluations were positive. Elk Rapids Village President, Jim Janisse submitted 2 complaints last fall. Last week he stated at the Village Council meeting on January 4, 2021 that he was unhappy with how the ERDL Personnel Committee handled his complaints due to a review of his complaints and determined there was no basis to his complaints. He asked Council to support his request to have his complaints submitted directly to the ERDL board. Village council did not support his request.
- **No job performance related issues** - While the above mentioned excessive legal fees were unnecessary, it has led to confirming my belief that there are no job performance related issues regarding Nannette Miller. I personally have requested Barb Johnson, Jane Stauffer and Karen Simpson numerous times over the past 6 months to provide documented job performance related issues to support the attacks against the Library Director; They have offered nothing.