

**SPECIAL MEETING**  
**BAY COUNTY BOARD OF COMMISSIONERS**  
**A G E N D A**

**TUESDAY, OCTOBER 19, 2021**

**4:30 P.M.**

**(Or immediately following the Personnel/Human Services Committee meeting)**

**COMMISSION CHAMBERS, FOURTH FLOOR, BAY COUNTY BUILDING**

**PAGE NO.**

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

**II            ROLL CALL**

**III           INVOCATION**

**IV           PLEDGE OF ALLEGIANCE**

**V            CITIZEN INPUT**

**VI           ITEMS FOR CONSIDERATION**

**A.        Resolutions from the 10/19/2021 Personnel/Human Services Committee meeting:**

- |      |   |
|------|---|
| I    | 1.        No. 2021-168 - Staff Accountant Vacancy (Treasurer)   |
| 2-11 | 2.        No. 2021-169 - Great Lakes Bay Michigan Works! Interlocal Agreement (Michigan Works!)   |
| 12   | 3.        No. 2021-170 - Release of Bid Solicitations for the 2022 Mosquito Control and Gypsy Moth Programs (Environmental Affairs & Community Development) |
| 13   | 4.        No. 2021-171 - Waiver of County Certification Level for Equalization Director (Equalization)  |
| 14   | 5.        No. 2021-172 - Reorganization of Community Corrections (Personnel)  |
| 15   | 6.        No. 2021-173 - Reclassifications 2022 (Personnel)   |

7. **No. 2021-174 - Vacancies: 9-1-1 Central Dispatch; Department on Aging; Sheriff; Finance; Juvenile Home; Recreation & Facilities (Personnel)**

- VII UNFINISHED BUSINESS**
- VIII NEW BUSINESS**
- IX MISCELLANEOUS**
- X ANNOUNCEMENTS**
- XI CLOSED SESSION**
- XII RECESS/ADJOURNMENT**

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

Amber Davis-Johnson, ADA Coordinator  
Corporation Counsel  
515 Center Avenue  
Fourth Floor, Bay County Building  
By City, MI 48708  
(989)895-4131



BAY COUNTY BOARD OF COMMISSIONERS

OCTOBER 19, 2021

RESOLUTION

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (10/19/2021)

WHEREAS, The Treasurer's Office has a vacancy in the position of full time Staff Accountant as of October 18, 2021; the position has been posted and the search for a replacement has commenced; and

WHEREAS, The Treasurer's Office staff is comprised of the Treasurer, Deputy Treasurer, two Staff Accountants and three Account Clerk III's; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners approves posting and filling the full time Staff Accountant position (\$47,819.20/year entry) in the Treasurer's Office; Be It Further

RESOLVED That authorization is granted to post/fill vacancies resulting from moves within a department whereby a Board approved vacancy was filled from staff within the department creating another vacancy in the same department, monies for said positions to come from the respective departmental budgets; Be It Further

RESOLVED That in the event individuals hired to fill approved vacancies prove to be unqualified or no longer want the position, the Personnel Director is authorized to post/fill the previously approved vacancy within a 60 day time period; Be It Further

RESOLVED That budget adjustments, if required, are approved; Be It Further

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.

JAYME A. JOHNSON, CHAIR  
AND COMMITTEE

Treasurer - Staff Accountant Vacancy

MOVED BY COMM. JOHNSON

SUPPORTED BY COMM. HEREK

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MARIE FOX	X			KIM J. COONAN	X			JAYME A. JOHNSON	X		
ERNIE KRYGIER	X			THOMAS M. HEREK	X						
VAUGHN J. BEGICK	X			KAYSEY L. RADTKE	X						

VOTE TOTALS:

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

VOICE: XX YEAS 7 NAYS 0 EXCUSED 0

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

AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_ NO ACTION TAKEN \_\_\_\_\_

