

PERSONNEL/HUMAN SERVICES COMMITTEE

AGENDA

TUESDAY, JANUARY 9, 2024

4:00 P.M.

COMMISSION CHAMBERS, FOURTH FLOOR, BAY COUNTY BUILDING

PAGE NO.

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- 1-2 IV. MINUTES (12/5/23)**
- V. PUBLIC INPUT**
- VI. PETITIONS AND COMMUNICATIONS**
 - A. 4:00 P.M. – Presentation: Dr. Morrone, Medical Examiner Re: Medical Examiners Report for 2022 (Receive)**
 - 3-22 B. Bay County Road Commission - Bond for Road Improvements for Midland Rd & Three Mile Rd - 10 years (Seeking intent to issue Bonds to provide financing for part of the cost of projects with repayments to be made within a period of no more than 10 (ten) years; authorization for Board Chair to sign; issuance and sale of the Bonds shall be authorized by subsequent resolution to be adopted by the Board of Commissioners of the County – proposed resolution attached)**
 - C. Personnel Director**
 - 23-25 1. 911 Central Dispatch - LOA with GELC Dispatchers Unit (Seeking Letter of Agreement with GELC Dispatchers to allow the use of part time employees for a temporary basis; authorization for Board Chair to sign; approval of required budget adjustments – proposed resolution attached)**
 - 26-27 2. Bay County Health Department - WIC Registered Dietitian Hired at 1-Year Rate - (Seeking approval to hire applicant at the 1-year rate of \$25.85/hour (PB06); approval of required budget adjustments – proposed resolution attached)**

D. Office of Assigned Counsel – NOVEMBER 2023 Report (Receive)

- VII. REFERRALS**
- VIII. UNFINISHED BUSINESS**
- IX. NEW BUSINESS**
- X. CLOSED SESSION**
- XI. MISCELLANEOUS**
- XII. ANNOUNCEMENTS**
- XIII. ADJOURNMENT**

PLEASE NOTE: THE COMMITTEE CHAIR HAS REQUESTED THAT ANY ELECTED OFFICIAL DEPARTMENT/DIVISION HEAD PLACING AN ITEM ON THIS AGENDA BE PRESENT OR HAVE A REPRESENTATIVE PRESENT TO SPEAK TO THEIR REQUEST AND/OR ANSWER ANY QUESTIONS POSED BY COMMITTEE MEMBERS.

Join Zoom Meeting

<https://us02web.zoom.us/j/81694266170>

Meeting ID: 816 9426 6170

Passcode: 547697

One tap mobile

+13126266799,,81694266170#,,,,*547697# US (Chicago)

+19292056099,,81694266170#,,,,*547697# US (New York)

The County of Bay will provide necessary and reasonable auxiliary aids and services such as signers for the hearing impaired and audio tapes of printed materials to individuals with disabilities upon 10 days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson, ADA Coordinator

Corporation Counsel

515 Center Avenue

Fourth Floor, Bay County Building

Bay City, MI 48708

989-895-4131

PERSONNEL/HUMAN SERVICES COMMITTEE MINUTES

MEETING OF THE BAY COUNTY PERSONNEL/HUMAN SERVICES COMMITTEE HELD ON TUESDAY, DECEMBER 5, 2023, FOURTH FLOOR BAY COUNTY BUILDING.

CALL TO ORDER BY CHAIR NIEMIEC AT 4:53 P.M.

ROLL CALL:

MOTION NO.

COMMISSIONERS PRESENT:		1	2	3	4	5	6	7	8	9	10	11	12
KATHY NIEMIEC, CHAIR	P	Y	Y	Y	Y	Y	Y						
COLLEEN MAILLETTE, V.CHAIR	P	Y	S/Y	Y	Y	M/Y	Y						
TIM BANASZAK	P	Y	Y	Y	Y	Y	Y						
THOMAS M. HEREK	P	M/Y	M/Y	M/Y	M/Y	Y	S/Y						
KAYSEY L. RADTKE	P	S/Y	Y	Y	S/Y	S/Y	Y						
DENNIS R. POIRIER	P	Y	Y	S/Y	Y	Y	M/Y						
VAUGHN J. BEGICK, EX OFFICIO	P	Y	Y	Y	Y	Y	Y						

MOTION NO.

COMMISSIONERS PRESENT:	13	14	15	16	17	18	19	20	21	22	23	24
KATHY NIEMIEC, CHAIR												
COLLEEN MAILLETTE, V.CHAIR												
TIM BANASZAK												
THOMAS M. HEREK												
KAYSEY L. RADTKE												
DENNIS R. POIRIER												
VAUGHN J. BEGICK, EX OFFICIO												

MOTION NO.

COMMISSIONERS PRESENT:	25	26	27	28	29	30	31	32	33	34	35	36
KATHY NIEMIEC, CHAIR												
COLLEEN MAILLETTE, V.CHAIR												
TIM BANASZAK												
THOMAS M. HEREK												
KAYSEY L. RADTKE												
DENNIS R. POIRIER												
VAUGHN J. BEGICK, EX OFFICIO												

OTHERS PRESENT: C.Gignac ,M. Beaver, J.Barcia, A.Davis-Johnson, S.Walraven, T.Jerry, L. Arsenault, H. Wentz, N. Paige, J. Strasz, T. Cunningham, K. Priessnitz, C. Mausolf

M-MOVED; S-SUPPORTED; Y-YEA; N-NAY; ABS.-ABSTAIN; E-EXCUSED; A-ABSENT; W-WITHDRAWN

PERSONNEL/HUMAN SERVICES COMMITTEE
MINUTES
TUESDAY, DECEMBER 5, 2023
PAGE 2

MOTION NO.

NOTE: In addition to these typed minutes which provide an overview of the meeting and are not verbatim, this Committee meeting was also videotaped and those tapes are available for review in the Executive's Office or can be viewed on Bay County's website www.baycounty-mi.gov/executive/videos.

1. **MOVED, SUPPORTED AND CARRIED TO APPROVE THE MINUTES OF THE NOVEMBER 14, 2023, PERSONNEL/HUMAN SERVICES COMMITTEE MEETING AS PRINTED.**

Public Input was called with no one wishing to address the Committee.

