

BAY COUNTY BOARD OF COMMISSIONERS

AGENDA

TUESDAY, MARCH 17, 2026

4:00 P.M.

COMMISSION CHAMBERS, FOURTH FLOOR, BAY COUNTY BUILDING

PAGE NO.

- I. CALL TO ORDER (CHAIRMAN BANASZAK)**
- II. ROLL CALL**
- III. INVOCATION**
- IV. PLEDGE OF ALLEGIANCE**
- 112-122 V. MINUTES (2/17/2026)**
- VI. AGENDA APPROVAL**
- VII. CITIZEN INPUT (3 Minute Maximum Per Person)**
- VIII. PETITIONS AND COMMUNICATIONS**
 - A. Presentation (4:00 p.m.) Great Lakes Recovery Apartments – Lori Ziolkowski, MBA (Receive)**
 - 1-2 B. Bay Arenac Behavioral Health Authority - BABHA Nominations Committee Review Eligibility Results (Receive)**
 - C. Requests for Appointment to Bay Arenac Behavioral Health Authority Board of Directors (Four, 3-year terms commencing April 1, 2026, and expiring on March 31, 2029 (Receive applicants and make appointments)**
 - 3-4 1. Kenzie Colton**
 - 5-6 2. William Kozuch**
 - 7-8 3. Christopher Girard (Incumbent)**
 - 9-10 4. Ann Weiler**
 - 11-15 5. Staci Tuggle**

- 16-17 6. Kathy Niemiec (Incumbent)
- 18-19 7. Jerome Crete (Incumbent)
- 20-21 8. Tim Banaszak (Incumbent)
- 22 D. Melvin McNally - Request for Reappointment to Region VII Area on Aging Advisory Council as Bay County Representative (Receive and make appointment)
- 23-25 E. Notice of Public Hearing from Charter Township of Monitor County of Bay, Michigan: Designation of Revised Downtown District Boundaries for the Monitor Township Downtown Development Authority (Receive)

IX. REPORTS/RESOLUTIONS OF COMMITTEES

- A. COMMITTEE OF THE WHOLE – March 3, 2026 (Jerome Crete, Chair; Christopher Rupp, Vice Chair) Meeting canceled
- B. COMMITTEE OF THE WHOLE – March 10, 2026 (Jerome Crete, Chair; Christopher Rupp, Vice Chair)
- 26-41 1. No. 2026-43 - Bay County Capital Improvement Bonds, Series 2026
- 42 2. No. 2026-44 - Support of Michigan House Bill 5286 (2025–2026) Supporting Brownfield Redevelopment and Environmental Cleanup Programs (Board of Commissioners)
- 43-44 3. No. 2026-45 - Axon Enterprise, Inc Agreement for Assistive Call Taking 2026-2031 (911 Central Dispatch)
- 45 4. No. 2026-46 - Motorola Solutions Service Agreement 2026-2027 (911 Central Dispatch)
- 46 5. No. 2026-47 - Travel Request to attend Tyler Connect 2026 Conference (911 Central Dispatch)
- 47 6. No. 2026-48 - Vendor Agreement with TRICAP Inc. (Community Corrections)
- 48 7. No. 2026-49 - Amendment to Contract for Forensic Pathology Services with Dr. Patrick Cho (Health Department)
- 49-50 8. No. 2026-50 - Additional EGLE Funding for Materials Management Planning (Environmental Affairs & Community Development)
- 51 9. No. 2026-51 - Softball Field Maintenance Agreement with the Bay Softball Association 2026 (Recreation & Facilitates)
- 52 10. No. 2026-52 - Release of RFP for Onboarding Software Solution (Personnel)

- 53 11. No. 2026-53 - Full-Time Community Center Coordinator Position (Personnel/
Recreation & Facilities)
- 54-99 12. No. 2026-54 - Revised Personnel Policy 2026 (Personnel)
- 100-101 13. No. 2026-55 - 2027 Budget Schedule and Calendar (Finance)
- 102 14. No. 2026-56 - Approval of Audit F-65 Form with Rehmann Robson (Finance)
- 103 15. No. 2026-57 - Program Income Funds Transfer from Housing Rehabilitation Loans
(Finance)
- 104 16. No. 2026-58 - Rehmann Robson Change Order 2026 (Finance)
- 105 17. No. 2026-59 - Payables (Finance)
- 106-109 18. No. 2026-60 - Approval to Initiate Proceedings Pursuant to MCL 46.11(n) to Consider
Removal of Douglas Stone as Bay County Library System Trustee

C. BOARD OF COMMISSIONERS (Tim Banaszak, Chair; Vaughn J. Begick, Vice Chair)

- 110-111 1. No. 2026-61 - Reports of the County Executive – February 2026

X. REPORTS OF COUNTY OFFICIALS/DEPARTMENTS

A. County Executive

XI. COMMISSIONER COMMENTS

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. PUBLIC INPUT

XV. MISCELLANEOUS

XVI. ANNOUNCEMENTS

A. 2026 APPOINTMENTS

1. March

- a. Bay Arenac Behavioral Health Authority (four, 3-year terms expiring: C. Girard,
T. Banaszak, K. Niemiec, J. Crete)**

- b. **Region VII Area Agency on Aging Advisory Council (one, 3-year term expiring: M. McNally)**

2. April

- a. **Bay County Veteran Affairs Committee (6th Committee Position: Appointed in 2026 for a partial one (1) year term to expire on December 31, 2026, and eligible for reappointment to subsequent full four (4) year terms; 7th Committee Position: Appointed in 2026 for a partial two (2) year term to expire on December 31, 2027, and eligible for reappointment to subsequent full four (4) year terms.**

3. June

- a. **Library Board (one, 5-year term expiring: C. Parke)**

4. October

- a. **Bay County Department of Human Services (one, 3-year term expiring: J. Schmidt)**
- b. **Land Bank Authority (one, City of Bay City Representative, 3-year term expiring: D. Kiesel)**

5. November

- a. **Bay County Building Authority (one, 6-year term expiring: R. Mead)**

6. December

- a. **Department on Aging Advisory Committee (four, 2-year terms expiring: Districts 2, 4, 6 & At-Large)**
- b. **Bay County Veteran's Affair Committee (one, 4-year term: V. Digby)**

XVII. CLOSED SESSION (IF REQUIRED)

XVIII. RECESS/ADJOURNMENT

PLEASE NOTE THE CHANGE: The Board Chair has requested that any Elected Official or Department/ Division Head placing an item on the agenda be present or have a representative present to speak to their request and answer any questions posed by Committee members. Attending the Full Board meeting is unnecessary if the request is approved unanimously at the Committee meeting, unless otherwise directed.

Participants planning to attend via Zoom must contact Nick Paige before the meeting at paigen@baycountymi.gov.

Join Zoom Meeting

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

Meeting ID: 816 9426 6170

Passcode: 547697

One tap mobile

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

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

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

Amber Davis-Johnson, ADA Coordinator
Corporation Counsel
515 Center Avenue
Fourth Floor, Bay County Building
Bay City, MI 48708
989-895-4130



BEHAVIORAL HEALTH

Chief Executive Officer
Christopher Pinter

Board of Directors
Robert Pawlak, Chair
Patrick McFarland, Vice Chair
Christopher Girard, Treasurer
Sally Mrozinski, Secretary
Tim Banaszak
Richard Byrne
Patrick Conley
Jerome Crete
Shelley King
Kathy Niemiec
Carole O'Brien
Pamela Schumacher

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
Kawkawin, MI 48631

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

www.babha.org

March 9, 2026

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

Dear Chairperson, Banaszak:

On March 31, 2026, four (4) Bay County appointments on the Bay Arenac Behavioral Health Authority (BABH) Board of Directors will expire. These 3 positions are each for a three-year term commencing April 1, 2026 and expiring March 31, 2029.

The BABH Nominations Committee met on March 4, 2026 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, as amended. There are two separate categories of consumer eligibility for the applicants to qualify in order to ensure that BABH meets the Board requirements of the Mental Health Code (MHC), Section 222 (1) composition, primary consumers and family members of primary consumers. The BABH Boards needs at least one (1) consumer, which may be a primary or family member of a primary consumer. There were three applicants that meet this criterion.

The last category is comprised of the general public, and all the applicants meet this standard. Attached please find a report for consideration by the Bay County Board of Commissioners.

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

Respectfully,

A handwritten signature in black ink that reads "Sara K. McRae". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Sara K. McRae
Executive Assistant to the CEO



Nomination Committee
Report March 9, 2026

Qualifying Applicants for Membership on the BABH Board of Directors
For the Bay County Board of Commissioners

Please appoint four (4) total with terms commencing April 1, 2026 and expiring March 31, 2029.

Primary and/or Secondary Consumers – Please appoint one (1):

Kenzie Colton
Christopher Girard
Kathy Niemiec

General Public – Please appoint three (3):

Tim Banaszak
Kenzie Colton
Jerome Crete
Christopher Girard
William Kozuch
Kathy Niemiec
Staci Tuggle
Ann Weiler



Application for Appointment to BABHA

From postmaster@netsource-one.net <postmaster@netsource-one.net>

Date Fri 12/19/2025 12:14 AM

To Board Applications <boardapplications@baycountymi.gov>

Name: Kenzie Colton

Address: 2 9th St. Apt 409

CityStateZip: Bay City, MI 48708

Home Phone: 989-980-2925

Business Phone: N/A

Phone: :

Occupation: Program Manager

Employer: National Safety Council

Resident?: Yes

How Long?: 27 years

Interests: My educational background includes a Master of Science in Community Health from Wayne State University, a Bachelor of Arts in Psychology from Saginaw Valley State University, and a Certificate in Youth Services from Delta College.

I am credentialed as a Qualified Intellectual Disabilities Professional (QIDP) and Child Mental Health Professional (CMHP). Under these credentials, I have worked as a case manager for adults with intellectual and developmental disabilities and mental illnesses, a behavior technician for children with autism, and a care manager providing in-home services for geriatric individuals, veterans, and others with physical disabilities and dementia. I have also worked with survivors of domestic violence as a visitation monitor.

I am interested in serving on the Bay-Arenac Behavioral Health Authority because I bring both clinical experience and a strong commitment to ethical, person-centered systems of care. I am motivated to contribute my knowledge to support informed decision-making that strengthens services, accountability, and outcomes for the individuals and families BABHA serves.

Other: Additionally, I have volunteered as a suicide hotline crisis counselor and as a victim advocate supporting survivors of sexual assault. I have completed a Trauma-Informed Primary Prevention Certification and Applied Suicide Intervention Skills Training (ASIST).

Email: kenziecolton@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): 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): 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): yes,I can be identified as a family member of a primary consumer and hereby grant permission to the BABHA Board to identify me as such when asked to do so.



Outlook

Application for Appointment to BABHA

From postmaster@netsource-one.net <postmaster@netsource-one.net>

Date Wed 1/28/2026 2:50 PM

To Board Applications <boardapplications@baycountymi.gov>

Name: William Kozuch

Address: 4718 Maplewood Drive

CityStateZip: Bay City, MI 48706

Home Phone: 9892334750

Business

Phone::

Occupation: Retired

Employer: retired

Resident?: Yes

How Long?: 68 years

Interests: As a long time parent to a child with physical and developmental issues, I am well educated in the special needs of individuals and their families. I understand the role BABHA plays in serving the vulnerable population of Bay and Arenac counties who are challenged with mental illness, substance abuse and developmental disabilities by helping those individuals gain independence, build skills and integrate into the community as much as possible.

Additionally having a successful consumer goods sales and marketing career which included managing staff, budgets, training and public speaking, instilled in me the importance of a team approach to achieve objectives.

Having co-owned Mulligan's Pub in Bay City from 1990-2024, I value the importance of our community and it's citizenry.

Other: I am personally motivated, driven by compassion and desire to help others navigate challenges. Pragmatic with focus on practicality, results-oriented, grounded, adaptable and action-oriented.

Email: wkoz1953@gmail.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)

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Application for Appointment to BABHA

From postmaster@netsource-one.net <postmaster@netsource-one.net>

Date Tue 2/3/2026 10:05 AM

To Board Applications <boardapplications@baycountymi.gov>

Name: Christopher Girard

Address: 100 Braddock Street

CityStateZip: Bay City, MI 48708

Home Phone: 989-450-7827

Business

Phone::

Occupation: Mayor

Employer: City of Bay City

Resident?: Yes

How Long?: 1 year

Interests: Current Treasurer for the BABHA Board currently in my 4th year of service, Former director of Do-All, Inc. serving Individuals supported by BABHA. Grandparent of child receiving services from an autism provider. I'm passionate about ensuring people who need mental health services have access to care and want to use my expertise in the mental health field to continue that service for the community.

Other: I believe that my experience as both a former agency director, along with being primary consumer, and relative of child receiving services provide a unique and diverse perspective to the board.

Email: cgirard1@msn.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): yes,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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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).

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Outlook

Application for Appointment to BABHA

From postmaster@netsource-one.net <postmaster@netsource-one.net>

Date Sat 2/7/2026 8:05 AM

To Board Applications <boardapplications@baycountymi.gov>

Name: Ann Weiler

Address: 1785 Bullock Rd.

CityStateZip: Bay City, Mi 48708

Home Phone: 989)439-6276

Business N/A

Phone::

Occupation: Retired

Employer: N/A

Resident?: Yes

How Long?: 61 years

Interests: My faith, family and country mean the world to me. I love to Volunteer. Watching our children and grandchildren play sports. Love to travel.

Other: I feel I have compassion towards other people and not judge. I try to listen and observed.