**BAY COUNTY BOARD OF COMMISSIONERS**

**OCTOBER 19, 2021**

**RESOLUTION**

**BY: PERSONNEL/HUMAN SERVICES COMMITTEE (10/19/2021)**

**WHEREAS, Great Lakes Bay Michigan Works!** is requesting that Bay County approve the proposed **Great Lakes Bay Michigan Works! Interlocal Agreement**, effective dates **January 1, 2022 — December 31, 2026** (attached); and **WHEREAS, The party counties (Gratiot, Isabella, Midland and Saginaw)** are in the process of approving the **Interlocal Agreement** as well; Therefore, **Be It RESOLVED** That, contingent upon approval by all party counties, the **Bay County Board of Commissioners** approves the **Great Lakes Bay Michigan Works! Interlocal Agreement** and authorizes the **Chairman of the Board** to execute said **Agreement** on behalf of Bay County following **Corporation Counsel** review/approval.

**JAYME A. JOHNSON, CHAIR  
AND COMMITTEE**

**Michigan Works - Great Lakes Bay Michigan Works! Interlocal Agreement 1/1/22 - 12/31/26**

MOVED BY COMM. JOHNSON

SUPPORTED BY COMM. HEREK

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MARIE FOX	X			KIM J. COONAN	X			JAYME A. JOHNSON	X		
ERNIE KRYGIER	X			THOMAS M. HEREK	X						
VAUGHN J. BEGICK	X			KAYSEY L. RADTKE	X						

VOTE TOTALS:

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

VOICE: XX YEAS 7 NAYS 0 EXCUSED 0

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

AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_ NO ACTION TAKEN \_\_\_\_\_

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**Great Lakes Bay Michigan Works!**  
**Interlocal Agreement**

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This Interlocal Agreement (hereinafter "Agreement") is entered into as of the First day of January 2022, by the County of Bay, the County of Gratiot, the County of Isabella, the County of Midland, and the County of Saginaw pursuant to the Michigan Urban Cooperation Act, being Public Act 7 of 1967 (ex. sess.), as amended.

WHEREAS, the County of Bay, the County of Gratiot, the County of Isabella, the County of Midland, and the County of Saginaw (hereinafter referred to collectively as "the Counties") are each a "public agency" as defined by the Michigan Urban Cooperation Act, being Public Act 7 of 1967 (ex. sess.), as amended; and each may separately exercise the power, privilege, and authority they share in common and wish to exercise jointly with the other; and,

WHEREAS, the Counties desire to maintain an optimal level of community service and maximum efficiency in carrying out the requirements of the Workforce Innovation and Opportunity Act of 2014, 29 USC 3101 *et seq.*, and the Michigan Works One-Stop Service Center System Act, being Public Act 491 of 2006, MCL 408.111 *et seq.*; and

WHEREAS, the Counties have an industrial base and are contiguous in location; and

WHEREAS, the Boards of Commissioners of the Counties have determined that the best method of maintaining an optimal level of community service and maximum efficiency in each of the Counties is through this Agreement;

THEREFORE, the Counties agree to the following:

I.  
**PURPOSE**

- A. Replacement of Existing Interlocal Agreement. This Agreement replaces and supersedes the Interlocal Agreement dated the first day of January 2017, in its entirety.
- B. Name. The Consortium of Counties created by this Agreement shall be called the Great Lakes BayMichigan Works! Consortium (hereinafter referred to as the "Consortium").
- C. Purpose. The Consortium shall administer state, federal, and other workforce programs as prescribed by law and the requirements established by each grant funding source, and perform such other functions as are necessary and related to same. The Consortium shall exercise the role of the local elected officials as prescribed by applicable law.

II.  
**AUTHORITY**

- A. Certification. The Counties certify that federal, state, and local law permit the services to be provided under this Agreement, including, without limitation, the Workforce Innovation and Opportunity Act of 2014, being 29 USC §3101 *et seq.*, and the Michigan Works One-Stop Service Center System Act, being Public Act 491 of 2006, MCL 408.111 *et seq.*
- B. Filing. This Agreement shall be filed with the county clerks of the Counties and with the Michigan Secretary of State.