2. **MOVED, SUPPORTED, AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION RE: INDEPENDENT CONTRACTOR AGREEMENTS WITH NURSE PRACTITIONERS AND PHYSICIAN ASSISTANTS (HEALTH DEPARTMENT).**
3. **MOVED, SUPPORTED, AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION RE: AMENDMENT OF CURRENT AGREEMENT WITH DR. THOMAS BENDER (HEALTH DEPARTMENT).**
4. **MOVED, SUPPORTED, AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION RE: AMENDMENT TO KINDERGARTEN DENTAL ASSESSMENT SERVICES AGREEMENT WITH MY COMMUNITY DENTAL CENTERS (MCDC) (HEALTH DEPARTMENT).**
5. **MOVED, SUPPORTED, AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION RE: NEW POSITION OF FAMILY HEALTH WORKER & LACTATION EDUCATOR FOR THE BAY COUNTY HEALTH DEPARTMENT (PERSONNEL/HEALTH DEPARTMENT).**

Under Announcements, Board Chair Begick reminded that there will be a ceremony honoring Pearl Harbor Day on Thursday, December 7th at the memorial outside of the Bay County building.

There being no further business, it was

6. **MOVED, SUPPORTED AND CARRIED TO ADJOURN (4:57 P.M.).**

Submitted By:
Lindsey Arsenault
Board Coordinator

COMMISSIONERS

WILLIAM E. SCHUMACHER
Chairman

WILLIAM A. JORDAN
Vice-Chairman

KEVIN D. SHARK
Commissioner

Board of County Road Commissioners County of Bay

2600 EAST BEAVER ROAD, KAWKAWLIN, MICHIGAN 48631
TELEPHONE (989) 686-4610 FAX (989) 686-4620 TTY (800) 649-3777
WEB SITE www.baycoroad.org
JAMES C. LILLO, P.E., ENGINEER-MANAGER



SAFETY and SERVICE

MEMORANDUM

DATE: December 27, 2023

TO: Jim Barcia, County Executive
Shawna Walraven, Finance Director
Amber Davis-Johnson – Bay County Corporate Counsel
Lindsey Arsenault, Bay County Board Coordinator

FROM: James Lillo, PE, Engineer-Manager

SUBJECT: REQUEST FOR BAY COUNTY BONDING FOR ROAD IMPROVEMENTS

The Bay County Road Commission respectfully requests the Bay County Board and Ways & Means Committee consider issuing bonds on behalf of the Bay County Road Commission (BCRC) for reconstruction of two (2) sections of roadway within the BCRC's Primary road system. The two roadways are;

1. Midland Road – US-10 Overpass east to Carter Road, Williams Township, Bay County, MI
2. Three Mile Road – M-84 north to Midland Road, Monitor and Frankenlust Townships, Bay County, MI

Both sections of roadway have been on the BCRC's list for reconstruction for the past five (5) years, but due to the extensive amount of work needed for each, the projects have been delayed due to their high cost. Working with our local Municipal Planning Organization and state legislators, funding to offset a portion of the costs for both projects was secured. However, the secured funding was not enough to allow the BCRC to complete either project in any single or a combination of multiple years. By doing so, the BCRC would be forced to delay other needed road and bridge repairs for those same years. As a result, forced to play "catch-up" for the next "X" years. The BCRC, as are all road commissions across the state, is still playing catch-up due to past funding deficiencies and cannot afford to fall further behind.

The BCRC solicited and signed an Engagement Letter with Baker Tilly, a bond counsel advisor, to explore, recommend and develop a timeline to potentially bond for the balance of the funds needed to complete these two projects. Considering the needed documents, expected interest rates and timelines, the

COMMISSIONERS
WILLIAM E. SCHUMACHER
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SAFETY and SERVICE

most favorable, fiscally responsible option was to approach and request the Bay County Board to issuing bond through them.

A description of both projects and costs associated with each is included as Exhibit A. The funds secured through other sources are identified and the portions we are respectfully requesting bond assistance through the County are listed.

The BCRC requests the Ways & Means and the Board consider a 10-year bond payback period. This term was selected to avoid encumbering future BCRC budgets and Bay County's bonding capacity for any longer than necessary. The annual payment to the County will be included in the BCRC's budget for the duration of the bond. The payments will be made using BCRC Michigan Transportation Fund (MTF) State allocations. Of note, the BCRC is currently "paying off" notes issued to replace several bridges throughout the county. These annual payments are expiring in 2026 and are near the amount the BCRC expects to pay annually for the bonds for these projects. Thus, financially, it becomes a continuation of payments the BCRC is currently making. Save for the two-year overlap, will not incur additional debt to complete these projects. Simply, the BCRC will not (or need to) rely on any Bay County General Funds to supplement or "assist" in making annual payments over the bond period.

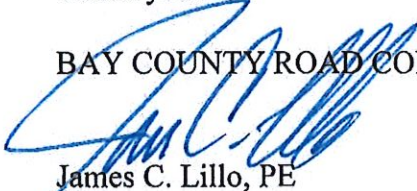
The BCRC Board's resolution approving the Engagement letter with Baker Tilly is attached as Exhibit B. Baker Tilly's letter summarizing bond payments is included as Exhibit C. The anticipated timeline for bond issuance is included as Exhibit D. Excerpts from the BCRC 2024 Budget are included as Exhibit E (the full budget is on the BCRC website at www.baycoroad.org).

Therefore, the Bay County Road Commission respectfully requests the Ways and Means Committee and Bay County Board favorably consider the BCRC's request to bond through Bay County for a period of 10-years, annual payments to be made fully through the use of the BCRC's annual MTF allocation.

The BCRC requests the Bay County Board Chair bring this request to the full County Board for consideration.

Thank you.