Email: aweiler33@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)

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Application for Appointment to BABHA

From postmaster@netsource-one.net <postmaster@netsource-one.net>

Date Mon 2/9/2026 10:48 PM

To Board Applications <boardapplications@baycountymi.gov>

Name: Staci Tuggle

Address: 8506 Hospital Rd

CityStateZip: Freeland, MI 48623

Home Phone: 989-971-8090

Phone:

Business Phone:: 989-971-8090

Occupation: Health/Medicare insurance agent

Employer: Micah Widder Group

Resident?: Yes

How Long?: 17 yrs + separate 27yrs recent

Interests: I have studied both nursing and pharmacy with a bachelor in business and a major in health service administration. I have worked in healthcare and/or insurance since age 16. I am especially drawn to the senior population; they need more advocates. I believe this population is underserved and needs our help.

Other: I was born and raised in Bay County, residing in Monitor Twp. up until 1987. In 1999 I moved back into Bay County, fifth district within Frankenlust Twp were I still remain today. My current position is remote and my hours are very flexible. I have a passion for helping people and I thrive in the role of a trusted advisor and advocate. I was appointed to the joint leadership committee for Blue Cross Blue Shield and the UAW by my leadership team and was twice voted by my peers as their union UAW local committee chair serving two separate terms. The same leadership appointed me to the Best Practice Committee were I personal saved the company six figures in marketing dollars and was responsible for turning over a previously misplaced check from the State of Michigan that 2 former employees before had overlooked. The check was 10 years old and the company was able to get it reissued. I've worked in healthcare as a referral coordinator, account representative, clinical pharmacy technician and completed my Davenport University internship at MidMichigan hospital in Midland. At MidMichigan I worked within the care management department and was part of an interdisciplinary team focused on patient discharge planning. Arranging for medical equipment and supplies, medical transportation service and follow up rehab in a SNF or on an outpatient basis.

Email: Stuggle@email.Davenport.edu

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

- 2): no,I am a county commissioner (limit of 4 commissioners)
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Awards and Recognition

Bay Area Chamber of Commerce	Ambassador of the Year	2019
Bay Area Chamber of Commerce	Ambassador of the Year	2018
Bay Area Chamber of Commerce	Ambassador Team of the Year	2015
Bay Area Chamber of Commerce	Community Leadership Program	2014
Business Networking International	Notable Networker Award	2013
U.A.W. / B.C.B.S M. Joint Programs	Leadership Program Graduate	2003-2008
Blue Cross Blue Shield Corporate	Appointed to Best Practice Committee	2008
Blue Cross Blue Shield Corporate	P.I.E. Pride in Excellence Award "Individual"	2007
Blue Cross Blue Shield Corporate	P.I.E. Pride in Excellence Award "Team"	2007
U. A. W. Local 2145 Peer Elected	Local 2145 Committee Chair (2) Terms	2003-2008

Computer Skills

Agency Management Systems: Agency Bloc, Applied Systems, Vertaforce

Microsoft Office Suite: Word, Excel, Power Point, Access

CRM: Calvus, Agency Bloc, Vertaforce, TAM, SMART

Financial Expense Management System: PeopleSoft

Professional Development / Certificates

- Wayne State University certificate: Excellence in Leadership Program
- UAW – BCBSM Joint Program Certificate: Leadership Development
- LTC Certificate: CEU Long Term Care Insurance PA198
- CMS Certificates: Circle Of Champions
- AHIP certificate: Medicare Advantage and prescription drug plans
- AHIP certificate: Medicare fraud waste and abuse
- State of Michigan license: Resident producer life and health insurance
- N.A.A.B.C. Certificate: Chartered Benefit Consultant
- N.A.A.B.C. Certificate: Advanced Chartered Benefit Consultant
- G.B.D.S Certificate: Group Benefit Disability Specialist
- Delta College certificate: Human Resource Series
- Davenport University Certificate: Computer Enhancement Program
- BCBSM Certificate: Account Service Representative

Past Professional Organizations and Memberships

Women in Leadership (regional chapter)

Chamber of commerce: Bay, Saginaw, Midland and Michigan

Chamber of commerce: Ambassador Club: Bay County (2) terms

SHRM (national chapter) VSHRM (regional chapter)

NABIP formerly NAHU (national chapter) MDAHU (regional chapter)

IFEBP (national chapter) ASE (regional chapter)

Rotary Club Bay County mornings

Bay County Board of Commissioners

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

Name: Kathy Niemiec
Address: 1093 N. Carter Rd. ^{Limewood}
48634
Phone: (989) 697-5509
Email: niemieck@baycountymi.gov
Occupation: County Commissioner
Employer: Bay County
Are you a resident of Bay County: YES

Please list your interests and qualifications for the BABHA Board:

Helping others
I have seen first hand the help that has been given to my granddaughter and how she is such a lady. Her (staff) helps her to be independent and she was interviewed for Downs Syndrome month.

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

Date Submitted: Feb 17, 2024



**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 checked="" type="checkbox"/> | <input type="checkbox"/> | 2) I am a county commissioner (limit of 4 commissioners) |
| <input checked="" type="checkbox"/> | <input 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 |
| <p>(If you checked yes to 5, 6, 7 or 8 you cannot be appointed to the BABHA Board)</p> | | |
| <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 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.

Kathy Niemier Feb. 17, 2026
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.

Kathy Niemier Feb. 17, 2026
Signature Date

This release/waiver can be revoked at any time.



Outlook

Application for Appointment to BABHA

From postmaster@netsource-one.net <postmaster@netsource-one.net>

Date Wed 2/18/2026 5:24 PM

To Board Applications <boardapplications@baycountymi.gov>

Name: Jerome Crete

Address: 200 N Powell Rd

CityStateZip: Essexville, MI. 48732

Home Phone: 989-737-8808

Business

Phone::

Occupation: retired

Employer:

Resident?: Yes

How Long?: 60 years

Interests: I have been a board member of BABHA the last three years. I have extensive business and non profit experience including President of the Dow Bay Area Family YMCA, Bay Area Chamber of Commerce Board of directors, Thumb Bank and Trust board of directors and owned and operated ideal Party Store for 40+ years. plus many other non profits over the years.

Other: I have a MBA Central Michigan University
BA Michigan State University
AA Delta College
I have a nephew with autism

Email: jtcrete@yahoo.com

- 1): yes,I am 18 years of age or older (must be 18+)
- 2): yes,I am a county commissioner (limit of 4 commissioners)
- 3): yes,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): yes,I can be identified as a family member of a primary consumer and hereby grant permission to the BABHA Board to identify me as such when asked to do so.



Outlook

Application for Appointment to BABHA

From postmaster@netsource-one.net <postmaster@netsource-one.net>

Date Thu 2/19/2026 11:12 AM

To Board Applications <boardapplications@baycountymi.gov>

Name: Tim Banaszak

Address: 27 River Trail Dr.

CityStateZip: Bay City, MI 48706

Home Phone: 989-501-6565

Business

Phone::

Occupation: Business Owner, Real Estate

Employer: Self Employed

Resident?: Yes

How Long?: Lifetime resident

Interests: I serve as a Bay County Commissioner and Chairman of the Board. I am also an active member of the 9-1-1 Advisory Committee, MBS International Airport Committee, and the Local Emergency Planning Committee (LEPC). I also serve on Michigan Works! Consortium Board, the Sanitary Code Appeals Board, and the Retirement Board. Through the Bay Arenac Behavioral Health Authority (BABHA) I serve as Chairman of the Finance Committee and Chairman of the Bylaws Committee, supporting financial accountability and effective organizational governance. My additional service with BABHA includes membership on the Audit and Corporate Compliance Committees. Through these roles, I have gained broad experience in public governance, financial oversight, regulatory review, and regional collaboration.

Other: During my service as a Board member on Behavioral Health, over the past several years, I have actively advocated with state and local officials to secure services and funding that support behavioral health programs in our community. I am a committed member of BABHA and will continue to pursue additional funding opportunities to strengthen and expand the vital services behavioral health provides to our residents.

I have also worked collaboratively with committee leadership to reorganize meetings and processes to improve efficiency, transparency, and accountability. I would welcome the opportunity to continue serving on BABHA to help fulfill established goals, including achieving cost savings while expanding access to services for the community

Email: tim27mary@aol.com

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

2): yes,I am a county commissioner (limit of 4 commissioners)

- 3): yes,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 family member of a primary consumer and hereby grant permission to the BABHA Board to identify me as such when asked to do so.



Application for Appointment to County Board

From postmaster@netsource-one.net <postmaster@netsource-one.net>

Date Tue 1/27/2026 3:01 PM

To Board Applications <boardapplications@baycountymi.gov>

FieldName: What Board Are You Applying For?
 Board: Region VII Divsion on Aging Advisory Council
 FieldName 1: Name:
 Name: Melvin McNally
 FieldName 2: Address:
 Address: 2081 Fraser Rd
 FieldName 3: City, State, Zip Code:
 City State Zip: Kawkawlin, MI 48631
 FieldName 4: Home Phone:
 Home Phone: 989-717-6454
 FieldName 5: Business Phone:
 Business Phone: 989-684-1055
 FieldName 6: Occupation:
 Occupation: Retired
 FieldName 7: Employer:
 Employer: Dow Chemical
 FieldName 8: Are you a resident of Bay County?
 Resident: Yes
 FieldName 9: How Long?
 Resident How Long: All my life
 FieldName 10: List your interests and qualifications for the above Board or Commission
 Interests: Handy High School
 Delta College
 Four years of school for Dow Chemical
 Previously on Kawkawlin Township Board
 Currently on the Bay Metro Transit Board and attends the Bay County
 Division on Aging
 FieldName 11: List any other information you feel would be pertinent in assisting the
 County Board of Commissioners in their selection.
 Other Info: Region VII, I go to 6 meal sites in Bay County and report to the
 Regional meetings. I have time and enjoy helping others.
 FieldName 12: What is your e-mail address?
 Email: none@gmail.com

NOTICE OF PUBLIC HEARING

Charter Township of Monitor
County of Bay, Michigan

DESIGNATION OF REVISED DOWNTOWN DISTRICT BOUNDARIES
FOR THE MONITOR TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY

TO ALL INTERESTED PERSONS:

PLEASE TAKE NOTICE that the Township Board of the Charter Township of Monitor, Michigan, will hold a public hearing on Monday, March 23, 2026, at 5:00 p.m., prevailing Eastern Time in the Township Hall located at 2483 Midland Road, Bay City, MI 48706, to consider the adoption of an ordinance revising the boundaries of a downtown district of the Monitor Township Downtown Development Authority pursuant to Act 57, Public Acts of Michigan, 2018, as amended.

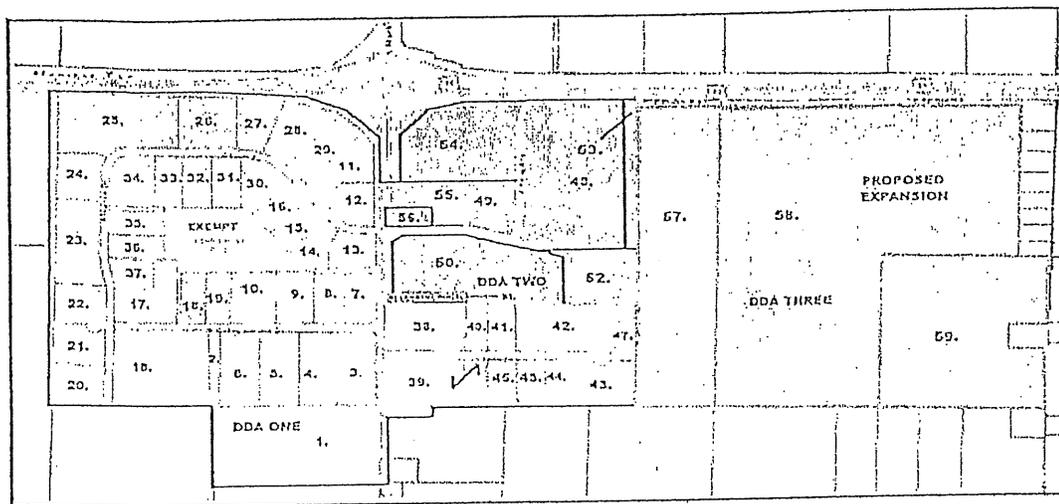
THE PROPOSED ADDITION TO THE DDA DISTRICT WOULD INCLUDE ALL PROPERTY IN
THE FOLLOWING AREA NOT CURRENTLY INCLUDED IN THE DDA DISTRICT
AS SHOWN ON THE MAP BELOW

DDA/ Industrial Park Combined Description:

