

# BAY COUNTY BOARD OF COMMISSIONERS

## A G E N D A

TUESDAY, MARCH 10, 2015

4:00 P.M.

COMMISSION CHAMBERS, FOURTH FLOOR, BAY COUNTY BUILDING

PAGE NO.

**I CALL TO ORDER (CHAIRMAN KRYGIER)**

**II ROLL CALL**

**III INVOCATION**

**IV PLEDGE OF ALLEGIANCE**

83-97 **V MINUTES (2/10/15; 2/17/15)**

**VI CITIZEN INPUT**

**VII PETITIONS AND COMMUNICATIONS**

A. Presentations (4:00 p.m.)

1 1. Michigan Agriculture Environmental Assurance Program (MAEAP) Recognition (**Res. No. 2015-44**)

2-44 2. Property Assessed Clean Energy (P.A.C.E.) Program (Andrew Levin, Levin Energy Partners, LLC) (**Res. No. 2015-45 establishing PACE Program/authorizing Board Chair to sign PACE Special Assessment Agreement**)

B. Requests for Appointment to Bay Arenac Behavioral Health Authority (**Receive**) (**Note: Three (3) appointments to be made.**)

45-47 1. Ernie Krygier (Incumbent)  
48-50 2. Patrick MacFarland (Incumbent)  
51-53 3. William L. Powell (Incumbent)  
54-55 4. Richard Chapman Jr.  
56-57 5. Steven Locke  
58-59 6. Richard H. Nelsen  
60-61 7. Thomas M. Dewey  
62-63 8. Jerry Allan Grove

64-65 C. Bay Arenac Behavioral Health Authority Nomination Committee - Results of Applications Review (**Receive**)

## **VIII REPORTS/RESOLUTIONS OF COMMITTEES**

### **A. WAYS AND MEANS (KIM J. COONAN, CHAIR; DONALD J. TILLEY, VICE CHAIR)**

- 66 1. No. 2015-46 - Bidding Commissary Services (Sheriff Dept.)
- 67 2. No. 2015-47 - 2014-15 PROFC12-09001 - DHS Agreement (Prosecutor)
- 68 3. No. 2015-48 - 2015-16 Crime Victim Rights Grant (Prosecutor)
- 69 4. No. 2015-49 - 2015-16 - Victims of Crime Act (VOCA) Grant (Prosecutor)
- 70 5. No. 2015-50 - Health Care Cost Allocation from Self Insurance Fund (Personnel)
- 71 6. No. 2015-51 - Community Health Assessment Grants (Health Dept.)
- 72 7. No. 2015-52 - 2015 Orthophotography Project w/Addition of LiDAR (Environmental Affairs; GIS; Drain Office)
- 73 8. No. 2015-53 - Payables: General; Housing (Center Ridge Arms)
- 74 9. No. 2015-54 - Budget Adjustments (GIS)

### **B. PERSONNEL/HUMAN SERVICES (MICHAEL E. LUTZ, CHAIR; DONALD J. TILLEY, VICE CHAIR)**

- 75 1. No. 2015-55 - Measles Vaccination (Health Dept.)
- 76-77 2. No. 2015-56 - Vacancies (Juvenile Home; Recreation & Facilities)
- 78 3. No. 2015-57 - Medical Director Services for SVSU - University Clinic (Health Dept.)
- 79 4. No. 2015-58 - Agreement with SVSU - Dr. Meghan Baruth (Health Dept.)

### **C. BOARD OF COMMISSIONERS (ERNIE KRYGIER, CHAIR, DONALD J. TILLEY, VICE CHAIR)**

- 80-81 1. No. 2015-59 - Reports of County Executive

### **D. COMMISSIONER VAUGHN J. BEGICK**

- 82 1. No. 2015-60 - Walk for Warmth

**IX            REPORTS OF COUNTY OFFICIALS/DEPARTMENTS**

A.     County Executive

**X            UNFINISHED BUSINESS**

**XI           NEW BUSINESS**

**XII          MISCELLANEOUS**

**XIII        ANNOUNCEMENTS**

A.     **2015 Appointments:**

1.     **MARCH:**

a.     **Bay Arenac Behavioral Health Authority (Three (3) year terms expiring: Patrick J. McFarland; Ernie Krygier, William Powell)**

2.     **JUNE: Library Board (One 5 year term - Kristen Rivet)**

3.     **OCTOBER:**

a.     **Land Bank Authority - One At-Large Representative, 3 year term - Matt de Heus)**

b.     **Department of Human Services Board of Directors (One 3 year term - Cynthia Howell - NOTE: Governor's appointment)**

c.     **Board of Canvassers - Two 4 years terms: Walter Wozniak, Jr. (D) and Matthew Lance ® NOTE: Nominees submitted by major political parties)**

4.     **NOVEMBER: Building Authority (Two 6 year terms - Gary Phillips; Rick Bukowski)**

5.     **DECEMBER: Division on Aging Advisory Committee (Four 2 year terms; districts 1, 3, & 5 and 7)**

**XIV        CLOSED SESSION (If requested)**

**XV        RECESS/ADJOURNMENT**

BAY COUNTY BOARD OF COMMISSIONERS

3/10/15

RESOLUTION

BY: BAY COUNTY BOARD OF COMMISSIONERS

WHEREAS, The Michigan Agriculture Environmental Assurance Program (MAEAP) is an innovative, proactive, and voluntary program that helps farms of all sizes and commodities voluntarily prevent or minimize agricultural pollution risks; and

WHEREAS, This comprehensive, voluntary, proactive program is designed to reduce farmers' legal and environmental risks through a three-phase process: 1. Education; 2. Farm-specific risk assessment, and 3. On-farm verification that ensures the farmer has implemented environmentally sound practices; and

WHEREAS, The program's three systems - Farmstead, Cropping and Livestock - each examine different aspects of the farm; and

WHEREAS, After becoming MAEAP verified, a farm can display a MAEAP sign signifying that the farm is environmentally assured; and

WHEREAS, The Michigan Department of Agriculture and Rural Development's (MDARD) Michigan Agriculture Environmental Assurance Program (MAEAP) is recognizing 33 Michigan farms for implementing appropriate pollution prevention practices and 6 farms are located in Bay County; and

WHEREAS, The Bay County farmers are: Bryan Schwab, Bryan Schwab Farms; Jack Frank, Frank Farms Inc.; Harry Gaiser, Harry Gaiser Farm; Mike Mulders, Mike Mulders Farms LLC.; Bob Kernstock, Robert Kernstock Farm; and Gene Van Driessche, Van Driessche Farms, Inc.; and

WHEREAS, It is important to recognize these farms and their commitment to voluntarily preventing or minimizing agricultural pollution risks; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners and Bay County Executive offer their congratulations to Bryan Schwab, Jack Frank, Harry Gaiser, Mike Mulders, Bob Kernstock and Gene Van Driessche on their accomplishments and commitment to voluntary change in the agriculture industry.

ERNIE KRYGIER, CHAIR AND BOARD

MAEAP Recognition

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

Table with 12 columns: COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E. Rows include Michael J. Duranczyk, Ernie Krygier, Vaughn J. Begick, Kim J. Coonan, Thomas M. Herek, Donald J. Tilley, and Michael E. Lutz.

VOTE TOTALS: ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_ VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_ AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

- / -

**THOMAS L. HICKNER**  
**BAY COUNTY EXECUTIVE**



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**DEBRA RUSSELL**  
Director, Administrative Services Department  
[russelld@baycounty.net](mailto:russelld@baycounty.net)

**MEMORANDUM**

TO: ERNIE KRYGIER, CHAIRMAN, BOARD OF COMMISSIONERS  
FROM: TOM HICKNER, COUNTY EXECUTIVE  
RE: PACE - PROPERTY ASSESSED CLEAN ENERGY PROGRAM  
DATE: FEBRUARY 25, 2015

**BACKGROUND:**

A Resolution was previously adopted by the Board of Commissioners on January 21, 2014 of the intent to create a program aimed at sharing opportunities for energy efficiency with local business through the development of a PACE (Property Assessed Clean Energy) Program in Bay County. PACE was created through Act No. 270, Public Acts of Michigan (2010) for the purpose of promoting renewable energy systems and energy efficient improvements for eligible local businesses.

A Public Hearing was held on this matter on February 11, 2014.

The Agreement is attached.

**FINANCIAL IMPACT:**

None.

**RECOMMENDATION:**

To authorize formal adoption of a resolution establishing the PACE program and setting forth its terms and conditions and, subject to review by Corporation Counsel, and approve execution by the Chairman of the Board of Commissioners .

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COUNTY OF BAY  
STATE OF MICHIGAN

RESOLUTION APPROVING THE ESTABLISHMENT  
OF A PROPERTY ASSESSED CLEAN ENERGY PROGRAM

Minutes of a regular meeting of the Board of Commissioners of Bay County, Michigan (the "County"), held on the 10<sup>th</sup> day of March, 2015, at 4:00 p.m., prevailing Eastern Time.

PRESENT: Commissioners \_\_\_\_\_

ABSENT: Commissioners \_\_\_\_\_

WHEREAS, the Board of Commissioners of Bay County, Michigan previously has adopted a Resolution of Intent to authorize the establishment of a property assessed clean energy program ("PACE Program") and create a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010 ("Act 270"), for the purpose of promoting the use of renewable energy systems and energy efficiency improvements by owners of certain real property; and

WHEREAS, the Board of Commissioners hereby finds that financing energy projects is a valid public purpose because it stimulates economic development, improves property values, reduces energy costs, reduces greenhouse gas emissions, and increases employment in the County; and

WHEREAS, the types of energy efficiency improvements and renewable energy systems that may be financed under the PACE Program include, but are not limited to: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the PACE Program; a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more renewable energy resources to generate electricity. Renewable energy resources include, but are not limited to: biomass (including a biomass stove but not an incinerator); solar and solar thermal energy; wind energy; geothermal energy and methane gas captured from a landfill; and

WHEREAS, the Board of Commissioners conducted a public hearing on February 11, 2014, at 515 Center Ave., Bay City, MI 48708, in the Board of Commissioners Chambers, to receive comments on the proposed PACE Program, including the Report referenced in Section 9(1) of Act 270 (the "PACE Report"); and

WHEREAS, the Board of Commissioners intends to establish a PACE Program as described in the PACE Report, so as to provide a property owner-based method of financing and funds for energy projects, including owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed or used in connection with any project as required by, and subject to Act 270.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The PACE Program for the County is established and approved.
2. The PACE district, having the same boundaries as the County's jurisdictional boundaries, is established.
3. The PACE Program constitutes a valid public purpose because it stimulates economic development, improves property values, reduces energy costs, reduces greenhouse gas emissions, and increases employment in the County.
4. The PACE Report is incorporated herein in full by reference, and is approved and adopted.
5. The County formally joins Lean & Green Michigan™ and designates Levin Energy Partners, LLC as PACE administrator to administer the PACE Program.
6. In accordance with the PACE Report, amendments to the PACE Program shall not require a public hearing.
7. In accordance with Act 270, an assessment imposed under the PACE Program, including any interest on the assessment and any penalty, shall constitute a lien against the property on which the assessment is imposed until the assessment, including any interest or penalty, is paid in full. The lien runs with the property and has the same priority and status as other property tax and assessment liens. The County has all rights in the case of delinquency in the payment of an assessment as it does with respect to delinquent property taxes. When the assessment, including any interest and penalty, is paid, the lien shall be removed from the property. Chairperson of the Bay County Board of Commissioners or his/her designee is authorized and directed to execute and deliver any special assessment agreement, document or certificate necessary or appropriate to create, establish and record an assessment under the PACE Program.

8. In accordance with Act 270, installments of assessments due under the PACE Program may be included in each summer and winter tax bill issued under the General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.155 ("Act 206"), and may be collected at the same time and in the same manner as taxes collected under Act 206. Under owner-arranged financing, the County may impose an assessment and forward payments to the commercial lender or the record owner may pay the commercial lender directly. In all projects where the property owner will pay the installments of assessments through periodic payments to the County, the PACE special assessment agreement will provide for the County to be reimbursed for the actual costs of administering the billing and payment process.

9. The County may join with any other local unit of government, or with any person, or with any number or combination thereof, by contract or otherwise as may be permitted by law, for the implementation of the County's PACE Program, in whole or in part, and the Chairperson of the Bay County Board of Commissioners or his/her designee is authorized to execute and deliver such documents, agreements or certificates as may be necessary or advisable to permit the cooperative implementation of the PACE Program as provided by Act 270 or other applicable law.

10. The Chairperson of the Bay County Board of Commissioners or his/her designee is authorized to sign necessary documents, agreements or certificates, and to take all other actions necessary or convenient to implement a PACE Program consistent with the PACE Report.

11. All resolutions and parts of resolutions inconsistent with this Resolution are repealed to the extent of such inconsistency.

YEAS: Commissioners \_\_\_\_\_  
\_\_\_\_\_

NAYS: Commissioners \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Cynthia A. Luczak  
County Clerk

I HEREBY CERTIFY that the attached is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Bay, Michigan, at a regular meeting held on March 10, 2015, at 4:00 p.m., prevailing Eastern Time, and that public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, Act No. 267, Public

Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by Act 267.

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Cynthia A. Luczak  
County Clerk



lean & green  
**MICHIGAN**<sup>™</sup>

**COUNTY OF BAY, MICHIGAN  
PACE PROGRAM**

**March 3, 2015**

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**LEVIN**  
ENERGY  
PARTNERS

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# **Lean & Green Michigan™ PACE Program**

## **Executive Summary**

Public Act No. 270 of 2010 (“Act 270”) authorizes local units of government to adopt Property Assessed Clean Energy (“PACE”) programs to promote the installation of energy efficiency improvements and renewable energy systems by owners of commercial or industrial property within a district designated by the local unit of government. Act 270 allows private commercial lenders to finance energy projects; authorizes local units of government to issue bonds, notes and other indebtedness; and authorizes the assessment of properties for the cost of the energy projects. Act 270 provides for repayment to the local unit of government or the private lender through a voluntary property assessment. The property assessment remains with the property and has the same priority as other property tax and assessment liens in the event of foreclosure.

Lean & Green Michigan™ (“LAGM”) has developed a collaborative approach to PACE programs for local units of government by standardizing the administrative and legal process under which PACE programs are created and managed. Many local units of government throughout the state joined have or are in the process of joining LAGM utilizing a “shared services” approach to eliminate upfront and ongoing program costs and duplication. Further, this approach creates one efficient statewide market, allowing property owners, lenders and clean energy contractors to utilize a standardized process as they employ PACE financing in multiple jurisdictions throughout the state. LAGM emphasizes private financing that requires no issuance of public bonds or other public funding for clean energy PACE projects.

This documentation package includes the report required by Section 9 of Act 270 and provides model forms of documents for the PACE program. As many of the details of a PACE transaction are determined on a project-specific basis, adjustments to the model documents may be required to fit a particular transaction. Additionally, there are several blanks left in the documents that should be filled in when the corresponding information is known.



**BAY COUNTY, MICHIGAN**

**PACE PROGRAM REPORT**

This Lean & Green Michigan™ PACE Program Report contains the information required by Section 9 of Act 270. Additional information is available from the County of Bay (“Bay County”). The Commissioners passed a resolution of intent on January 21, 2014 and held a public hearing on February 11, 2014. The PACE Program and Report were approved by the Bay County Board of Commissioners on March 3, 2015.

## INTRODUCTION

In order to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare in Bay County, the Board of Commissioners established the Bay County Property Assessed Clean Energy Program pursuant to Public Act No. 270 of 2010 (“Act 270”) by joining Lean & Green Michigan™ (“LAGM,” the “PACE Program” or “Program”). The PACE Program has identified specific sources of commercial funding to finance the implementation of energy efficiency improvements, renewable energy systems and energy projects within the Bay County PACE district (which is coterminous with Bay County jurisdictional boundaries).

The Bay County Commission passed a Resolution of Intent to create a PACE district by joining the Lean & Green Michigan statewide PACE program on January 8, 2014. The Commission published its first version of this PACE Report thereafter, and held a public hearing on January 22, 2014. The Commission passed a Final Resolution adopting this PACE program on February 5, 2014.

The purpose of this PACE Report (hereinafter the “Report”) is to fulfill the requirements of Act 270. Section 9 of Act 270 requires a Report that includes: a form of contract between Bay County and the record owner; identification of an official authorized to enter into program contracts on behalf of Bay County; a maximum aggregate amount for financing under the program; an application process and eligibility requirements; a method for determining interest rates, repayment periods and the maximum amount of assessment; explanation of how assessments will be made and collected; a plan for raising capital; information regarding reserve funds and fees of the program; a requirement that the term of the assessment not exceed the useful life of the energy project; a requirement of an appropriate ratio of the amount of assessment to the assessed value of the property; requirement of consent from the mortgage holder; provisions for marketing and participant education; provisions for adequate debt service reserve fund; quality assurance and antifraud measures; and a requirement for baseline energy audits, ongoing savings measurements and performance guarantees for projects over \$250,000 in assessments.

### **1. Form of PACE Contract**

A form of model PACE Special Assessment Agreement is attached as **Appendix A**. Individual property owners may negotiate project-specific terms to be included in an actual agreement based upon the specific energy efficiency and renewable energy improvements to be financed through the individual agreement, subject to the limitations set forth herein.

### **2. Authorized Official/PACE Administrator**

The Chair of the Board of Commissioners, or his designee (the “Authorized Official”) is authorized to enter into PACE Program contracts on behalf of Bay County in consultation with Levin Energy Partners, LLC (“LEP”). The Authorized Official is further authorized to sign any

agreement, documents or certificates necessary to facilitate the participation of property owners and to facilitate the purposes hereunder.

As part of Lean & Green Michigan™, LEP will act as PACE administrator and will manage Bay County's PACE Program. LEP is authorized to negotiate with credit providers and PACE project participants to facilitate the use of the PACE Program and to assist PACE project applicants in obtaining owner-arranged financing.

### **3. Financing Parameters**

In establishing its PACE district, Bay County intends for PACE projects to be funded through owner-arranged private financing. The maximum aggregate annual amount of financing provided by Bay County in 2015 shall be zero dollars. The maximum aggregate dollar amount for financing provided by the County may be adjusted and/or amended on an annual basis or more frequently by the Board of Commissioners and will remain at zero dollars unless and until it is changed.

Owner-arranged and other financing from commercial lenders, as allowed under Act 270, Section 9(1)(g)(iii), are separate sources of financing from the financing provided by Bay County. Owner-arranged and other financing from commercial lenders are not included under the maximum aggregate annual dollar amount for financing provided by Bay County under the Program. There is no limit on the maximum aggregate annual amount of financing provided by private commercial lenders under the program. The dollar amount for financing of a particular project will be established by the property owner seeking to make the property improvement and the commercial lender seeking to finance the energy improvements, as approved by LEP and the Authorized Official.

### **4. Application Process/Eligibility Requirements**

#### **Application Process:**

The application process for financing projects under the Program shall be that of LAGM. The current application form is attached as **Appendix B**. This form may be changed or amended as necessary by LEP.

#### **Eligibility Requirements:**

The eligibility requirements for financing projects under the Program shall be those of LAGM. Eligibility requirements may be changed or amended as necessary by LEP. The current list of eligibility requirements is attached as **Appendix C**.