III.  
**SERVICE AREA**

- A. Service Area. The geographical boundaries of the Counties shall constitute the service delivery area under this Agreement.

**IV.**  
**CONSORTIUM BOARD**

- A. Creation. As of the effective date of this Agreement, there is created the Great Lakes Bay Michigan Works! Consortium Board (hereinafter called the "Consortium Board").
- B. Powers. The Consortium Board shall be vested with all of the powers authorized under applicable state and federal law and shall be operated in accordance with same. Said powers include:
- i. Maintaining and presenting adequate books, records, and reports of all audits, transactions, revenues, and expenditures in accordance with grant source requirements and with generally accepted accounting principles, or otherwise instructing the Director to do same. Such books and records are public documents subject to the Michigan Freedom of Information Act, being Public Act 442 of 1976, as amended.
  - ii. Conducting an independent, annual audit, or otherwise instructing the Director to do same, and receiving from the Director such audit reports and certifications that funds have been expended in accordance with approved budget and federal and state guidelines.
  - iii. Presenting regular program reports regarding the effectiveness of the various workforce programs, or otherwise instructing the Director to do same. Such reports are public documents subject to the Michigan Freedom of Information Act, being Public Act 442 of 1976, as amended.
  - iv. Requesting and receiving from the Director regular reports concerning the status, both financial and operational, of all employment and training programs, and the contracts relating to same, in the service delivery area.
  - v. Reviewing and approving the cost budget.
  - vi. Interviewing and recommending the candidate nominated for appointment as Director to the Administrative Unit.
  - vii. Procuring and maintaining appropriate comprehensive general liability insurance coverage.



C. Limitations on Powers. The Consortium and Consortium Board shall not have the power to:

- i. Sue or be sued in its own name.
- ii. Incur any debt, liability, or obligation that can be passed on to any party to this Agreement, other than as stated herein.
- iii. Levy any tax, issue any bond or note, or borrow money.
- iv. Employ staff.
- v. Operate on a for-profit basis.

D. Membership. The membership of the Consortium Board shall consist of members of the Boards of Commissioners of the Counties or their County Administrator. In the case of Bay County, one of its members may be its chief elected official, the Bay County Executive, or his or her appointee. Each County shall establish its own rules and procedures for appointing its members to the Consortium Board. Each County may remove its respective Consortium Board members (and alternates, if applicable) at will.

- i. The Consortium Board shall consist of 13 members: 5 members from Saginaw County, 3 members from Bay County, 2 members from Midland County, 2 members from Isabella County, and 1 member from Gratiot County.
- ii. A quorum of the Consortium Board shall consist of a majority of its members and will be required in order to conduct business.
- iii. The addition of another county to the Consortium Board shall require the affirmative vote of each of the Counties and a majority vote of the Consortium Board.
- iv. The County Board of Commissioners for each County shall determine whether its members of the Consortium Board shall serve with or without compensation.

E. Organization of Consortium Board. The Consortium Board shall:

- i. Elect its own Chairperson and Vice-Chairperson from among its members on an

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annual basis. Members shall be eligible to serve for additional terms, if elected.

- ii. Adopt by-laws that are consistent with this Agreement.
- iii. Hold at least one regularly scheduled meeting each quarter. The Consortium Board shall conduct all meetings in compliance with the Michigan Open Meetings Act, being Public Act 267 of 1976, as amended.
- iv. Documents and other records generated by the Consortium Board are public records subject to the requirements and exemptions of the Michigan Freedom of Information Act, being Public Act 442 of 1976, as amended.

F. Voting. An affirmative vote of a majority of the membership present shall be required in order to pass any motion or resolution. However, adoption or amendment of the Consortium Board's by-laws shall require the affirmative vote of nine (9) members of the Consortium Board.