A parcel of land in part of the North 1/2 of Section 27 and in part of the East 1/2 of Section 28, T.14 N.-R.4 E., Monitor Township, Bay County, Michigan, described as follows: Beginning at a point on the West line of said Section 27 and the East line of said Section 28 at a point which is 736.10 feet, S.00°-52'-10"W. of the Northwest Corner of said Section 27 and the Northeast Corner of said Section 28; thence S.89°-07'-50"E., perpendicular to said West line of Section 27, 90.00 feet to the East line of the MDOT Limited Access Right of Way line; thence N.00°-52'-10"E., on said East Limited Access line, 321.80 feet; thence N.15°-27'-42"E., continuing on said East Limited Access Line, 155.00 feet; thence N.41°-16'-44"E., continuing on said East Limited Access Line, 85.02 feet; thence N.65°-41'-25"E., continuing on said East Limited Access Line, 184.89 feet; thence N.75°-36'-03"E., continuing on said East Limited Access Line, 513.91 feet to the North line of said Section 27; thence N.89°-53'-37"E., on the North line of said Section 27, 1793.63 feet to the North 1/4 corner of said Section 27; thence S.89°-57'-20"E., continuing on said North line of Section 27, 2390.11 feet; thence S.01°-03'-43"W., parallel with the East line of said Section 27, 1321.70 feet; thence S.89°-50'-38"E., 250.00 feet to said East line of Section 27; thence S.01°-03'-43"W., on said East line of Section 27, 605.12 feet; thence N.89°-43'-57"W., 302.03 feet; thence S.01°-03'-43"W., parallel with said East line of Section 27, 180.02 feet; thence S.89°-43'-57"E., 302.03 feet to said East line of Section 27; thence S.01°-03'-43"W., on said East line of Section 27, 537.05 feet to the East 1/4 corner of said Section 27; thence N.89°-43'-57"W., on the East and West 1/4 line of said Section 27, 4881.87 feet; thence S.01°-16'-48"W., parallel with the West line of said Section 27, 100.00 feet; thence N.89°-43'-57"W., parallel with said East and West 1/4 line, 347.00 feet; thence N.01°-16'-48"E., parallel with and 43.00 feet, measured at right angle, East of said West line of Section 27, 100.00 feet to said East and West 1/4 line; thence N.89°-43'-57"W., on said East and West 1/4 line, 43.00 feet to the West 1/4 corner of said Section 27 and the East 1/4 corner of said Section 28; thence S.01°-16'-48"W., on the East line of said Section 28, 648.58 feet; thence N.89°-31'-11"W., 1320.95 feet; thence N.01°-09'-15"E., 643.18 feet to the East and West 1/4 line of said Section 28; thence N.89°-45'-10"W., on said East and West 1/4 line of Section 28, 1322.04 feet to the Center Post of said Section 28; thence N.01°-02'-04"E., on the North and South 1/4 line of said Section 28, 2619.50 feet to the South Limited Access line of Highway US-10 and the North 1/4 corner of said Section 28; thence S.89°-42'-22"E., on said South Limited Access Line and the North line of said Section 28, 1825.58 feet to a point on a 2789.79 foot radius curve to the right; thence Southeasterly on the arc of said curve and continuing on

said South Limited Access Line, 402.87 feet, said arc being subtended by a chord bearing and distance of S.76°-48'-45"E., 402.52 feet; thence S.72°-40'-31"E., continuing on said Limited Access Line, 23.64 feet; thence S.44°-07'-50"E., continuing on said Limited Access Line, 417.73 feet; thence S.00°-52'-10"W., continuing on said Limited Access Line and parallel with said East line of said Section 28, 350.00 feet; thence S.89°-07'-50"E., perpendicular to said East Section line of Section 28, 100.00 feet to said East Section line; thence N.00°-52'-10"E., on said East Section line and said West line of Section 27, 9.50 feet to the point of beginning, containing 481.8 acres of land.

MAP OF PROPOSED DISTRICT, AS EXPANDED



The proposed DDA district, as expanded, will consist of the following parcels:

MAP#	DDA ONE	WEST SIDE #1 - #37	EAST SIDE #38 - #47
	PARCEL ID	NAME	ADDRESS
1	100-028-400-050-01	5300 MACKINAW ROAD LLC	5300 S MACKINAW RD
2	100-028-200-010-02	5300 MACKINAW ROAD LLC	S VALLEY CENTER DR
3	100-V05-000-001-00	CC VIII OPERATION LLC (CHARTER)	1480 S VALLEY CENTER DR
4	100-V05-000-002-00	DICE PROPERTIES LLC	1410 S VALLEY CENTER DR
5	100-V05-000-003-00	CENTRAL MICHIGAN RAILWAY CO	S VALLEY CENTER DR-VAC
6	100-V05-000-004-00	WEIDNER ENT LLC (SUPREME)	1392 S VALLEY CENTER DR
7	100-V05-000-005-00	BAY CITY EDUCATION ASSOC	1483 S VALLEY CENTER DR
8	100-V05-000-006-00	MICHIGAN SUGAR CO	1459 S VALLEY CENTER DR
9	100-V05-000-007-00	AMSA INC	1433 S VALLEY CENTER DR
10	100-V05-000-008-00	WADE TRIM GROUP INC	1403 S VALLEY CENTER DR
11	100-V05-000-001-00	MONITOR TOWNSHIP DDA	STRAITS DR-VAC
12	100-V06-000-002-00	COPOCO CREDIT UNION	1479 STRAITS DR
13	100-V06-000-003-01	MACKINAW COMMERCE CENTER LLC	1484 STRAITS DR
14	100-V06-000-004-01	MACKINAW COMMERCE CENTER LLC	STRAITS DR-VAC
15	100-V06-000-005-00	DETROIT & MACKINAC RAILWAY CO	STRAITS DR-VAC
16	100-V06-000-006-00	ADNIC PROPERTIES LLC	1426 STRAITS DR
17	100-V06-000-008-01	BALDAUF ENT INC (KERKAU)	1321 S VALLEY CENTER DR
18	100-V06-000-009-00	BALDAUF ENT INC (KERKAU)	S VALLEY CENTER DR VAC
19	100-V06-000-010-00	KERKAU MFG CO.	S VALLEY CENTER DR VAC
20	100-V07-000-016-00	KEWEENAW INVESTMENTS	ALLIANCE DR-VAC
21	100-V07-000-017-00	KEWEENAW INVESTMENTS	ALLIANCE DR-VAC
22	100-V07-000-018-00	CF MGMT LLC (NBS)	5160 ALLIANCE DR

23	100-V07-000-019-00	O'BRIEN INVESTMENT LLC (EMCOR)	5154 ALLIANCE DR
24	100-V07-000-020-01	SK SILTRON CSS LLC.	5100 ALLIANCE DR
25	100-V07-000-020-00	SK SILTRON CSS LLC.	1311 STRAITS DR
26	100-V07-000-023-00	SK SILTRON CSS LLC.	STRAITS DR-VAC
27	100-V07-000-024-00	SK SILTRON CSS LLC.	STRAITS DR-VAC
28	100-V07-000-025-00	CORRIGAN WORLDWIDE INC	1411 STRAITS DR
29	100-V07-000-026-00	CORRIGAN WORLDWIDE INC	1411 STRAITS DR
30	100-V07-000-027-00	CATS HOLDING CO LLC (VIRIDIS-NORTH)	1424 STRAITS DR
31	100-V07-000-028-00	BALDAUF ENT INC (KERKAU)	STRAITS DR-VAC
32	100-V07-000-029-00	BALDAUF ENT INC (KERKAU)	STRAITS DR-VAC
33	100-V07-000-030-00	BALDAUF ENT INC (KERKAU)	STRAITS DR-VAC
34	100-V07-000-031-00	BALDAUF ENT INC (KERKAU)	1324 STRAITS DR
35	100-V07-000-032-00	BALDAUF ENT INC (KERKAU)	ALLIANCE DR-VAC
36	100-V07-000-033-00	BALDAUF ENT INC (KERKAU)	ALLIANCE DR-VAC
37	100-V07-000-034-00	BALDAUF ENT INC (KERKAU)	ALLIANCE DR
EXEMPT	100-V06-000-013-01	VCTP - OUTLOT A	S VALLEY CENTER DR
EXEMPT	100-V07-000-034-01	VCTP - OUTLOT B	ALLIANCE DR-VAC
38	100-027-100-010-02	METAL SALES MFG CORP	5209 S MACKINAW RD
39	100-027-100-010-03	RDM PROP LLC (SERVPRO)	5215 S MACKINAW RD
40	100-T02-000-001-00	METAL SALES MFG CORP	TECH DR-Parking Lot
41	100-T02-000-002-00	GRTS LLC (EUCLID IND)	TECH DR
42	100-T02-000-003-00	GRTS LLC (EUCLID IND)	1655 TECH DR
43	100-T02-000-005-00	METRO FABRICATING INC	1650 TECH DR
44	100-T02-000-008-00	V133 LLC (VILLAGE GREEN)	1616 TECH DR
45	100-T02-000-009-00	1566 TECH DR LLC (MONARCH WELDING)	TECH DR
46	100-T02-000-010-00	1566 TECH DR LLC (MONARCH WELDING)	1566 TECH DR
47	100-T02-000-011-00	BAY COUNTY DRAIN COMMISSION	TECH DR CUTLOT
MAP#	DDA TWO	EAST SIDE #48 - #56	
	PARCEL ID	NAME	ADDRESS
48	100-027-100-030-06	NMLI LLC - FABIANO BROS	1885 BEVANDA DR
49	100-027-100-030-07	NMLI LLC - FABIANO BROS	BEVANDA/CALABRIA-VAC
50	100-027-100-030-08	NMLI LLC - FABIANO BROS	BEVANDA DR-VAC
51	100-027-100-020-00	DUANE & SHERRY SYLVESTER	5155 S MACKINAW RD
52	100-027-100-030-09	NMLI LLC - FABIANO BROS	BEVANDA DR-STORM DET
53	100-027-100-030-10	NMLI LLC - FABIANO BROS	BEVANDA DR-STORM DET
54	100-027-100-030-11	NP BC LOGISTICS CTR LLC	1000 CALABRIA AVE
55	100-027-100-040-02	PAXSON OIL CO (MARATHON)	5099 S MACKINAW RD
56	100-027-100-040-03	MCDONALDS USA LLC	5111 S MACKINAW RD
MAP#	DDA THREE	EAST SIDE #57 - #59	
	PARCEL ID	NAME	ADDRESS
57	100-027-100-060-00	JOHN P BURK	1708 E FISHER RD
58	100-027-200-010-01	JOHN P BURK	E FISHER RD - VACANT
59	100-027-200-050-00	JAY G & CAROLA E SCHLATTER TRUST	S FOUR MILE RD-VACANT

At the public hearing, all citizens, taxpayers, and property owners of the Charter Township of Monitor, and an official from a taxing jurisdiction with millage that would be subject to capture, desiring to address the Township Board shall be afforded an opportunity to be heard in regard to the establishment of the authority and the boundaries of the proposed downtown district.

FURTHER INFORMATION may be obtained from the Township Clerk.

This notice is given by order of the Township Board of the Charter Township of Monitor, Michigan.

Linda K. Stewart
Clerk, Charter Township of Monitor

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

At a regular meeting of the Board of Commissioners of the County of Bay, Michigan (the "County"), held on the 17th day of March, 2026.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and seconded by _____.

BOND RESOLUTION

Bay County Capital Improvement Bonds, Series 2026

WHEREAS, the Board of Commissioners of the County of Bay (the "County") previously determined that it is necessary to acquire, construct and finance all or part of the cost of constructing, equipping and furnishing a new public outdoor Community Center pool in the County, including without limitation a splash pad, locker rooms, lounging and deck areas, along with all appurtenances thereto (the "Project"), through the issuance of bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"); and

WHEREAS, notice of the issuance of the bonds as required by Section 517 of Act 34 was published in the *Bay City Times* on September 25, 2025; and

WHEREAS, the total cost of the Project is estimated to be \$8,750,000; and

WHEREAS, the Board of Commissioners has determined to issue bonds and to use the proceeds of the sale of such bonds to finance all or part of the cost of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF BAY:

1. AUTHORIZATION OF BONDS - PURPOSE. Bonds of the County aggregating the principal sum of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) shall be issued and sold for the purpose of defraying all or part of the cost of the Project.

2. BOND DETAILS. The bonds shall be designated “Bay County Capital Improvement Bonds, Series 2026” with such other title or with such additional series designations as may be determined by the Chairman of the Board of Commissioners of the County (the “Authorized Officer”) that the time of sale of the bonds; shall be dated as of the date approved by the Authorized Officer; shall be issued in such aggregate principal amount as determined by the Authorized Officer; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 6.00% per annum as shall be determined by the Authorized Officer; shall be used to pay for such portion of the Project as determined by the Authorized Officer; shall be payable as to interest on such dates as shall be determined by the Authorized Officer; and shall be serial bonds and/or term bonds and mature in such amounts and on such dates and in such years as shall be determined by the Authorized Officer; provided, however, that the final maturity of any series of bonds shall not be later than 20 years after its date of issuance. If requested by the original purchaser of the bonds and determined by the Authorized Officer, the bonds may be issued in the form of a single bond with an exhibit containing the principal maturity amounts and applicable interest rates and due dates.

3. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the bonds to the bond registrar and paying agent as they severally mature or otherwise as determined by the Authorized Officer. Interest shall be paid to the registered owner of each bond as shown on the registration books at the close of business on the fifteenth day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by wire transfer or by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address or otherwise as determined by the Authorized Officer.

4. PRIOR REDEMPTION. The bonds shall be subject to redemption prior to maturity, if so determined by the Authorized Officer at the time of sale, upon such terms and conditions as may be determined by the Authorized Officer.

5. BOND REGISTRAR AND PAYING AGENT. U.S. Bank Trust Company, National Association, Detroit, Michigan is hereby appointed bond registrar and paying agent for the Bonds, and the Authorized Officer may enter into an agreement with such bond registrar and paying agent. The Authorized Officer from time to time may designate, and may enter into an agreement with, a new bond registrar and paying agent for the Bonds, which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan.

6. BOOK-ENTRY SYSTEM. Initially, one fully-registered Bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”) for the benefit of other parties (the “Participants”) in the book-entry-only transfer system of DTC. In the event the County determines that it is in the best interest of the County not to continue the book-entry system of transfer or that the interests of the holders of the bonds might be adversely affected if the book-entry system of transfer is continued, the County may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of certificates evidencing the bonds. In such event, the bond registrar and paying agent shall deliver, transfer and exchange such certificates as requested by DTC and any Participant or “beneficial owner” in appropriate amounts in accordance with this Bond Resolution. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving notice to the County and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the County may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the County shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the County and the bond registrar and paying agent shall be obligated to deliver certificates evidencing the bonds in accordance with the procedures established by this Bond Resolution. In the event such certificates are issued, the provisions of this Bond Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the bond registrar and paying agent to do so, the County

and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the bonds to any Participant having bonds certified to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the bonds.

Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, interest on and redemption premium, if any, on such bonds and all notices with respect to the bonds shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between the County and DTC. The Authorized Officer is authorized to sign such other documents with DTC on behalf of the County, in such form as the Authorized Officer deems necessary or appropriate in order to accomplish the issuance of the bonds in accordance with law and this Bond Resolution. Notwithstanding any other provision of this Bond Resolution to the contrary, if the Authorized Officer deems it to be in the best interests of the County, the bonds or any series thereof shall not initially be issued through the book-entry-only transfer system of DTC.

7. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The bonds shall be executed in the name of the County by the facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent. After the bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the County Treasurer to the original purchaser upon receipt of the purchase price. Additional bonds bearing the facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of the bonds. The bond registrar and paying agent shall indicate on each bond the date of its authentication.

8. EXCHANGE AND TRANSFER OF BONDS. Any bond, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered bond.

Each bond shall be transferable only upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

Upon the exchange or transfer of any bond, the bond registrar and paying agent on behalf of the County shall cancel the surrendered bond and shall authenticate and deliver to the transferee a new bond or bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered bond. If, at the time the bond registrar and paying agent authenticates and delivers a new bond pursuant to this section, payment of interest on the bonds is in default, the bond registrar and paying agent shall endorse upon the new bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____."

The County and the bond registrar and paying agent may deem and treat the person in whose name any bond shall be registered upon the books of the County as the absolute owner of such bond, whether such bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such bond and for all other purposes, and all payments made to any such registered owner, or upon his order, in accordance with the provisions of Section 3 of this Bond Resolution shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of bonds, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The bond registrar and paying agent shall not be required to transfer or exchange Bonds or portions of bonds which have been selected for redemption.

9. FORM OF BONDS. The bonds shall be in substantially the following form:

[Remainder of page intentionally left blank]

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF BAY
BAY COUNTY CAPITAL IMPROVEMENT BONDS, SERIES 2026

INTEREST RATE MATURITY DATE DATE OF ORIGINAL ISSUE CUSIP

Registered Owner

Principal Amount

The County of Bay, State of Michigan (the "County") acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at the corporate trust office of U.S. Bank Trust Company, National Association, Detroit, Michigan, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolutions, and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by wire transfer or by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount from _____, 20__ or such later date through which interest has been paid until the County's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first days of _____ and _____ in each year, commencing on _____, 20___. Principal and interest are payable in lawful money of the United States of America. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This bond is one of a series of bonds aggregating the principal sum of _____ Thousand Dollars (\$_____) issued by the County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 34, Public Acts of 2001, as amended) and a resolution adopted by the Board of Commissioners of the County and an order executed by the Chairman of the Board of Commissioners of the County (collectively, the "Resolutions") for the purpose of defraying part of the cost of acquiring and constructing capital improvements in the County.

The principal of and interest on the bonds are expected to be paid from collections of a millage approved by the electors of the County for the purpose of acquiring and constructing said capital improvements. In addition, the County has irrevocably pledged its full faith and credit for

the prompt payment of the principal of and interest on the bonds as the same become due. The County will be obligated, as a first budget obligation, to advance moneys from its general funds or to levy ad valorem taxes on all taxable property within its corporate boundaries to pay the principal of and interest on the bonds as the same shall become due to the extent that collections of the millage described herein are not sufficient for such purpose; provided, the ability of the County to raise such funds is subject to applicable constitutional limitations on the taxing power of the County.

This bond is transferable, as provided in the Resolutions, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolutions, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds which have been selected for redemption.

MANDATORY PRIOR REDEMPTION

Bonds maturing in the year _____ are subject to mandatory prior redemption at par and accrued interest as follows:

<u>Redemption Date</u>	<u>Principal Amount of Bonds to be Redeemed</u>
------------------------	---

Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.]

OPTIONAL PRIOR REDEMPTION

Bonds maturing prior to _____ 1, 20__, are not subject to optional redemption prior to maturity. Bonds maturing on and after _____ 1, 20__, are subject to redemption prior to maturity at the option of the County, in such order as shall be determined by the County, on any one or more dates on and after _____ 1, 20__. Bonds of a denomination greater than \$5,000 may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption without

premium.

Not less than thirty days but not more than sixty days' notice of redemption shall be given to the registered owners of bonds called to be redeemed by mail to each registered owner at the registered address. Bonds or portions of bonds called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of said County, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Bay, Michigan, by its Board of Commissioners, has caused this bond to be executed in its name by facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

COUNTY OF BAY

By: _____
County Clerk

By: _____
Chairman,
Board of Commissioners

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolutions.

U.S. Bank Trust Company, National Association
Bond Registrar and Paying
Agent

By: _____
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (please print or type name, address and taxpayer identification number of transferee) the within bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

End of Bond Form

10. SECURITY. The principal of and interest on the bonds are expected to be paid from collections of a millage approved by the electors of the County for the purpose of acquiring and constructing said capital improvements. In addition, the County has irrevocably pledged its full faith and credit for the prompt payment of the principal of and interest on the bonds as the same become due. The County will be obligated, as a first budget obligation, to advance moneys from its general funds or to levy ad valorem taxes on all taxable property within its corporate boundaries to pay the principal of and interest on the bonds as the same shall become due to the extent that collections of the millage described herein are not sufficient for such purpose; provided, the ability of the County to raise such funds is subject to applicable constitutional limitations on the taxing power of the County. The proceeds of such taxes (both current and delinquent) shall be deposited as collected into the principal and interest fund established in Section 12 hereof, and until the principal of and the interest on the bonds are paid in full, such proceeds shall be used only for payment of such principal and interest.

11. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the bonds, or any portion thereof, shall have been deposited in trust, this Bond Resolution shall be defeased with respect to such bonds or portion thereof and the owners of such bonds shall have no further rights under this Bond Resolution except to receive payment of the principal of, premium, if any, and interest on such bonds or portion thereof from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

12. PRINCIPAL AND INTEREST FUND. There is hereby established for the bonds a Principal and Interest Fund. From the proceeds of the sale of the bonds there shall be set aside in the Principal and Interest Fund any premium as determined by the Authorized Officer and any accrued interest received from the purchaser of the bonds at the time of delivery of the same. Funds of the County to be used to pay the principal of and interest on the bonds when due shall be placed in the Principal and Interest Fund and so long as the principal of or interest on the bonds shall remain unpaid, no moneys shall be withdrawn from such Principal and Interest Fund except to pay principal

of and interest on the bonds.

13. CONSTRUCTION FUND. The remainder of the proceeds of the sale of the Bonds shall be set aside in a Construction Fund for the Project and used solely to defray all or part of the cost of the Project. Any unexpended balance of the proceeds of the sale of the bonds remaining in the Construction Fund after completion of the Project shall be deposited in the Principal and Interest Fund established in Section 12 hereof.

14. ESTIMATES OF PERIOD OF USEFULNESS AND COST. The estimated period of usefulness of the Project is hereby determined to be not less than twenty (20) years and upwards, and the plans for and the estimated cost of the Project in the amount of \$8,750,000 are hereby approved.

15. APPROVAL OF DEPARTMENT OF TREASURY. The issuance and sale of the bonds shall be subject to permission being granted therefor by the Department of Treasury of the State of Michigan pursuant to Act 34, and the Authorized Officer is authorized and directed, if necessary, to make application to the Department of Treasury for permission to issue and sell the bonds as provided by the terms of this Bond Resolution.

16. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The bonds shall be sold at a competitive sale as hereinafter provided. The Authorized Officer is hereby authorized to approve an Official Notice of Sale for the bonds and publish the same in accordance with law in *The Bond Buyer* at least seven days before the date set for the sale of the bonds. Sealed bids for the purchase of the bonds shall be received up to such time as shall hereafter be determined by the Authorized Officer. Following the receipt of bids for the bonds, the bonds shall be awarded to the successful bidder therefor pursuant to an order to be executed by the Authorized Officer at the time of sale of the bonds, which order shall set forth, with respect to the bonds, the principal amount, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, and purchase price to be paid by the successful bidder, as well as such other terms and provisions as the Authorized Officer determines to be necessary or appropriate in connection with the sale of the bonds. The Authorized Officer is hereby authorized, in consultation with bond counsel and the County's municipal advisor, to waive any nonconformities to the Official Notice of Sale, if determined by the Authorized Officer to be in the best interest of the County and provided that the bid with any such nonconformities otherwise

conforms to the parameters set forth in this Bond Resolution.

The Authorized Officer and other appropriate County officials are authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the bonds in accordance with the provisions of this Bond Resolution. In making determinations in the order awarding the bonds with respect to principal maturities and dates, interest rates, purchase price of the bonds, the Authorized Officer shall be limited as follows:

- (a) The interest rate on any bond shall not exceed 6.00% per annum.
- (b) The purchase price of the bonds shall not be less than 99% of the principal amount thereof.
- (c) The final maturity date of the bonds shall not be later than 20 years after the date of issuance of the bonds.

17. REPLACEMENT OF BONDS. Upon receipt by the Authorized Officer of proof of ownership of an unmatured bond, of satisfactory evidence that the bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the Authorized Officer, the Authorized Officer may authorize the bond registrar and paying agent to deliver a new executed bond to replace the bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured bond is lost, apparently destroyed or wrongfully taken, the Authorized Officer may authorize the bond registrar and paying agent to pay the bond without presentation upon the receipt of the same documentation required for the delivery of a replacement bond. The bond registrar and paying agent, for each new bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any bond delivered pursuant to the provisions of this Section 17 in lieu of any bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the bond in substitution for which such bond was delivered.

18. TAX COVENANT. The County covenants to comply with all applicable requirements of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to assure that the interest on the bonds will be and will remain excludable from gross income for federal

income tax purposes. The Authorized Officer and other appropriate County officials are authorized to do all things necessary (including the making of such covenants of the County as shall be appropriate) to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes.

19. QUALIFIED TAX EXEMPT OBLIGATIONS. If determined by the Authorized Officer at the time of sale, all or part of the bonds may be deemed designated as Qualified Tax Exempt Obligations as described in Section 265(b)(3)(B) of the Code.

20. OFFICIAL STATEMENT. The Authorized Officer is authorized to cause the preparation of an official statement or other offering document for the bonds for the purpose of enabling compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule"), and to do all other things necessary to enable compliance with the Rule. After the award of the bonds, the County will provide copies of a "final official statement" (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the successful bidders to enable such successful bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

21. CONTINUING DISCLOSURE. The County Treasurer is hereby authorized, if necessary, to execute and deliver in the name and on behalf of the County (i) one or more certificates of the County to comply with the requirements for a continuing disclosure undertaking of the County pursuant to subsection (b)(5) of the Rule and (ii) amendments to such certificate(s) from time to time in accordance with the terms of such certificate(s) (the certificate(s) and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.

22. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION ADOPTED.

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

BY: COMMITTEE OF THE WHOLE (3/10/2026)

WHEREAS, The Bay County Board of Commissioners recognizes the importance of redeveloping underutilized, blighted, and environmentally contaminated properties to support economic growth, housing development, and community revitalization; and

WHEREAS, Brownfield redevelopment programs provide critical tools that allow communities to remediate contaminated properties and return them to productive use while protecting public health and the environment; and

WHEREAS, These programs have supported successful redevelopment efforts in Bay County, including projects along the Bay City riverfront and other former industrial sites that have been transformed into housing, commercial space, and community assets; and

WHEREAS, Brownfield redevelopment efforts in Bay County have helped attract hundreds of millions of dollars in private investment, create jobs, and support the development of new housing through the cleanup and reuse of formerly contaminated properties; and

WHEREAS, Michigan House Bill 5286 (2025–2026) proposes updates to Michigan’s brownfield redevelopment framework to expand tools and funding mechanisms that support environmental cleanup and site redevelopment; and

WHEREAS, Strengthening these programs will help communities like Bay County continue revitalizing legacy industrial sites, promoting economic development, and encouraging investment in existing communities; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners expresses its support for Michigan House Bill 5286 and the continued strengthening of state programs that assist local communities in remediating and redeveloping brownfield properties; Be It Further

RESOLVED That copies of this resolution be transmitted to members of the Bay County legislative delegation and leadership of the Michigan House of Representatives and Michigan Senate encouraging their support of this legislation.

