

Ty Wessell, Chairman

NOTICE OF MEETING

A Special Session of the Leelanau County Board of Commissioners will be held on Thursday, February 8, 2024, at 11:00 a.m. in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan

A live streaming of this meeting will be available for viewing via the following link –
https://www.youtube.com/channel/UCNQTgIgcTedF2qB8floC1GQ?view_as=subscriber

There are two ways to provide public comment during the meeting – you can attend in-person, or email your comments prior to the meeting to clerk@leelanau.gov

(Please silence all electronic/cellular devices)

(Proceedings of the meeting are being recorded and are not the official record of the meeting, the formally approved/accepted written copy of the minutes will be the official record of the meeting.)

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE/PRIVATE PRAYER

ROLL CALL

PUBLIC COMMENT *(3 minutes)*

COMMISSIONER COMMENTS

Purpose of Meeting – Discussion/Potential Action:

1. BATA Litigation Status/Action
2. Closed Session to Discuss Written Attorney/Client Privilege Re: Administrative Structure
Written Attorney/Client Privileged Legal Opinion from Civil Counsel per MCL 15.268(h) *

PUBLIC COMMENT *(5 minutes)*

COMMISSIONER COMMENTS

ADJOURNMENT

STATE OF MICHIGAN

IN THE 13TH JUDICIAL CIRCUIT COURT FOR THE COUNTY OF GRAND TRAVERSE

File No. 24-36928-CZ
HON. CHARLES M HAMLYN

BAY AREA TRANSPORTATION AUTH.

Plaintiff,

v

GRAND TRAVERSE COUNTY, ET AL

Defendant.

MARK T. KOERNER

P 66864 Attorney for Plaintiff

NOTICE OF MOTION

The above case is hereby set for

PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION

on February 20, 2024 AT 1:30 PM

Via Zoom meeting ID 7290342195

Date of Mailing: February 5, 2024

IMPORTANT NOTE: All court hearings scheduled to be heard via Zoom are mandated by the Supreme Court to be livestreamed on YouTube for public viewing.

Circuit Court Judge
328 Washington St
Traverse City, MI 49684
Telephone: -(231) 922-4701

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For over 75 years, Mika Meyers has been providing sound advice and effective advocacy for our clients. As a full-service law firm representing individuals, businesses, and local governments, we offer services across a broad spectrum of practice areas and a level of accessibility that's second to none.

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Richard M. Wilson, Jr.	Benjamin A. Zainea	Timothy J. Figura ⁵	James K. White	<i>Also Admitted in</i>
Scott E. Dwyer	Christopher D. Matthyse	Curtis L. Underwood	Fredric N. Goldberg	¹ Delaware
Elizabeth K. Bransdorfer	Ronald M. Redick	Dominic T. Clolinger	John H. Gretzinger	² Illinois
James F. Scales	Kimberly M. Large ¹	Kathryn Z. Stegink	Douglas A. Donnell ⁴	³ New York
Ross A. Leisman	Nikole L. Canute ³	Jonathan D. Tromp	William A. Horn ⁵	⁴ Ohio
Neil P. Jansen	Daniel J. Broxup	<i>Of Counsel</i>	Mark A. Van Allsburg	⁵ Pennsylvania
Mark E. Nettleton ²	Joshua D. Beard	James R. Brown	Daniel R. Kubiak	⁶ Wisconsin
Nathaniel R. Wolf	Bradley A. Fowler	John M. DeVries	George V. Saylor, III	
Jennifer A. Puplava	Amber M. Soler	Michael C. Haines		

January 25, 2024

Attn: Deborah Allen
Leelanau County Administrator
8527 E. Government Center Drive
Suite 101
Suttons Bay, MI 49682

Dear Ms. Allen and the Leelanau County Board of Commissioners:

This Engagement Agreement states the terms of your engagement of Mika Meyers PLC, to provide legal services for you. Our services would be limited to those matters referred to us by the County including any referred matters relating to the Bay Area Transportation Authority.