G. Administrative Unit. The Consortium Board shall select from the Counties an Administrative Unit. The Administrative Unit shall have all of those powers vested in it by law including, but not limited to:

- i. Serving as fiscal agent and providing professional, technical, legal, and clerical staff support to the Consortium Board. All staff members shall be employees of the Administrative Unit and governed by the Administrative Unit's policies and applicable collective bargaining agreements.
- ii. Entering into contracts and other necessary agreements, upon legal review.
- iii. Signing, executing, and doing all things incident and necessary to properly submit grant applications.
- iv. Hiring and firing the Director upon the recommendation of the Consortium Board.

H. Director. The Director shall oversee day-to-day administration of the services provided by the Great Lakes Bay Michigan Works! Consortium. The Director shall be responsible for keeping and maintaining adequate books and records of all revenues, rates, charges, expenses, accounts receivable and payable, and other debts and obligations in accordance with the law

and generally accepted accounting principles; and the Director shall establish such controls and procedures as are necessary to ensure strict financial accountability.

The personnel policies and procedures of the Administrative Unit shall be complied with in regard to the recruitment, advertisement, application, and hiring process for the Director position. Candidates for the Director position will be interviewed and nominated by a joint committee comprised of members of both the Consortium and Workforce Development Boards. Such nomination must be approved by both the Consortium Board and the Workforce Development Board for submission to the Administrative Unit.

The Director's performance will be reviewed on an annual basis by the Consortium Board. The Consortium Board may recommend the termination of the Director to the Administrative Unit with the affirmative vote of nine (9) members of the Consortium Board.

## V.

### WORKFORCE DEVELOPMENT BOARD

- A. Establishment and Membership. The Consortium Board shall establish a local Workforce Development Board in accordance with the Workforce Innovation and Opportunity Act of 2014, 29 USC 3101 *et seq.*, and the administrative rules promulgated thereto. If the applicable rules governing the workforce programs under this Agreement call for the elected official(s) to appoint members to the Workforce Development Board, the Consortium Board shall not make the appointments. In such cases, the appointments shall be made by the respective Boards of Commissioners of the Counties. Representation from the Counties on the Workforce Development Board shall be in approximate proportion to their respective populations.
- B. Duties and Responsibilities. The Workforce Development Board, in partnership with the Consortium Board, shall provide the policy, program guidance, and independent oversight services for all activities of Great Lakes Bay Michigan Works!.
- C. Operation of Workforce Development Board. All aspects of governance of the Workforce Investment Board shall be in accordance with the Workforce Innovation and Opportunity Act of 2014, 29 USC 3101 *et seq.*, including, without limitation, the appointment of a chairperson, development of a budget, and identification and selection of providers.

## VI.

### FINANCIAL RESPONSIBILITY OF THE COUNTIES

- A. Financial Support. The Consortium Board shall not require any County to provide any financial support for any activities under this Agreement unless that County agrees to provide that support in a separate agreement.
- B. Liability, Generally. The Counties shall not be required to pay any debts, liabilities, or obligations of the Consortium Board or the Workforce Development Board.
- C. Liability for Disallowed Costs. The Counties shall repay any disallowed costs only after the following payment hierarchy has been exhausted:
- i. Payment shall first be made by the service provider, agent, or third party that is responsible for the disallowance.
  - ii. Payment will then be made from any applicable insurance carrier or bond insurer.
  - iii. A waiver or approval of an offset from the grant funding source will then be pursued.
  - iv. Any remaining required repayment will then be paid by the Counties. The responsibility for any disallowed costs shall be apportioned according to the services contracted for in each County.
- D. Privileges and Immunity. Nothing in this Agreement shall be construed to affect the Counties' rights and privileges under governmental immunity. All of the privileges and immunities from liability and exemptions from laws, ordinances, and other rules, and all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of the officers, agents, or employees of the Counties, shall apply to the same degree and extent to the performance of such functions and duties of the members of the Consortium Board and Workforce Development Board.