JEROME CRETE, CHAIR
AND COMMITTEE

Board of Commissioners - Support of Michigan House Bill 5286 (2025–2026) Supporting Brownfield Redevelopment and Environmental Cleanup Programs

MOVED BY COMM. _____
SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				LARRY BESON				JEROME CRETE			
TIM BANASZAK				CHRISTOPHER T. RUPP							
VAUGHN J. BEGICK				JESSE DOCKETT							

VOTE TOTALS:
 ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___
 VOICE: YEAS ___ NAYS ___ EXCUSED ___
 DISPOSITION: ADOPTED ___ DEFEATED ___ WITHDRAWN ___
 AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

- BY:** COMMITTEE OF THE WHOLE (3/10/2026)
- WHEREAS,** Bay County 911 Central Dispatch currently conducts quality assurance through manual review of a limited sample of calls, a process that is time intensive and does not allow for comprehensive review of all calls or real time insight into performance trends; and
- WHEREAS,** The current system does not provide automated transcription, real time call summarization, keyword flagging, translation services, or automated protocol validation tools for calltakers or supervisors; and
- WHEREAS,** 911 Central Dispatch is requesting approval to enter into an agreement with Axon Enterprise, Inc. for the Prepared Assistive Call Taking platform with Automated Quality Assurance for a term of July 1, 2026 through December 31, 2031, totaling 66 months; and
- WHEREAS,** The proposed Assistive Call Taking platform provides real time transcription and translation in more than 30 languages, instant call summaries, keyword flagging, and supervisor visibility into active calls. The Automated Quality Assurance component evaluates calls against established protocols, flags potential compliance issues, and allows supervisors to review transcripts, summaries, audio, and QA forms within a unified interface; and
- WHEREAS,** Together, these tools improve documentation accuracy, reduce call processing time, enhance supervisory oversight, and support consistent protocol adherence across all calls. The system integrates with existing infrastructure and is deployed as a cloud based service; and
- WHEREAS,** The discounted annual cost for Assistive Call Taking with Automated Quality Assurance is \$61,398, with an estimated one-time implementation cost of approximately \$2,000. The initial July 1, 2026, payment would be \$30,699; and
- WHEREAS,** The first year of the agreement would be supported through available 911 fund balance. Beginning in the 2027 budget cycle, the annual cost would be incorporated into the 911 Central Dispatch operating budget supported by the 911 millage; Therefore, Be It
- RESOLVED** That the Bay County Board of Commissioners approves a budget adjustment in an amount not to exceed \$32,669 for the purchase of Assistive Call Taking with Automated Quality Assurance, with funding to come from the 911 Fund Balance; Be It Further
- RESOLVED** That the Bay County Board of Commissioners approves an Agreement between Axon Enterprise, Inc. and Bay County (911 Central Dispatch) for the Prepared Assistive Call Taking platform with Automated Quality Assurance for the term of July 1, 2026, through December 31, 2031; Be It Further
- RESOLVED** That the Chairman of the Board is authorized to execute said Agreement and related documents on behalf of Bay County, following Corporation Counsel review and approval; Be It Further

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

JEROME CRETE, CHAIR
AND COMMITTEE

911 Central Dispatch - Axon Enterprise, Inc Agreement for Assitive Call Taking 2026-2031

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				LARRY BESON				JEROME CRETE			
TIM BANASZAK				CHRISTOPHER T. RUPP							
VAUGHN J. BEGICK				JESSE DOCKETT							

VOTE TOTALS:

ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___

VOICE: YEAS ___ NAYS ___ EXCUSED ___

DISPOSITION: ADOPTED ___ DEFEATED ___ WITHDRAWN ___

AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

BY: COMMITTEE OF THE WHOLE (3/10/2026)

WHEREAS, Bay County 911’s radio dispatch system serves as the technological backbone for coordinating emergency response efforts among all public safety agencies within Bay County; and

WHEREAS, Given the essential nature of uninterrupted communication during emergency incidents, the infrastructure supporting these operations must remain stable, secure, and well maintained; and

WHEREAS, Motorola Solutions provides the specialized technical services and system expertise necessary to maintain optimal performance of the ASTRO radio platform. Approval of an agreement would continue Bay County’s longstanding relationship with Motorola, aligning with best practices in mission-critical system maintenance and cybersecurity; and

WHEREAS, Although the contract format has been streamlined, all core services, such as remote technical support, cybersecurity updates, hardware repair, preventive maintenance, and onsite field response, remain fully included under Motorola’s Essential Plus Package; and

WHEREAS, The total cost for the one-year Motorola Solutions Service Agreement is \$21,570.97. This amount is budgeted within the approved 911 Central Dispatch operational budget for Fiscal Year 2026; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners approves the one-year service Agreement with Motorola Solutions in the amount of \$21,570.97, for continued support of the 911 Central Dispatch radio dispatch system, with funding allocated from the 911 Central Dispatch Budget for 2026; Be It Further

RESOLVED That the Chairman of the Board is authorized to execute any documents related to this Agreement following Corporation Counsel review and approval; Be It Finally

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

JEROME CRETE, CHAIR
AND COMMITTEE

911 Central Dispatch - Motorola Solutions Service Agreement 2026-2027

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				LARRY BESON				JEROME CRETE			
TIM BANASZAK				CHRISTOPHER T. RUPP							
VAUGHN J. BEGICK				JESSE DOCKETT							

VOTE TOTALS:

ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___

VOICE: YEAS ___ NAYS ___ EXCUSED ___

DISPOSITION: ADOPTED ___ DEFEATED ___ WITHDRAWN ___

AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

BY: COMMITTEE OF THE WHOLE (3/10/2026)

WHEREAS, Bay County 911 Central Dispatch is requesting authorization for Assistant Director Brent Rubis to attend the Tyler Connect 2026 Conference, scheduled for April 7–10, 2026, in Las Vegas, Nevada; and

WHEREAS, Tyler Connect is Tyler Technologies’ annual user conference focused on New World Public Safety solutions, including CAD, Mobile, Records, Jail, and Enterprise platform development; and

WHEREAS, The conference provides product updates, implementation planning guidance, technical sessions, and direct access to Tyler development and support staff; and

WHEREAS, Mr. Rubis has attended the previous five Tyler Connect conferences and serves as our primary operational lead for CAD, system configuration, and vendor coordination. Continued attendance ensures continuity of knowledge, direct engagement with Tyler development teams, and early awareness of platform changes that may impact Bay County 911 operations; and

WHEREAS, Bay County 911 participates in Tyler’s Planned Annual Continuing Education (PACE) program. As part of our existing PACE agreement, Bay County receives two full conference registrations at no additional cost. The conference registration fee is fully covered under our current contract; and

WHEREAS, Although the 2026 budget originally allowed for up to three attendees, we are requesting approval for only one attendee this year; and

WHEREAS, Conference registration is fully covered under the PACE agreement. Anticipated expenses are limited to airfare, lodging, and per diem and will be funded within the approved 911 Central Dispatch budget; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners hereby approves Assistant Director Brent Rubis to attend the Tyler Connect 2026 Conference in Las Vegas, Nevada, from April 7 through April 10, 2026, with expenses for travel, lodging, and per diem to be paid from the approved 2026 911 Central Dispatch budget; Be It Further

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

JEROME CRETE, CHAIR
AND COMMITTEE

911 Central Dispatch – Travel Request to attend Tyler Connect 2026 Conference

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				LARRY BESON				JEROME CRETE			
TIM BANASZAK				CHRISTOPHER T. RUPP							
VAUGHN J. BEGICK				JESSE DOCKETT							

VOTE TOTALS:

ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___

VOICE: YEAS ___ NAYS ___ EXCUSED ___

DISPOSITION: ADOPTED ___ DEFEATED ___ WITHDRAWN ___

AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

- BY: COMMITTEE OF THE WHOLE (3/10/2026)
- WHEREAS, On November 18, 2025, the Bay County Board of Commissioners, pursuant to Resolution 2025-232 authorized \$360,000.00 of the Opioid Settlement Funds to be used by Bay County Community Corrections to cover the cost of up to 100 placements into TRICAP for treatment or a similar facility; and
- WHEREAS, In addition to grant funding received through the Michigan Department of Corrections Grant Program for FY 2026, the Opioid Settlement Funds will allow Bay County Community Corrections to provide services for those struggling with opioid and methamphetamine addiction; and
- WHEREAS, These services will further assist in lowering recidivism and the jail population while providing valuable drug treatment; and
- WHEREAS, Pursuant to the allocation of the Opioid Settlement Funds, Bay County Community Corrections is seeking authorization to enter into a service agreement with SMB Probation Center d/b/a TRICAP, INC for the Opioid Meth Specific Program; and
- WHEREAS, There is no financial impact to Bay County because the service contract will be paid for through the Opioid Settlement Funds awarded to Bay County Community Corrections. Further, the service contract with TRICAP provides for contract termination once the Opioid Settlement funds have been utilized; Therefore, Be It
- RESOLVED That the Bay County Board of Commissioners approves the Agreement between Bay County (Community Corrections) and SMB Program, doing business as TRICAP, Inc, for the Opioid Meth Specific Program; Be It Further
- RESOLVED That the Chaiman of the Board is authorized to execute the service Agreements on behalf of Bay County following Corporation Counsel review and approval; Be It Further
- RESOLVEED That the grant applicant/recipient departments are required to work simultaneously 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 not be absorbed by the County; furthermore, the department is expressly prohibited from reallocating, modifying, or absorbing the position(s) into any new cost-share or funding allocation without prior approval of the Board of Commissioners; Be It Finally
- RESOLVED That related budget adjustments, if required, are approved.

JEROME CRETE, CHAIR
AND COMMITTEE

Courts/Community Corrections – Vendor Agreement with TRICAP Inc.

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				LARRY BESON				JEROME CRETE			
TIM BANASZAK				CHRISTOPHER T. RUPP							
VAUGHN J. BEGICK				JESSE DOCKETT							

VOTE TOTALS:

ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___

VOICE: YEAS ___ NAYS ___ EXCUSED ___

DISPOSITION: ADOPTED ___ DEFEATED ___ WITHDRAWN ___

AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

BY: COMMITTEE OF THE WHOLE (3/10/2026)
 WHEREAS, Since 2019, Dr. Patrick Cho has served as Forensic Pathologist for Bay County, providing efficient and well maintained forensic pathology services in a diligent and professional manner; and
 WHEREAS, Dr. Cho has indicated that the costs associated with performing autopsies have increased due to inflation and related operational expenses; and
 WHEREAS, The current rate of \$1,200 per autopsy has remained unchanged since his last contract; and
 WHEREAS, Dr. Cho has requested an increase in the autopsy rate to \$1,600 per autopsy for the remainder of the current year and proposes an increase to \$1,800 per autopsy effective January 1, 2027; and
 WHEREAS, Dr. Cho’s current contract expires on July 1, 2027; and
 WHEREAS, The proposed increase requested fits within the already budgeted funds for autopsies in the current year’s budget, given that the number of autopsies does not dramatically increase over the prior years; Therefore, Be It
 RESOLVED That the Bay County Board of Commissioners approves the amendment to the contract with Dr. Patrick Cho to increase the autopsy rate to \$1,600 per autopsy for the remainder of the current year and to \$1,800 per autopsy effective January 1, 2027; Be It Further
 RESOLVED That the Chairman of the Board is authorized to execute the amendment as well as any necessary budget adjustments and any vendor contracts related to the execution of the proposed agreement following Corporation Counsel review and approval; Be It Finally
 RESOLVED That related budget adjustments, if required, are approved.

JEROME CRETE, CHAIR
 AND COMMITTEE

Health Department - Amendment to Contract for Forensic Pathology Services with Dr. Patrick Cho

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				LARRY BESON				JEROME CRETE			
TIM BANASZAK				CHRISTOPHER T. RUPP							
VAUGHN J. BEGICK				JESSE DOCKETT							

VOTE TOTALS:

ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___

VOICE: YEAS ___ NAYS ___ EXCUSED ___

DISPOSITION: ADOPTED ___ DEFEATED ___ WITHDRAWN ___

AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

- BY:** COMMITTEE OF THE WHOLE (3/10/2026)
- WHEREAS,** The State of Michigan updated its statutes for Solid Waste Management planning early in 2023 to include Materials Management planning (MMP), with the goal of diverting recyclable and reusable materials from landfills; and
- WHEREAS,** Bay County filed its Notice of Intent with the State of Michigan in July of 2024 to serve as the organization that will complete a Materials Management Plan and designated the Department of Environmental Affairs and Community Development to serve as its Designated Planning Agency (DPA) on behalf of Bay County; and
- WHEREAS,** In 2025, Bay County appointed a Materials Management Planning Committee, authorized submission of an annual “Work Program”, and received an initial Round 1 MMP grant from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) in the amount of \$111,928.00; and
- WHEREAS,** The funding included budget lines for Bay County staff and professional services with Bay City and consultants for grant reimbursement of MMP-related work. The grant agreement was fully executed and in place by February 2026, with an expiration date of mid-December 2026; and
- WHEREAS,** In early February 2026, Bay County was notified that EGLE has made additional funding available to counties, up to the same amount as previously authorized by the Board of Commissioners in September 2025; and
- WHEREAS,** New funding will be provided through an amendment to the existing grant agreement with EGLE, and the grant agreement will be extended through July of 2027. Similar as before, no matching contribution is required from Bay County to receive additional grant funding from EGLE; and
- WHEREAS,** Securing additional Round 2 funding is necessary to increase the capacity required to complete the Materials Management Plan, including professional service agreements and consultant services with subject matter expertise, as well as reimbursement eligible staffing and administrative costs; and
- WHEREAS,** Timely completion of the Materials Management Plan by July 2027 is required by state statute and will establish long term goals and objectives for materials management in Bay County; Therefore, Be It
- RESOLVED** That the Bay County Board of Commissioners authorizes the Environmental Affairs and Community Development Department as Bay County’s Designated Planning Agency to apply for and accept additional Materials Management Grant funding from Michigan Department of Environment, Great Lakes and Energy; Be It Further
- RESOLVED** That the Bay County Department of Environmental Affairs and Community Development, as the Designated Planning Agency, is authorized to make any necessary adjustments or amendments to the grant agreement, including adjustments to the existing grant or departmental budgets as required by or in coordination with Bay

County, the Materials Management Planning Committee and the Michigan Department of Environment, Great Lakes, and Energy (EGLE); Be It Further

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

RESOLVED That the grant applicant/recipient departments are required to work simultaneously 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 not be absorbed by the County; furthermore, the department is expressly prohibited from reallocating, modifying, or absorbing the position(s) into any new cost-share or funding allocation without prior approval of the Board of Commissioners; Be It Further

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

JEROME CRETE, CHAIR
AND COMMITTEE

Environmental Affairs & Community Development – Additional EGLE Funding for Materials Management Planning

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				LARRY BESON				JEROME CRETE			
TIM BANASZAK				CHRISTOPHER T. RUPP							
VAUGHN J. BEGICK				JESSE DOCKETT							

VOTE TOTALS:

ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___

VOICE: YEAS ___ NAYS ___ EXCUSED ___

DISPOSITION: ADOPTED ___ DEFEATED ___ WITHDRAWN ___

AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

BY: COMMITTEE OF THE WHOLE (3/10/2026)
 WHEREAS, Bay County has a long history of providing maintenance of the softball fields at Veteran’s Memorial Park; and
 WHEREAS, A renewal of the Softball Field Maintenance Agreement with the Bay Softball Association is requested; and
 WHEREAS, The Bay Softball Association reimburses Bay County for all costs associated with the maintenance performed at the softball fields each year. These responsibilities may include items such as lawn maintenance, chalking, dragging, fence, and bleacher repair at the request of the softball association; and
 WHEREAS, The previous agreement with the Bay Softball Association expired after the 2025 season. A new one-year agreement, with the option to renew for up to two additional years (for a total of three (3) years) if all parties meet the terms, is requested. It is recommended that indirect costs remain at 10% of the total bill; and
 WHEREAS, The Bay Softball Association will reimburse Bay County for costs associated with the maintenance of the softball fields; Therefore, Be It
 RESOLVED That the Bay County Board of Commissioners approves the Softball Field Maintenance Agreement between Bay County (Recreation & Facilities) and the Bay Softball Association for a period of one (1) year with the ability to renew up to a total of three (3) years with an indirect cost of 10%; Be It Further
 RESOLVED That the Chairman of the Board is authorized to execute said Agreement on behalf of Bay County following Corporation Counsel review and approval; Be It Finally
 RESOLVED The related budget adjustments, if required, are approved.