### **5. Financing Terms of Assessments**

For funds supplied by commercial lenders, the interest rate for PACE special assessment installments shall be negotiated by the parties based on current market conditions. Bay County does not anticipate providing funds for PACE projects, so no discussion of interest rates on publicly funded PACE projects is necessary at this time.

The maximum allowable repayment period of a PACE special assessment must be included in the PACE Special Assessment Agreement, will be determined on a project-specific basis and shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years.

The maximum dollar amount of a PACE special assessment shall be negotiated on a project-specific basis between the property owner and the entity providing the financing based upon the specific energy efficiency improvement(s) and/or renewable energy system(s) included in the individual PACE Special Assessment Agreement.

## **6. Assessment Collection Process**

Within the parameters set forth herein, the Authorized Official will authorize one or more commercial lenders to provide financing to defray all or part of the cost of the energy improvements by special assessment upon the Special Assessment Parcel, which the Chair of the Board of Commissioners or his designee will find is especially benefited in proportion to the costs of the energy improvements.

The Special Assessment Roll, attached as **Appendix E**, will be levied by the Authorized Official on behalf of Bay County and without objection by the property owner to allocate one hundred percent (100%) of the PACE special assessment levy created hereby to the Special Assessment Parcel.

The PACE special assessment, as allocated by the Authorized Official on behalf of Bay County without objection by the property owner, will be finally established against the property and the energy projects to be constructed on the Special Assessment Parcel. The PACE special assessment will be effective immediately upon the execution and delivery of the PACE Special Assessment Agreement by the property owner.

Bay County prefers that property owners pay lenders directly rather than through payments through the property tax billing process, as allowed by Section 9(g)(iii) of Act 270, and LEP and the Authorized Official will endeavor to assist parties to use this option. The periodicity of such payments shall be determined by the parties, and Bay County affirms that Act 270 Section 13 does not refer or apply to or govern direct payments.

However, in cases where parties, for good reason, mutually agree to use the property tax system for repayment of the PACE special assessment from the outset, the PACE special assessment may be paid in semi-annual installments pursuant to Section 13(2) of Act 270. In such cases, Bay County will be held harmless for the cost of administering such payments. Bay County will determine the expected actual cost of administering the payments and the property owner will pay a fee to cover that cost as part of the special assessment agreement. The Authorized Official, on behalf of Bay County, will confirm the Special Assessment Roll.

## **7. Financing Program**

LAGM has developed and will continue to develop an active roster of financial institutions, institutional investors and other sources of private capital available to finance PACE

projects in Michigan. By participating in LAGM, Bay County helps its constituent property owners gain access to private capital made available through the statewide program. Bay County authorizes the use of owner-arranged financing from commercial lenders to finance qualified energy projects under the Program.

**8. Reserve Fund**

Bay County does not currently intend to use public bonds or notes or other funds to finance PACE projects, so no reserve fund is necessary at this time. In the event Bay County decides to issue bonds to provide financing for PACE projects in the future, at that time Bay County will determine whether it is necessary to create a bond reserve account and, if so, what size of reserve fund is needed, and may fund that account from any legally available funds, including funds from the proceeds of bonds.

By participating in LAGM, Bay County assists its constituent property owners in taking advantage of any and all appropriate loan loss reserve and gap financing programs of the Michigan Economic Development Corporation (“MEDC”). Such financing mechanism can similarly be used to finance a reserve fund.

**9. Fee Schedule**

Application, administration and program fees for record owners shall be those of LAGM. Administration and program fees will be determined on a project-specific basis and will depend on the size, nature and complexity of the energy project(s) and financing mechanism(s) involved.

**10. Useful Life**

The maximum length of time allowable for repayment of a PACE assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years and will be determined on a project-specific basis by LEP. Projects involving multiple energy efficiency improvements and/or renewable energy systems may aggregate the useful life of each improvement to determine an overall useful life figure for financing purposes. In aggregating the improvements, the property owner must appropriately weigh each improvement’s dollar cost.

**11. Property Eligibility Parameters**

As set forth in the PACE Special Assessment Agreement, energy projects shall generally not exceed 25% of two times the State Equalized Value; and the lien to value ratio of the clean energy project to the property generally shall not exceed 80% of two times the State Equalized Value (not including the energy assessment amount). LEP and the Authorized Official may permit projects that exceed these values for reasonable cause on a case-by-case basis.

**12. Mortgage Consent Requirement**

If a property is subject to a mortgage the record owner must obtain written consent from the mortgagee to participate in the Program. Proof of lender consent must be submitted before a

Special Assessment Agreement may be executed. A form of model lender consent to participate in a PACE Program is attached as **Appendix G**.

### **13. Marketing Program**

LAGM has developed an ongoing marketing and participant education program. By joining LAGM, Bay County gains access to this program and agrees to partner with LAGM in educating businesses in Bay County about opportunities to save energy, save money and improve their property value. The County authorizes the use of Bay County's logo by LAGM to be incorporated into the LAGM website and other communication vehicles. More information regarding the Program can be obtained at LAGM's website: [www.leanandgreenmi.com](http://www.leanandgreenmi.com); or at Bay County's website at <http://www.baycounty-mi.gov/>.

### **14. Quality Assurance and Antifraud Measures**

LAGM includes the following quality assurance and antifraud measures:

- i. Business integrity review on clean energy contractors conducted by Michigan Saves;
- ii. Background check process on clean energy contractors conducted by Michigan Saves; and
- iii. Other general due diligence as may be necessary or required.

### **15. Audit Requirement**

As set forth in the PACE Program Application, a baseline energy audit must be completed before an energy project is undertaken. Each contract will require and provide adequate funding for monitoring and verification of energy savings throughout the life of the special assessment.

### **16. Projects Over \$250,000**

As set forth in the PACE Special Assessment Agreement, energy projects financed with more than \$250,000 require ongoing measurements to establish energy savings and a guarantee from the contractor that the energy project will achieve a savings to investment ratio greater than one.

### **17. Amendments to the Program**

A public hearing shall not be required to amend this Program.

\_\_\_\_\_  
SPACE ABOVE FOR RECORDING PURPOSES  
\_\_\_\_\_

**PACE SPECIAL ASSESSMENT AGREEMENT**

*between*

**COUNTY OF BAY, MICHIGAN**

*and*

\_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_

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PACE SPECIAL ASSESSMENT AGREEMENT

**THIS PACE SPECIAL ASSESSMENT AGREEMENT** (the "Agreement") is made this \_\_\_ day of \_\_\_\_, 20\_\_, between \_\_\_\_\_ (the "Property Owner"), a \_\_\_\_\_, whose address is \_\_\_\_\_, and the County of Bay whose address is 515 Center Ave., Bay City, Michigan 48708.

**RECITALS:**

A. Bay County desires to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare.

B. Act No. 270, Public Acts of Michigan, 2010 provides that Bay County may create a special assessment to defray the cost of certain energy improvements and that a special assessment may be levied in connection therewith, whereby the property owner(s) benefited thereby shall contribute toward the cost thereof.

C. Based upon the authority set forth in the Lean & Green Michigan™ ("LAGM") PACE Program Report approved by Resolution, adopted on \_\_\_\_, 20\_\_, the parties have determined that it is necessary and appropriate to enter into this Agreement.

In consideration of the foregoing and the mutual covenants contained in this Agreement, Property Owner and Bay County hereby enter into this Agreement and covenant and agree as follows:

**ARTICLE I**

**DEFINITIONS**

**Section 1.01**      **Definitions**

(a) The capitalized terms used in this Agreement shall have the following meanings, except to the extent the context in which they are used requires otherwise:

(b) "**Act 270**" means Act No. 270, Public Acts of Michigan, 2010, commonly referred to as the PACE Act.

(c) "**Agreement**" means this PACE Special Assessment Agreement as same may be amended and/or restated.

(d) "**Authorized Official**" means the Bay County Chair of the Board of Commissioners, or his designee, who is authorized to enter into this agreement under the Lean & Green Michigan™ PACE Program.

(e) "**Energy Efficiency Improvement**" means equipment, devices, or materials intended to decrease energy consumption, including, but not limited to, all of the following: insulation in walls, roofs, floors, foundations, or heating and cooling distribution

**Draft PACE Special Assessment Agreement**  
**APPENDIX A**

systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; and any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Bay County Lean & Green Michigan PACE Program.

(f) **“Energy Project”** means the installation or modification of an energy efficiency improvement or the acquisition, installation, or improvement of a renewable energy system.

(g) **“Force Majeure”** means unforeseeable events beyond a party’s reasonable control and without such party’s failure or negligence including, but not limited to, acts of God, acts of public or national enemy, acts of the federal government, fire, flood, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, and delays of contractors due to such causes, but only if the party seeking to claim Force Majeure takes reasonable actions necessary to avoid delays caused thereby.

(h) **“Lean & Green Michigan™”** shall mean a consortium of local units of government and private entities involved in facilitating PACE-financed transactions.

(i) **“LEP”** shall mean Levin Energy Partners, LLC, a Michigan Limited Liability Company.

(j) **“Municipality”** means the County of Bay, its coordinate agencies and political subdivisions and their respective successors and assigns.

(k) **“Owner-Arranged Financing”** means the process by which a property owner secures financing for improvements to its property that does not involve bonds or any other form of funding provided by or supported by the Municipality.

(l) **“PACE”** shall mean Property Assessed Clean Energy as defined in Act 270.

(m) **“PACE Program”** shall mean a program implemented by a municipality to stimulate energy efficiency and renewable energy projects in conformity with Act 270.

(n) **“Renewable Energy Improvement”** means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer’s side of the meter that use one (1) or more renewable energy resources to generate electricity. Renewable energy includes a biomass stove but does not include an incinerator or digester.

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(o) **“Special Assessment”** means the money obligation created pursuant to this Agreement, used to defray the cost of the Improvements and which shall, until paid, be a lien upon the Special Assessment Parcel (as defined below) of the same priority and status as other property tax liens and other assessment liens as provided in Act 270.

(p) **“Special Assessment District”** means the Special Assessment District established as part of the LAGM™ PACE Program pursuant to Act 270.

(q) **“Special Assessment Parcel”** means the property to which one hundred percent (100%) of the Special Assessment Roll has been levied by Bay County and which is more particularly described on the attached **Appendix D**.

(r) **“Special Assessment Roll”** means the roll of properties with a PACE Special Assessment that sets forth a description of the property, the amount of the assessment, and the name of the person to whom the property was assessed, and as set forth by the Authorized Official, attached as **Appendix E**.

**ARTICLE II**

**DESCRIPTION OF IMPROVEMENTS**

**Section 1.02      Description of Improvements**

(a) The Improvements to be constructed, installed and financed under the PACE Program are described in **Appendix H** attached hereto. If after project approval, the Property Owner seeks to undertake additional Improvements, **Appendix H** may be amended or supplemented from time to time. Such additional Improvements must meet all the eligibility criteria of the PACE Program and may be added to the original application as a modification; or submitted as a new project at the discretion of LEP and the Authorized Official.

**ARTICLE III**

**COVENANTS OF NAME OF ENTITY**

**Section 1.03      Acquisition, Construction and Installation of the Project**

(a) NAME OF ENTITY, shall acquire, construct and install the Improvements as described in **Appendix H**.

ARTICLE IV

COVENANTS OF BAY COUNTY

**Section 1.04** [Project-specific provisions related to collection of PACE special assessments, such provisions may include a requirement to turn over delinquent special assessments to the County Treasurer for collection as determined by the Authorized Official and LEP].

ARTICLE V

PACE SPECIAL ASSESSMENT

**Section 1.05** PACE Special Assessment Created

(a) The Board of Commissioners has determined to establish a PACE Program and allow the financing of Improvements by special assessment upon the Special Assessment Parcel, which the Authorized Official under the PACE Program finds is especially benefited in proportion to the costs of the Improvements. The Special Assessment Roll has been levied by the Authorized Official and this Agreement without objection by NAME OF ENTITY to allocate one hundred percent (100%) of the special assessment levy created hereby to the Special Assessment Parcel.

(b) The PACE special assessment, as allocated by the Authorized Official without objection by NAME OF ENTITY, is hereby finally established against the property and the Improvements now located or to be constructed on the Special Assessment Parcel as described on the attached **Appendix D** in an amount of: AMOUNT OF FINANCING Dollars (\$ \_\_\_\_\_) as stated on the Special Assessment Roll attached hereto as **Appendix E**. The PACE special assessment is effective immediately upon the execution and delivery of this Agreement by NAME OF ENTITY. The amount of the PACE special assessment set forth in the Special Assessment Roll may be reduced as agreed between the NAME OF ENTITY and Bay County [include any security provisions required by owner-arranged financing]. Delinquent PACE special assessment payments shall be turned over to the County Treasurer pursuant to the General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.155. The Authorized Official hereby confirms the Special Assessment Roll attached hereto as **Appendix E** and a payment schedule for the PACE special assessment payments due attached hereto as **Appendix F** (the "Payment Schedule").

**Section 1.06** Agrees to PACE Special Assessment; Waiver

(a) NAME OF ENTITY, hereby irrevocably agrees and confirms the creation of the Special Assessment Roll established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING THE LEGALITY, VALIDITY OR COLLECTIBILITY OF THE PACE SPECIAL ASSESSMENT, including, but not limited to, claims arising from or based upon any theory of procedural defect concerning the approval of the Improvements, the establishment of the Special Assessment District, confirmation of the Special Assessment Roll and the Payment Schedule, Bay County's right to place the special assessment lien on the Special Assessment Parcel, the collectibility and due dates of the PACE special

**Draft PACE Special Assessment Agreement**  
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assessment installments, or any other theory or claim. NAME OF ENTITY further waives notice of hearing and the right to file objections under county ordinances.

(b) Following the signing of this Agreement, no suit or action of any kind shall be instituted or maintained for the purpose of contesting or enjoining the collection of any PACE special assessment, and NAME OF ENTITY, for itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Special Assessment Parcel, hereby irrevocably waives its rights to contest the PACE special assessment with any adjudicative body having jurisdiction over the subject matter, including, but not limited to, the Michigan Tax Tribunal.

(c) NAME OF ENTITY shall not sell, transfer, alienate or convey any of its interest in the Special Assessment Parcel without first having given written notice of the PACE special assessment to any successors in interest, lessees, purchasers or assigns and made a copy as part of any purchase contract, sale contract, lease agreement, deed or any other conveyancing instrument by which NAME OF ENTITY purports to assign all or any part of its interest in the Special Assessment Parcel to any successors in interest, lessees, purchasers, and assigns. This Agreement shall be recorded against the real property constituting the Special Assessment Parcel by Bay County with the Bay County Clerk/Register of Deeds.

(d) Bay County agrees that following payment to Bay County in full of the PACE special assessment, as same may be expanded and/or amended, to promptly execute and deliver documentation discharging the County's interest with respect to the property. Until the PACE special assessment liability has been fully satisfied and the lien discharged, each purchaser of all or any part of the Special Assessment Parcel, as a condition of closing on such purchase, shall execute and deliver to the County a written notice: (i) acknowledging the principal amount unpaid and outstanding on the PACE special assessment; (ii) agreeing to the assumption of the liability to pay the PACE special assessment on a timely basis, when due, until the remaining balance and interest on said PACE special assessment has been paid in full; and (iii) acknowledging that the title insurance policy will state that the PACE special assessment has not been paid at time of closing thereon.

(e) NAME OF ENTITY agrees that it, its successors and assigns shall, during the term of this Agreement and the PACE special assessment, pay all ad valorem real property taxes and assessments levied against the property when due and NAME OF ENTITY specifically waives, irrevocably for itself, its successors and assigns as to any and all portions of the Special Assessment Parcel, the right to pay ad valorem real property taxes and assessments on any other installment method which may be available to property owners in Bay County.

**Section 1.07      Lien**

(a) The PACE special assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be and continue to be a lien upon all such property assessed for the amount of the PACE special assessment and all interest and charges apportioned to such property which may accrue thereon. Such lien shall be of the same character and effect as liens created pursuant to the General Property Tax Act, and shall be treated as such with respect to procedures for collection as set forth in the county ordinances, including accrued

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interest and penalties. The PACE special assessment confirmed hereby is a debt to Bay County that has been assigned to NAME OF ENTITY and its successors in interest, lessees, purchasers and assigns. The transfer of title to all or any part of the Special Assessment Parcel shall not, in and of itself, trigger an acceleration of the PACE special assessment. No judgment or decree shall destroy or impair any lien of the County upon the premises assessed for such amount of the assessment as may have been equitably or lawfully charged and assessed thereon. Failure of NAME OF ENTITY or any subsequent property owner to receive any notice required to be sent under the provisions of the county ordinances shall not invalidate any PACE Special Assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

**Section 1.08**      **Installment Payments**

(a)      Payments shall be made in accordance with attached **Appendix F**.

**Section 1.09**      **Delinquent Payments**

(a)      In the event the payment by NAME OF ENTITY of a PACE special assessment installment shall be due and unpaid for more than NUMBER OF DAYS ( ) days, then such installment shall be deemed delinquent and NAME OF ENTITY shall pay thereon, in addition to the interest described above, an administrative fee in an amount equal to the product of unpaid balance due multiplied by an annual rate equal to \_\_% over the annual rate of interest borne by the bonds, multiplied by the number of days that the same remains unpaid and then divided by 365, together with the costs of collection, including actual attorneys' fees. All such amounts shall constitute a lien against the Special Assessment Parcel. [To be modified depending on terms of owner-arranged financing].

**Section 1.10**      **Use of Assessment**

(a)      [To be determined based on owner-arranged financing; provided, however, the Authorized Official shall ensure that such uses include payment of any application, administration or legal fees associated with the PACE project. The Authorized Official is permitted to allow payment be made directly to the financing source and not through the property tax special assessment collection process, if such change is made, conforming changes shall be made throughout the Agreement.]

**Section 1.11**      **Invalidity; Cure**

(a)      In the event of any invalidity of the PACE special assessment because of irregularity in the proceedings, or the adjudgment of the PACE special assessment as illegal by a court of competent jurisdiction, the Authorized Official may cause a new special assessment to be made for the Improvements, and NAME OF ENTITY, on behalf of itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Improvements as reasonably determined by the County, hereby waives any objections to and agrees to the imposition of such new PACE special assessment. [Authorized Official to make modifications for owner-arranged financing to limit discretion to change Special Assessment Roll and to obligate itself to revise the Special Assessment Roll to ensure owner-arranged financial institution is made whole.]

ARTICLE VI

CONDITIONS PRECEDENT

Section 1.12 Conditions Precedent to Bay County's Obligations

(a) The obligation of Bay County to approve owner-arranged financing between NAME OF ENTITY and NAME OF LENDER is subject to the following conditions precedent as required herein, or waived in writing by Bay County, except as specifically hereinafter provided:

(b) The County and NAME OF ENTITY shall have authorized, executed and delivered this Agreement and all approvals required hereby shall have been secured.

(c) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which NAME OF ENTITY or Bay County is a party, or is threatened in writing against NAME OF ENTITY or Bay County, contesting the validity or binding effect of this Agreement, the PACE special assessment, or the bonds, which could result in an adverse decision that may have a material adverse effect upon the ability of NAME OF ENTITY to pay, or Bay County to levy and collect the PACE special assessments to pay the bonds or to pay a third-party financing source, including, without limitation, any determination by any agency or official as to the ability to levy the PACE special assessments, or which would have a material adverse effect on NAME OF ENTITY or Bay County's ability to comply with any of the obligations and terms of this Agreement or the bonds.