BAY COUNTY ROAD COMMISSION



James C. Lillo, PE
Engineer-Manager

Exhibit A
Bay County Road Commission
Project Descriptions and Costs for Bonding Request

Midland Road – US-10 Overpass east to Carter Road

Williams Township, Bay County, MI

One and a half (1.5) miles of road heavy rehabilitation including removal of the existing Hot Mix Asphalt (HMA) pavement. Place new HMA surface including eight (8) foot paved shoulders. Complete intersection curb and gutter installation, along with new guardrail, enclosed storm sewer, permanent pavement markings, legends, signage and project restoration. Eight-foot paved shoulders will accommodate non-motorized traffic, coupled with construction of a five (5) foot sidewalk on the north side of the road (paid for by Williams Township, not the bond). Engineer's Estimate is \$4.74 million. Project is currently out for contractor bid with a bid opening scheduled for February 2, 2024.

Midland Road Budget

\$1.00 million - Midland Area Transportation Study (MATS)

\$3.74 million – Requested County Bond Proceeds

\$4.74 million – Total Estimated Project Cost

Three Mile Road – M-84 north to Midland Road

Monitor and Frankenlust Townships, Bay County, MI

Remove existing 3.2 miles of Hot Mix Asphalt (HMA) pavement. Perform base stabilization and place new HMA surface, including six (6) foot paved shoulders. Relocate the Kolb County Drain to facilitate shoulder construction, install intersection curb and gutter, along with new guardrail, sections of storm sewer enclosures, permanent pavement markings, legends, signage and project restoration. Engineer's Estimate is \$5.16 million. Project is currently out for contractor bid with a bid opening scheduled for January 11, 2024.

Three Mile Road Budget

\$2.50 million - State Budget Line Item Appropriation (BCRC already received \$1.25 million)

\$2.66 million – Requested County Bond Proceeds

\$5.16 million – Total Estimated Project Cost

Total Project Budget Summary

\$3.50 million – MATS and State Appropriation

\$6.40 million – County Bond Proceeds

\$9.90 million – Total Project Cost

As of December 27, 2023

Jcl

Exhibit B

WEDNESDAY, DECEMBER 13, 2023

ROAD

REGULAR MEETING

The regular meeting of the Bay County Road Commission, Road Department, was called to order at 9:00 a.m., at 2600 E. Beaver Road, by the Chairman, William Schumacher.

Roll Call: William Schumacher, William Jordan & Kevin Shark

Also present were: Road Commission Representatives: Jim Lillo, Engineer-Manager; Danean Wright, Finance Director/Clerk of the Board; Rodney Pavlawk, General Superintendent; Cory Wale, Assistant Engineer; Dept. of Water & Sewer Representatives: Ryan Goebel, Director; Supervisors – Glenn Rowley, Bangor; Terri Close, Hampton; Samuel Davidson, Kawkawlin; and Robert Pawlak, Portsmouth; George Augustyniak, Fraser Township Trustee, Charles Campbell, Kawkawlin Township Trustee.

The Pledge of Allegiance was recited.

Commissioner Schumacher moved to approve the minutes of the November 29, 2023 meeting. Motion was adopted on a roll call vote:

Yeas: Shark, Jordan & Schumacher

PUBLIC INPUT – NONE

Commissioner Schumacher moved to approve and sign Baker Tilly's Letter of Engagement to provide bond counsel for issuance of road improvement bonds for the Midland Road and Three Mile Road projects. Motion was adopted on a roll call vote:

Yeas: Jordan, Schumacher & Shark

Commissioner Schumacher moved to approve the 2023 Final Budget and Adjustments and the 2024 recommended budget. Motion was adopted on a roll call vote:

Yeas: Schumacher, Shark & Jordan

Commissioner Schumacher moved to approve payroll for the period of 11/18/23 through 12/1/23 in the amount of \$127,004.00. Motion was adopted on a roll call vote:

Yeas: Shark, Jordan & Schumacher

Commissioner Jordan moved to approve bills in the amount of \$285,007.67. Motion was adopted on a roll call vote:

Yeas: Schumacher, Jordan & Shark

Commissioner Shark moved to approve permits. Motion was adopted on a roll call vote:

Yeas: Jordan, Shark & Schumacher

Engineer-Manager's Report – Credit Card, MTF and Cash Balance Reports – Construction done for the year – Midland Road from US-10 to Carter let date 2/2/2024 – 3 Mile Road 1/11/2024 let date – Doud Road in design, March/April let – Wilder Road Rehab; finalizing stakeholder responsibilities– Bob's Bar warranty deed – Wilder Road at State Street Road signal replacement scheduled for 2024 – Grant documents submitted for the \$10 million dollar grant for State Park Drive – NPDES waiting for comments from EGLE.

General Superintendent's Report – Borton culvert completed – Salting sporadically as needed for ice – Cleaning up trees from storm this weekend – Cutting clear vision areas – Gravel road grading.

Commissioner Schumacher moved to receive Engineer-Manager Report. Motion was adopted on a roll call vote:

Yeas: Schumacher, Shark & Jordan

Commissioner Schumacher moved to receive General Superintendent Report. Motion was adopted on a roll call vote:

Yeas: Shark, Jordan & Schumacher

PUBLIC INPUT – G. Augustyniak question on budget.

Kaiser Road Bridge selected to be replaced in 2026.

There being no further business before the Board, Commissioner Schumacher moved to adjourn the meeting until Thursday, December 28, 2023 at 9:00 a.m. Motion was adopted on a roll call vote at 9:33 a.m.:

Yeas: Shark, Jordan & Schumacher

Respectfully Submitted by:

Approved by:

Danean Wright
Clerk of the Board

William Schumacher
Chairman of the Board



Baker Tilly US, LLP
2852 Eyde Pkwy, Ste. 150
East Lansing, MI 48823
United States of America

T: +1 (517) 321 0110
bakertilly.com

November 9, 2023

Bay County
515 Center Avenue
Bay City, MI 48708

RE: Engagement Letter Agreement Related to Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by Bay County (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge, or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's

Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder,

including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary, or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



Andy Campbell, CPA, Director

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: William E. Schumacher
William E. Schumacher
Title: Chairman, Bay County Road Commission
Date: December 13, 2023