JEROME CRETE, CHAIR
 AND COMMITTEE

Recreation & Facilities - Softball Field Maintenance Agreement with the Bay Softball Association 2026

MOVED BY COMM. _____
 SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				LARRY BESON				JEROME CRETE			
TIM BANASZAK				CHRISTOPHER T. RUPP							
VAUGHN J. BEGICK				JESSE DOCKETT							

VOTE TOTALS:
 ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___
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 DISPOSITION: ADOPTED ___ DEFEATED ___ WITHDRAWN ___
 AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

BY: COMMITTEE OF THE WHOLE (3/10/2026)
 WHEREAS, As Bay County continues efforts to modernize and streamline the employee onboarding process, concerns have emerged regarding the usability and efficiency of the current system; and
 WHEREAS, The Bay County Personnel Department alongside ISD have been working diligently for over two years to implement the onboarding solution currently offered within the Bay County’s ERP system; and
 WHEREAS, Feedback indicates that the existing onboarding forms are not intuitive for end users, particularly given the wide range of technology comfort levels among new hires; and
 WHEREAS, As a result, staff may need to assist employees in person, increasing administrative workload and reducing the intended efficiency gains; and
 WHEREAS, These challenges were highlighted during recent internal discussions about the onboarding process, where it was noted that exploring competitive options would allow Bay County to make a fully informed decision about whether to retain the current system or transition to a more user-friendly solution; and
 WHEREAS, Such request aligns with our ongoing efforts to ensure operational efficiency and deliver high-quality services to both employees and departments; Therefore, Be It
 RESOLVED That the Bay County Board of Commissioner approves the release of a Request for Proposal (RFP) for an Onboarding Software Solution in accordance with Bay County’s Purchasing Policy.

JEROME CRETE, CHAIR
 AND COMMITTEE

Personnel – Release of RFP for Onboarding Software Solution

MOVED BY COMM. _____
 SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				LARRY BESON				JEROME CRETE			
TIM BANASZAK				CHRISTOPHER T. RUPP							
VAUGHN J. BEGICK				JESSE DOCKETT							

VOTE TOTALS:

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 DISPOSITION: ADOPTED___ DEFEATED___ WITHDRAWN___
 AMENDED___ CORRECTED___ REFERRED___ NO ACTION TAKEN___

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

BY: COMMITTEE OF THE WHOLE (3/10/2026)
 WHEREAS, The Bay County Director of Recreation & Facilities has submitted a request to post and fill a new full-time position of Community Center Coordinator for the Bay County Community Center; and
 WHEREAS, The Bay County Community Center is currently operating with one full-time manager assigned to the AM shift, one full-time custodian assigned to the PM shift, and one to two part-time variable hour weekend attendants, while maintaining building operations from 8:00 a.m. to 11:00 p.m., Monday through Friday, and on weekends as scheduled events dictate; and
 WHEREAS, The facility is critically understaffed given its hours of operation and programming demands; and
 WHEREAS, The proposed new position will be classified as PB04 with wages of \$21.84/hour hire progressing to \$24.61/hour after 3 years. This is a new position and has not been budgeted. A budget adjustment for this position will be necessary as well as funds allocated for a computer, equipment, and supplies; Therefore, Be It
 RESOLVED That the Bay County Board of Commissioners approves the creation of a Full Time Community Center Coordinator position and authorizes a budget adjustment in the amount of \$88,351 for the 2026 cost of wages and fringe benefits, computer, equipment, and supplies associated with the new PB04 position, with funding to be allocated from the General Fund Fund Balance; Be It Further
 RESOLVED That related budget adjustments, if required, are approved.

JEROME CRETE, CHAIR
 AND COMMITTEE

Personnel/Recreation & Facilities - Full-Time Community Center Coordinator Position

MOVED BY COMM. _____
 SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				LARRY BESON				JEROME CRETE			
TIM BANASZAK				CHRISTOPHER T. RUPP							
VAUGHN J. BEGICK				JESSE DOCKETT							

VOTE TOTALS:

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 AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

BY: COMMITTEE OF THE WHOLE (3/10/2026)
 WHEREAS, The Bay County Personnel Policy covers, in part, employees who are not otherwise included in a collective bargaining agreement; and
 WHEREAS, Periodic review of the Personnel Policy is necessary to make updates due to changes in processes, legislation or benefits; and
 WHEREAS, Such review often happens subsequent to a negotiation year to align legislative changes and certain benefits of covered employees to those of represented employees; and
 WHEREAS, There is no cost increase to make the recommended changes attached; Therefore, Be It
 RESOLVED That the Bay County Board of Commissioners hereby adopts the attached revised Bay County Personnel Policy, to take immediate effect; Be It Further
 RESOLVED That related budget adjustments, if required, are approved.

JEROME CRETE, CHAIR
 AND COMMITTEE

Personnel – Revised Personnel Policy 2026

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				LARRY BESON				JEROME CRETE			
TIM BANASZAK				CHRISTOPHER T. RUPP							
VAUGHN J. BEGICK				JESSE DOCKETT							

VOTE TOTALS:

ROLL CALL: YEAS___ NAYS___ EXCUSED___

VOICE: YEAS___ NAYS___ EXCUSED___

DISPOSITION: ADOPTED___ DEFEATED___ WITHDRAWN___

AMENDED___ CORRECTED___ REFERRED___ NO ACTION TAKEN___

BAY COUNTY PERSONNEL POLICY

Adopted: November 9, 1977

Revised: January 1, 1996
Resolution #95-396

Revised: April 14, 1998
Resolution #98-088

Revised: August 10, 1999
Resolution #99-237

Revised: April 8, 2014
Resolution #14-66

Revised: September 20, 2016
Resolution #2016-233

Revised: February 14, 2017
Resolution #2017-42

Revised November 15, 2022
Resolution #2022-241

BAY COUNTY BOARD OF COMMISSIONERS

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Personnel related policies are incorporated by reference, as well as any other policies which may be adopted or amended by the Board of Commissioners. Policies are available in the Personnel Department and are part of the employment packet.

RULE 1

PURPOSE AND AUTHORITY

- 1.1 Purpose and Intent. It is the purpose of these rules and regulations to establish a uniform system for personnel administration that will improve the quality and efficiency of service. This personnel policy is applicable to non-union personnel employed by Bay County (herein after sometimes referred to as "County" or "Employer" or "County Board"). It is not applicable to any employee or group of employees which is now or shall hereafter be included in a union bargaining unit or covered under a collective bargaining agreement, and is applicable to employees of the circuit, district, and probate Courts to the extent specified by Michigan Supreme Court Administrative Order No. 1998-5 as amended. Further, this personnel policy is not applicable to any elected positions, except as otherwise noted under Rule 27.

It is also the purpose and intent of this policy to act as an informational outline of benefits that Bay County intends to extend to some of its employees. This policy should not be construed as creating a contract between the Employer and any of the applicable employees. The interpretation and operation of the benefits noted herein are within the sole discretion of the Employer. Benefits outlined in this document may be added to, expanded, reduced, deleted or otherwise modified by the Bay County Board of Commissioners and any such modifications in the policy shall be solely within the discretion of the County Board. The Employer reserves and retains, solely and exclusively, all rights to manage and operate its affairs and neither the constitutional nor the statutory rights, duties and obligations of the Employer shall in any way whatsoever be abridged by the terms of this policy.

No person or representative of the Employer, other than the County Board of Commissioners, has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the provisions contained herein. Employees governed by this policy may be terminated only for cause, the procedure for which is set forth in Rule 12, Section 12.6. An employee cannot rely upon custom or prior practice. The fact that these policies may have been applied differently in the past does not affect their current or future enforcement.

- 1.2 Severability. If any section of these rules shall be held in conflict with any Federal, State, or local laws or regulations, such provisions shall be controlling for positions covered by this policy, and shall not affect the enforceability of any remaining section of this policy.
- 1.3 Organization and Administration. The Board of Commissioners may authorize the appointment of a Director of Personnel and Employee Relations to administer these rules and regulations.
- 1.4 Appointing Authority. An Appointing Authority is the head of a department, a person or group of persons who has or who have the power

by law, ordinance, or lawfully delegated authority to make appointments to positions in the County Service.

- 1.5 Department Head. A department head is an elected or appointed official who heads a recognized department.
- 1.6 Wages, Salary, and Benefits. No department head shall add to or otherwise increase the wages, salaries or benefits contained in this policy.

RULE 2

EQUAL EMPLOYMENT OPPORTUNITY

- 2.1 Policy. It is the policy of Bay County to pursue equal employment opportunity regardless of height, weight, political or religious affiliations, race, color, sex, disability, familial status, sexual orientation, gender identity, national origin, or other protected classification set forth by law in our relationship with applications for employment, employees of Bay County and the public.
- 2.2 Complaint Procedure. An employee who feels he or she has been the subject of prohibited discrimination may file a complaint and appeal in accordance with the Non-Discrimination Policy (see enclosure).
- 2.3 The County will not enter into collective bargaining agreements after the effective date of this revision to the Personnel Policy with any labor organization or employment agency which discriminates against any person on the basis of height, weight, political or religious affiliations, race, color, sex, disability, familial status, sexual orientation, gender identity, national origin, or other protected classification.
- 2.4 Nothing in this policy shall require the construction or provision of unisex, single user restrooms, changing rooms, locker rooms, or shower facilities nor effect policy regarding the use of restroom, changing rooms, locker rooms or shower facilities.
- 2.5 No county employee shall coerce, threaten, or retaliate against a person for making a complaint or assisting in the investigation regarding a violation or alleged violation of the Policy, nor require, request, conspire with, assist or coerce another person to retaliate against a person for making a complaint or assisting in an investigation.
- 2.6 Any employee of the County found guilty of violating this policy following the investigation of a formal complaint conducted by the Director of Personnel and the head of the department to which the employee is or was assigned shall be subject to discipline up to and including termination.

RULE 3

AMERICANS WITH DISABILITIES ACT AMENDMENTS ACT

- 3.1 Coverage. The employer and employees are covered by the Americans with Disabilities Act Amendments Act (ADAAA). Any inquiries regarding the ADAAA and its application should be directed to Corporation Counsel.

RULE 4

ASSIGNMENT TO SALARY STEP

- 4.1 Assignment. New hires shall be placed at the entry level step in the salary range. Should a department head experience substantial difficulty in recruiting qualified applicants for a vacant position, the department head may petition the ~~Personnel/Human Services~~ Committee of the Whole, and request that the committee approve placing a new hire at a higher step in the salary range or approve offering a sign-on bonus or temporary retention bonus; however the Board of Commissioners makes the final decision.

RULE 5

POLITICAL ACTIVITY

Employees working in federally grant-aided programs are subject to the provisions of the Federal program and/or the prohibitions under the Federal Hatch Act as amended.

RULE 6

HOURS OF WORK

- 6.1 Office Hours. County offices shall be open for the transaction of business Monday through Friday of each week, from 8:00 a.m. until 5:00 p.m., except as changed from time to time by the County Executive. Exempted are departments requiring shift work.
- 6.2 Work Week. The basic week, normally, for full-time employment shall be forty (40) hours per week. Nothing in this policy shall be construed to guarantee a minimum amount of work hours per week.
- 6.3 Lunch Periods and Rest Periods. Each full-time employee shall be allowed a one-hour (1) lunch period and two (2) fifteen minute rest periods daily. Lunch periods and rest periods shall be staggered so as not to curtail services to the public. Rest periods shall be considered as working time and may not be added to the lunch period or accumulated in any manner. Breaks not taken shall not accumulate.
- 6.4 Shift Schedules. Shift schedules shall be subject to review and final approval of the elected official or department head.

RULE 7
HOLIDAYS

7.1 Holidays. The following holidays are recognized by the County:

New Year's Eve	New Year's Day
Veterans Day	Martin Luther King Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	Three Personal Holidays
Labor Day	

7.2 Compensation. Each regular full-time employee shall be paid for holidays at his or her regular rate of pay.

7.3 Alternate Days. Whenever one of the designated holidays falls on a Sunday it shall be observed on the following Monday; if the holiday falls on a Saturday, it shall be observed on the preceding Friday, except those departments that maintain a seven (7) day per week schedule.

7.4 Personal Holidays. Personal holidays are accrued on a pro-rata basis and shall be taken in the calendar year earned or they will be forfeited. In the case of severance, personal holidays shall be computed on the basis of one (1) personal holiday for every four (4) months worked in that calendar year.

RULE 8
VACATIONS

8.1 Rate of Accrual. Regular full-time employees shall receive up to two (2) weeks' vacation the first year and four (4) weeks thereafter. One (1) additional week will be earned after ten (10) years of service. If an employee is hired at a level higher than the starting rate of the classification, he or she is not exempt from this rule.

8.2 Administration. The department head must approve all vacation schedules. While every effort will be made to approve schedules as requested, department heads will arrange schedules so that there will be no need for temporary increases in personnel.

8.3 Request for Vacation Leave. Each employee shall be responsible for

giving a signed request for vacation leave to the supervisor prior to the leave period.