(d) There shall be no ongoing breach of any of the covenants and agreements of NAME OF ENTITY required to have been observed or performed by NAME OF ENTITY under the terms of this Agreement and no Event of Default by NAME OF ENTITY or no event which with notice or the passage of time could become an Event of Default by NAME OF ENTITY under this Agreement shall have occurred.

(e) All documents, schedules, materials, maps, plans, descriptions and related matters which are contemplated to be made Appendices to this Agreement shall have been fully completed by NAME OF ENTITY to Bay County's reasonable satisfaction and shall have been appended hereto.

(f) No objection shall have been made by NAME OF ENTITY or any other party claiming an interest in the Special Assessment Parcel at Bay County's Board of Commissioners meeting at the time the Authorized Official has levied the roll.

(g) NAME OF ENTITY shall meet all eligibility requirements as set forth in Appendix C.

(h) NAME OF ENTITY shall not have filed bankruptcy or sought the protections of any state and federal law insolvency statutes providing protections to debtors.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

Section 1.13 Representations and Warranties of Bay County

(a) Bay County represents and warrants to NAME OF ENTITY that:

(i) The execution and delivery of this Agreement has been duly authorized by Bay County, and this Agreement constitutes a valid and binding agreement of the County, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principals of equity, including those relating to equitable subordination.

(ii) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated herein is in violation of any provision of any existing law, ordinance, rule, resolution or regulations, order or decree of any court or governmental entity, or any agreement to which Bay County is a party or by which the County is bound.

Section 1.14 Representations and Warranties of NAME OF ENTITY

(a) NAME OF ENTITY represents and warrants to Bay County that:

(i) NAME OF ENTITY is duly organized and validly existing as a TYPE OF ENTITY in good standing under the laws of the State of Michigan, with power under the laws of this state to carry on its business as now being conducted, and is duly qualified to do business in the State of Michigan; and NAME OF ENTITY has the power and authority to own the property and carry out the obligations to complete the Improvements.

(ii) The execution and delivery of this Agreement will not result in a violation or default by NAME OF ENTITY of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject.

(iii) NAME OF ENTITY represents and warrants that it is the sole and exclusive legal and equitable title owner of fee simple title to the Special Assessment Parcel and the Improvements located, or to be located, thereon and has full legal power and authority to consent to the finalization and levying of the PACE special assessment as provided herein.

(iv) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized

by all requisite action, and this Agreement constitutes a valid and binding agreement enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

## ARTICLE VIII

### DEFAULT

#### Section 1.15 NAME OF ENTITY **Default**

(a) If NAME OF ENTITY breaches any covenant of this Agreement or any other agreement related to this Agreement and fails to pursue a cure of such breach within NUMBER OF DAYS ( ) days after the written notice thereof has been received, NAME OF ENTITY shall be deemed to have committed an event of default ("Event of Default").

#### Section 1.16 **Remedies**

(a) If NAME OF ENTITY commits an Event of Default under this Agreement, Bay County, after giving written notice as required, without further notice of any kind, shall be entitled to seek and obtain a decree of specific performance of this Agreement from a court of competent jurisdiction; or the right to recover from NAME OF ENTITY any damages incurred by Bay County and any costs incurred by the County in enforcing or attempting to enforce this Agreement or the PACE special assessment, including attorneys' fees and expenses; or to foreclose on the Special Assessment Parcel and to sell all or any part of the Special Assessment Parcel to the extent necessary to recover any damages and costs; or any combination of the foregoing.

#### Section 1.17 **Bay County's Default**

(a) If Bay County breaches any covenant of this Agreement or any other agreement related to the carrying out of this Agreement and fails to pursue a cure of such breach within NUMBER OF DAYS ( ) days after written notice thereof has been received, Bay County shall be deemed to have committed an Event of Default.

#### Section 1.18 **Remedies**

(a) If Bay County commits an Event of Default under this Agreement and NAME OF ENTITY shall have otherwise fully performed all of its obligations hereunder, NAME OF ENTITY, after giving written notice as required, without further notice or demand, shall be entitled to seek and obtain a decree of specific performance from a court of competent jurisdiction; but NAME OF ENTITY shall not have the right to seek to recover any money damages against the County incurred by NAME OF ENTITY and any costs incurred by NAME OF ENTITY against the County, including the costs of enforcing or attempting to enforce this Agreement. If Bay County defaults in any of its express obligations, NAME OF ENTITY shall be entitled to pursue its remedies as may be contained



If to NAME OF ENTITY:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Attn: \_\_\_\_\_

With a copy to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Attn: \_\_\_\_\_

or to such other address as such party may specify by written notice. To the extent Bay County is advised in writing by NAME OF ENTITY of the name, address and contact person for any lender, the County shall provide written notice to said Lender of any default hereunder by NAME OF ENTITY simultaneously with providing such written notice to NAME OF ENTITY.

**Section 1.23      Amendment and Waiver**

(a) No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by each party hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other party hereto.

**Section 1.24      Entire Agreement**

(a) This Agreement and the agreements and documents specifically referenced herein, contain all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement.

**Section 1.25      Execution in Counterparts**

(a) This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

**Section 1.26      Captions**

(a) The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

**Section 1.27      Applicable Law**

(a) This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

**Section 1.28      Mutual Cooperation**

(a) Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other party to this Agreement. Each party to this Agreement shall exercise reasonable diligence in reviewing, approving, executing and delivering all documents necessary to accomplish the purposes and intent of this Agreement. Each party to this Agreement also shall use its best efforts to assist the other party to this Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the issuance of the bonds and/or other financing arrangements are satisfied.

**Section 1.29      Binding Effect**

(a) This Agreement, being for the benefit of the property, shall be binding upon the parties hereto and upon their respective successors and assigns.

**Section 1.30      Force Majeure**

(a) No party hereto shall be liable for the failure to perform its obligations hereunder if said failure to perform is due to Force Majeure. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; provided, however, that the party seeking to take advantage of this Section shall notify the other party in writing, setting forth the event giving rise to said failure to perform, within <sup>NUMBER OF</sup> DAYS ( ) business days after the occurrence of said event.

[SIGNATURES ON THE FOLLOWING PAGE]

**Draft PACE Special Assessment Agreement  
APPENDIX A**

IN WITNESS WHEREOF, Bay County and NAME OF ENTITY have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

Witnessed: \_\_\_\_\_ By: \_\_\_\_\_, a Michigan  
\_\_\_\_\_

Signature of: \_\_\_\_\_ By: \_\_\_\_\_

Signature of: \_\_\_\_\_ Its: Authorized Signatory

Witnessed as to both signatures by: **County of Bay, Michigan**  
Municipal corporation

Signature of: \_\_\_\_\_ By: \_\_\_\_\_  
Signature of: \_\_\_\_\_  
Its: \_\_\_\_\_

Signature of: \_\_\_\_\_ By: \_\_\_\_\_  
Signature of: \_\_\_\_\_  
Its: Clerk/Register of Deeds

State of Michigan            )  
  ) ss  
County of Bay            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ the Authorized Signatory of \_\_\_\_\_ on behalf of the \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My commission expires \_\_\_\_\_

State of Michigan            )  
  ) ss  
County of Bay)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by AUTHORIZED OFFICIAL, the TITLE OF AUTHORIZED OFFICIAL of Bay County, Michigan and \_\_\_\_\_, the County Clerk/Register of Deeds of Bay County, Michigan on behalf of the County of Bay.

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**Draft PACE Special Assessment Agreement**  
**APPENDIX A**

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My commission expires \_\_\_\_\_

APPENDIX B

**Lean & Green Michigan™ PACE Program Application**

Public Act 270 of 2010 (“Act 270”) authorizes local units of government to adopt Property Assessed Clean Energy (“PACE”) programs to promote the installation of energy efficiency improvements and renewable energy systems by owners of commercial or industrial property within a district designated by Bay County. Act 270 allows private commercial lenders to finance energy projects and authorizes local units of government to issue bonds, notes and other indebtedness. Act 270 authorizes the assessment of properties for the cost of the energy projects and provides for repayment to local governments through a voluntary property assessment. The property assessment remains with the property and has the same priority as other property tax and assessment liens in the event of foreclosure.

LAGM has developed a PACE program that provides voluntary special assessments for certain energy efficiency improvements and renewable energy systems that are associated with real property.

The property eligibility requirements are as follows:

Property is privately owned commercial or industrial real property within Bay County’s jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g). Multi-family residential property is included in the definition of commercial property.

There are no delinquent taxes, special assessments, or water or sewer charges on the property. The Authorized Official at his or her discretion may disqualify properties that although not currently delinquent, have been delinquent within six months of the application’s submission. MCL 460.941(2)(a).

There are no delinquent assessments on the property under a PACE Program. MCL 460.941(2)(b).

The term of assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years. Projects that consist of multiple energy efficiency improvements or renewable energy systems with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. The ratio will be determined on a project-by-project basis by LEP and shall not exceed 25% of two times the State Equalized Value without written approval. MCL 460.939(j).

Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).

A baseline energy audit must be conducted for the property that is approved by LEP. Such approval may be granted retroactively if the audit meets the standards of LEP. MCL 460.939(o).

For projects financed for more than \$250,000, the contractor(s) must provide a performance guarantee to guarantee a savings to investment ratio greater than one (1). MCL 460.939(p). The performance guarantee must meet the standards set by LEP.

**PACE Program Application  
APPENDIX B**

For projects financed for more than \$250,000, an agreement for ongoing measurement and verification of energy savings that meet standards set by LEP. MCL 460.939(p).

Bonds or notes issued under Act 270 shall not be general obligations of the local unit of government, but shall be secured by the voluntary assessments and other security mechanisms provided in the statute. MCL 460.945(2).

The applicant assumes all risk with respect to the implementation of a PACE Program in respect of the applicant's property. Bay County is an accommodation party only, and is providing access to the PACE Program so as to enable property owners to make decisions regarding energy improvements to their property in a manner which allows the property owner to make the improvements in a cost-effective manner and for the property owner's benefit.

Energy projects that may be eligible for PACE assessments include, but are not limited to: equipment, devices, or materials intended to decrease energy consumption, including: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Board of Commissioners; and a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one (1) or more renewable energy resources to generate electricity, but does not include an incinerator or digester.

Mail or deliver your application and attachments to:

Attention:  
Program Administrator for Bay County PACE Program  
c/o Levin Energy Partners, LLC  
26700 Lahser, Suite 400  
Southfield, MI 48033

Applications and attachments may also be e-mailed to the Program Administrator through the webpage [www.levinenergypartners.com](http://www.levinenergypartners.com). For questions regarding the status of your application please contact the Program Administrator at 248.581.9128.

**Applicant Information**  
(Use attachments as necessary)

**1. Property Owner(s) Legal Name(s) (as they appear on property tax records)**

	Name	Parcel #
Owner 1	_____	_____
Owner 2	_____	_____
Owner 3	_____	_____

**2. Property Owner(s) Contact Information**

Name	Address	E-mail Address	Telephone No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**3. Property Owner(s) Type**

Individual                       LLP                                       LLC  
 Corporation                       Other (please specify) \_\_\_\_\_

**4. Property Type (Check all that apply)**

**Commercial**

- Grocery/convenience store
- Health care/clinic
- Mixed use
- Multi-family unit (3 or more)
- Office
- Other - Please describe \_\_\_\_\_
- Retail
- Restaurant
- Recreational
- Warehouse

**Industrial**

Please describe \_\_\_\_\_

**5. Property Addresses and Parcel Number**

Physical Property Address of Improvements

\_\_\_\_\_

Mailing Address (if different)

\_\_\_\_\_

Assessor's Parcel #

\_\_\_\_\_

**6. Balance of Any Mortgage(s):**

	Amount of Mortgage	Name of Mortgage Holder
First Mortgage	\$ _____	_____
Second Mortgage	\$ _____	_____
Other	\$ _____	_____
State Equalized Value (SEV)	\$ _____	
Requested assessment amount	\$ _____	

The lien to value ratio (*including* the mortgage, if any, and *excluding* the requested financing amount) cannot exceed 80% of two times the State Equalized Value.

Consent by mortgage holder(s) obtained, if subject to a mortgage. Please attach consent.

**7. Existing Liens Against Property (tax, special assessment, water or sewer charges, etc.)**

Amount	Type	End Date
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
<b>Total:</b> \$ _____		

**8. Requested Assessment Amount**

Energy Project	\$ _____
Energy Audit	\$ _____
Engineering/Architect Plans	\$ _____
Building Permit Fees	\$ _____
Other (Please explain)	\$ _____
<b>Total</b>	<b>\$ _____</b>

The lien to value ratio (*including* the mortgage, if any, and *excluding* the requested financing amount) cannot exceed 80% of two times the State Equalized Value.

The assessment to assessed value ratio cannot exceed 25% of two times the State Equalized Value without written approval of the Authorized Official.

**9. Requested Assessment Repayment Period** (Term may not exceed the lesser of the useful life of the energy project or 25 years.)

Term: \_\_\_\_\_ years

**10. Projects Over \$250,000**

Please attach details regarding provisions for ongoing measurements of energy savings and information regarding performance guarantees.

**11. Baseline Energy Audit**

Please attach the baseline energy audit performed on the property and all supporting documentation.

APPENDIX C

**PROGRAM ELIGIBILITY CHECKLIST**

Property is privately owned commercial or industrial real property within Bay County's jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g). Multi-family residential property is included in the definition of commercial property.

There are no delinquent taxes, special assessments, or water or sewer charges on the property. The Authorized Official at his or her discretion, may disqualify properties that although not currently delinquent, have been delinquent within six months of the application's submission. MCL 460.941(2)(a).

There are no delinquent assessments on the property under a PACE program. MCL 460.941(2)(b).

The term of assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years. Projects that consist of multiple energy efficiency improvements or renewable energy systems with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. The ratio will be determined on a project-by-project basis by LEP and shall not exceed 25% of two times the State Equalized Value without written approval. MCL 460.939(j).

Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).

A baseline energy audit must be conducted for the property that is approved by LEP and the Authorized Official. Such approval may be granted retroactively if the audit meets the standards of LEP. MCL 460.939(o).

For projects financed for more than \$250,000, the contractor(s) must provide a performance guarantee to guarantee a savings to investment ratio greater than one (1). MCL 460.939(p). The performance guarantee must meet the standards set by LEP.

For projects financed for more than \$250,000, an agreement for ongoing verification and measurement of energy savings that meet standards set by LEP. MCL 460.939(p).

APPENDIX D

**SPECIAL ASSESSMENT PARCEL WHICH IS ENCUMBERED  
BY THE PACE SPECIAL ASSESSMENT ROLL**

[PROJECT-SPECIFIC]

Parcel

Tax Parcel I.D. No.: \_\_\_\_\_.

APPENDIX E

PACE SPECIAL ASSESSMENT ROLL

[PROJECT-SPECIFIC]

APPENDIX F  
PAYMENT SCHEDULE  
[PROJECT-SPECIFIC]

**APPENDIX G**

Lender Consent and Acknowledgement of Owner Participation in  
County of Bay, Michigan PACE Program<sup>1</sup>

This acknowledgement is granted \_\_\_\_\_, 20\_\_\_, by NAME OF MORTGAGE HOLDER (the “Lender”), and for the benefit of NAME OF ENTITY (the “Property Owner”), and Bay County in the State of Michigan.

**Recitals**

A. Pursuant to Public Act No. 270 of 2010, Bay County established the Bay County Property Assessed Clean Energy (“PACE”) Program on \_\_\_\_\_, 20\_\_\_, by RESOLUTION # to promote installation of energy efficiency improvements and/or renewable energy systems.

B. The Property Owner has applied to the Program to finance the amount of \$ AMOUNT OF FINANCING, to be paid back as an assessment on Property Owner’s real property, described in **Appendix D** attached hereto (the “Property”), over a period of NUMBER OF YEARS years.

C. Owner has previously executed a mortgage, deed of trust, dated \_\_\_\_\_, 20\_\_\_, to the Lender, covering the Property, to secure a promissory note in the sum of \$ AMOUNT OF LOAN, and recorded on \_\_\_\_\_, 20\_\_\_ at Liber \_\_\_, Page \_\_\_, Bay County Register of Deeds.

D. Repayment by the Property Owner under the PACE Special Assessment Agreement will be a statutory assessment levied against the Property notice of which shall be recorded against the Property in the Office of the County Clerk/Register of Deeds for Bay County, Michigan, and which assessment, together with interest and any penalties, shall constitute a lien (the “Lien”) on the Property, and shall be collected subject to the terms agreed to between the parties and as contained in the PACE Special Assessment Agreement.

**Consent and Acknowledgement**

Lender acknowledges that it has been informed of the Property Owner’s participation in the Bay County PACE Program, and agrees that Property Owner’s execution of the PACE Special Assessment Agreement will not constitute a default under Lender’s Deed of Trust.

Execution of this Consent and Acknowledgement by Lender’s representative shall constitute full and complete consent to the Property Owner’s participation in the Bay County PACE Program.

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<sup>1</sup> If property being improved has no mortgage, please submit documentation demonstrating such.

**Lender Consent and Acknowledgement**  
**APPENDIX G**

Name of Lender: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF BAY    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, on behalf of \_\_\_\_\_.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, State of \_\_\_\_\_  
Acting in \_\_\_\_\_ County  
My Commission Expires:

APPENDIX H

DESCRIPTION OF IMPROVEMENTS

[PROJECT-SPECIFIC]

APPENDIX I

**SOURCE OF PRIVATE FINANCING**

[PROJECT-SPECIFIC]

785 Aplin Beach  
Bay City, MI 48706

February 24, 2015

Bay County Board of Commissioners  
515 Center Avenue, Suite 405  
Bay City, MI 48708

Dear Bay County Board of Commissioners,

I am writing this letter to request consideration of my reappointment for another 3 year term to the Bay Arenac Behavioral Health Authority (BABH) Board of Directors. My current term expires March 31, 2015.

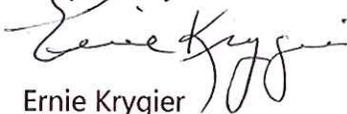
The services BABH provides in our community are invaluable to our residents with developmental disabilities, severe mental illness, and substance use disorders. These supports assist people in attaining the highest quality of life by building relationships in the community and making positive personal choices based on the principles of empowerment and recovery.

Over the last few years, BABH has successfully maneuvered through significant changes including the reorganization of the Prepaid Inpatient Health Plans (PIHPs), the restructuring of the Substance Use Disorder Coordinating Agencies (CAs), implementation of Healthy Michigan, and a substantial reduction in funding for services. BABH has continued to find innovative solutions to function with reduced resources while minimizing the impact on services to persons in Bay and Arenac Counties.

It is anticipated that BABH will remain in an environment of continued transformations including the proposed merger of the Department of Human Services and the Department of Community Health. My tenure on the BABH Board of Directors has given me the opportunity to gain insight and knowledge of the behavioral health system. This experience coupled with my knowledge of local and state government make me a valuable member of the BABH Board of Directors in this era of transition. Furthermore, my history as a public servant has taught me the significance of sustaining collegial relationships and understanding the importance of advocating for the needs of our community.

Thank you in advance for your consideration of my reappointment.