Attachment A Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a division of Baker Tilly Wealth Management, LLC, is registered as an investment adviser with the Securities and Exchange Commission ("SEC") under the Federal Investment Advisers Act of 1940, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") is a limited-service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

RE: Municipal Advisory Services

DATE: November 9, 2023

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between Bay County (the "Client") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

The following services are included in the process of issuing bonds:

- Assessment of market options
- Advice regarding negotiated versus competitive sale formats
- Development of a timetable
- Bond sizing and specifications
- Rating agency application
- Department of Treasury liaison
- Marketing of the Bond issue including compilation and distribution of an Official Statement
- Conduct sale/pricing
- Closing letter development
- Monitoring of the closing procedures

The fee for these services will be \$37,750 and is payable upon completion of the financing from bond proceeds. The fee includes all routine expenses.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, ("Sub-engagements") as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

**SCOPE APPENDIX to
Engagement Letter dated: November 9, 2023
Between Bay County and
Baker Tilly US, LLP**

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Andy Campbell, CPA, Director

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: William E. Schumacher
William E. Schumacher
Title: Chairman, Bay County Road Commission
Date: December 13, 2023

Exhibit C



MUNICIPAL
ADVISORS

Baker Tilly Municipal Advisors, LLC
2852 Eyde Pkwy, Suite 150
East Lansing, MI 48823
(517) 321-0110
bakertilly.com

October 20, 2023

Bay County Road Commission
Re: Potential Road Projects, Road Notes and County Bonds

Bay County Road Commission Board,

This memo is being written to give an update to the board and staff regarding the financing option being recommended related to the two potential road projects.

We have researched the possible options for the financing of the projects and are recommending that the Road Commission approach the County Board to seek financing through the County. The County option would require the Board to approve the Road Commission selling bonds with the County's Limited Tax General Obligation credit. This is the main reason we are recommending this approach, as the Road Commission will receive better financing terms with the County's credit backing the bond issue. In addition to better terms, the Road Commission is also able to select a duration of the bonds up to 15 years. We can discuss this more throughout the process, and after the County has approved this process.

For the combined projects, yearly debt payments for a 10-year duration would be around \$820,000 at an estimated interest rate of 4.75%. In contrast, estimated yearly debt payments for a 15-year duration would be around \$620,000 at an estimated rate of 5.00%. Although secured by the County's credit, the Road Commission would be responsible for the yearly bond payments.

The estimated costs of issuance for this process would be \$165,000. In addition to our fee and Dickinson Wright's fee, the County would need to get the bonds rated (approximately \$25,000), pay a broker to resell the bonds to the end buyer (maximum of 1% of par or \$64,000 based on a \$6.4 million project) and pay other official statement/printing costs. All of these costs can be included in the bonding itself to be paid from bond proceeds.

We would welcome the opportunity to discuss or present our solution to either board at any time. Let us know if we can provide further comments or answer any questions pertaining to this memo.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Campbell".

Andy Campbell, CPA, Director
Baker Tilly Municipal Advisors, LLC

Exhibit D



Baker Tilly Municipal Advisors, LLC
2852 Eyde Pkwy, Suite 150
East Lansing, MI 48823
(517) 321-0110
bakertilly.com

December 27, 2023

To: Bay County Road Commission Working Group

From: Andy Campbell, CPA, Baker Tilly
Peyton Stiles, Baker Tilly

The following is the tentative timetable for the 2024 County Road Bond:

- 1/11 3 Mile component Bid Opening.
- 1/18 Bond specifications sent to Dickinson Wright by Baker Tilly.
- 1/24 3 Mile component Recommendation of Award to the Board
- 1/25 Notice of Award to the Contractor on 3 Mile component.
- 2/01 Preliminary Official Statement (POS) draft sent by Baker Tilly to the working group.
- 2/01 Rating request made on behalf of the County by Baker Tilly to Standard & Poor's
- ~2/01 Bid Advertisement for MDOT component published.
- ~2/06 MDOT component Bid opening
- 2/15 Comments due on the POS.
- 2/22 Second draft of the POS sent to the working group.
- 2/29 Rating call with the County, Road Commission, Baker Tilly, and Standard & Poor's.
- 2/29 Due diligence call with the working group.
- ~3/05 MDOT component Bid awarded by MDOT.

- 3/11 Rating Received
- 3/12 Bond Authorizing Resolution adopted by County Board.
- 3/20 Final sign off on the POS is due from the working group.
- 3/27 Notice of Sale published by Dickinson Wright in the Bond Buyer.
- 3/27 POS distributed to the market by Baker Tilly.
- 4/10 Bond sale. This date should be considered flexible right up to the Notice of Sale date. Specific date will be determined by schedules and market conditions.
- 4/16 FOS sent by Baker Tilly to the working group.
- 4/17 Closing letter sent by Baker Tilly to the working group.
- 4/24 Bond closing with funds deposited into the Road Commission's account. This date should be considered flexible right up to the Notice of Sale date.