## VII.

### DURATION OF AGREEMENT

- A. Effective Date and Duration. This Agreement shall be effective commencing on the date

first written above and shall remain in effect through December 31, 2026.

- B. Termination of Participation. Any County may withdraw from the Consortium Board and the obligations created by this Agreement upon service of 120-day written notice to the remaining Counties. The Agreement shall remain in effect the remaining Counties as long as at least three (3) Counties remain as signatories to it. Upon termination of participation by at least three (3) Counties, this Agreement shall continue in effect until the final grant concludes.

### VIII. MISCELLANEOUS

- A. Amendment. Any amendments to this Agreement require the approval of the Board of Commissioners of each of the Counties.
- B. Changes in Applicable Laws. In the event the laws and regulations pertaining to this Agreement, including, but not limited to, the Workforce Innovation and Opportunity Act of 2014, are amended or repealed, the Counties, in their individual discretion, may determine whether such changes render it infeasible or inadvisable to carry out this Agreement. In that event, the County may terminate this Agreement by submitting 30-day written notice to the other Counties. If this Agreement is not terminated due to the amendment or repeal of applicable laws or regulations, then this Agreement will continue under those new laws or regulations without the need to amend this Agreement to specifically name those new laws or regulations.
- C. Severability. If any word, phrase, part or section of this Agreement is determined to be illegal or unenforceable, the other portions of the Agreement shall remain in full force and effect so long as those other portions are sufficient to constitute a valid agreement.
- D. Full Agreement. This document, along with any attachments or appendices or other incorporations by reference, constitutes the entire agreement between the Counties. Accordingly, this Agreement supersedes all previous or contemporary agreements between the Counties covering the subject matter of this Agreement.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals the day and year set below their signatures.