Respectfully,

  
Ernie Krygier

# Bay County Board of Commissioners

## County of Bay Application for Appointment to Bay-Arenac Behavioral Health Authority (BABHA)

Name: ERNIE KRYGIER.  
Address: 785 APRIL BEACH BAY RD.  
Phone: 989-684-2830  
Email: ERNIEKRYGIERSERVICE@HOTMAIL.COM  
Occupation: OWNER OF ERNIE KRYGIER SERVICE  
Employer: SELF EMPLOYED.  
Are you a resident of Bay County: YES

Please list your interests and qualifications for the BABHA Board:

HAVE BEEN COUNTY COMMISSIONER FOR  
SEVERAL TERMS.  
CURRENTLY ON THE BOARD OF BABHA.

List any other information you feel would be pertinent in assisting the County Board of Commissioners in their selection:

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Date Submitted: 2-26-15

## Bay-Arenac Behavioral Health Authority (BABHA) Board Member Application Questionnaire

According to the Mental Health Code (1995, PA 290 MCL 330.1222) certain requirements and limitations are imposed on the composition of the community mental health board membership. Please respond to the following questions:

- | YES           | NO            |  |
|---------------|---------------|--|
| <u>X</u>      | <u>      </u> | 1) I am 18 years of age or older (must be 18+)   |
| <u>X</u>      | <u>      </u> | 2) I am a county commissioner (limit of 4 commissioners)   |
| <u>X</u>      | <u>      </u> | 3) I am a state, county or local public official (limit of 6 officials serving in an elected or appointed public office or employed more than 20 hours/week by an agency of federal, state, city or local government)  |
| <u>X</u>      | <u>      </u> | 4) I live in Bay County (must have primary residence in Bay County)  |
| <u>      </u> | <u>X</u>      | 5) I am employed by the Michigan Department of Community Health  |
| <u>X</u>      | <u>      </u> | 6) I am employed by BABHA  |
| <u>      </u> | <u>X</u>      | 7) I am a party to a contract with community mental health or administering or benefitting financially from a contract with BABHA  |
| <u>      </u> | <u>X</u>      | 8) I serve in a policy-making position with an agency under contract with BABHA<br>(If you checked yes to 5, 6, 7 or 8 you cannot be appointed to the BABHA Board)   |
| <u>      </u> | <u>X</u>      | 9) I am/have been a primary consumer of mental health services. (primary consumer means an individual who has received or is receiving service from the Department of Community Health or a community mental health services program or services from the private sector equivalent to those offered by the Department of Community Health or community mental health services program. This means just about any mental health service you have ever received in your entire lifetime).                             |
| <u>      </u> | <u>X</u>      | 10) I am/have been a family member of a primary consumer (Family member means parent, step-parent, spouse, sibling, child or grandparent of a primary consumer or an individual upon whom a primary consumer is dependent for at least 50% of his or her financial support. Same service and timeframe criteria as primary consumer).<br><br>For items 9 and 10, 1/3 of the BABHA Board (4 members) must be primary consumers or family members and of that 1/3 at least 1/2 (2 members) shall be primary consumers. |
| <u>      </u> | <u>      </u> | 11) I can be identified as a primary consumer and hereby grant permission to the BABHA Board to identify me as such when asked to do so. I waive only those rights under the Mental Health Code that are necessary to make this identification.  |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This release/waiver can be revoked at any time.

- \_\_\_\_\_  
12) I can be identified as a family member of a primary consumer and hereby grant permission to BABHA to identify me as such when asked to do so.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This release/waiver can be revoked at any time.

83 Bay Shore Drive  
Bay City, MI 48706

February 25, 2015

Bay County Board of Commissioners  
Mr. Ernie Krygier, Chairman  
515 Center Avenue, Suite 405  
Bay City, MI 48708

Dear Chairman Krygier and Bay County Board of Commissioners,

Please consider supporting my reappointment to the Bay Arenac Behavioral Health (BABH) Board of Directors. I have been serving the residents of Bay County for the last three year term, by helping to ensure persons with mental illness, substance use disorders, and/or developmental disabilities receive necessary supports to live the best quality of life possible.

As a board member, I serve as the Chairperson of the Recipient Rights Advisory Committee. I also participate in conferences sponsored by the Michigan Association of Community Mental Health Boards, in an effort to build my knowledge base of community mental health services and programs, and recently received my BoardWorks 2.0 certification.

BABH has successfully overcome many challenges during my term on the Board. The Michigan Department of Community Health (MDCH) mandated a significant reorganization of the Prepaid Inpatient Health Plans (PIHPs), reducing the PIHPs from 18 to 10 throughout the state. As a result BABH saw a substantial reduction in Medicaid funds. Simultaneously, the State legislature changed other funding sources for community mental health programs by implementing the Healthy MI insurance program and reducing the non-Medicaid appropriation. The total financial impact to BABH in my three years as a Board member has been an overall budget reduction of approximately \$5 million dollars.

My personal experience as a private business owner has assisted BABH in numerous ways of more efficient internal processes, checks and balances, as well as refining data in macro level reporting. My keen business perspective is a vital asset to the BABH Board during the critical financial time.

Please consider my request for reappointment and I thank you in advance for your attention to this matter.

Respectfully,



Patrick McFarland

# Bay County Board of Commissioners

## County of Bay Application for Appointment to Bay-Arenac Behavioral Health Authority (BABHA)

Name: PATRICK J. MCFARLAND  
Address: 83 BAY SHORE DR.  
Phone: 989-225-2961  
Email: PMCFARLAND@CHARTER.NET  
Occupation: RETIRED  
Employer: "

Are you a resident of Bay County: YES.

Please list your interests and qualifications for the BABHA Board:

RELATIVE IN THE DO-ALL SYSTEM

RECIPIENT RIGHTS

FISCAL POLICY AND PROCEDURES

List any other information you feel would be pertinent in assisting the County Board of Commissioners in their selection:

STRONG BUSINESS AND ORGANIZATION SKILLS

Date Submitted: 2/25/15



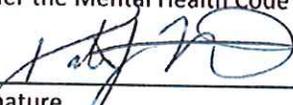
## Bay-Arenac Behavioral Health Authority (BABHA) Board Member Application Questionnaire

According to the Mental Health Code (1995, PA 290 MCL 330.1222) certain requirements and limitations are imposed on the composition of the community mental health board membership. Please respond to the following questions:

- | YES                                 | NO                                  |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 1) I am 18 years of age or older (must be 18+)   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 2) I am a county commissioner (limit of 4 commissioners)   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 3) I am a state, county or local public official (limit of 6 officials serving in an elected or appointed public office or employed more than 20 hours/week by an agency of federal, state, city or local government)  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 4) I live in Bay County (must have primary residence in Bay County)  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 5) I am employed by the Michigan Department of Community Health  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 6) I am employed by BABHA  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 7) I am a party to a contract with community mental health or administering or benefitting financially from a contract with BABHA  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 8) I serve in a policy-making position with an agency under contract with BABHA  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 9) I am/have been a primary consumer of mental health services. (primary consumer means an individual who has received or is receiving service from the Department of Community Health or a community mental health services program or services from the private sector equivalent to those offered by the Department of Community Health or community mental health services program. This means just about any mental health service you have ever received in your entire lifetime). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 10) I am/have been a family member of a primary consumer (Family member means parent, step-parent, spouse, sibling, child or grandparent of a primary consumer or an individual upon whom a primary consumer is dependent for at least 50% of his or her financial support. Same service and timeframe criteria as primary consumer).  |

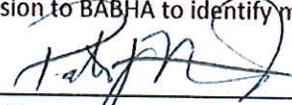
For items 9 and 10, 1/3 of the BABHA Board (4 members) must be primary consumers or family members and of that 1/3 at least 1/2 (2 members) shall be primary consumers.

- 11) I can be identified as a primary consumer and hereby grant permission to the BABHA Board to identify me as such when asked to do so. I waive only those rights under the Mental Health Code that are necessary to make this identification.

  
 \_\_\_\_\_  
 Signature Date 2/25/15

This release/waiver can be revoked at any time.

- 12) I can be identified as a family member of a primary consumer and hereby grant permission to BABHA to identify me as such when asked to do so.

  
 \_\_\_\_\_  
 Signature Date 2/25/15

This release/waiver can be revoked at any time.

February 25, 2015

Bay County Board of Commissioners  
Mr. Ernie Krygier, Chairman  
515 Center Avenue, Suite 405  
Bay City, MI 48708

Dear Chairman Krygier,

I am writing this letter to request the Bay County Board of Commissioners support my reappointment to the Bay Arenac Behavioral Health (BABH) Board of Directors. My responsibilities as a board member have allowed me to help fulfill the mission of BABH and preserve the community safety net including services in the County Jail, prevention and treatment services, emergency services, and collaborative efforts with schools, other government agencies, and the courts.

Over the last few years, BABH has faced numerous legislative challenges under health care reform such as initiatives to integrate physical and behavioral health care, implementation of the Autism Benefit, reorganization of the Prepaid Inpatient Health Plans (PIHPs) and a restructuring of the Substance Use Disorder Coordinating Agencies (CAs). The reorganization of the PIHPs and CAs alone resulted in BABH downsizing from a \$101 million organization to a \$40 million organization. My long standing knowledge of the Bay area community and the local responsibilities of community mental health agencies during time of rapid change make me an asset to the BABH Board.

In addition, as Governor Snyder has announced, there are plans to merge the Department of Community Mental Health and the Department of Human Services. This merger most likely will require BABH to experience more changes in the near future. My experience in local government, serving as a former Bay County Commissioner and volunteering on other community boards, will be of benefit to help BABH successfully maneuver through these upcoming challenges.

Please consider my request for reappointment. Thank you in advance for your time and consideration.

Sincerely,



William L. Powell  
5277 Crestway  
Bay City, MI 48706  
686-4626

# Bay County Board of Commissioners

## County of Bay Application for Appointment to Bay-Arenac Behavioral Health Authority (BABHA)

Name: William L. Powell

Address: 5277 Crestway Dr; Bay City, MI 48706

Phone: 989-686-4626

Email: \_\_\_\_\_

Occupation: Retired

Employer: \_\_\_\_\_

Are you a resident of Bay County: yes

Please list your interests and qualifications for the BABHA Board:

See attached letter to Chairman Kygier and board.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List any other information you feel would be pertinent in assisting the County Board of Commissioners in their selection:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Submitted: \_\_\_\_\_





## Deanne Berger

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**From:** postmaster@netsource-one.net  
**Sent:** Thursday, February 26, 2015 11:06 AM  
**To:** Deanne Berger  
**Subject:** Application for Appointment to BABHA

**Name:** Richard Chapman Jr.  
**Address:** 536 Dodson Ct.  
**CityStateZip:** Bay City, MI 48708  
**Home Phone:** 989-414-0415  
**Business Phone::** 989-684-9161  
**Occupation:** Dispatcher/Sales  
**Employer:** Sequin Lumber Co.  
**Resident?:** Yes  
**How Long?:** 44 yrs  
**Interests:** Bachelors of Science from C.M.U. Weighted in business Psychology. Major = I/O Psychology; Minor = Statistics.  
Member of Board of Trustees w/Trinity Evangelical Lutheran in Bay City.  
Hobbies = Golf, Bowling

**Other:**

**Email:** [sequinsrc@yahoo.com](mailto:sequinsrc@yahoo.com)

- 1): yes,I am 18 years of age or older (must be 18+)
- 2): no,I am a county commissioner (limit of 4 commissioners)
- 3): no,I am a state, county or lcal public official (limit of 6 officials serving in an elected or appointed public office or employed more than 20 hours/week by an agency of federal, state, city or local government)
- 4): yes,I live in Bay County (must have primary residence in Bay County)
- 5): no,I am employed by the Michigan Department of Community Health
- 6): no,I am employed by BABHA
- 7): no,I am a party to a contract with community mental health or administering or benefitting financially from a contract with BABHA
- 8): no,I serve in a policy-making position with an agency under contract with BABHA (If you checked yes to 5, 6, 7 or 8 you cannot be appointed to the BABHA Board)
- 9): no,I am/have been a primary consumer of mental health services. (primary consumer means an individual who has received or is receiving service from the Department of Community Health or a community mental health services program or services from the private sector equivalent to those offered by the Department of Community Health or community mental health services program. This means just about any mental health service you have ever received in your entire lifetime).

- 10): no, I am/have been a family member of a primary consumer (Family member means parent, step-parent, spouse, sibling, child or grandparent of a primary consumer or an individual upon whom a primary consumer is dependent for at least 50% of his or her financial support. Same service and timeframe criteria as primary consumer).
- 11): no,I can be identified as a primary consumer and hereby grant permission to the BABHA Board to identify me as such when asked to do so. I waive only those rights under the Mental Health Code that are necessary to make this identification.
- 12): no,I can be identified as a primary consumer and hereby grant permission to the BABHA Board to identify me as such when asked to do so. I waive only those rights under the Mental Health Code that are necessary to make this identification.

## Deanne Berger

---

**From:** postmaster@netsource-one.net  
**Sent:** Thursday, February 26, 2015 2:00 PM  
**To:** Deanne Berger  
**Subject:** Application for Appointment to BABHA

**Name:** Steven Locke

**Address:** 5691 Garfield Road

**CityStateZip:** Auburn, MI 48611

**Home Phone:** 989-295-0604

**Business Phone::** 989-835-4041

**Occupation:** Associate Director

**Employer:** Disability Network of Mid-Michigan

**Resident?:** Yes

**How Long?:** 18 Years

**Interests:** I was born and raised in mid-Michigan. I earned a bachelors degree from SVSU and graduated Summa Cum Laude in 1991 with a double minor in psychology and sociology. I have worked in the field of disability rights and advocacy for the past ten years. I was appointed by Governor Granholm to the Michigan Statewide Independent Living Council five years ago and was re-appointed by Governor Snyder in 2014 to a second term. I currently serve as the council's Vice Chair. I am a person with a hidden disability and have two siblings with disabilities. I'm currently employed as the Associate Director of Disability Network of Mid-Michigan, a consumer-controlled grass roots disability advocacy organization, and am well versed in all aspects of non-profit operations and financial management. Prior to that, I was the Deputy Director of a public housing authority for ten years.

**Other:** I am a passionate advocate for fully inclusive and accessible communities. I am deeply committed to the Independent Living Philosophy and support the rights of all individuals with disabilities to lead self-determined lives, make informed choices, pursue meaningful careers, and enjoy full inclusion and integration into mainstream American society.

**Email:** [locke@dnmm.org](mailto:locke@dnmm.org)

- 1): yes,I am 18 years of age or older (must be 18+)
- 2): no,I am a county commissioner (limit of 4 commissioners)
- 3): no,I am a state, county or lcal public official (limit of 6 officials serving in an elected or appointed public office or employed more than 20 hours/week by an agency of federal, state, city or local government)
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## Deanne Berger

---

**From:** postmaster@netsource-one.net  
**Sent:** Thursday, February 26, 2015 3:18 PM  
**To:** Deanne Berger  
**Subject:** Application for Appointment to BABHA

**Name:** Richard H Nelsen  
**Address:** 3316 Brentway  
**CityStateZip:** Bay City, MI 48706  
**Home Phone:** 989-684-1974  
**Business Phone::** 989-391-4343

**Occupation:** Certified Financial Planner  
**Employer:** Richard Nelsen Investments  
**Resident?:** Yes  
**How Long?:** 47

**Interests:** I have an interest in our community and the well being of Bay County. Involvement in some form of county service has intrigued me recently as this is an area I have had little involvement. I am not sure of exactly what qualifications are required for this position. I know that I possess the confidence in looking at the big picture of a program, able to make decisions, evaluate issues and work together with individuals to come to a common solution are strong traits I possess. I think I could make a valuable addition to this board and our community.

**Other:** I have been very involved in volunteering, serving in the Jaycees (President 1989-90), The Chamber of Commerce Board member (1991-1993), Bay City River Roar(President 2001-2005), Bay Area Soccer Association , Bay City Rotary Club(1986-2005), Bay City Lions Club (2007-Current), Bay City Downtown Development Authority(2001-2005).

**Email:** [richard.nelsen@ceterafs.com](mailto:richard.nelsen@ceterafs.com)

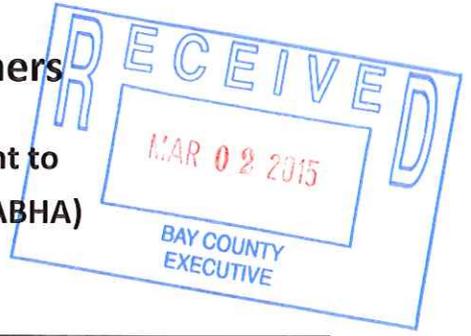
- 1): yes,I am 18 years of age or older (must be 18+)
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BABHA Board)

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- 12): no, I can be identified as a primary consumer and hereby grant permission to the BABHA Board to identify me as such when asked to do so. I waive only those rights under the Mental Health Code that are necessary to make this identification.

**Bay County Board of Commissioners**

**County of Bay Application for Appointment to  
Bay-Arenac Behavioral Health Authority (BABHA)**



Name: THOMAS M. DEWEY  
Address: 1608 WEBSTER ST. BAY CITY, MI. 48708  
Phone: 989-892-6529  
Email: thomasmdewey@chartermi.net  
Occupation: Retired  
Employer: Retired

Are you a resident of Bay County: Yes for 28 yrs.

Please list your interests and qualifications for the BABHA Board:

33 years employed in the mental health field  
25 years as a employee of BABH (retired for 3 years.)  
BA in Psy. & Soc. several credits in developmental Psy towards a Masters degree  
Currently a member of Bay Arenac Suicide Prevention Coalition

List any other information you feel would be pertinent in assisting the County Board of Commissioners in their selection:

I have provided services for individuals with disabilities over 1/2 my life. It is my hope to be able to continue doing so. Thank you for your consideration.

Date Submitted: 3-2-2015



**Bay-Arenac Behavioral Health Authority (BABHA)  
Board Member Application Questionnaire**

According to the Mental Health Code (1995, PA 290 MCL 330.1222) certain requirements and limitations are imposed on the composition of the community mental health board membership. Please respond to the following questions:

- | YES   | NO                                  |  |
|---|-------------------------------------|--|
| <input checked="" type="checkbox"/>   | <input type="checkbox"/>            | 1) I am 18 years of age or older (must be 18+)   |
| <input type="checkbox"/>  | <input checked="" type="checkbox"/> | 2) I am a county commissioner (limit of 4 commissioners)   |
| <input type="checkbox"/>  | <input checked="" type="checkbox"/> | 3) I am a state, county or local public official (limit of 6 officials serving in an elected or appointed public office or employed more than 20 hours/week by an agency of federal, state, city or local government)  |
| <input checked="" type="checkbox"/>   | <input type="checkbox"/>            | 4) I live in Bay County (must have primary residence in Bay County)  |
| <input type="checkbox"/>  | <input checked="" type="checkbox"/> | 5) I am employed by the Michigan Department of Community Health  |
| <input type="checkbox"/>  | <input checked="" type="checkbox"/> | 6) I am employed by BABHA  |
| <input type="checkbox"/>  | <input checked="" type="checkbox"/> | 7) I am a party to a contract with community mental health or administering or benefitting financially from a contract with BABHA  |
| <input type="checkbox"/>  | <input checked="" type="checkbox"/> | 8) I serve in a policy-making position with an agency under contract with BABHA  |
| (If you checked yes to 5, 6, 7 or 8 you cannot be appointed to the BABHA Board)   |                                     |  |
| <input type="checkbox"/>  | <input checked="" type="checkbox"/> | 9) I am/have been a primary consumer of mental health services. (primary consumer means an individual who has received or is receiving service from the Department of Community Health or a community mental health services program or services from the private sector equivalent to those offered by the Department of Community Health or community mental health services program. This means just about any mental health service you have ever received in your entire lifetime). |
| <input type="checkbox"/>  | <input checked="" type="checkbox"/> | 10) I am/have been a family member of a primary consumer (Family member means parent, step-parent, spouse, sibling, child or grandparent of a primary consumer or an individual upon whom a primary consumer is dependent for at least 50% of his or her financial support. Same service and timeframe criteria as primary consumer).  |
| For items 9 and 10, 1/3 of the BABHA Board (4 members) must be primary consumers or family members and of that 1/3 at least 1/2 (2 members) shall be primary consumers. |                                     |  |
| <input type="checkbox"/>  | <input checked="" type="checkbox"/> | 11) I can be identified as a primary consumer and hereby grant permission to the BABHA Board to identify me as such when asked to do so. I waive only those rights under the Mental Health Code that are necessary to make this identification.  |

Thomas M Dewey  
Signature

3-1-2015  
Date

This release/waiver can be revoked at any time.