EXHIBIT E

**Bay County Road Commission
General Operating Fund
2024
Budget Summary**

<u>REVENUES:</u>	<u>ACTUAL YEAR 12/31/2022</u>	<u>BUDGET CURRENT YEAR 12/31/2023</u>	<u>RECOMMENDED BUDGET 2024</u>
MICHIGAN TRANSPORTATION FUND (MTF)	\$ 14,331,756	\$ 14,694,351	\$ 15,214,568
STATE OTHER	-	1,475,545	6,399,440
STATE - ADDITIONAL REVENUE	2,790,385	-	-
FEDERAL AID	1,016,512	1,603,212	1,304,000
STATE TRUNKLINE SYSTEM	2,059,539	2,075,141	2,127,958
STATE AUDIT ADJUSTMENT	-	151,553	-
LOCAL SOURCES	3,158,336	2,113,658	4,509,000
INTEREST EARNED	(198,141)	137,436	146,520
PERMIT FEES	110,634	119,232	121,767
GAIN/LOSS ON EQUIP. DISPOSAL	-	42,475	45,000
PROCEEDS FROM BONDS	-	-	6,400,000
MISCELLANEOUS REVENUE	2,350,044	239,641	33,242
TOTAL REVENUES	\$ 25,619,065	\$ 22,652,244	\$ 36,301,495
<u>EXPENDITURES:</u>			
CONSTRUCTION	\$ -	\$ -	\$ -
HEAVY MAINTENANCE	9,164,037	5,377,218	17,601,817
STRUCTURES & BRIDGES	195,216	1,092,590	4,027,600
ROUTINE MAINTENANCE	10,330,060	9,120,494	7,912,967
TRAFFIC SERVICES	567,978	738,826	667,080
SNOW & ICE CONTROL	1,215,448	1,126,991	1,148,157
STATE TRUNKLINE SYSTEM	2,059,872	2,075,141	2,127,958
EQUIPMENT EXPENSE-NET	444,092	661,636	705,938
CAPITAL OUTLAY-NET ROAD	(632,230)	400,903	186,375
PRINCIPAL PAYMENT DRAINS AGREEMENT	539,286	539,286	539,286
ADMINISTRATIVE	1,082,431	1,039,801	1,064,301
PURCHASE OF FED/STATE AID	550,430	-	-
INTEREST / AR INVOICING	89,144	81,674	237,941
TOTAL EXPENDITURES	\$ 25,605,764	\$ 22,254,560	\$ 36,219,420
NET INCREASE (DECREASE)	\$ 13,301	\$ 397,684	\$ 82,075
BEGINNING FUND BALANCE	7,497,297	7,510,598	7,908,282
ENDING FUND BALANCE	\$ 7,510,598	\$ 7,908,282	\$ 7,990,357

Initial Anticipated Bond Payment of \$175,000 is included in this Line Item

Budget Net Gain, ending 2024

2024 PRIMARY ROAD CONSTRUCTION

		FUNDING SOURCES						
HEAVY MAINTENANCE PAVING	Length	Budget	BCRC	RTF 7B	BCATS MATS	Category A, Marquette TIFA	Bonding & MI Grant	
Freeland Road - Mackinaw Road to M-84	1.00	180,700	36,140	144,560	-	-	-	
Midland Road - Auburn City Limits to Seven Mile Road	1.65	288,500	57,700	230,800	-	-	-	
Midland Road - US-10 to Carter Road	1.50	4,740,000	-	-	1,004,000	-	3,736,000	
Munger Road - Pine Road to M-15	1.50	231,800	46,360	185,440	-	-	-	
Parish Road - Fraser Road to M-13	2.00	355,900	71,180	284,720	-	-	-	
Pine Road - Cass Avenue Road to Youngs Ditch Road	1.00	167,900	33,580	134,320	-	-	-	
Seven Mile Road - Linwood Road to Townline 16 Road	2.00	1,200,000	1,200,000	-	-	-	-	
Three Mile Road - M-84 to Midland Road	3.10	5,164,000	-	-	-	-	5,164,000	
Wildier Road - Truman Parkway east to Tiernan Road/west to State Park Drive	2.13	2,900,000	414,000	-	300,000	2,186,000	-	
Heavy Maintenance Paving Total Mileage:								
Primary Chip Seal & RMCS Program Total Mileage:		350,000						
TOTAL HEAVY MAINTENANCE PAVING:		\$ 15,578,800	\$ 2,208,960	\$ 979,840	\$ 1,304,000	\$ 2,186,000	\$ 8,900,000	

OTHER HEAVY MAINTENANCE ITEMS

Pavement Markings	N/A	240,000	240,000				
PRIMARY ROAD CONSTRUCTION ENGINEERING							
Freeland Road - Mackinaw Road to M-84	BCRC	7,500	7,500				
Midland Road - Auburn City Limits to Seven Mile Road	BCRC	10,000	10,000				
Midland Road - US-10 to Carter Road	Consultant	300,000	300,000				
Munger Road - Pine Road to M-15	BCRC	7,500	7,500				
Parish Road - Fraser Road to M-13	BCRC	10,000	10,000				
Pine Road - Cass Avenue Road to Youngs Ditch Road	BCRC	7,500	7,500				
Seven Mile Road - Linwood Road to Townline 16 Road	Consultant	75,000	75,000				
Three Mile Road - M-84 to Midland Road	Consultant	350,000	350,000				
Wildier Road - Truman Parkway east to Tiernan Road/west to State Park Drive	Consultant	200,000	200,000				
Subtotal:		\$ 1,472,500	\$ 1,472,500				
LESS ROUTINE MAINTENANCE:		\$ (240,000)					
TOTAL HEAVY MAINTENANCE:		\$ 16,811,300	\$ 3,681,460				

BAY COUNTY BOARD OF COMMISSIONERS

JANUARY 16, 2024

RESOLUTION

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (1/9/2024)

WHEREAS, The Bay County Road Commission (BCRC) is seeking the issuance of bonds using the full faith and credit of Bay County on behalf of the Bay County Road Commission; and

WHEREAS, The requested bonds will be used for the reconstruction of two (2) sections of roadway within the BCRC's Primary road system. The two roadways are:

1. Midland Road — US-10 Overpass east to Carter Road, Williams Township, Bay County, MI
2. Three Mile Road — M-84 north to Midland Road, Monitor and Frankenlust Townships, Bay County, MI

WHEREAS, Both sections of roadway have been on the BCRC's list for reconstruction for the past five (5) years, but due to the extensive amount of work needed for each, the projects have been delayed due to their high cost; and

WHEREAS, The BCRC worked with local Municipal Planning Organization and state legislators, and funding to offset a portion of the costs for both projects was secured. However, the secured funding was not enough to allow the BCRC to complete either project in any single or a combination of multiple years; and

WHEREAS, By doing so, the BCRC would be forced to delay other needed road and bridge repairs for those same years and as a result, forced to play "catch-up" for a number of years. The BCRC, as are all road commissions across the state, is still playing catch-up due to past funding deficiencies and cannot afford to fall further behind; and

WHEREAS, The BCRC solicited and signed an Engagement Letter with Baker Tilly, a bond counsel advisor, to explore, recommend and develop a timeline to potentially bond for the balance of the funds needed to complete these two projects. Considering the needed documents, expected interest rates and timelines, the most favorable, fiscally responsible option was to approach and request the Bay County Board of Commissioners to issue bonds through Bay County; and