**COUNTY OF BAY**

By: \_\_\_\_\_  
Ernie Krygier, Chair, Board of Commissioners

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

By: \_\_\_\_\_  
James A. Barcia, County Executive

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

COUNTERSIGNED

By: \_\_\_\_\_  
Clerk of Bay County

**COUNTY OF GRATIOT**

By: \_\_\_\_\_  
Chuck Murphy, Chair, Board of Commissioners

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

COUNTERSIGNED

By: \_\_\_\_\_  
Clerk of Gratiot County

**COUNTY OF ISABELLA**

By: \_\_\_\_\_  
James H. Horton II, Chair, Board of Commissioners

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

COUNTERSIGNED

By: \_\_\_\_\_  
Clerk of Isabella County

**COUNTY OF MIDLAND**

By: \_\_\_\_\_  
Mark Bone, Chair, Board of Commissioners

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

COUNTERSIGNED

By: \_\_\_\_\_  
Clerk of Midland County

**COUNTY OF SAGINAW**

By: \_\_\_\_\_  
Carl Ruth, Chair, Board of Commissioners

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

COUNTERSIGNED

By: \_\_\_\_\_  
Clerk of Saginaw County

BAY COUNTY BOARD OF COMMISSIONERS

OCTOBER 19 , 2021

RESOLUTION

**BY:** PERSONNEL/HUMAN SERVICES COMMITTEE (10/19/2021)  
**WHEREAS,** Both the Gypsy Moth and Mosquito Control programs conduct annual treatments for pest control purposes in accordance with their program mission which is millage funded, voter approved and described in the ballot language; and  
**WHEREAS,** Both programs began earlier this year to get their Invitation for Bid (IFB) documents updated as the previous multi-year contracts have expired; and  
**WHEREAS,** The IFB's need to be released earlier than usual as there are fewer pilots due to retirements, Covid related impacts and in the case of Gypsy Moth, there is an extreme infestation and increase in populations all around the state with many new communities around Bay County seeking similar contracts for aerial treatment services to occur in Spring of 2022; and  
**WHEREAS,** On both programs, the timing of the pesticide treatment is critical to its effectiveness as the treatment application must be performed within a very narrow treatment window that is based only on the actual field verification on the development stage (larval or caterpillar) of the maturing insect pest. The pests develop according to seasonal influences, i.e. weather, temperature and rainfall therefore target dates for treatment cannot be pre-determined well in advance; and  
**WHEREAS,** The bidding process must be completed well in advance of any potential treatment window in order to have all required documentation, pilot certifications reviewed and approved, FAA flight plans submitted, chemicals purchased, permits and public notification, with equipment ready and standing-by; and  
**WHEREAS,** This process of updating the proposed IFBs began in June of 2021 in order to be one of the first communities soliciting and securing qualified pilots for the aerial treatments and while the IFB process has been completed through Purchasing, it was recently learned that Bay County policy will not allow the release the IFB's until the 2022 FY budget is approved; and  
**WHEREAS,** Without knowing when the budget will be adopted, Board authorization is required to release the IFB's for 2022 annual treatments within the Mosquito Control and Gypsy Moth programs with the understanding that millage funding will be available in 2022 for these annual millage funded activities and, alternatively, each program has fund balance that can be used; and  
**WHEREAS,** Each IFB is clearly written to cancel or decline services at any time if funding is not available; and  
**WHEREAS,** Each program will come back before the Board to present a recommendation for Board approval prior to any bid award being made which will likely take place in early 2022; Therefore, Be It  
**RESOLVED** That the Bay County Board of Commissioners authorizes the release of the IFB's for 2022 annual treatments within the Mosquito Control and Gypsy Moth Programs.

JAYME A. JOHNSON, CHAIR  
 AND COMMITTEE

Env Affairs - Release of IFB for 2022 Mosquito Control and Gypsy Moth Programs  
 MOVED BY COMM. JOHNSON

SUPPORTED BY COMM. RADTKE

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MARIE FOX	X			KIM J. COONAN	X			JAYME A. JOHNSON	X		
ERNIE KRYGIER	X			THOMAS M. HEREK	X						
VAUGHN J. BEGICK	X			KAYSEY L. RADTKE	X						

VOTE TOTALS:  
 ROLL CALL: YEAS 7 NAYS 0 EXCUSED 0  
 VOICE: XX YEAS 7 NAYS 0 EXCUSED 0

DISPOSITION: ADOPTED XX DEFEATED        WITHDRAWN         
 AMENDED        CORRECTED        REFERRED        NO ACTION TAKEN       

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BAY COUNTY BOARD OF COMMISSIONERS

OCTOBER 19, 2021

RESOLUTION

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (10/19/2021)

WHEREAS, A County that has been determined to require a Michigan Master Assessing Officer (MMAO) Equalization Director based solely on containing a portion of a MMAO local unit that is split between another County, may request a waiver for reduction of the certification level requirement if the portion of the local unit's SEV within the requesting County does not exceed the MMAO certification level requirement as determined by the Michigan State Tax Commission; and

WHEREAS, Bay County has a portion of the City of Midland; and

WHEREAS, The total City of Midland SEV does require a MMAO; however, the small portion of the City of Midland within Bay County does not require a MMAO; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners approves the Application for Waiver of County Certification Level for Equalization Director and authorizes the Chairman of the Board to execute said Application on behalf of Bay County following Corporation Counsel review/approval.

JAYME A. JOHNSON, CHAIR  
AND COMMITTEE

Equalization - MMAO - Waiver for Portion of City of Midland

MOVED BY COMM. JOHNSON

SUPPORTED BY COMM. COONAN

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MARIE FOX	X			KIM J. COONAN	X			JAYME A. JOHNSON	X		
ERNIE KRYGIER	X			THOMAS M. HEREK	X						
VAUGHN J. BEGICK	X			KAYSEY L. RADTKE	X						

VOTE TOTALS:

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
VOICE: XX YEAS 7 NAYS 0 EXCUSED 0

DISPOSITION: ADOPTED XX DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_ NO ACTION TAKEN \_\_\_\_\_