- 12) I can be identified as a family member of a primary consumer and hereby grant permission to BABHA to identify me as such when asked to do so.

Thomas M Dewey  
Signature

3-1-2015  
Date

This release/waiver can be revoked at any time.

**Deanne Berger**

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**From:** postmaster@netsource-one.net  
**Sent:** Wednesday, March 04, 2015 12:47 AM  
**To:** Deanne Berger  
**Subject:** Application for Appointment to BABHA

**Name:** Jerry Allan Grove  
**Address:** 901 N. Linn St.  
**CityStateZip:** Bay City, MI 48706  
**Home Phone:** 9899929677  
**Business Phone::** N/A

**Occupation:** Philanthropist  
**Employer:** N/A  
**Resident?:** Yes  
**How Long?:** 33.75 years

**Interests:** I believe that I would make an excellent appointee to the BABHA. I am a life-long resident of Bay County. I graduated from Alma College in 2004; where I took over 20 credit hours in Psychology courses, including classes like Abnormal Psychology, Personality, Substance Use & Abuse, and Physiological Psychology.

**Other:** I fell like I truly understand the importance of Behavioral Health for the overall health of individuals and our community. Unfortunately Behavioral Health has been stigmatized and misunderstood for far too long and by too many people, but the fact is 1 in 5 American adults experience a mental health condition every year. I believe that much can be done to increase awareness and understanding.

**Email:** [jerrygrove@mail.com](mailto:jerrygrove@mail.com)

- 1): yes,I am 18 years of age or older (must be 18+)
- 2): no,I am a county commissioner (limit of 4 commissioners)
- 3): no,I am a state, county or lcal public official (limit of 6 officials serving in an elected or appointed public office or employed more than 20 hours/week by an agency of federal, state, city or local government)
- 4): yes,I live in Bay County (must have primary residence in Bay County)
- 5): no,I am employed by the Michigan Department of Community Health
- 6): no,I am employed by BABHA
- 7): no,I am a party to a contract with community mental health or administering or benefitting financially from a contract with BABHA
- 8): no,I serve in a policy-making position with an agency under contract with BABHA (If you checked yes to 5, 6, 7 or 8 you cannot be appointed to the BABHA Board)
- 9): yes,I am/have been a primary consumer of mental health services.

(primary consumer means an individual who has received or is receiving service from the Department of Community Health or a community mental health services program or services from the private sector equivalent to those offered by the Department of Community Health or community mental health services program. This means just about any mental health service you have ever received in your entire lifetime).

- 10): yes, I am/have been a family member of a primary consumer (Family member means parent, step-parent, spouse, sibling, child or grandparent of a primary consumer or an individual upon whom a primary consumer is dependent for at least 50% of his or her financial support. Same service and timeframe criteria as primary consumer).
- 11): yes,I can be identified as a primary consumer and hereby grant permission to the BABHA Board to identify me as such when asked to do so. I waive only those rights under the Mental Health Code that are necessary to make this identification.
- 12): yes,I can be identified as a primary consumer and hereby grant permission to the BABHA Board to identify me as such when asked to do so. I waive only those rights under the Mental Health Code that are necessary to make this identification.



**BEHAVIORAL HEALTH**

**Chief Executive Officer**  
Christopher Pinter

**Board of Directors**  
William L. Powell, Chairman  
Richard Byrne, Vice-Chairman  
James Anderson, Secretary  
Robert Pawlak, Treasurer  
Richard Gromaski  
Ernie Krygier  
Colleen Maillette  
Teresa Marta  
Patrick McFarland  
Thomas Ryder  
Thomas Starkweather  
Virginia Zygiel

**Board Administration**  
Behavioral Health Center  
201 Mulholland  
Bay City, MI 48708  
800-448-5498 Access Center  
989-895-2300 Business

Arenac Center  
PO Box 1188  
1000 W. Cedar  
Standish, MI 48658

North Bay  
1961 E. Parish Road  
Kawkawlin, MI 48631

William B. Cammin Clinic  
1010 N. Madison  
Bay City, MI 48708

Wirt Building  
909 Washington Ave.  
Bay City, MI 48708

March 4, 2015

Mr. Ernie Krygier, Chairman  
Bay County Board of Commissioners  
515 Center Avenue, Suite 405  
Bay City, MI 48708

Dear Chairman Krygier:

The Bay Arenac Behavioral Health Authority (BABH) Nominations Committee met on March 4, 2015 to review the applications received by the Office of the Bay County Board of Commissioners. Eight (8) applications were reviewed.

The applications were reviewed pursuant to the Mental Health Code, Public Act 258 of 1974, Section 222. There are two separate categories of eligibility for the applicants to qualify in order to ensure compliance regarding the composition of the BABH Board with the Mental Health Code, Section 222 (1). Attached please find a report for consideration by the Bay County Board of Commissioners.

One (1) applicant, Steve Locke, does not qualify under the Mental Health Code, Section 222 (4)(b), as the applicant's place of employment is a contracted provider with BABH and his job functions suggest that he administers the contract.

Thank you for your attention to this matter. The BABH Board will await notification of appointments by the Bay County Board of Commissioners.

Sincerely,

Colleen Maillette, Vice Chair  
BABH Nomination Committee



## NOMINATION COMMITTEE REPORT

March 4, 2015

### QUALIFYING APPLICANTS FOR MEMBERSHIP ON BABH BOARD OF DIRECTORS

#### BAY COUNTY COMMISSION TO APPOINT THREE (3) MEMBERS TOTAL

##### Category A – Appoint at least 1:

Jerry Grove  
Patrick McFarland  
William Powell

##### Category B – Appoint 1 or 2 depending on number appointed from Category A:

Richard Chapman, Jr.  
Thomas Dewey  
Jerry Grove  
Ernie Krygier  
Patrick McFarland  
Richard Nelsen  
William Powell

BAY COUNTY BOARD OF COMMISSIONERS

3/10/2015

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (3/3/15)

WHEREAS, The Sheriff Department has been a party to a contract with Swanson Services Corporation for commissary services since 2008; and

WHEREAS, Swanson has now merged with Trinity Services Group and the Sheriff is recommending seeking bids for the commissary services; and

WHEREAS, Funds have been budgeted for indigent provisions for 2015 and no additional funding is required; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners authorizes the bid process for commissary services at the Bay County Sheriff Department; Be It Further

RESOLVED That authorization is granted to enter into an agreement with the low qualified bidder for provision of commissary services at the Bay County Jail and the Chairman of the Board authorized to execute said agreement on behalf of Bay County following legal review/approval; Be It Further

RESOLVED That related budget adjustments, if required, are approved.

KIM COONAN, CHAIR AND COMMITTEE

Sheriff - Commissary Services

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

Table with 12 columns: COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E. Rows include Michael J. Duranczyk, Ernie Krygier, Vaughn J. Begick, Kim J. Coonan, Thomas M. Herek, Donald J. Tilley, and Michael E. Lutz.

VOTE TOTALS: ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_ VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_ AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

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**BAY COUNTY BOARD OF COMMISSIONERS**

**3/10/2015**

**RESOLUTION**

- BY: WAYS AND MEANS COMMITTEE (3/3/15)
- WHEREAS, An Agreement between the Michigan Department of Human Services (DHS) and the Bay County Prosecutor's Office has been submitted which covers a one (1) year period to provide legal services to DHS regarding abuse/neglect proceedings in Probate Court involving children; and
- WHEREAS, This Agreement covers part of an Assistant Prosecutor's wages directly related to the IV-E Agreement for legal services provided to DHS regarding abuse/neglect of children; and
- WHEREAS, The first Agreement with the Michigan Department of Human Services to provide legal services to DHS was approved in 2011, with 3 Amendments following, expiring June 30, 2014; and
- WHEREAS, The projected one year revenue under this Agreement is \$100,462.50 and the County match is \$100,462.50; Therefore, Be It
- RESOLVED That the Bay County Board of Commissioners approves the Agreement between the Michigan Department of Human Services (DHS) and Bay County (Prosecutor's Office) for the period 10/1/2014 through 9/30/2015 and the Chairman of the Board is authorized to execute said Agreement on behalf of Bay County following legal review/approval; Be It Further
- RESOLVED That the grant applicant/recipient departments are required to work with the Finance Department whose staff will provide financial oversight of said grant; Be It Further
- RESOLVED That it is clearly understood that if these grant funds are terminated, any position(s) funded by this grant shall be terminated and will be not absorbed by the County; Be It Finally
- RESOLVED That related required budget adjustments are approved.

KIM COONAN, CHAIR  
AND COMMITTEE

Prosecutor - PROFC14-09001 - DHS

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

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BAY COUNTY BOARD OF COMMISSIONERS

3/10/2015

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (3/3/15)
WHEREAS, The Bay County Prosecutor's Office has been the recipient of a Crime Victim Rights Grant since 1985; and
WHEREAS, The original grant provided funding for a full time Crime Victim Advocate and, in 1994, that funding was increased to provide for two full time Crime Victim Advocates; and
WHEREAS, The Bay County Prosecutor again wishes to make application for Crime Victim Rights Grant funds in the amount of \$48,238 (same allocation as 2014) which covers the salaries, wages and benefits (not retirement) of two full time Crime Victim Advocates; Therefore, Be It
RESOLVED That the Bay County Board of Commissioners authorizes the Bay County Prosecutor to make application for the 2015-2016 Crime Victim Rights Grant; Be It Further
RESOLVED That the Chairman of the Board is authorized to execute, and submit electronically (if required), the grant application documents on behalf of Bay County following legal review/approval; Be It Further
RESOLVED That the grant applicant/recipient departments are required to work with the Finance Department whose staff will provide financial oversight of said grant; Be It Further
RESOLVED That it is clearly understood that if these grant funds are terminated, any position(s) funded by this grant shall be terminated and will be not absorbed by the County.

KIM COONAN, CHAIR
AND COMMITTEE

Prosecutor - 2015-2016 Crime Victim Rights Grant
MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

Table with 12 columns: COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E. Rows include Michael J. Duranczyk, Kim J. Coonan, Michael E. Lutz, Ernie Krygier, Thomas M. Herek, Vaughn J. Begick, and Donald J. Tilley.

VOTE TOTALS:
ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_
VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_
AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

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**BAY COUNTY BOARD OF COMMISSIONERS**

3/10/2015

**RESOLUTION**

BY: WAYS AND MEANS COMMITTEE (3/3/15)

WHEREAS, Since 2000, the Bay County Prosecutor, with Board approval, received Federal Victims of Crime Act (VOCA) Grant funding to enhance the services to domestic violence and child sexual assault victims; and

WHEREAS, An additional victim advocate was hired and is paid for entirely by the VOCA grant; and

WHEREAS, The VOCA grant is an 80%/20% grant and the County's 20% match (\$15,500) is covered by the Victim Rights Coordinator's time dedicated to the VOCA grant and funding from the County to pay for part of the employee's health; and

WHEREAS, The Prosecutor again wishes to apply for VOCA grant funding in the amount of \$62,500 for the 2015-2016 grant cycle to continue services to domestic violence and child sexual abuse victims; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners approves the Prosecutor's Victims of Crime Act (VOCA) grant application in the amount of \$62,500 for the 2015-2016 grant period; Be It Further

RESOLVED That the Chairman of the Board is authorized to execute, and submit electronically (if required), the grant application documents on behalf of Bay County following legal review/approval; Be It Further

RESOLVED That it is understood that if grant funding for the Victim Advocate position(s) under the VOCA grant is terminated, Bay County shall not be responsible to fund the position or pick up any costs associated with this position; Be It Finally

RESOLVED That the grant applicant/recipient departments are required to work with the Finance Department whose staff will provide financial oversight of said grant.

KIM COONAN, CHAIR  
AND COMMITTEE

Pros-VOCA-2015-16

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

**BAY COUNTY BOARD OF COMMISSIONERS**

**3/10/2015**

**RESOLUTION**

BY: WAYS AND MEANS COMMITTEE (3/3/15)  
 WHEREAS, Employees pay 15% of actual claims costs of the health care coverage and claims and the rates they pay are 15% of the total cost of health care for the calendar year. Therefore, the rates that will be effective on July 1, 2015 will be for the period January 1, 2014 through December 31, 2014. The total cost of health care will include the cost of the Wellness Center that began on January 1, 2014; and  
 WHEREAS, The total cost of health care is anticipated to be about \$5 million for 2014, although the books are not yet closed for that period. It is also anticipated that the cost of the wellness center will be about 8% or so of the \$5M. Therefore, the employees' share of that portion of the health care costs for the Wellness Center will be about \$60,000 or so; and  
 WHEREAS, A series of initiatives, such as MedTipster, switching pharmacy vendors from BCBS, lower than expected medical inflation, higher premiums and co-pays, wellness efforts, and a number of initiatives aimed at increasing the use of generic drugs over name brands in order to keep health care costs in line have been undertaken; and  
 WHEREAS, County Administration wishes to incentivize even greater participation in the Wellness Center going forward, because then it will be totally free to employees – no office visit payment, no prescription costs for generic drugs and no 15% contribution. As evidenced by reports, participation has been much stronger than the predicted 25% in 2014 and so far in 2015. However, the greater the volume of employees and their families that go through the Wellness Center, the better. Because the Wellness Center follows the Patient Medical Home process, employees are more fully connected to their health issues. Additionally, by absorbing this cost for the first two years of operation, it removes the criticism that it causes employees' health care costs go up or that it keeps it from going down; and  
 WHEREAS, In the long run greater use of the Wellness Center will reduce the costs of chronic and catastrophic illness, as well as reduce the County's overall claim costs to BCBS; and  
 WHEREAS, The Wellness Center is not a negotiated item in the County's collective bargaining agreements, so this action creates no precedent; and  
 WHEREAS, This recommendation will have no effect on the General Fund, as no transfers to the self-insurance fund will be required. The self-insurance fund may or may not be impacted by this, although the effect on that fund will probably be minimal. Given the size of the fund, it should not materially affect the fund over the two year "amnesty" period; Therefore, Be It  
 RESOLVED That the Bay County Board of Commissioners waives the provision that employees covered by health insurance contribute 15% toward the Wellness Center during the two-year period from 1-1-2014 through 12-31-2015.

KIM COONAN, CHAIR  
 AND BOARD

Personnel - Health Care Cost Allocation from Self Insurance Fund

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM.

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:  
 ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
 VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
 AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

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BAY COUNTY BOARD OF COMMISSIONERS

3/10/2015

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (3/3/15 )
WHEREAS, In 2012, the Bay County Health Department, in partnership with McLaren Bay Region, Bay Health Plan, and Bay Arenac Behavioral Health, completed a Comprehensive Community Health Assessment (CHA) from which a Community Health Improvement Plan (CHIP) was created and implemented; and
WHEREAS, It is necessary to update the research that was completed in the first community health assessment and to be in compliance with the Affordable Care Act that mandates community assessment every three years; and
WHEREAS, No General funds will be utilized and there is no financial cost to the Health Department as all costs associated for the project are included in the grants; and
WHEREAS, The Health Department plans to seek collaborative funding from the Bay Area Community Foundation, McLaren Bay Region, Bay Health Plan and other community-based partners; Therefore, Be It
RESOLVED That the Bay County Board of Commissioners authorizes the Bay County Health Department to seek funding from community-based partners; Be It Further
RESOLVED That the Chairman of the Board is authorized to execute the grant application documents only on behalf of Bay County following Finance Department and legal review/approval with all grant award documents to be brought back to the Ways and Means Committee for review; Be It Further
RESOLVED That the grant applicant/recipient departments are required to work with the Finance Department whose staff will provide financial oversight of said grant; Be It Further
RESOLVED That it is clearly understood that if these grant funds are terminated, any position(s) funded by this grant shall be terminated and will be not absorbed by the County.

KIM COONAN, CHAIR
AND COMMITTEE

Health Dept - Community Health Assessment Grants
MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

Table with 12 columns: COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E. Rows include Michael J. Duranczyk, Ernie Krygier, Vaughn J. Begick, Kim J. Coonan, Thomas M. Herek, and Donald J. Tilley.

VOTE TOTALS:
ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_
VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_
AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

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**BAY COUNTY BOARD OF COMMISSIONERS**

**3/10/2015**

**RESOLUTION**

BY: WAYS AND MEANS COMMITTEE (3/3/15)  
 WHEREAS, On October 14, 2014 (Res. No. 2014-198) the Bay County Board of Commissioners approved the Bay County GIS Program to move forward with securing digital orthophotography in the spring of 2015; and  
 WHEREAS, Funding partners have expressed a desire to add a LiDAR flight to the project; and  
 WHEREAS, LiDAR, which stands for Light Detection and Ranging and describes the instrumentation method used to collect the data, is a form of radar that utilizes a pulsed laser to measure elevations. The laser pulses combined with GPS coordinates can generate accurate 3D data about the Earth's surface; and  
 WHEREAS, The data should have a shelf life of as much as 20 years and would not require an update in five (5) years like the orthophotography; and  
 WHEREAS, LiDAR data can be used to support drain district mapping, road engineering, 3D modeling, site development, coastal zone management and flood plan mapping; and  
 WHEREAS, It is the intent of the Bay County GIS program to acquire new digital orthophotography (aerial photography) and LiDAR in the spring of 2015. Collecting both sets of these data through use of a single, already approved contractor, will result in significant cost savings as opposed to collecting the data separately; and  
 WHEREAS, The proposed project cost estimates are anticipated to be \$57,000 and the Board's Financial Analyst has been actively involved in this project; Therefore, Be It  
 RESOLVED That the Bay County Board of Commissioners hereby accepts and approves moving forward on securing LiDAR with the Digital Orthophotography project; Be It Further  
 RESOLVED That the Chairman of the Board is authorized to execute all required documents on behalf of Bay County following legal review/approval; Be It Further  
 RESOLVED That related required budget adjustments are approved.