WHEREAS, A description of both projects and costs associated with each is included as Exhibit A of the 12/27/23 memo from Jim Lillo to the Board of Commissioners as found in the Personnel/Human Services Agenda packet. The funds secured through other sources are identified and the portions the Road Commission is requesting bond assistance through Bay County are listed; and

WHEREAS, The Bay County Road Commission is seeking issuance of a 10-year bond payback period to avoid encumbering future BCRC budgets and Bay County's bonding capacity for any longer than necessary. The annual payment to Bay County will be included in the BCRC's budget for the duration of the bond. The payments will be made using BCRC Michigan Transportation Fund (MTF) State allocations. Of note, the BCRC is currently "paying off" notes issued to replace several bridges throughout the county. These annual payments are expiring in 2026 and are near the amount the BCRC expects to pay annually for the bonds for these projects. Thus, financially, it becomes a continuation of payments the BCRC is currently making. Save for the two-year overlap, will not incur additional debt to complete these projects. The BCRC will not (a need to) rely on any Bay County General Funds to supplement or "assist" in making annual payments over the bond period; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners does hereby declare its official intent to issue the Bonds to provide financing for part of the cost of the projects described above as: Road

improvements for Midland Road (US-10 Overpass east to Carter Road, Williams Township, Bay County, Michigan) and Three Mile Road (M-84 North to Midland Road, Monitor and Frankenlust Townships, Bay County, MI) on behalf of the Bay County Road Commission with repayments to be made within a period of no more than 10 (ten) years, with annual payments anticipated to be made through the use of the Bay County Road Commission annual Michigan Transportation Fund (MTF) State allocation, and authorizes the Board chair to sign any necessary documents/agreements between Bay County and the Bay County Road Commission related to surrounding terms and conditions of issuance and repayment of the bonded debt following review and approval by Corporation Counsel; Be it further

RESOLVED That the issuance and sale of the Bonds shall be authorized by subsequent resolution to be adopted by the Board of Commissioners of the County.

**KATHY NIEMIEC, CHAIR
AND COMMITTEE**

Bay County Road Commission – Bond for Road Improvements for Midland Rd & Three Mile Rd- 10 years

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				COLLEEN M. MAILLETTE				DENNIS R. POIRIER			
TIM BANASZAK				THOMAS M. HEREK							
VAUGHN J. BEGICK				KAYSEY L. RADTKE							

VOTE TOTALS:

ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___

VOICE: YEAS ___ NAYS ___ EXCUSED ___

DISPOSITION: ADOPTED ___ DEFEATED ___ WITHDRAWN ___

AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___



**BAY COUNTY
PERSONNEL & EMPLOYEE RELATIONS**

James A. Barcia
County Executive

Tiffany Jerry
Director
jerryt@baycounty.net

DATE: January 3, 2024

TO: Chair, Personnel/Human Services Committee

FROM: Tiffany Jerry, Director of Personnel and Employee Relations

RE: P/HS Agenda Request

Request:

Approve LOU with POLC/Bay County 911 Dispatchers unit to allow the use of part time employees for a temporary basis with an end date of August 1, 2025.

Background:

Central Dispatch centers across Michigan have experienced difficulty in recruiting and retaining qualified, trained dispatchers. Bay County has worked diligently to recruit and retain personnel however, has experienced the same challenges as other centers. As a result, employees have been required to work an exorbitant number of overtime shifts over the course of the last 18 months. This has further led to resignations and retirements due to the demanding work schedules which exasperates the challenge. It continues to put a strain on both employees and overtime budgets due to overtime premiums. While we have seen an increase in applicants and have been able to hire several new staff members, we are limited to training 2-4 employees at once and training takes approximately six months. Due to these challenges, we have engaged in conversations with the union to allow us to utilize part-time, temporary non-represented employees to cover shifts that current employees do not select. Full time employees will have the first opportunity to select overtime shifts and any shifts that are not covered will be offered to fully trained part time employees who are interested in working at the center but not willing to work the demanding schedules required out of a 24/7 facility. This will benefit both the full-time employees by decreasing the amount of unwanted overtime and fiscally responsible for the employer to reduce the overtime cost. Other dispatch centers in the area have found this staffing model to be effective and this will allow us to continue to provide high quality service to the citizens of Bay County while onboarding and training new full-time staff members. The union has historically been resistant to allowing the employer to add part time staff however, have agreed to allow this on a temporary basis ending on August 1, 2025. In exchange for allowing the employer to utilize part time, non-union staff on a temporary basis, the full-time staff members who meet eligibility criteria will accrue \$250 per month to be paid out in August of 2025.

Finance/Economics:

While this LOU is anticipated to be cost neutral due to decreased overtime costs, the amount will depend on how many shifts are worked by the part-time staff members. Central Dispatch is millage funded and no additional general funds will be required.

Recommendation:

Approve the board chair to sign a Letter of Understanding with POLC/Bay County 911 Dispatchers to utilize part-time employees on a temporary basis and approve required budget adjustments.