BAY COUNTY BOARD OF COMMISSIONERS

OCTOBER 19, 2021

RESOLUTION

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (10/19/2021)

WHEREAS, The Bay County Office of Community Corrections offers community support through the Pretrial Services Program and assists the courts in making judgement decisions for community/bond supervision; alcohol/drug testing is offered under the PTS program along with a level of supervision in efforts to keep the public safe; Community Corrections also seeks to develop and evaluate programs for local adult criminal offenders; and

WHEREAS, Working closely with the courts, probation departments, and community resources, Community Corrections provides services through contracts with local agencies and these services provided include substance abuse treatment, inclusive of an Opiate Specific Program and Vivitrol; and

WHEREAS, Community Corrections also provides Narcotics Anonymous, GED practice and testing, mental health services and Zero Tolerance testing; and

WHEREAS, Sheriff's Work program is also offered for assistance with local community projects during the summer months; and

WHEREAS, Because of the nature of services, oversight of those services and the clientele served by the Office of Community Corrections, the office is located within the Law Enforcement Center sharing space with the Bay County Sheriff's Office. However, employees of the Community Corrections Office report to the County Executive through the Director of the Department of Child Care Services; and

WHEREAS, The County Executive, the Sheriff and the Director of Child Care Services have evaluated the structure of the Community Corrections Office, as well as the services provided, and they have reached the consensus that oversight of and responsibility for the Community Corrections Office should be transferred from the Department of Child Care Services under the County Executive to the Sheriff's Office; and

WHEREAS, In light of the location of the Community Corrections Office, the duties and responsibilities the Office provides, and overall processes in place, it appropriately fits under the Sheriff's supervision; and

WHEREAS, Pursuant to MCL 45.564, upon a majority vote of this Commission as well as the affirmative recommendation of the County Executive, which is provided through this Memo, and following a public hearing, this Board may transfer the function of the Community Corrections Office to allow oversight and supervision of that Office to the Sheriff's Office; and

WHEREAS, The transfer of oversight and supervision of the Office of Community Corrections from the Department of Child and Family Services to the Sheriff's Office would result in no negative impact to the General Fund, but would require accounting and budget adjustments to transfer funding for the Community Corrections Office to the Sheriff's Office Budget; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners, as required by law, hereby schedules a public hearing on Tuesday, November 9, 2021 at 4:00 p.m. related to the transfer of oversight and supervision of the Community Corrections Office as is currently overseen by the Department of Child Care Services to the Office of the Bay County Sheriff.

JAYME A. JOHNSON, CHAIR  
AND COMMITTEE

Community Corrections - Transfer to Sheriff - Public Hearing

MOVED BY COMM. JOHNSON

SUPPORTED BY COMM. HEREK

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MARIE FOX	X			KIM J. COONAN	X			JAYME A. JOHNSON	X		
ERNIE KRYGIER	X			THOMAS M. HEREK	X						
VAUGHN J. BEGICK	X			KAYSEY L. RADTKE	X						

VOTE TOTALS:  
ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
VOICE: XX YEAS 7 NAYS 0 EXCUSED 0

DISPOSITION: ADOPTED XX DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_ NO ACTION TAKEN \_\_\_\_\_

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BAY COUNTY BOARD OF COMMISSIONERS

OCTOBER 19 , 2021

RESOLUTION

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (10/19/2021)  
 WHEREAS, The BCAMPS collective bargaining agreement provides an opportunity for the union to present reclassification requests on behalf of the membership should the employee make a request for consideration; and  
 WHEREAS, If the position qualifies under the criteria of the collective bargaining agreement and the Bay County compensation program, the recommendations are brought to the committee for approval and recommendation to the full board; and  
 WGEREAS, Any reclassifications that are approved are effective January 1 of the following year; and  
 WHEREAS, The two reclassifications that are being recommended at this time have the following financial impact:  
 1) Buildings and Grounds Supervisor: 2022 Salary change \$2,371.20  
 2) Senior Service Manager: 2022 Salary change \$2,163.30  
 RESOLVED That the Bay County Board of Commissioners approves the recommended reclassifications (referenced above) as provided for in the collective bargaining agreements; Be It Further  
 RESOLVED That related budget adjustments, if required, are approved.