KIM COONAN, CHAIR  
 AND COMMITTEE

GIS - 2015 Orthophotography Project - Addition of LiDAR  
 MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
 VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
 AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

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BAY COUNTY BOARD OF COMMISSIONERS

3/10/2015

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (3/3/15)

RESOLVED That the Bay County Board of Commissioners hereby approves the claims against the County as follows:

ACCOUNTS PAYABLE:

2/11/15	\$ 172,040.40
2/11/15	\$ 446,716.81
2/19/15	\$ 622,045.34
2/25/15	\$ 446,028.67
3/04/15*	\$ 552,718.02*

HOUSING (Center Ridge Arms):

1/29/15	\$ 48,851.98
3/02/15*	\$ 48,256.04*

\*Received after Ways and Means Committee consideration.

KIM COONAN, CHAIR  
AND COMMITTEE

Payables-March

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

**BAY COUNTY BOARD OF COMMISSIONERS**

**3/10/2015**

**RESOLUTION**

BY: WAYS AND MEANS COMMITTEE 03/03/2015

RESOLVED: By this Board of Commissioners of Bay County, Michigan, that the following Budget Adjustments are hereby approved on 03/10/2015 and, if required, the Chairman of the Board is hereby authorized to execute any documentation necessary for said Budget Adjustments on behalf of Bay County:

Journal Request Number	Fund Involved Department Involved	Favorable Impact	Unfavorable Impact	No Impact
2015-03-002	GENERAL FUND BOARD OF COMMISSIONERS GEOGRAPHIC INFORMATION SYSTEMS Total GENERAL FUND		\$42,750	

INCREASE THE GIS BUDGET 42,750 FOR THE AERIAL PHOTOGRAPHY PROJECT. CURRENTLY THE 2015 GIS BUDGET HAS 50,000 BUDGETED FOR THE AERIAL PHOTOGRAPHY PROJECT. THE BASIC AERIAL FLY OVER COST IS 35,750 PLUS 57,000 FOR THE NEW LIDAR DATA ENHANCED AERIAL PHOTOGRAPHY SO THE GRAND TOTAL EQUALS 92,750. NOTE, THIS IS A ONE TIME CHARGE FOR THE LIDAR ENHANCEMENT. GENERAL FUND WILL BE USED TO FUND THIS PROJECT SINCE BAY COUNTY'S GIS DEPARTMENT IS GOING TO CHARGE FOR ACCESS TO THIS LIDAR DATA ENHANCED PHOTOGRAPHY. FURTHERMORE GENERAL FUND, FUND BALANCE HAS 31,838.25 IN AERIAL PHOTOGRAPHY RESERVE MONEY SET ASIDE FROM PRIOR YEARS IN GENERAL FUND BALANCE.

Kim Coonan, Chairman W. & M. and Committee

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:  
 ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
 VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
 AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

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**BAY COUNTY BOARD OF COMMISSIONERS**

**3/10/2015**

**RESOLUTION**

**BY: PERSONNEL/HUMAN SERVICES COMMITTEE (2/17/15)**  
**WHEREAS,** The recent measles outbreak in the United States and in Michigan and the subsequent risk that unvaccinated children and adults face is disconcerting on a number of levels. The first is obvious: Parents who do not vaccinate their children expose them to the risk of serious illness and even death in some cases; second, unvaccinated persons may act as carriers of preventable, communicable disease to those persons whose immune systems may be weakened or already compromised—often infants who cannot receive vaccination, persons with serious and/or chronic diseases such as cancers, HIV, etc. as well as the elderly; and  
**WHEREAS,** Bay County is tied for third amongst the highest immunization rates for children ages 0-3 in the State of Michigan and has the lowest rate of waivers amongst all counties in the state. As a result, Bay County has yet to suffer from the severe outbreaks of vaccine preventable diseases as is occurring through the United States and Michigan; and  
**WHEREAS,** The Bay County Health Department, through its dedicated immunization staff, works closely with local medical providers and all public and parochial schools and child care centers to ensure that parents meet the required benchmarks for immunization; and  
**WHEREAS,** Bay County is not an isolated community - its residents visit and are visited from residents of other counties and other locales in Michigan and the United States; and  
**WHEREAS,** Michigan has one of the highest waiver rates in the country. Some counties have waiver rates of up to one-fifth of all students. Some individual school buildings in the state have higher rates; and  
**WHEREAS,** The State of Michigan recently changed the rules for obtaining a non-medical waiver for immunizations. Now, if some parent states that they have philosophical objections to vaccination, they are to be educated--to the necessity of vaccination, to its efficacy and to dispel any myths or misinterpretations by the parent and finally to its potential effect upon the community in which they reside before a certified waiver is allowed; and  
**WHEREAS,** This is a positive step, but more can be done. Michigan is one of nineteen states that allow parents to obtain waivers from vaccines simply on philosophical terms. A good deal of philosophical objection to vaccine is based upon faulty interpretation of the science and research behind each of the vaccines; and  
**WHEREAS,** There are no financial barriers to vaccinating a child from preventable diseases as all children are able to be immunized, regardless of insurance coverage or the ability to pay; and  
**WHEREAS,** There are implications of dealing with vaccine preventable diseases--a community can easily spend tens and sometimes hundreds of thousands of dollars doing mandatory investigations and tracking during a major outbreak--not readily apparent to the average person; and  
**WHEREAS,** As recent events demonstrate, the decision not to vaccinate can have deadly consequences; Therefore, Be It  
**RESOLVED** That the Bay County Board of Commissioners goes on record urging our state legislators to consider requiring vaccinations in all school children unless there is a legitimate medical waiver.

**MICHAEL E. LUTZ, CHAIR  
 AND COMMITTEE**

**MEASLES VACCINATION**

**Sponsored by Commissioner Michael J. Duranczyk**

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

**VOTE TOTALS:**

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
 VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
 AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

**BAY COUNTY BOARD OF COMMISSIONERS  
3/10/2015  
RESOLUTION**

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (2/17/15)

RESOLVED By the Bay County Board of Commissioners that concurrence is given to post/advertise/fill the following full time/part time/temporary/seasonal or co-op positions/vacancies/new positions, monies for said positions to come from the respective departmental budgets:

1. Juvenile Home - Youth Development Workers (2) - part time, \$14.18/hr. entry.
2. Recreation and Facilities - Seasonal Staff as follows:

**Community Center Pool Staff**

**Approx. Start Date: 6/02/15 thru 8/31/15**

**Position:**

**Hourly Wage:**

Pool Supervisor (1)	\$11.75/hr
Pool Asst. Supervisor (1)	\$10.25/hr
Water Safety Instructor (1+)	\$ 8.65/hr (entry level), \$9.15/hr (1 yr level)
Lifeguard (9+)	\$ 8.25/hr (entry level), \$8.65/hr (1 yr level)
Cashier (2+)	\$ 8.15/hr

**Community Center-Summer Recreation**

**Approx. Start Date: 6/02/15 thru 8/31/15**

**Position:**

**Hourly Wage:**

Supervisor (2)	\$11.75/hr
Counselor (13+)	\$ 8.15/hr (entry level) \$8.65/hr (1 yr level)

**Golf Course-Clubhouse**

**Approx. Start Date: 4/01/15 thru 11/01/15**

**Position:**

**Hourly Wage:**

Clubhouse Leader (1)	\$11.00/hr
Clubhouse Attendant (4+)	\$ 8.15/hr
Service Assistant, Team Leader (1)	\$ 8.75/hr
Service Assistants (4+)	\$ 8.15/hr

**Golf Course-Starters/Rangers**

**Approximate Start Date: 4/01/15 thru 11/01/15**

**Position:**

**Hourly Wage:**

Starter/Ranger Team Leader (1)	\$ 8.75/hr
Starter/Ranger (6+)	\$ 8.15/hr

**Golf Course-Grounds Maintenance**

**Approximate Start Date: 4/01/15 thru 11/01/15**

**Position:**

**Hourly Wage:**

Equipment Operator, Team Leader (1)	\$ 9.75/hr
Equipment Operator (6+)	\$ 8.75/hr
General Laborer, Team Leader (1)	\$ 8.75/hr
General Laborer (2+)	\$ 8.15/hr

BAY COUNTY BOARD OF COMMISSIONERS

3/10/2015

RESOLUTION

Pinconning Park Rangers

Approximate Start Date: 5/01/15 thru Mid-September

Position:

Hourly Wage:

Seasonal Park Ranger Leader (1)  
Seasonal Rangers (2+)

\$ 9.25/hr  
\$ 8.15/hr (entry level) \$8.50/hr (1 yr level)

Seasonal Recreation/Maintenance

Approximate Start Date: 5/01/15 thru Mid-October

Position:

Hourly Wage:

Seasonal Recreation Workers/Full-time (2+)  
Seasonal Recreation Workers/Part-time (1+)

\$ 8.75/hr  
\$ 8.75/hr

*Note: The number of positions for various seasonal staff is approximate but the total appropriation will not be exceeded.*

Seasonal Property Maintenance  
(Paid for by County Treasurer Dept.)

Approximate Start Date: 4/15/15 thru 10/15/15

Position:

Hourly Wage:

Seasonal Foreclosed Homes Worker/Full-time (2+) \$ 8.75/hr

*Note: The number of positions is approximate but the total appropriation will not be exceeded. The number of hours/hires will be dependent on the number of houses foreclosed.*

- RESOLVED That budget adjustments, if required, are approved; Be It Further
- RESOLVED That due to the Affordable Health Care Act rules and regulations regarding summer employment, the Personnel Director is authorized to hire seasonal help as needed without exceeding the budgeted appropriations;
- RESOLVED That it is clearly understood that any positions funded through a grant shall be terminated or hours reduced if grant funding is terminated or reduced.

MICHAEL E. LUTZ, CHAIR  
AND COMMITTEE

Vacancies - March  
MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:  
ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

BAY COUNTY BOARD OF COMMISSIONERS

3/10/2015

RESOLUTION

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (2/17/15)

WHEREAS, As part of the current agreement with Saginaw Valley State University to provide care through the newly created University Clinic, the grant agreement with SVSU provides funding to cover the services of the Medical Director for medical oversight and guidance in addition to the duties he performs as is currently contracted with the Bay County Health Department; and

WHEREAS, Funds for the Medical Director's additional services are already budgeted to the Health Department this current fiscal year for a total of \$6,032 and amounts to a total of \$18,792 for a period from March 2015 through June 30, 2017, as per the grant; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners approves the Amendment to the Agreement with Dr. Kirk Herrick, DO, for medical oversight and guidance as Medical Director to the University Clinic; Be It Further

RESOLVED That the Chairman of the Board is authorized to execute said Agreement on behalf of Bay County (Health Department) subject to legal review/approval; Be It Finally

RESOLVED That related budget adjustments, if required, are approved.

MICHAEL E. LUTZ, CHAIR AND COMMITTEE

Health Dept - Medical Director Services for SVSU - University Clinic

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

Table with 12 columns: COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E. Rows include Michael J. Duranczyk, Ernie Krygier, Vaughn J. Begick, Kim J. Coonan, Thomas M. Herek, and Donald J. Tilley.

VOTE TOTALS: ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_ VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_ AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

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BAY COUNTY BOARD OF COMMISSIONERS

3/10/2015

RESOLUTION

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (2/17/15)

WHEREAS, The Building Healthy Communities grant approved by the Board in September (2014-147) has been awarded to the Health Department and provides funding to cover the services of an evaluator; and

WHEREAS, Dr. Meghan Baruth from Saginaw Valley State University has been identified as an evaluator who will provide said services and the Health Department wishes to enter into an agreement with SVSU for these services; and

WHEREAS, Funds for evaluation services are already budgeted to the Health Department this current fiscal year for a total of \$5,000; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners approves the Agreement with Saginaw Valley State University (SVSU) for evaluator services to be provided by Dr. Meghan Baruth; Be It Further

RESOLVED That the Chairman of the Board is authorized to execute said Agreement on behalf of Bay County (Health Department) subject to legal review/approval; Be It Finally

RESOLVED That related budget adjustments, if required, are approved.

MICHAEL E. LUTZ, CHAIR AND COMMITTEE

Health Dept - Agreement with SVSU - Dr Meghan Baruth

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

Table with 12 columns: COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E. Rows include Michael J. Duranczyk, Ernie Krygier, Vaughn J. Begick, Kim J. Coonan, Thomas M. Herek, and Donald J. Tilley.

VOTE TOTALS: ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_ VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_ AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

**BAY COUNTY BOARD OF COMMISSIONERS**

**3/10/2015**

**RESOLUTION**

BY: BAY COUNTY BOARD OF COMMISSIONERS (3/10/15)

RESOLVED By the Bay County Board of Commissioners that the following report is received:

- 1. Employment Status Report - February 2015

ERNIE KRYGIER, CHAIR  
AND BOARD

County Executive - Status Reports

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_

AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

**CHANGES IN EMPLOYMENT STATUS  
February, 2015**

<u>EMPLOYEE NAME</u>	<u>DEPARTMENT</u>	<u>DATE</u>
<b><u>NEW HIRES (Regular):</u></b>		
Evan Griffiths Deputy Court Clerk	District Court General fund	2/11/2015
Larry Sullivan On-call Driver	Division on Aging Aging funds	2/11/2015
Shanice Brown P.T. Youth Development Worker	Juvenile Home Juvenile Funds	2/24/2015
Daniel Jackson P.T. Youth Development Worker	Juvenile Home Juvenile Funds	2/24/2015
<b><u>TRANSFERS:</u></b>		
Kristin Martin TO: Deputy Court Clerk II FROM: Deputy Court Clerk I	District Court District Court	2/09/2015
Shannon Clifford TO: Supervisor 2/Temp FROM: Dispatcher	Central Dispatch Central Dispatch	2/13/2015
Corinna Priest TO: Supervisor 2/Temp FROM: Dispatcher	Central Dispatch Central Dispatch	2/13/2015
<b><u>SEPARATIONS (Regular):</u></b>		
Daniel Reynolds Dispatcher	Central Dispatch	2/23/2015
<b><u>RETIREMENTS:</u></b>		
Tom VanParis Supervisor	Mosquito Control	2/07/2015
Stephanie McMurphy Chief Assignment Clerk	District Court	2/10/2015

Personnel Department  
March 3, 2015

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BAY COUNTY BOARD OF COMMISSIONERS

3/10/2015

RESOLUTION

BY: COMMISSIONER VAUGHN J. BEGICK, 3rd District
WHEREAS, Bay County is part of the Mid-Michigan Community Action Agency (MMCAA) region and has representation on their Board of Directors; and
WHEREAS, Bay County residents, who are in need, receive assistance from MMCAA fund raising efforts, such as the annual Walk for Warmth, to help them with emergency home heating needs; and
WHEREAS, The annual Walk for Warmth will be held on Saturday, March 21, 2015 at The Midland Center for the Arts, 1801 West Andrew Street, Midland, MI 48640, with registration at 9:00 a.m. and the Walk beginning at 10:00 a.m.; Therefore, Be It
RESOLVED That the Bay County Board of Commissioners supports the activities of the Mid-Michigan Community Action Agency and encourages residents to take part in the Walk for Warmth by participating in the Walk or making pledges for those walking; Be It Further
RESOLVED That pledges can be made in person at the MMCAA Office in Bay City located at 111 Washington Avenue or by phone at (989) 894-9060 or through the MMCAA website - www.mmcaa.org.

VAUGHN J. BEGICK, 3RD DISTRICT COUNTY COMMISSIONER and MID-MICHIGAN COMMUNITY ACTION AGENCY BOARD MEMBER

Commissioner Begick - MMCAA 2015 Walk for Warmth

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

Table with 12 columns: COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E. Rows include Michael J. Duranczyk, Kim J. Coonan, Michael E. Lutz, Ernie Krygier, Thomas M. Herek, Vaughn J. Begick, and Donald J. Tilley.

VOTE TOTALS:
ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_
VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_
AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

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**BAY COUNTY BOARD OF COMMISSIONERS**

**FEBRUARY 10, 2015**

THE BAY COUNTY BOARD OF COMMISSIONERS MET FOR A REGULAR SESSION ON TUESDAY, FEBRUARY 10, 2015, IN THE FOURTH FLOOR COMMISSION CHAMBERS OF THE BAY COUNTY BUILDING. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN ERNIE KRYGIER AT 4:02 P.M. WITH THE FOLLOWING MEMBERS AND GUESTS PRESENT.

ROLL CALL: COMMISSIONERS MICHAEL DURANCZYK, VAUGHN BEGICK, KIM COONAN, THOMAS HEREK, DONALD J. TILLEY, MICHAEL LUTZ AND CHAIRMAN ERNIE KRYGIER

OTHER MEMBERS: CYNTHIA A. LUCZAK, BAY COUNTY CLERK  
SHEILA E. SHAW, SECRETARY TO THE COUNTY CLERK  
ROBERT J. REDMOND, FINANCIAL ANALYST  
DEANNE C. BERGER, BOARD COORDINATOR

ALSO PRESENT: DEBBIE RUSSELL, ADMINISTRATIVE SERVICES DIRECTOR  
TIM QUINN, PERSONNEL DIRECTOR  
CRYSTAL HEBERT, FINANCE OFFICER  
AMBER DAVIS-JOHNSON, CORPORATION COUNSEL  
JUDGE KAREN TIGHE, PROBATE COURT  
TIM MCCLOREY, MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY  
ANNETTE RUMMEL, GREAT LAKES CONVENTION & VISITORS BUREAU REP.  
JON MORSE, BUILDING AND GROUNDS DIRECTOR  
VARIOUS ELECTED OFFICIALS  
VARIOUS DEPARTMENT HEADS  
NEWS MEDIA

INVOCATION: THE INVOCATION WAS GIVEN BY THE BAY COUNTY CLERK, CYNTHIA A. LUCZAK.

PLEDGE OF ALLEGIANCE:

**MINUTES**

MOTION 15: COMM. DURANCZYK MOVED TO APPROVE THE REGULAR BOARD MINUTES OF JANUARY 13, 2015. IT WAS SUPPORTED BY COMM. LUTZ AND PASSED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

**CITIZENS INPUT**

THERE WAS NO CITIZEN INPUT.

**PETITIONS AND COMMUNICATIONS  
REPORTS/RESOLUTIONS OF COMMITTEES**

TIM MCCLOREY: TIM MCCLOREY, RISK MANAGER FOR MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY PRESENTED A CHECK TO BAY COUNTY FOR DISTRIBUTION OF EXCESS NET ASSETS WHICH CHAIRMAN KRYGIER ACCEPTED GRACIOUSLY. MR. MCCLOREY SAID IT IS THEIR WAY OF GIVING MONEY BACK TO ITS RENEWING MEMBERS AND SINCE 2006, NEARLY \$150,000,000.00 HAS BEEN DISTRIBUTED BACK TO MEMBERS.

MOTION 16: COMM. TILLEY MOVED TO RECEIVE THE CHECK IN THE AMOUNT OF \$168,135.00 FROM MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY (MMRMA) RISK MANAGER, TIM MCCLOREY, FOR DISTRIBUTION OF EXCESS NET ASSETS TO MEMBERS UNDER THE RISK AVOIDANCE PROGRAM IN PLACE SINCE 2006. IT WAS SUPPORTED BY COMM. DURANCZYK AND CARRIED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

CHAIRMAN KRYGIER PRESENTED JUDGE KAREN A. TIGHE, PROBATE JUDGE, WITH A PLAQUE IN HONOR OF HER EXEMPLARY SERVICE TO BAY COUNTY UPON HER RETIREMENT AS OF FEBRUARY 20, 2015 AND ASKED THE COUNTY CLERK, CYNTHIA A. LUCZAK, TO READ RES. 2015-20.