Cc: Jim Barcia
Ryan Gale
Shawna Walraven
Amber Davis-Johnson

BAY COUNTY BOARD OF COMMISSIONERS

JANUARY 16, 2024

RESOLUTION

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (1/9/2024)
 WHEREAS, Central Dispatch centers across Michigan have experienced difficulty in recruiting and retaining qualified, and trained dispatchers; and
 WHEREAS, Bay County has worked diligently to recruit and retain personnel; however has experienced the same challenges as other centers. As a result, employees have been required to work an exorbitant number of overtime shifts over the course of the last 18 months; and
 WHEREAS, This has further led to resignations and retirements due to the demanding work schedules which exasperates the challenge. It continues to put a strain on both employees and overtime budgets due to overtime premiums. While Bay County has seen an increase in applicants and have been able to hire several new staff members, training is limited to 2-4 employees at once taking approximately six months; and
 WHEREAS, Due to these challenges, conversations have been engaged with the union to allow Bay County to utilize part-time, temporary non-represented employees to cover shifts that current employees do not select. Full time employees will have the first opportunity to select overtime shifts and any shifts that are not covered will be offered to fully trained part time employees who are interested in working at the center but not willing to work the demanding schedules required out of a 24/7 facility. As this will benefit both the full-time employees by decreasing the amount of unwanted overtime and fiscally responsible for the employer to reduce the overtime cost; and
 WHEREAS, Other dispatch centers in the area have found this staffing model to be effective and will allow continuation to provide high quality service to the citizens of Bay County while onboarding and training new full-time staff members. The union has historically been resistant to allowing the employer to add part time staff however, have agreed to allow this on a temporary basis ending on August 1, 2025. In exchange for allowing the employer to utilize part time, non-union staff on a temporary basis, the full-time staff members who meet eligibility criteria will accrue \$250 per month to be paid out in August of 2025; and
 WHEREAS, The Letter of Agreement (LOA) is anticipated to be cost neutral due to decreased overtime costs, the amount will depend on how many shifts are worked by the part-time staff members. Central Dispatch is millage funded and no additional general funds will be required; Therefore, Be It
 RESOLVED That the Bay County Board of Commissioners approves the Letter of Agreement (LOA) with GELC Dispatchers to allow the use of part time employees for a temporary basis with an end date of August 1, 2025; Be It Further
 RESOLVED The Chairman of the Board is authorized to execute the Letter of Agreement following Corporation Counsel review and approval; Be It Finally
 RESOLVED That related budget adjustments, if required, are approved.

KATHY NIEMIEC, CHAIR
 AND COMMITTEE

Personnel – LOA with GELC Dispatchers unit to allow the use of part time employees for a temporary basis with an end date of August 1, 2025.

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				COLLEEN M. MAILLETTE				DENNIS R. POIRIER			
TIM BANASZAK				THOMAS M. HEREK							
VAUGHN J. BEGICK				KAYSEY L. RADTKE							

VOTE TOTALS:

ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___

VOICE: YEAS ___ NAYS ___ EXCUSED ___

DISPOSITION: ADOPTED ___ DEFEATED ___ WITHDRAWN ___

AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___



**BAY COUNTY
PERSONNEL DEPARTMENT**

James A. Barcia
County Executive

Tiffany Jerry
Director
jerryt@baycounty.net

To: Chair, Personnel/Human Services Committee

From: Tiffany Jerry, Director of Personnel and Employee Relations

Date: January 3, 2024

Re: Personnel/Human Services Committee Agenda

Please consider the following items for the agenda of your committee meeting scheduled for January 9, 2024.

1. **Request:**

Amy Revette has submitted a request to hire a WIC Registered Dietitian at the one-year step.

Background:

The WIC Registered Dietitian position that was recently open requires specific qualifications and training. Currently, we have one qualified applicant and wish to hire her as soon as possible. The candidate is currently working in another local WIC agency and meets both the required and preferred qualifications. She has all the required WIC MDHHS training and could begin without extensive training. She also holds a specialty certification in breastfeeding, which would be a great benefit to WIC families. She is very interested in the position, however, currently is making well over the starting salary and has indicated that if offered the position would be unable to accept an offer at the 2024 hire rate of \$24.06.

Finance/Economics:

This position is currently budgeted at the three-year rate. No additional funds would be necessary to allow the candidate to start at the one-year rate of \$25.85 (PB06).

Recommendation:

Please refer to the full board for approval to hire at the 1-year rate of \$25.85/hour (PB06).

Thank you for your consideration and approval of any necessary budget adjustments related to the aforementioned requests. If you have any questions or concerns, please feel free to contact me.

cc: Jim Barcia
Amber Davis-Johnson
Shawna Walraven
Kim Priessnitz
Joel Strasz
Amy Revette

BAY COUNTY BOARD OF COMMISSIONERS

JANUARY 16, 2024

RESOLUTION

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (1/9/2024)
WHEREAS, The WIC Registered Dietitian position that was recently opened requires specific qualifications and training.; and
WHEREAS, Currently, there is one qualified applicant, and it is requested they be hired as soon as possible. The individual is currently working in another local WIC agency and meets both the required and preferred qualifications. Additionally, the specified applicant has all the required WIC MDHHS training and could begin without extensive training; and
WHEREAS, The applicant holds a specialty certification in breastfeeding, as this would be a great benefit to WIC families; however, currently is making well over the starting salary and has indicated that if offered the position, would be unable to accept an offer at the 2024 hire rate of \$24.06.
WHEREAS, This position is currently budgeted at the three-year rate. No additional funds would be necessary to allow the candidate to start at the one-year rate of \$25.85 (PB06); Therefore, Be It
RESOLVED That the Bay County Board of Commissioners approves the hire of the WIC Registered Dietitian applicant at the 1-year rate of 25.85 per hour (PB06); Be It Finally
RESOLVED That related budget adjustments, if required, are approved.

KATHY NIEMIEC, CHAIR
 AND COMMITTEE

Personnel – WIC Registered Dietitian Hired at 1-Year Rate - \$25.85/hour (PB06)

MOVED BY COMM. _____
 SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				COLLEEN M. MAILLETTE				DENNIS R. POIRIER			
TIM BANASZAK				THOMAS M. HEREK							
VAUGHN J. BEGICK				KAYSEY L. RADTKE							

VOTE TOTALS:
 ROLL CALL: YEAS___ NAYS___ EXCUSED___
 VOICE: YEAS___ NAYS___ EXCUSED___
 DISPOSITION: ADOPTED___ DEFEATED___ WITHDRAWN___
 AMENDED___ CORRECTED___ REFERRED___ NO ACTION TAKEN___