JAYME A. JOHNSON, CHAIR  
 AND COMMITTEE

Personnel - 2022 Reclassifications

MOVED BY COMM. JOHNSON

SUPPORTED BY COMM. BEGICK

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MARIE FOX	X			KIM J. COONAN	X			JAYME A. JOHNSON	X		
ERNIE KRYGIER	X			THOMAS M. HEREK	X						
VAUGHN J. BEGICK	X			KAYSEY L. RADTKE	X						

VOTE TOTALS:

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
 VOICE: XX YEAS 7 NAYS 0 EXCUSED 0

DISPOSITION: ADOPTED XX DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
 AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_ NO ACTION TAKEN \_\_\_\_\_

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BAY COUNTY BOARD OF COMMISSIONERS

OCTOBER 19, 2021

RESOLUTION

BY:  
RESOLVED

PERSONNEL/HUMAN SERVICES (10/19/2021)

By the Bay County Board of Commissioners that concurrence is given to post/advertise/test/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:

A. VACANCIES (BUDGETED)

- 1 9-1-1 Central Dispatch: Dispatcher (full time; \$16.17/hr. entry)
- 2 Department on Aging:
  - a. Typist Clerk III (full time; \$14.01/hr. entry)
  - b. Handyman (part time; \$11.13/hr. entry)
- 3 Sheriff's Office: Correctional Facility Officer (CFO) (full time; \$17.90/hr. entry)
- 4 Finance Department: Account Clerk IV (full time; \$16.93/hr. entry)
- 5 Recreation & Facilities/Community Center: Typist Clerk I (part time; \$11.94/hr. entry)

RESOLVED That authorization is granted to post/fill vacancies resulting from moves within a department whereby a Board approved vacancy was filled from staff within the department creating another vacancy in the same department, monies for said positions to come from the respective departmental budgets; Be It Further

RESOLVED That in the event individuals hired to fill approved vacancies prove to be unqualified or no longer want the position, the Personnel Director is authorized to post/fill the previously approved vacancy within a 60 day time period; Be It Further

RESOLVED That budget adjustments, if required, are approved; Be It Further

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.

JAYME A. JOHNSON, CHAIR  
AND COMMITTEE

Vacancies-New Positions

MOVED BY COMM. JOHNSON

SUPPORTED BY COMM. RADTKE

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MARIE FOX	X			KIM J. COONAN	X			JAYME A. JOHNSON	X		
ERNIE KRYGIER	X			THOMAS M. HEREK	X						
VAUGHN J. BEGICK	X			KAYSEY L. RADTKE	X						

VOTE TOTALS:

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
 VOICE: XX YEAS 7 NAYS 0 EXCUSED 0

DISPOSITION: ADOPTED XX DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
 AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_ NO ACTION TAKEN \_\_\_\_\_

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**BAY COUNTY BOARD OF COMMISSIONERS**

MEETING DATE:   OCTOBER 19, 2021  

MOTION SPONSORED BY:   COMM. JOHNSON  

MOTION SUPPORTED BY:   COMM. HEREK  

MOTION NO.:   95  

MOVED TO ADJOURN THE SPECIAL SESSION OF THE BAY COUNTY BOARD OF COMMISSIONERS OF OCTOBER 19, 2021, THE MEETING CONCLUDED AT 4:28 P.M.

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
Marie Fox	X			Kim Coonan	X			Jayne Johnson	X		
Ernie Krygier	X			Thomas Herek	X						
Vaughn J. Begick	X			Kaysey Radtke	X						

**VOTE TOTALS:**

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

**VOICE:**   XX   YEAS   7   NAYS   0   EXCUSED   0  

**DISPOSITION:**   ADOPTED   XX   DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_

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