JUDGE TIGHE: JUDGE TIGHE ACCEPTED THE PLAQUE AND THANKED THE COUNTY EXECUTIVE; CORPORATION COUNSEL; ADMINISTRATION AND THE BOARD OF COMMISSIONERS FOR THE GOOD WORKING RELATIONSHIP SHE HAD OVER THE YEARS WITH THEM. JUDGE TIGHE COMMENDED THE BOARD AND ADMINISTRATION FOR ESTABLISHING THE PUBLIC GUARDIAN PROGRAM FOR THE ADULT VULNERABLE POPULATION WHO HAD NO FAMILY OR ANYONE TO ASSIST THEM. JUDGE TIGHE REMINISCED, THE BOARD OF COMMISSIONERS CHAMBERS WAS WHERE SHE TRIED HER FIRST COURT CASE, PERFORMED WEDDING CEREMONIES, AND HELD HEARINGS AS A MEMBER OF THE ELECTION COMMISSION.

RES. 2015-20: COMM. TILLEY MOVED TO ADOPT RES. 2015-20 HONORING KAREN A. TIGHE, RETIRING PROBATE JUDGE, FOR HER OUTSTANDING JUDICIAL CAREER AND FOR HER DEDICATION TO BAY COUNTY AND

TO EXTEND BEST WISHES FOR A LONG, HEALTHY AND WELL-DESERVED RETIREMENT. IT WAS SUPPORTED BY COMM. COONAN AND ADOPTED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

A. RUMMEL: ANNETTE RUMMEL, REPRESENTATIVE OF THE GREAT LAKES BAY REGIONAL CONVENTION & VISITORS BUREAU, GAVE A BRIEF PRESENTATION. MS. RUMMEL SAID THEIR ANNUAL 2015 MEETING IS, FRIDAY, MARCH 20, 2015 AT THE BIRCH RUN EXPO CENTER, 11600 N. BEYER ROAD, BIRCH RUN, MI 48415 AND INVITED EVERYONE TO ATTEND. SHE DISTRIBUTED A HANDOUT OF THE GREAT LAKES BAY REGIONAL CONVENTION & VISITORS BUREAU FINANCIAL STATEMENTS FOR DECEMBER 31, 2013 OF WHICH SHE DISCUSSED THE FOLLOWING: THE AUDITOR'S REPORT; FINANCIAL STATEMENTS; ACTIVITIES STATEMENTS; CASH FLOW STATEMENTS AND OPERATING EXPENSES. MS. RUMMEL SAID ADVERTISING FOR THE GREAT LAKES BAY REGION IS AT NO COST, HOWEVER, YOU MUST BECOME A MEMBER OF THE BAY AREA CHAMBER OF COMMERCE. THE CHAMBER OF COMMERCE, VISITORS BUREAU AND BAY FUTURES ARE ALL FOCUSED ON ONE PURPOSE, TO ATTRACT OVER NIGHT VISITORS IN THE BAY REGION. MS. RUMMEL IS AN ADVOCATE FOR CLEANING UP THE BEACH ACCESS AND SAID BAY COUNTY IS LOSING MONEY IF THIS IS NOT ACCOMPLISHED.

MOTION 17: COMM. LUTZ MOVED TO RECEIVE THE GREAT LAKES BAY REGIONAL CONVENTION AND VISITORS BUREAU UPDATE AS PRESENTED BY REPRESENTATIVE, ANNETTE RUMMEL. IT WAS SUPPORTED BY COMM. COONAN AND PASSED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

MOTION 18: COMM. COONAN MOVED TO RECEIVE THE LETTER DATED JANUARY 21, 2015 FROM THE CITY OF BAY CITY REGARDING APPLICATION FOR INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE FROM BLADAUF ENTERPRISES DBA KERKAU MANUFACTURING, BAY CITY, MICHIGAN FOR PROPERTY LOCATED AT 910 TRUMAN PARKWAY IN THE AMOUNT OF \$2,320,201.38. IT WAS SUPPORTED BY COMM. BEGICK AND CARRIED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

**WAYS AND MEANS (KIM J. COONAN, CHAIR; DONALD J. TILLEY, VICE CHAIR)**

RES. 2015-21: COMM. COONAN MOVED TO ADOPT RES. 2015-21 AUTHORIZING THE BOARD CHAIRMAN TO EXECUTE EQUITABLE SHARING AGREEMENT

AND CERTIFICATION ON BEHALF OF BAY COUNTY FOLLOWING LEGAL REVIEW AND APPROVAL. THE US DEPARTMENT OF JUSTICE, DEPARTMENT OF THE TREASURY, HAS SUBMITTED AN EQUITABLE SHARING AGREEMENT AND CERTIFICATION TO THE BAY COUNTY SHERIFF DEPARTMENT. THIS AGREEMENT ALLOWS FOR PARTICIPATION IN THE FEDERAL EQUITABLE SHARING PROGRAM AND OUTLINES RESTRICTIONS UPON THE USE OF FEDERALLY FORFEITED CASH, WITH THE PARTICIPATING LAW ENFORCEMENT AGENCIES. THE BAY COUNTY SHERIFF DEPARTMENT HAS BEEN INVOLVED IN THIS PROGRAM SINCE 2007 AND HAS RECEIVED SIGNIFICANT FUNDS AS THE RESULT OF PARTICIPATION. FURTHER, THAT RELATED BUDGET ADJUSTMENTS, IF REQUIRED, ARE APPROVED. IT WAS SUPPORTED BY COMM. BEGICK AND ADOPTED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

RES. 2015-22: COMM. COONAN MOVED TO ADOPT RES. 2015-22 AUTHORIZING THE BOARD CHAIRMAN TO SUBMIT/SIGN ALL REQUIRED DOCUMENTS FOR A TRAFFIC ENFORCEMENT PROGRAM GRANT THROUGH THE MICHIGAN OFFICE OF HIGHWAY SAFETY PLANNING FOR THE BAY COUNTY SHERIFF'S DEPARTMENT. THE TRAFFIC ENFORCEMENT PROGRAM GRANT PROPOSED FUNDING LEVEL IS \$15,000.00 WITH NO LOCAL MATCH REQUIRED OF BAY COUNTY. THE GRANT PROVIDES FOR DEPUTIES' WAGES DURING ADDITIONAL SCHEDULED PATROLS THROUGH 2015, I.E. SAFETY BELT ENFORCEMENT - \$5,000.00 AND IMPAIRED DRIVING ENFORCEMENT - \$10,000.00. FURTHER, THAT THE GRANT APPLICANT/RECIPIENT DEPARTMENT ARE REQUIRED TO WORK WITH THE FINANCE DEPARTMENT WHOSE STAFF WILL PROVIDE FINANCIAL OVERSIGHT OF SAID GRANT. FINALLY, IT IS UNDERSTOOD IF THESE GRANT FUNDS ARE TERMINATED, ANY POSITIONS FUNDED BY THIS GRANT SHALL BE TERMINATED AND WILL NOT BE ABSORBED BY THE COUNTY. ALSO, THAT RELATED BUDGET ADJUSTMENTS, IF REQUIRED, ARE APPROVED. IT WAS SUPPORTED BY COMM. HEREK AND PASSED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

RES. 2015-23: COMM. COONAN MOVED TO ADOPT RES. 2015-23 APPROVING THE 2015 SCRAP TIRE PROJECT/AGREEMENT BETWEEN THE COUNTY OF BAY (MOSQUITO CONTROL) AND ENVIRONMENTAL RUBBER RECYCLING, INC. FOR THE DISPOSAL OF USED TIRES WITHIN BAY COUNTY. A MAJOR PART OF BAY COUNTY MOSQUITO CONTROL'S SOURCE REDUCTION IS THE RESIDENTIAL SCRAP TIRE PROJECTS WHICH PROVIDE A WAY FOR HOMEOWNERS TO DISPOSE OF

UNWANTED TIRES FROM THEIR YARDS AND NEIGHBORHOODS THAT HAVE THE POTENTIAL TO BECOME MOSQUITO BREEDING SITES. ENVIRONMENTAL RUBBER RECYCLING, INC. HAS PROVIDED PAST TIRE DISPOSAL SERVICES AND HAS INDICATED NO PRICE CHANGE FOR TIRE DISPOSAL IN 2015. THE FEE WILL BE A FLAT RATE OF \$1,650.00 PER TRAILER AND FUNDS ARE INCLUDED IN THE 2015 MOSQUITO CONTROL BUDGET FOR THESE SERVICES. FURTHER, TO AUTHORIZE THE BOARD CHAIRMAN TO EXECUTE SAID AGREEMENT, SUBJECT TO LEGAL REVIEW AND THAT BUDGET ADJUSTMENTS, IF REQUIRED, ARE APPROVED. FURTHER, IT WAS SUPPORTED BY COMM. DURANCZYK AND CARRIED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

RES. 2015-24: COMM. COONAN MOVED TO ADOPT RES. 2015-24 APPROVING THE LIGHT TRAP DATA COLLECTOR'S CONTRACTS BETWEEN BAY COUNTY (MOSQUITO CONTROL) AND ELEVEN (11) SENIOR CITIZENS IN VARIOUS PARTS OF BAY COUNTY. THE SENIOR CITIZENS MONITOR THE NEW JERSEY LIGHT TRAPS AND ARE REIMBURSED AT THE RATE OF \$45.00 PER MONTH FOR THE MONTHS OF JUNE, JULY, AUGUST AND SEPTEMBER, TOTALING \$2,160.00 FOR THE SEASON. FUNDING HAS BEEN BUDGETED IN THE MOSQUITO CONTROL'S 2015 BUDGET. IT WAS SUPPORTED BY COMM. BEGICK AND ADOPTED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

RES. 2015-25: COMM. COONAN MOVED TO ADOPT RES. 2015-25 AWARDDING THE CONTROL MATERIAL BIDS FOR BAY COUNTY MOSQUITO CONTROL FOR 2015 TO THE LOWEST QUALIFIED BIDDER BASED ON THE 2015 INSECTICIDE BID SUMMARY. THE CONTROL MATERIAL BIDS WERE OPENED JOINTLY WITH MIDLAND AND TUSCOLA COUNTIES ON 1/14/15 AND ANALYSIS OF THE BIDS RESULTED IN A RECOMMENDATION TO AWARD THE FOLLOWING:

<u>MATERIAL</u>	<u>AMOUNT</u>	<u>PRICE</u>	<u>VENDOR</u>	<u>TOTAL</u>
TEMEPHOS 4E	25 GALS.	\$183.77/GAL.	ALL PRO VECTOR	\$ 4,594.25
ULV PERMETHRIN	2,200 GALS.	\$13.00/GAL.	UNIVAR USA	\$ 28,600.00
BTI BRIQUETTES	10 CASES	\$68.66/CASE	ADAPCO	\$ 686.60
NATULAR XRT	12 CASES	\$697.40/CASE	UNIVAR USA	\$ 8,368.80
<b>GRANT TOTAL</b>				<b>\$42,249.65</b>

FURTHER, AUTHORIZING THE BOARD CHAIRMAN TO SIGN ANY REQUIRED DOCUMENTS FOLLOWING LEGAL REVIEW AND THAT BUDGET ADJUSTMENTS, IF REQUIRED, ARE APPROVED. IT WAS

SUPPORTED BY COMM. DURANCZYK AND PASSED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

- RES. 2015-26: COMM. COONAN MOVED TO ADOPT RES. 2015-26 APPROVING THE FUND RAISING EFFORTS FOR THE BAY COUNTY RELAY FOR LIFE WITH ALL PROCEEDS TO BE CONTRIBUTED TO THE AMERICAN CANCER SOCIETY. RELAY FOR LIFE - BAY COUNTY IS SCHEDULED FOR MAY 16, 2015 AND IS THE 20<sup>TH</sup> ANNIVERSARY OF THE BAY COUNTY RELAY FOR LIFE. ADDITIONAL FUND RAISING EFFORTS WILL BE UNDERTAKEN AT THE BAY COUNTY BUILDING AND BY SOLICITING DONATIONS FROM BAY COUNTY EMPLOYEES. IT WAS SUPPORTED BY COMM. LUTZ AND CARRIED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.
- RES. 2015-27: COMM. COONAN MOVED TO ADOPT RES. 2015-27 APPROVING THE PURCHASE OF A NEW FAIRWAY MOWER AT THE GOLF COURSE ONLY IN THE EVENT THERE IS A CATASTROPHIC FAILURE IN THE EXISTING MOWER, WITH MONIES TO COME FROM THE GOLF COURSE FUND. THE EXISTING FAIRWAY MOWER AT THE BAY COUNTY GOLF COURSE IS 14+ YEARS OLD WITH 6,000 HOURS AND IS BEYOND ITS LIFE EXPECTANCY WITH POSSIBLE MAJOR REPAIRS EXCEEDING \$12,000.00. THE ESTIMATED COST OF A NEW FAIRWAY MOWER IS APPROXIMATELY \$58,000.00. IT WAS SUPPORTED BY COMM. LUTZ AND ADOPTED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.
- RES. 2015-28: COMM. COONAN MOVED TO ADOPT RES. 2015-28 APPROVING THE CLAIMS AGAINST THE COUNTY AS FOLLOWS: ACCOUNTS PAYABLE FOR 1/14/15, 1/21/15, 1/28/15, 2/4/15; BAYANET FOR 12/1/14-12/31/14, 1/1/15 - 1/31/15 PAYROLL AND PAYABLES; AND HOUSING (CENTER RIDGE ARMS) FOR 1/9/15. IT WAS SUPPORTED BY COMM. TILLEY AND PASSED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.
- RES. 2015-29: COMM. COONAN MOVED TO ADOPT RES. 2015-29 APPROVING VARIOUS BUDGET ADJUSTMENTS. IT WAS SUPPORTED BY COMM. TILLEY AND CARRIED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.
- RES. 2015-30/31: COMM. COONAN ASKED THAT RESOLUTIONS 2015-30 AND 2015-31 BE REFERRED BACK TO ADMINISTRATION FOR ADDITIONAL INFORMATION (SEE MOTION 19 BELOW).

MOTION 19: COMM. TILLEY MOVED TO REFER RES. 2015-30, WAIVER OF ORDINANCE ADOPTION PROCESS; AND RES. 2015-31, RETIREMENT ORDINANCE AMENDMENT FOR DEPARTMENT OF WATER AND SEWER, BACK TO ADMINISTRATION FOR ADDITIONAL INFORMATION TO BE BROUGHT BACK TO THE BOARD OF COMMISSIONERS. IT WAS SUPPORTED BY COMM. HEREK AND ADOPTED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

**PERSONNEL/HUMAN SERVICES (MICHAEL LUTZ, CHAIR;  
DONALD J. TILLEY, VICE CHAIR)**

RES. 2015-32: COMM. LUTZ MOVED TO ADOPT RES. 2015-32 APPROVING THE INMATE ADMINISTRATIVE SERVICES CONTRACT BETWEEN BAY COUNTY SHERIFF DEPARTMENT AND BLUE CROSS BLUE SHIELD (BCBS) FOR THE PERIOD MAY 2015 THROUGH APRIL 2016. BLUE CROSS BLUE SHIELD PROVIDES CERTAIN MEDICAL COVERAGE TO COUNTY INMATES WHILE INCARCERATED AND THE BCBS PROGRAM HELPS TO DEFER MEDICAL EXPENSES THAT WOULD OTHERWISE BE INCURRED BY BAY COUNTY. FUNDS ARE INCLUDED IN THE 2015 BUDGET TO CONTINUE BCBS COVERAGE AND THE ADMINISTRATIVE SERVICE CHARGE, WHICH REPRESENTS COST PAID BY BAY COUNTY, IS 11%, THE SAME AS 2014. FURTHER, TO AUTHORIZE THE BOARD CHAIRMAN TO EXECUTE SAID CONTRACT FOLLOWING LEGAL REVIEW AND THAT RELATED BUDGET ADJUSTMENTS, IF REQUIRED, ARE APPROVED. IT WAS SUPPORTED BY COMM. TILLEY AND CARRIED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

RES. 2015-33: COMM. LUTZ MOVED TO ADOPT RES. 2015-33 ACCEPTING THE BAY COUNTY VULNERABLE ADULT PROTOCOL WHICH PROVIDES A FRAMEWORK OF "BEST PRACTICES" FOR THE INVESTIGATION OF VULNERABLE ADULT ABUSE CASES. ABUSE OF VULNERABLE ADULTS IS ONE OF THE FASTEST GROWING CRIMES IN BAY COUNTY AND DUE TO THIS RISE IN REPORTED ABUSE, A COORDINATED APPROACH BETWEEN RESPECTIVE GOVERNMENT AGENCIES IS NECESSARY TO ENSURE THAT THESE CRIMES ARE REVIEWED, INVESTIGATED AND PROSECUTED AND THAT VICTIMS ARE REFERRED FOR NEEDED SERVICES AND TO APPROPRIATE AGENCIES. INPUT IN DRAFTING AND ADOPTING THIS PROTOCOL WAS A COOPERATIVE EFFORT WITH THE BAY COUNTY ELDER ABUSE COORDINATED COMMUNITY RESPONSE TEAM WORKING WITH A NUMBER OF AGENCY PARTNERS: ADULT PROTECTIVE SERVICES OF BAY COUNTY, BAY COUNTY DIVISION ON AGING AND THE BAY AREA

WOMEN'S SHELTER. IT WAS SUPPORTED BY COMM. HEREK AND ADOPTED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

RES. 2015-34: COMM. LUTZ MOVED TO ADOPT RES. 2015-34 APPROVING THE SECOND POSITION FOR CORPORATION COUNSEL ON AN ONGOING BASIS, SUBJECT TO THE ANNUAL BUDGETARY REVIEW OF ALL POSITIONS. ON APRIL 8, 2014, THE BAY COUNTY BOARD OF COMMISSIONERS, VIA RESOLUTION NO. 2014-62, AUTHORIZED FILLING A SECOND POSITION FOR CORPORATION COUNSEL SAID POSITION TO BE EVALUATED AT THE END OF ONE YEAR. THE PERSONNEL DIRECTOR COMPLETED THE EVALUATION AND IS RECOMMENDING TO FILL THE POSITION OF THE SECOND ATTORNEY ON AN ON-GOING BASIS. IT IS APPARENT THE ADDITION OF THE SECOND ATTORNEY WAS A GOOD BUSINESS DECISION AND THAT THIS IS AN EFFECTIVE METHOD OF DELIVERING LEGAL SERVICES FOR THE COUNTY. ADDITIONAL FUNDING WILL BE REQUIRED FOR THE 2015 BUDGET, HOWEVER, THIS IS NOT AN INCREASE FROM THE 2014 STAFFING. FURTHER, THAT RELATED BUDGET ADJUSTMENTS, IF REQUIRED, ARE APPROVED. IT WAS SUPPORTED BY COMM. COONAN AND PASSED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

RES. 2015-35: COMM. LUTZ MOVED TO ADOPT RES. 2015-35 APPROVING EXTENSION OF THE LEASE WITH THE BAY COUNTY FAIR BOARD FOR 2015 AND THAT THE BAY COUNTY FAIR BOARD IS GRANTED USE OF THE BAY COUNTY FAIRGROUNDS FOR THE DATES OUTLINED BELOW CONTINGENT UPON COMPLIANCE WITH ALL REQUIREMENTS OUTLINED IN THE FAIR BOARD LEASE INCLUDING PROVISION OF REQUIRED FINANCIAL REPORTS.