**OFFICE OF ASSIGNED COUNSEL
MONTHLY REPORT
NOVEMBER, 2023**

				Nov. 2021	Nov. 2022	Nov. 2023
Total Number of Arraignments:				196	284	217
C.C. FEL/VOP/PPO	22	Felony	39			
C.C. VOB/FTA/OSC	6	Misdemeanors	58			
				Traffic 50		
Arraign. Only	13	Arraign. in DC by Retained	5			
D.C. VOB/FTA/OSC/FTP	16	Arraign. in DC IPP	0			
				Arraign. in DC by Assign. Atty 8		
Total Number of Referrals:				161	229	183
C.C. FEL/VOP/PPO	20	Misd.	64			
Felony	41	Traffic	56			
Total Number of Assignments:				160	229	181
C.C. FEL/VOP/PPO	20	Misd.	64			
Felony	41	Traffic	56			
Total Number of Defendants denied Court Appointed Counsel:				1	0	2
C.C. FEL/VOP/PPO	0	Misd.	2			
Felony	0	Traffic	0			

ARRAIGNMENTS

JEFF MARTIN

				Nov. 2021	Nov. 2022	Nov. 2023
Total Arraignments:				108	169	74
Felonies	24					
Misd.	17					
Traffic	20					
Arraign. Only	8	Settled at Arraignment	2			
VOB/FTA/OSC/FTP	5					

GARSKE/HEWITT

				Nov. 2021	Nov. 2022	Nov. 2023
Total Arraignments:				59	83	102
Felonies	15					
Misd.	41					
Traffic	30					
Arraign. Only	5	Settled at Arraignment	0			
VOB/FTA/OSC/FTP	11					

CIRCUIT COURT

				Nov. 2021	Nov. 2022	Nov. 2023
Total Arraignments:				14	24	28
		Arraigned by Assigned Attorney				
C.C. FEL/VOP/PPO	22	20	Arraigned by Retained Attorney or IPP			
C.C. VOB/FTA/OSC	6	6	2	Assigned without an Arraignment		
				0		
				0		

ASSIGNMENTS

There were a total of **181** defendants assigned

ANDREA LABEAN

Assignments:

Whole Office	Nov. 2022	Nov. 2023
	63	38

		Arraigned by LaBean	Arraigned by LaBean on VOB/FTA/OSC	Assigned without an Arraignment
C.C. FEL/VOP/PPO	6	6		
Felonies	7			
Misd.	0			
Traffic	4	2		

There were a total of **181** assignments on felonies, misdemeanors, traffic & violations of probation, which the **Andrea LaBean** was assigned. **17** or **9%**

CHRISTOPHER JOHNSON

Assignments:

Nov. 2022	Nov. 2023
19	25

		Arraigned by Johnson	Arraigned by Johnson on VOB/FTA/OSC	Assigned without an Arraignment
C.C. FEL/VOP/PPO	6	6		
Felonies	11			
Misd.	3			
Traffic	5			

There were a total of **181** assignments on felonies, misdemeanors, traffic & violations of probation, which the **Christopher Johnson** was assigned. **25** or **14%**

MICHAEL KANUSZEWSKI

Assignments:

Nov. 2022	Nov. 2023
53	29

		Arraigned by Kanuszewski	Arraigned by Kanuszewski on VOB/FTA/OSC	Assigned without an Arraignment
C.C. FEL/VOP/PPO	0		2	
Felonies	0			
Misd.	22	1		
Traffic	7			

There were a total of **181** assignments on felonies, misdemeanors, traffic & violations of probation, which the **Michael Kanuszewski** was assigned. **29** or **16%**

MICHAEL HUBER

Assignments:

Whole Office	Nov. 2022	Nov. 2023
	75	3

		Arraigned by Huber	Arraigned by Huber on VOB/FTA/OSC	Assigned without an Arraignment
C.C. FEL/VOP/PPO	2	2		
Felonies	10			
Misd.	0			
Traffic	1			

There were a total of **181** assignments on felonies, misdemeanors, traffic & violations of probation, which the **Michael Huber** was assigned. **13** or **7%**

AARON HETHERINGTON

Assignments:

Nov. 2022	Nov. 2023
25	21

		Arraigned by Hetherington	Arraigned by Hetherington on VOB/FTA/OSC	Assigned without an Arraignment
C.C. FEL/VOP/PPO	1	1	3	
Felonies	10			

Misd.	9			
Traffic	1	1		

There were a total of **181** assignments on felonies, misdemeanors, traffic & violations of probation, which the Aaron Hetherington was assigned 21 or 12%.

ANDREW BONNELL

Nov. 2022	Nov. 2023
75	28

Assignments:

		Arraigned by Bonnell	Arraigned by Bonnell on VOB/FTA/OSC	Assigned without an Arraignment
C.C. FEL/VOP/PPO	0			
Felonies	0			
Misd.	18			
Traffic	10			

There were a total of **181** assignments on felonies, misdemeanors, traffic & violations of probation, which the Andrew Bonnell was assigned 28 or 15%.

ROSTER ATTORNEYS

Nov. 2021	Nov. 2022	Nov. 2023
22	16	48

Assignments:

		Arraigned by Assigned Attorney	Arraigned by Assigned Attorney on VOB/FTA/OSC	Assigned without an Arraignment
C.C. FEL/VOP/PPO	5	5	1	
Felonies	3	1		
Misd.	12	1		
Traffic	28	2		

There were a total of **181** assignments on felonies, misdemeanors, traffic & violations of probation, which the Roster Attorneys were assigned 48 or 27%.

RETAINED ATTYS.

IPP

DENIED

ASSIGNED W/OUT ARRAIGN

C.C. FEL/VOP/PPO	2
C.C. VOB/FTA/OSC	

C.C. FEL/VOP/PPO	
C.C. VOB/FTA/OSC	

C.C. FEL/VOP/PPO	
Felonies	
Misd.	2
Traffic	
Total Denied	2

Assigned w/o Arraign. C.C.	0
Assigned w/o Arraign. D.C.	6

Felonies	1
Misd.	1
Traffic	3
D.C. VOB/FTA/OSC	

Felonies	
Misd.	
Traffic	
D.C. VOB/FTA/OSC	

WAIVED ATTORNEY	0
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Total Arraignments In Dist. Cr. By Retained	5
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Total Arraignments In Dist. Court IPP	0
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Add 6 cases retained after arraignment - total 11 DC - 2 CC