8.4 Holidays. If a recognized holiday falls within a vacation period, it will not be considered as a vacation day.

8.5 Leave of Absence. Vacation leave shall not accrue during an employee's unpaid leave of absence or suspension.

~~8.6 Waiting Period. Paid vacation leave shall not be permitted during an employee's first 6 months of continuous service. After completion of the 6 month period the employee shall be entitled to the number of days accrued from the date of employment through the end of the month prior to the desired vacation. If there are compelling or unusual circumstances, the Department Head and the Director of Personnel may authorize the use of vacation days prior to the expiration of the six months, up to the accrual amount prior to the requested time off.~~

8.7 Separation. Upon separation from County service, an employee will be paid for unused accrued vacation. Compensation for unused vacation leave will be paid at the rate prevailing on the employee's last work day. ~~The estate of an employee who dies while employed by the County shall, upon death of th employee, be paid for his/her unused vacation leave on record at the time of death.~~

8.8 Employees who have in excess of 30 vacation days accumulated as of December 31 of each year shall be paid for all days in excess of 30 days, not to exceed the equivalent of six (6) days' pay. Pay will be computed at the rate applicable as of December 31 of that year. No more than thirty (30) vacation days may be carried over from one year to another. If not taken, vacation days over thirty (30) shall be forfeited, except as noted above.

RULE 9

SICK LEAVE

9.1 Rate of Accrual. Regular full-time employees shall accrue 1 day of sick leave for each month of service. (A month of service is completed when an employee works ~~11 days~~ 24 hours in any one month.)

9.2 Request for Sick Leave. Employees who cannot report to work shall, at or before their scheduled starting time, notify their supervisor. Failure to timely notify the supervisor may be cause for denial of sick leave pay and/or discipline. Employees shall be responsible for giving a signed sick leave form to their supervisor upon their return to work. Should an illness keep the employee out of work for more than three (3) days or should sick leave be utilized more than three (3) times in any twelve (12) month period, the supervisor may obtain medical substantiation of the illness. Sick leave shall not be viewed as an entitlement.

~~9.3 Administration. Sick leave is allowed when an employee is too ill or disabled to work satisfactorily or safely. Sick leave may be utilized for appointments with a medical professional.~~

~~9.4 — **Family Sickness Clause.** An employee may use up to ten (10) days of accumulated sick leave per year for serious illness in their immediate family, as follows: Parent, child, husband, wife or sibling.~~

9.3 Eligible Use

- *Eligible employees mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of the eligible employees mental or physical illness, injury, or health condition; or preventative medical care for eligible employees.*
- *Eligible employees family member mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of the eligible employees family member mental or physical illness, injury, or health condition; or preventative medical care for family member of eligible employee.*
- *If the eligible employee or eligible employees family member is a victim of domestic violence or sexual assault; the medical care of psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in civil or criminal proceedings related to or resulting from domestic abuse or sexual assault.*
- *For closure of eligible employees primary workplace by order of a public official due to a public health emergency; for an eligible employees need to care for a child whose school or place of care has been closed by a public official due to a public health emergency or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease regardless of whether the employee or family member has actually contracted the communicable disease.*
- *For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.*

DEFINITION OF FAMILY MEMBER:

- *A biological, adopted or foster child, step child or legal ward, or a child to whom the eligible employee stands in loco parentis.*
- *A biological parent, step parent, foster parent, or adoptive parent or a legal guardian of an eligible employee or an eligible employees spouse or an individual who stood in loco parentis when the eligible employee was a minor child.*

- *An individual to whom the eligible employee is legally married under the laws of any state.*
- *A grandparent*
- *A grandchild*
- *A biological, foster or adopted sibling*
- *Any other individual related by blood*
- *“Domestic partner” means an adult in a committed relationship with another adult, including both same-sex and different-sex relationships.*
- *“Committed relationship” means one in which the employee and another individual share responsibility for a significant measure of each other’s common welfare, such as any relationship between individuals of the same or difference sex that is granted legal recognition by state, political subdivisions, or the District of Columbia as a marriage or analogous relationship, including, but not limited to, a civil union.*

- 9.5 On-The-Job-Injury. Days lost as a result of injury on the job, where not covered by Worker's Compensation, shall be deducted as sick days until such time as Worker's Compensation benefits become effective.
- 9.6 Sick Leave Payment. Upon Termination of employment by retirement or death, an employee (or employee's estate) will be paid for one half (1/2) of his or her accumulated sick leave. An employee who resigns the County's employ and has accumulated at least fifteen (15) years of unbroken service shall be paid one-half (1/2) of accumulated sick leave, not to exceed \$3,500.00.
- 9.7 Leave of Absence. No sick leave shall accrue during an unpaid leave of absence or suspension.
- 9.8 Vacation Conversion. In the event an employee should accrue more than ninety (90) days of sick leave at the end of any calendar year, he/she shall be granted one-half (1/2) of this excess sick leave accumulation to his/her vacation time available in the following year. For purposes of this computation, one day of vacation time will be added for each two full days of excess sick leave accumulation, i.e. 10 days = 5 days vacation; 12 days = 6 days vacation. ~~Sick leave used as vacation under 9.9, shall be deducted from accrued sick leave.~~

RULE 10

BEREAVEMENT LEAVE

- 10.1 In the event of a death in the employee's immediate family (spouse, child, step-child, parent, current stepparent, grandparent, grandchildren, step – grandchildren) parent in law, son in law, daughter in law, brother, sister, brother in law, sister in law, or a permanent member of the employee's family), an employee shall be allowed up to three (3) days paid for the funeral, memorial service or matters pertaining to the death of the person. Supervisor must be notified of those days prior to the absence.

For purposes of this article, a permanent member of the employee's family is one who shares a domicile with the employee for six months or more and is related to the employee, or who is listed as a dependent on the employee's income tax return for the prior year.

In the event of an employee's aunt or uncle, the employee shall be allowed one (1) day paid leave for the funeral.

In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, not more than three (3) normally scheduled workdays shall be excused with pay. For this section, simultaneous is defined as within the same 24 hour period.

RULE 11

LEAVE OF ABSENCE

- 11.1 Approval. All leaves of absence must be approved by the department head.
- 11.2 Application for Leave of Absence. The employee shall submit a written request to the department head. Leaves of absence shall be without pay except as otherwise noted below.
- 11.3 Return from Leave of Absence. When leave of absence is granted, the employee agrees to return to work immediately at the expiration of the leave period or extension thereof. Failure to return to work shall be considered a resignation from employment.
- 11.4 Extension. An employee may request an extension of a leave of absence in writing to the department head.
- 11.5 Benefits. No benefits shall accrue to an employee during an unpaid leave of absence. Time spent on leave of absence shall not be considered a break in service. The County will maintain the employee's health insurance if required by law (F.M.L.A.). See Rule 20 for F.M.L.A.
- 11.6 Military Leave. The County shall observe the provisions of the Federal regulations regarding re-employment rights and leaves of absence in accordance with the Military Selective Service Act as amended.
- 11.7 Disability Leave. An employee may request disability leave to cover a period of disability and the Family Medical Leave Act. Medical evidence of disability shall be required in accordance with procedures for the Sick and Accident Insurance. Rule 28, Medical Disputes, applies. A medical release will be required before returning to work.
- 11.8 Jury Duty. An employee who is called for jury duty shall notify the department head immediately upon receipt of such notice. If an employee serves on jury duty during normally scheduled work days, the County shall provide payment of the difference of jury duty pay and the employee's regular salary upon presentation of a written statement of jury earnings by proper Court officials. At the employee's option, he may turn over the payment for witness fees to the County Finance Department and receive full pay for that period of time.
- 11.9 Administrative Leave. Administrative leave with pay may be granted to an employee by the department head, for attendance at workshops, seminars, classes or visits to other governmental units or like purposes, for the purpose of improving the skills or obtaining knowledge required in performance of work.
- 11.10 Educational Leave. Unpaid educational leave of up to one year may be granted by the department head, and may be extended for up to one additional year with the approval of the Department Head and the Director of Personnel and Employee Relations.

RULE 12

DISCIPLINARY ACTION/SEPARATIONS

- 12.1 Separations. Employees may be separated from employment for cause in accordance with section 12.6.
- 12.2 Work Rules. The work rules enclosed in this policy provide some examples of causes for disciplinary action. The list of work rules is not all inclusive.
- 12.3 Disciplinary Action. No disciplinary action involving a suspension or discharge may be taken without the prior consent of the department head; however, supervisors may unilaterally issue reprimands and warning letters. For departments under the County Executive, no disciplinary action involving a suspension or a discharge may be taken by a Department Director without the prior approval of the Director of Personnel and Employee Relations. Department heads who are not under the County Executive should contact the Personnel Department for technical assistance prior to initiating a suspension or a discharge.
- 12.4 Suspension/Salary Test. Any suspension without pay of an exempt employee shall not violate the salary test under the Fair Labor Standards Act.
- 12.5 Resignation. Where practicable, an employee who resigns should submit a resignation in writing to the department head at least fifteen (15) working days prior to the employee's final day of work.
- 12.6 An Employee, pending discharge may apply, within five working days following the determination to discharge said employee, to have his or her case reviewed by (1) the Director of Personnel and Employee Relations, (2) Corporation Counsel for the County, (3) the County Executive or his or her designee, (4) the Chairman of the Board of Commissioners or the Chairperson of Personnel and Human Services, and (5) a representative from a department other than the one to which the employee was assigned. This representative shall be chosen by the Chairman of the Board of Commissioners with concurrence of the County Executive. This group shall review the case, and, if needed, conduct additional investigation if required, and shall make a final determination as to discharge. The decision of this group is final and not subject to further appeal.

RULE 13

RECLASSIFICATIONS

- 13.1 With input from the County Executive, Department Heads, or on its own, the Board of Commissioners, at its sole discretion, may reclassify positions through the annual new budget process, with any reclassification granted becoming effective January 1 of the new budget year for non-represented positions.
- 13.2 Step Placement. When an employee is promoted to a classification in a higher salary grade, the employee should be placed in the new range at a step which represents an increase equivalent to at least one-step increase in the old range. That is, the employee should be placed at a salary step in the new range which provides a salary increase which is not less than the

difference between the minimum and the first step of the range for the lower class involved. This same formula shall be used for promotions to vacant positions.

An employee who experiences major reductions in responsibilities in his or her position will be reclassified to a lower salary rate; however, the employee's current salary will be frozen until the salary of the lower rate catches up to the employee's current salary. This section does not apply to an employee whose position is abolished, and the employee is subsequently transferred to a lower position.

RULE 14

HEALTH INSURANCE

- 14.1 Insurance. The County shall furnish health insurance benefits to full-time, regular employees equivalent to health insurance provided for in the U.S.W. (Full-time) labor agreement. Eligible employees and retirees will have to contribute to the payment of premiums, per schedule published annually.
- 14.2 Election. An employee who elects not to enroll in the County's health insurance plan shall receive \$1,800 per year in deferred compensation for each year that neither the employee nor his or her spouse is enrolled in the County's health insurance program. ~~In the case of married employees both~~ ~~In the case of family members~~ working for the County and both ~~or all~~ are eligible for health care, ~~neither none~~ shall be eligible for the \$1,800 compensation and only one may enroll for single, married, or family coverage. Employees must sign a waiver on a form prescribed by the County prior to the County granting permission for an employee to receive deferred compensation in lieu of health insurance.
- 14.3 Worker's Compensation. The Employer shall provide coverage for all employees.
- 14.4 Utilization of Sick Leave. An employee whose injury, illness or disability is accepted under the Michigan Workers' Compensation Act may utilize his/her sick leave pay benefits during the statutory one (1) week waiting period, and to supplement the statutory benefits payable thereafter to make up the difference between his/her compensation coverage and his/her regular pay. However, total compensation cannot exceed the employee's regular rate of pay.
- 14.5 Sick and Accident Insurance. The County will provide Sickness and Accident insurance for regular full-time employees subject to certain requirements. Insurance shall become operative on the thirty-first calendar day after occurrence and will provide payment of seventy-five (75) percent (with no dollar cap) of the employee's regular base pay for a period not to exceed ~~fifty-two (52) weeks~~ 26 weeks for ~~any and all disabilities for the first 5 years of employment, for eligible employees with five (5) or more years' seniority they shall be entitled to a maximum of 40 weeks thereafter for any one disability with a maximum of 156 weeks over the course of employment. In addition the maximum of 40 weeks for any one disability shall be measured within a rolling twelve (12) month period. The~~

maximum shall also be applicable in the event an employee leaves employment with the County and subsequently is re-employed.

Employees hired on or after January 1, 1997, shall not be eligible for sick and accident insurance until they have completed one year of unbroken service.

- 14.6 Retirees. Retirees will be provided health insurance if there is no break between their last day of work or paid vacation or personal days and their first day of retirement as a retiree receiving a monthly pension check. That is, those who separate from employment, and either defer retirement or who are not immediately eligible for pension benefits, will not be provided with health insurance at any time. Health insurance in retirement is not available to those hired on or after 1/1/2012.

RULE 15

CONTINUOUS LENGTH OF SERVICE

- 15.1 Definition. Continuous length of service for a County employee is that period of employment with Bay County that is considered unbroken.
- 15.2 Break in Service. Continuous length of service shall be considered as broken for the following reasons:
- (a) An employee resigns.
 - (b) An employee is dismissed.
 - (c) An employee fails to return at the expiration of an approved leave of absence.
 - (d) An employee is laid off and not re-called within 12 months. (Consistent with applicable law).
 - (e) An employee takes an unpaid leave of more than 12 months.
- 15.3 Temporary Service. Full-time service which immediately precedes the transfer of a temporary employee to a permanent position shall be given full credit toward continuous length of service.
- 15.4 Part-time. Regular part-time service shall be credited toward continuous length of service, but provisional, temporary, or seasonal service is not counted towards continuous length of service.