THE FOLLOWING DATES ARE REQUESTED BY THE FAIR BOARD:

**GRANDSTANDS, RACE TRACK, BATHROOMS & GROUNDS**

APRIL 8, MAY 23, JUNE 27, JULY 11, SEPTEMBER 25 & 26 AND OCTOBER 24, 2015

**HORSE RIDING ARENAS, HORSE BARN, CAMPING, BATHROOMS & SHOWERS**

SATURDAY, MARCH 21 - TACK SALE

FRIDAY, JULY 31 THROUGH SUNDAY, AUGUST 9 - BAY COUNTY FAIR - STILL EXHIBITS

**LIVESTOCK BARN, HORSE BARN, CAMPING, BATHROOMS & SHOWERS GROUNDS, HORSE ARENAS GRANDSTANDS AND RACE TRACK**

JULY 26 - AUGUST 15 FOR THE BAY COUNTY FAIR & YOUTH EXPOSITION -

ONE WEEK PRIOR AND ONE WEEK AFTER THE EVENT

FURTHER, THAT RELATED BUDGET ADJUSTMENTS, IF REQUIRED, ARE APPROVED. IT WAS SUPPORTED BY COMM. TILLEY AND CARRIED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

RES. 2015-36: COMM. LUTZ MOVED TO ADOPT RES. 2015-36 APPROVING THE ANNUAL PLAN OF WORK AGREEMENT BETWEEN MICHIGAN STATE UNIVERSITY (MSU) EXTENSION AND MICHIGAN COUNTIES. THE AGREEMENT PROVIDES FOR DELIVERY OF MSU EXTENSION PROGRAMS WHICH SPECIFIES ACCESS TO THE FULL RANGE OF EXTENSION'S STATEWIDE PROGRAM OFFERED BY THE FOUR (4) EXTENSION PROGRAMMING INSTITUTES AND SETS EACH COUNTY'S SHARE OF THE COSTS OF MAINTAINING THE NETWORK OF EXTENSION EDUCATORS. THE BASE ASSESSMENT FOR BAY COUNTY IS \$65,864.24 AND BAY COUNTY WILL RECEIVE A \$58,350.00 CREDIT TOWARDS THIS ASSESSMENT DUE TO THE 4-H PROGRAM COORDINATOR BEING A BAY COUNTY STAFF MEMBER. SALARYFRINGE AND OPERATING IS PAID BY BAY COUNTY WITH A NET ASSESSMENT TO BAY COUNTY OF \$7,514.24. IN ADDITION TO THE COUNTY ASSESSMENT (\$7,514.24), WHICH COVERS EXTENSION EDUCATOR STAFF OUTLINED, THE AGREEMENT ALSO REFLECTS 50% OF THE FAMILY CONSUMER SCIENCE EXTENSION EDUCATOR SALARY AND FRINGE BENEFITS (\$45,940.00). FUNDS HAVE BEEN INCLUDED IN THE 2015 BAY COUNTY BUDGET TO COVER THE ASSESSMENT. FURTHER, AUTHORIZING THE BOARD CHAIRMAN TO EXECUTE ALL RELATED DOCUMENTS FOLLOWING LEGAL REVIEW AND THAT RELATED BUDGET ADJUSTMENTS, IF REQUIRED, ARE APPROVED. IT WAS SUPPORTED BY COMM. DURANCZYK AND ADOPTED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

RES. 2015-37: COMM. LUTZ MOVED TO ADOPT RES. 2015-37 APPROVING RENEWAL OF THE MITCHELL AND MCCORMICK LICENSURE AGREEMENT WITH BAY COUNTY (HEALTH DEPARTMENT) FOR VIRTUAL HEALTH NETWORK, A PRACTICE MANAGEMENT AND ELECTRONIC MEDICAL RECORDS SOFTWARE UTILIZED DAILY FOR CLINICAL OPERATIONS. FURTHER, TO AUTHORIZE THE BOARD CHAIRMAN TO EXECUTE SAID AGREEMENT ON BEHALF OF BAY COUNTY AND THAT RELATED, REQUIRED BUDGET ADJUSTMENTS ARE APPROVED. IT WAS SUPPORTED BY COMM. HEREK AND PASSED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

RES. 2015-38: COMM. LUTZ MOVED TO ADOPT RES. 2015-38 AUTHORIZING JAMES SOMMER, DEPARTMENT OF WATER AND SEWER, TO PURCHASE UP TO TWO (2) YEARS AND ZERO (0) MONTHS FROM THE CITY OF ESSEXVILLE, FOR RETIREMENT PURPOSES. ALL IN ACCORDANCE WITH ALL TERMS AND CONDITIONS CONTAINED IN RESOLUTION NO. 96-331, OTHER GOVERNMENTAL SERVICE CREDIT FOR RETIREMENT, ADOPTED DECEMBER 17, 1996, AND CONTINGENT UPON CONFIRMATION OF GOVERNMENTAL SERVICE CREDIT FROM SOCIAL SECURITY ADMINISTRATION. IT WAS SUPPORTED BY COMM. BEGICK AND CARRIED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

RES. 2015-39: COMM. LUTZ MOVED TO ADOPT RES. 2015-39 CONCURRING TO POST/ADVERTISE/FILL THE FOLLOWING VACANCIES WITH MONIES FOR SAID POSITIONS TO COME FROM THE RESPECTIVE DEPARTMENTAL BUDGETS:

1. SHERIFF DEPARTMENT

A. MARINE PERSONNEL - 5 SUPERVISORS, \$12/HR. AND 25 MARINE DEPUTIES, \$11/HR.

B. ACCOUNT (BILLING) CLERK II - FULL TIME, \$12.95/HR. ENTRY

2. 911 CENTRAL DISPATCH - DISPATCHER, FULL TIME, \$12.95/HR. ENTRY

3. HEALTH DEPARTMENT - ACCOUNT CLERK IV, FULL TIME, \$15.81/HR. ENTRY

4. BUILDINGS AND GROUNDS - TWO (2) LEAD PAINTERS, TEMPORARY APPROX. 6 MONTHS, \$15.46/HR. AND TWO (2) ASSISTANT PAINTERS, TEMPORARY APPROX. 6 MONTHS, \$13.09/HR.

5. INFORMATION SYSTEMS DEPARTMENT - NETWORK APPLICATION SPECIALIST, FULL TIME, \$17.45/HR. ENTRY

6. MOSQUITO CONTROL

A. SUPERVISOR, FULL TIME (8 MONTHS WORKING, 4 MONTH LAYOFF PERIOD), \$1,433.60/BIWEEKLY ENTRY

B. THIRTY (30) SEASONAL FIELD AND/OR BIOLOGY TECHNICIANS, LARVICIDING \$8.15/HR. 1<sup>ST</sup> YEAR - \$8.65/HR. 2<sup>ND</sup> YEAR, ADULTICIDING \$10/HR. 1<sup>ST</sup> YEAR - \$10.50/HR. 2<sup>ND</sup> YEAR.

FURTHER, THAT BUDGET ADJUSTMENTS, IF REQUIRED, ARE APPROVED AND IT IS UNDERSTOOD THAT ANY POSITIONS FUNDED THROUGH A GRANT SHALL BE TERMINATED OR HOURS REDUCED IF GRANT FUNDING IS TERMINATED OR REDUCED. IT WAS SUPPORTED BY COMM. HEREK AND ADOPTED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

**BOARD OF COMMISSIONERS (ERNIE KRYGIER, CHAIR,  
DONALD J. TILLEY, VICE CHAIR)**

RES. 2015-40: COMM. TILLEY MOVED TO ADOPT RES. 2015-40 RECEIVING THE EMPLOYMENT STATUS REPORT FOR JANUARY 2015. IT WAS SUPPORTED BY COMM. LUTZ AND PASSED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

### **REPORTS OF COUNTY OFFICIALS/DEPARTMENTS**

THERE WERE NO REPORTS.

### **UNFINISHED BUSINESS**

THERE WAS NO UNFINISHED BUSINESS.

### **NEW BUSINESS**

JON MORSE: JON MORSE, BUILDING AND GROUNDS DIRECTOR, GAVE AN UPDATE ON THE BAY COUNTY BUILDING SOUTH ELEVATOR THAT IS INOPERABLE AT THIS TIME. HE TALKED TO AN ESTIMATOR WHO SUGGESTED OPERATING TWO (2) INDEPENDENT ELEVATORS. ONE (1) FOR PUBLIC USE AND ONE (1) FOR EMPLOYEE USE. MR. MORSE SAID THE SERVICE AGREEMENT CURRENTLY IN PLACE FOR THE ELEVATOR IS WITH SCHLINDLER. UNFORTUNATELY, THE MOTOR THAT NEEDS REPAIRED IS OBSOLETE AND OUT OF WARRANTY. THREE (3) QUOTES FOR THE REPAIR RANGE FROM \$7,500.00 (IN-HOUSE) TO \$70,000.00.

COMM. LUTZ SAID SOME ITEMS BUILT YEARS AGO ARE MUCH BETTER THAN ONES BUILT TODAY AND MAY LAST LONGER. HE SUGGESTED TO LOOK AT A REPLACEMENT RATHER THAN BUYING A NEW ONE.

JOHN MORSE SAID HE WOULD GATHER MORE INFORMATION AND COME BACK TO THE BOARD WITH HIS FINDINGS. A MEETING TO REVIEW THE PROJECT WAS SCHEDULED FOR THE WEEK OF 2/16/2015.

### **MISCELLANEOUS**

THERE WERE NO MISCELLANEOUS ITEMS.

### **ANNOUNCEMENTS**

CHAIRMAN KRYGIER NOTED THE UPCOMING 2015 APPOINTMENTS AS FOLLOWS:

- 1. MARCH:  
A. BAY ARENAC BEHAVIORAL HEALTH AUTHORITY - THREE 3-YEAR TERMS EXPIRING: PATRICK J. MCFARLAND, ERNIE KRYGIER, WILLIAM POWELL.
- 2. JUNE: LIBRARY BOARD - ONE 5-YEAR TERM, KRISTEN RIVET
- 3. OCTOBER:  
A. LAND BAK AUTHORITY - AT-LARGE REPRESENTATIVE, 3-YEAR TERM, MATT DE HEUS  
B. DEPARTMENT OF HUMAN SERVICES BOARD OF DIRECTORS - ONE 3-YEAR TERM, CYNTHIA HOWELL, NOTE: GOVERNOR'S APPOINTMENT  
C. BOARD OF CANVASSERS - TWO 4-YEAR TERMS: WALTER WOZNIAK, JR. (D) AND MATTHEW LANCE ® NOTE: NOMINEES SUBMITTED BY MAJOR POLITICAL PARTIES
- 4. NOVEMBER: BUILDING AUTHORITY - TWO 6-YEAR TERMS, GARY PHILLIPS, RICK BUKOWSKI
- 5. DECEMBER: DIVISION ON AGING ADVISORY COMMITTEE - FOUR 2-YEAR TERMS, DISTRICTS 1, 3, & 5 AND 7

**CLOSED SESSION**

THERE WAS NO CLOSED SESSION REQUESTED.

**RECESS/ADJOURNMENT**

MOTION 20: COMM. DURANCZYK MOVED TO ADJOURN THE REGULAR BOARD SESSION OF FEBRUARY 10, 2015. IT WAS SUPPORTED BY COMM. TILLEY. THE MEETING CONCLUDED AT 4:50 P.M. BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

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ERNIE KRYGIER, CHAIRMAN  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
CYNTHIA A. LUCZAK, COUNTY CLERK  
BOARD OF COMMISSIONERS

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SHEILA E. SHAW  
SECRETARY TO THE CLERK  
BOARD OF COMMISSIONERS

**BAY COUNTY BOARD OF COMMISSIONERS**

**FEBRUARY 17, 2015**

THE BAY COUNTY BOARD OF COMMISSIONERS MET FOR A SPECIAL SESSION ON TUESDAY, FEBRUARY 17, 2015, IN THE FOURTH FLOOR COMMISSION CHAMBERS OF THE BAY COUNTY BUILDING. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN ERNIE KRYGIER AT 4:15 P.M. WITH THE FOLLOWING MEMBERS AND GUESTS PRESENT.

ROLL CALL: COMMISSIONERS MICHAEL DURANCZYK, VAUGHN BEGICK, KIM COONAN, THOMAS HEREK, DONALD J. TILLEY, MICHAEL LUTZ AND CHAIRMAN ERNIE KRYGIER

OTHER MEMBERS: PATTI SHORKEY, CHIEF DEPUTY TO THE COUNTY CLERK  
SHEILA E. SHAW, SECRETARY TO THE CHIEF DEPUTY CLERK  
DEANNE C. BERGER, BOARD COORDINATOR

ALSO PRESENT: THOMAS L. HICKNER, COUNTY EXECUTIVE  
TIM QUINN, PERSONNEL DIRECTOR  
CRYSTAL HEBERT, FINANCE OFFICER  
AMBER DAVIS-JOHNSON, CORPORATION COUNSEL  
CRISTEN GIGNAC, RECREATION & FACILITIES DIRECTOR  
TOM PAIGE, DEPARTMENT OF WATER & SEWER DIRECTOR  
VARIOUS ELECTED OFFICIALS  
VARIOUS DEPARTMENT HEADS  
NEWS MEDIA

INVOCATION: THE INVOCATION WAS GIVEN BY THE CHIEF DEPUTY CLERK, PATTI SHORKEY.

PLEDGE OF ALLEGIANCE:

**CITIZENS INPUT**

THERE WAS NO CITIZEN INPUT.

**ITEMS FOR CONSIDERATION**

RES. 2015-41: COMM. COONAN MOVED TO ADOPT THE AMENDED WATER PLANT COST SHARING AGREEMENT. THE AMENDED AGREEMENT HAS BEEN REVIEWED BY LEGAL COUNSEL FOR THE INVOLVED ENTITIES: BAY COUNTY, CITY OF BAY CITY AND BAY COUNTY ROAD COMMISSION. APPROVAL OF THE AMENDED WATER PLANT COST SHARING

AGREEMENT HAS BEEN SCHEDULED FOR FEBRUARY 16 AND 17, 2015, RESPECTIVELY, BY THE CITY OF BAY CITY AND THE BAY COUNTY ROAD COMMISSION. FURTHER, AUTHORIZING THE BOARD CHAIRMAN AND THE BAY COUNTY CLERK TO EXECUTE SAID AMENDED AGREEMENT ON BEHALF OF BAY COUNTY. FINALLY, THAT ANY AND ALL RELATED REQUIRED BUDGET ADJUSTMENTS ARE APPROVED. IT WAS SUPPORTED BY COMM. BEGICK FOR DISCUSSION.

TOM PAIGE: TOM PAIGE, DEPARTMENT OF WATER & SEWER DIRECTOR, PRESENTED AN OVERVIEW OF THE AMENDED WATER PLANT COST SHARING AGREEMENT. HE SAID THE BASIS OF THE AGREEMENT WAS TO SHARE COSTS, TO REDUCE OPERATIONAL COSTS FOR BAY COUNTY AND THE CITY OF BAY CITY AND BUILD ONE (1) PLANT AND NOT TWO (2). MR. PAIGE SAID THERE IS A SAVINGS OF OVER \$300,000.00 OPERATING AND MAINTENANCE COST THE FIRST YEAR, BY COST SHARING WITH THE CITY OF BAY CITY. THE AMENDMENT INCLUDES INCORPORATING ADDITIONAL ASSETS INTO THE NEW PLANT. THE PLANT LAGOONS WILL DISCHARGE LESS RESIDUALS INTO THE SANITARY SEWER SYSTEM AND WILL HAVE 100 YEARS CAPACITY WITH THE NEW PLANT. HE SAID WE ARE INCURRING SOME LIABILITIES WITH THE CURRENT PLANT. SALVAGING SOME MATERIALS MAY BE POSSIBLE AND ONE CONCERN IS THE SOUTH LAGOON THAT HAS NOT BEEN CLEANED. WE WILL BE WORKING WITH THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) TO DETERMINE THE SUBSTANCE INSIDE SO THAT IT MAY BE REMOVED OR MONITORED.

COMM. HEREK: COMM. HEREK COMMENDED TOM PAIGE FOR ALL HIS EFFORTS AND SAID THIS BRINGS US TOGETHER AS ONE (1) GROUP.

COMM. BEGICK: COMM. BEGICK ASKED MR. PAIGE IF HE COULD EXPLAIN WHAT THE TERM "REU'S" STANDS FOR.

TOM PAIGE: TOM PAIGE SAID IT IS ON THE WASTE WATER END AND STANDS FOR, "RESIDENT EQUIVALENT UNITS." HE EXPLAINED IT'S THE RATE STRUCTURE SET UP WITH THE PLANT AND TOWNSHIPS, AND COMES INTO PLAY WITH COMMERCIAL OR INDUSTRIAL CUSTOMERS. WE CONVERT THEIR FLOWS TO A RESIDENTIALLY EQUIVALENT FACTOR AND CHARGE FOR THE SERVICES PROVIDED.

ULTIMATELY, RES. 2015-41 WAS PASSED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

RES. 2015-42: COMM. COONAN MOVED TO ADOPT RES. 2015-42 APPROVING THE LAKESHORE & BEACHFRONT ACCESS STUDY REPORT REVISIONS (ON FILE IN THE BOARD OF COMMISSIONERS' OFFICE), AND TO AUTHORIZE THE BOARD CHAIRMAN TO EXECUTE THE REPORT ON BEHALF OF BAY COUNTY. IT WAS SUPPORTED BY COMM. TILLEY AND CARRIED BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

CHAIR KRYGIER: CHAIRMAN KRYGIER SAID LAURA OGAR HAS DONE A LOT OF WORK ON THE LAKESHORE & BEACHFRONT ACCESS STUDY REPORT AND HAS BEEN VERY PATIENT WITH ALL THE REVISIONS MADE AND THANKED HER.

**UNFINISHED BUSINESS**

THERE WAS NO UNFINISHED BUSINESS.

**NEW BUSINESS**

THERE WAS NO NEW BUSINESS.

**MISCELLANEOUS**

THERE WERE NO MISCELLANEOUS ITEMS.

**ANNOUNCEMENTS**

THERE WERE NO ANNOUNCEMENTS.

**CLOSED SESSION**

THERE WAS NO CLOSED SESSION REQUESTED.

**RECESS/ADJOURNMENT**

MOTION 21: COMM. DURANCZYK MOVED TO ADJOURN THE SPECIAL BOARD SESSION OF FEBRUARY 17, 2015. IT WAS SUPPORTED BY COMM. BEGICK. THE MEETING CONCLUDED AT 4:30 P.M. BY A VOICE VOTE OF: 7 YEAS, 0 NAYS.

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ERNIE KRYGIER, CHAIRMAN  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
PATTI SHORKEY, CHIEF DEPUTY TO  
THE COUNTY CLERK  
BOARD OF COMMISSIONERS

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SHEILA E. SHAW  
SECRETARY TO THE DEPUTY CLERK  
BOARD OF COMMISSIONERS