Our fees are primarily determined by the time expended by us and the hourly rate of the individuals performing the services. My current hourly rate on this matter is \$245.00. We may also be assisted from time to time by attorneys whose hourly rates range from \$225.00 to \$275.00 and paralegals whose hourly rate is \$125.00. Due to the unpredictable nature of litigation, it is difficult or impossible to estimate total costs.

We reserve the right to adjust our rates from time to time and apply any adjusted rates to all services performed after that adjustment. We further reserve the right, as permitted by our ethical obligations, to submit a billing or billings in excess of or less than our stated hourly rates.

In addition to hourly legal fees, we charge for expenses incurred on your behalf, such as copy charges, fax charges, long distance telephone charges, postage, mileage, computerized database research charges, filing fees, and other direct costs and expenses incurred in relation to the work done for you. Although we will advance most of these costs on your behalf, we reserve the right to require you to pay directly any expenses exceeding \$200.00.

We will submit to you monthly statements for fees and expenses describing with particularity the nature of our activities and any costs incurred. Our monthly statements are an important part of our communications with you regarding this matter, including the fees associated

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Leelanau County Administrator
January 25, 2024
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with it. You agree to review each such bill promptly and bring any questions or concerns to our attention within thirty (30) days, after which time all bills shall be deemed accurate, fair, and reasonable. You agree to pay each monthly statement within 30 days of its date.

If you do not pay a monthly statement in full by its due date, the outstanding balance will accrue interest at the rate of 7% per annum. You agree to grant us to the extent permitted by law and our ethical obligations an attorney's lien, including general, charging, and retaining liens, on all documents, money, and other property of yours that comes into our possession or that is created by us in the course of this representation, until all fees and costs due and owing us have been paid. You further agree that any settlement or award obtained by the Firm on your behalf in this matter shall be paid jointly to the Firm and to you and delivered to the Firm.

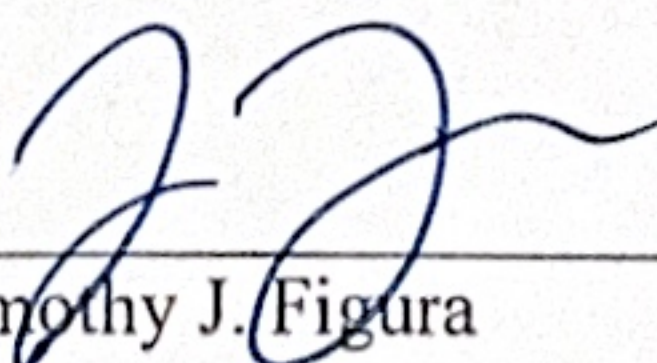
You may terminate our representation at any time, with or without a cause, upon written notice to us and subject to your continued liability for payment of legal services provided and costs incurred by our attorneys. We reserve the right to terminate the representation, including petitioning any court for an order allowing us to withdraw from this representation, if you do not pay invoices on a timely basis or you otherwise fail to fulfill your obligations to us.

Once our engagement in this matter ends, we will, at your request, return the file materials you have provided to us unless they are being held pursuant to a retaining lien. We reserve the right to make copies of all documents generated or received by us in the course of our representation. When you request documents from us, copies that we generate will be made at your expense. Our files and any other documents or materials left with us and that are pertaining to the matter will be retained by the firm as required by our records retention policy.

Notwithstanding anything to the contrary contained herein, Mika Meyers PLC will not accrue fees in excess of \$500 without client's prior authorization.

We are pleased to have this opportunity to work with you. Please sign and return the enclosed copy of this letter indicating your agreement and acceptance of the terms and conditions set forth in Engagement Agreement.

Very truly yours,



Timothy J. Figura

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Leelanau County Administrator
January 25, 2024
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Agreed and Accepted:

Leelanau County

By: _____
Name: Deborah Allen
Its: County Administrator

Dated: _____