RULE 16

RETIREMENT

Amended 8/10/99 (Resolution 99-237)

- 16.1 Policy. Retirement benefits and health care benefits during retirement shall be provided to eligible employees in accordance with the terms contained in the U.S.W. (F.T.) collective bargaining agreement, and the provisions of the Bay County Employees' Retirement System Ordinance, and Rule 14.6 Retirees, however, retirement benefits and health care benefits during retirement may be provided to certain retirement groups at a level greater than that provided by the U.S.W. (F.T.) collective bargaining agreement.
- 16.2 Separations. Employees who separate from employment without having worked enough years to become vested in the retirement system shall be paid an amount equal to contributions made into the retirement system, plus interest, provided that the employee was hired before January 1, 1996.

RULE 17

PERSONNEL RECORDS AND TRANSACTIONS

- 17.1 The central personnel files for County employees shall be stored in the Personnel Department which will advise and assist, upon request, department heads concerning records systems, procedures, and transactions.

RULE 18

TRAVEL

- 18.1 Travel Policy. Travel while on duty is governed by the Travel Policy, a copy of which is retained in each department. The Fair Labor Standards Act is also applicable for non-exempt employees while on travel time.

RULE 19

LIFE INSURANCE

- 19.1 Eligibility. Those employees eligible for health insurance benefits shall be provided with \$50,000 in term life insurance after being an employee for twelve months.

A life insurance benefit of ten thousand dollars shall be provided to employees who retire and collect pension benefits from the employer's pension system, provided that the employee retired on or after March 1, 1998, and provided there is no break in time between the last day of work and the first day of retirement as a retiree receiving a monthly pension check. This benefit for retirees will become effective July 1, 1998. The

benefit of life insurance in retirement shall only be provided to those who were eligible for life insurance benefits on their last day of work.

Employees who retire on or after 1/1/2023 are not eligible for \$10,000 life insurance policy in retirement.

RULE 20

FAMILY AND MEDICAL LEAVE ACT (FMLA)

20.1 General.(a). A regular employee who has completed twelve (12) months of employment and worked at least 1,250 hours for the Employer in the past twelve (12) months may request an unpaid personal leave of absence for a period not to exceed twelve (12) weeks in any twelve (12) month period for any of the other reasons outlined below or as otherwise provided in the FMLA. The Employer will use a rolling twelve (12) month period measured backward from the date an eligible employee uses any FMLA leave. All requests must be initially in writing to the Director of Personnel and Employee Relations, must give the reason for the request, must give the expected duration of the leave, where practicable. A personal leave of absence shall be granted in the following cases:

- (1) The birth of a child and to bond with the newborn child within one year of birth.
 - (2) The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement.
 - (3) A serious health condition that makes the employee unable to perform the functions of his or her job.
 - (4) To care for the employee's spouse, son, daughter, or parent who has a serious health condition.
 - (5) Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty.
- (b) When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave (for reasons (1) through (5) above) to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.
- (c) Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.
- (d) Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.

(e) QUALIFYING EXIGENCY LEAVE

The military family leave provisions of the Family and Medical Leave Act (FMLA) entitle eligible employees of covered employers to take FMLA leave for any “qualifying exigency” arising from the foreign deployment of the employee’s spouse, son, daughter, or parent with the Armed Forces, or to care for a servicemember with a serious injury or illness if the employee is the servicemember’s spouse, son, daughter, parent or next of kin.

The County shall grant an eligible employee up to 12 workweeks of unpaid, job-protected leave during any 12-month period for qualifying exigencies that arise when the employee’s spouse, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty.

Covered active duty means:

for members of the Regular Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or

for members of the Reserve components of the Armed Forces (members of the National Guard and Reserves), duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.

Deployment to a foreign country includes deployment to international waters.

Qualifying exigencies for which an employee may take FMLA leave include making alternative child care arrangements for a child of the deployed military member, attending certain military ceremonies and briefings, or making financial or legal arrangements to address the military member’s absence. See [Fact Sheet 28M\(c\), Qualifying Exigency Leave](#), for additional information about qualifying exigencies under the FMLA.

(f) MILITARY CAREGIVER LEAVE

A covered employer must grant an eligible employee up to a total of 26 workweeks of unpaid, job-protected leave during a “single 12-month period” to care for a covered servicemember with a serious injury or illness. The employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.

A covered servicemember is either:

a current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness, or a veteran of the Armed Forces (including the National Guard or Reserves) discharged within the five-year period before the family member first takes military caregiver leave to care for the veteran and who is undergoing medical

treatment, recuperation, or therapy for a qualifying serious injury or illness. A veteran who was dishonorably discharged does not meet the FMLA definition of a covered service member. For a current servicemember, a serious injury or illness is one that may render the service member medically unfit to perform his or her military duties. For a veteran, a serious injury or illness is one that rendered the veteran medically unfit to perform his or her military duties, or an injury or illness that qualifies the veteran for certain benefits from the Department of Veterans Affairs or substantially impairs the veteran's ability to work. For veterans, it includes injuries or illnesses that were incurred or aggravated during military service but that did not manifest until after the veteran left active duty.

20.2 Continuation of Benefits. All FMLA leaves of absence shall be without pay and benefits, unless otherwise stipulated in a collective bargaining agreement or the County's Personnel Policy. The only other exception to this policy is that the Employer shall continue to pay health insurance premiums for eligible employees employed for at least one (1) year and who have at least 1,250 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved leave of absence under conditions (1), (2), (3), (4) or (5) listed in Section 20.1.A. above. The Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. In all other circumstances, the Employer shall not continue to pay health insurance premiums for the employees. Employees may continue insurance coverages at their own expense during an unpaid personal leave of absence after the period noted above. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.

20.3 Reinstatement After Leave. When a leave of absence under conditions (1), (2), (3), (4) or (5) of Section 20.1.A . above is granted for more than twelve (12) weeks, the Employer does not guarantee that the employee will be reinstated in his or her former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer.

20.4 Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days' notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care for a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

- (a) Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;
- (b) Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of

treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.

20.5 Certification for medical leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:

- (a) The date on which the serious health condition commenced;
- (b) The probable duration of the condition;
- (c) The appropriate medical facts within the knowledge of the health care provider regarding the condition;
- (d) When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
- (e) When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
- (f) In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;
- (g) In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
- (h) When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

20.6 Second opinion. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.

20.7 Resolution of conflicting opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.

20.8 Subsequent re-certification. The Employer may require that the eligible employee obtain subsequent re-certifications on a reasonable basis.

RULE 21

ANTI-NEPOTISM POLICY

21.1 The County Board's Anti-Nepotism policy is enclosed.

RULE 22

DRUG-FREE WORKPLACE POLICY

22.1 Policy and Procedures. The following are adopted as policies and procedures, and the full text of those policies and procedures are attached.

- (a) Drug Free Work Place Policy Statement
- (b) Drug Free Work Place Rules and Regulations
- (c) Drug Testing Protocol revised Drug Testing Consent Form
- (d) Medication/Drug List

22.2 Test. Drug and alcohol testing of employees may be implemented by the Director of Personnel and Employee Relations following adoption of the policies and procedures by the Board of Commissioners.

RULE 23

WORK RULES

23.1 Administration. The attached Work Rules are to be administered by all supervisors, and shall be followed by employees.

RULE 24

SERVICE INTERRUPTION

24.1 Policy. Should any or all County buildings be closed by an executive order which states employees shall not report to scheduled work, scheduled employees shall receive their daily base pay as if they had worked, provided they did not call in sick, or were not taking a vacation day or were on a leave. This also applies to employees who were at work but were ordered to leave the buildings.

24.2 Exception. The Service Interruption Procedures, listed above, do not apply to employees in twenty-four hour facilities.

24.3 The County Executive makes the decision as to whether or not to declare that a service interruption exists.

RULE 25

SUPPLEMENTARY EMPLOYMENT

25.1 Policy. Supplementary employment may be permitted if the additional employment in no way conflicts with the employee's hours of County employment or with the quantity, quality, or interest in County work on the part of the employee. The additional work must in no way conflict with satisfactory and impartial performance of duties or create a conflict of interest or the appearance of one. The decision to approve or reject a request to work additional employment is determined within the sole discretion of the Employer. It is the Employee's responsibility to request permission to engage in supplementary employment, prior to engaging in the employment.

RULE 26

CLEAN INDOOR AIR ACT POLICY

26.1 Policy. (See enclosure)

RULE 27

ELECTED OFFICIALS

27.1 Coverage. Elected officials shall be fully covered by the benefits and stipulations under the following Rules without using a pro-rata formula; except that benefits under worker's compensation shall be pro-rated.

Rule 5 Political activity in grant-aided programs and the Federal Hatch Act.

Rule 14.1, 14.2 Health Insurance, excluding sick and accident benefits, shall be granted to commissioners, in accordance with the Affordable Care Act, and per Board of Commissioners Resolution No. ~~2016-29~~ 2025-11

Rule 14.3 Workers' compensation

Rule 16 Retirement

Rule 18 Travel Policy

Rule 19 Life Insurance

Rule 29 Health Services

27.2 Identification. The following positions referred to, above, are:

County Executive County Register of Deeds

County Commissioners County Prosecutor

County Clerk	County Drain Commissioner
County Sheriff	County Treasurer
Circuit Judges	District Judges
Probate Judge	

Judges do not participate in the County's retirement system.

RULE 28

MEDICAL DISPUTES

- 28.1 Policy. In the event of a dispute involving an employee's physical or mental ability to perform his/her job, or his or her eligibility for sick and accident insurance or to return to work after a leave of absence of any kind and the Employer is not satisfied with the determination of the employee's doctor, the Employer may require a report from a medical doctor of the Employer's choosing at the Employer's expense if not covered by the employee's insurance. If the dispute still exists, the County Medical Director shall designate a doctor to perform an independent medical evaluation (IME) and provide such diagnoses as to fitness to the Employer and the employee. Any expense of the third doctor shall be borne equally by the Employer and the employee, if not covered by the employee's health insurance. (This rule does not cover worker's compensation cases.) Upon receipt of the IME, the Employer shall take appropriate action.
- 28.2 Administration. The Director of Personnel and Employee Relations shall coordinate cases involving medical disputes.

RULE 29

HEALTH SERVICES

- 29.1 Health Department. Employees at their own initiative, may request the Health Department to provide the following:
- (a) Tuberculin test
 - (b) Tetanus Toroid Series or Booster
 - (c) Influenza immunization
 - (d) Diphtheria Series or booster
 - (e) Polio series or booster
 - (f) Hepatitis B vaccination for employees who need such vaccinations as determined by the County physician.

RULE 30
TYPES OF APPOINTMENT

30.1 Types of Appointments. Types of appointments are defined as follows:

- (a) Regular full-time – an employee who works at least thirty (30) hours per week on a regularly scheduled basis in a regular position.
- (f) Regular part-time - an employee who works less than thirty (30) hours per week on a regular schedule in a regular position.
- (g) Temporary - an employee who works either part-time or full-time, but is hired for a limited period of time, not to exceed one (1) year of unbroken service, for special projects or during heavy workload periods, or as a substitute for an employee on leave of absence, or as a casual or on-call worker.
- (h) Provisional - an employee who is hired in the absence of an eligible list. Duration of employment shall be until such time as a list can be established or until the position is filled on a regular basis after a posting. Provisional appointees shall meet the minimum qualifications of the positions.

30.2 Benefits. Benefits shall be provided to regular full-time employees.

30.3 Probationary Period. All new full-time/part-time employees covered by the “for cause” provision of this Personnel Policy shall serve a one year probationary period. During this period, the employee may be terminated without recourse. The probationary employee can be terminated for any reason or for no reason. A probationary employee is an employee at will. If an employee is absent from work for any reason, his/her probationary period shall be extended by a period equal to the duration of such absence.

RULE 31
OVERTIME/DOCKING

31.1 Policy. Overtime payments and compensatory time for non-exempt employees shall be administered in accordance with the Fair Labor Standards Act. Employees who are exempt under the Fair Labor Standards Act shall not be eligible for overtime pay or compensatory time, and shall not have their pay docked until a review is conducted of the salary test under the Fair Labor Standards Act. Each case must be reviewed on an individual basis by the Director of Personnel and Employee Relations.

RULE 32
TUITION REIMBURSEMENT

- 32.1 Policy. Subject to budgetary constraints, the County may reimburse employees for some or all actual out-of-pocket tuition expenses (excluding books and fees) when the employees are participating, on their own time, in eligible studies at accredited colleges and universities, and subject to criteria listed below. The County reserves the right to reject any request for tuition reimbursement.
- 32.2 Authorization. The employee has submitted a signed tuition reimbursement form to the department head and Director of Personnel and Employee Relations prior to the beginning of the course, and the department head and Director of Personnel and Employee Relations have provided their signature of approval prior to the beginning of the class. Additionally, no tuition reimbursement will be paid without approval of the ~~Ways and Means~~ Committee of the Whole, which has final authority regarding requests.
- 32.3 Grades. Eligible employees must receive a grade of "B" or better to be granted tuition reimbursement. Tuition reimbursement for ungraded courses will not be granted. The employee must show proof of the letter grade in order to be considered for reimbursement.
- 32.4 Receipts. The employee requesting reimbursement must prove payment of tuition by a specific receipt in order to be eligible for reimbursement.
- 32.5 Class Criteria. Each course must be directly and concretely related to the work the employee is performing. Costs for unrelated courses on a degree program which is related to the work will not be reimbursed.
- 32.6 Dollar Cap. Tuition reimbursement shall be granted on the same basis as the provisions of the United Steelworkers #15157 (Full Time) collective bargaining agreement.

RULE 33

REFERENCES

- 33.1 Procedure. Departments may be contacted from time to time, by employers who are considering hiring former employees of the County. Given the potential for litigation, departments shall refer requests for references without comment to the Personnel Department.

RULE 34

ECONOMIC BENEFITS OF COURT EMPLOYEES

THE BELOW SECTION IS SUPERCEDED BY THE "POLICY FOR NON-WAGE ECONOMIC BENEFITS FOR CIRCUIT COURT EMPLOYEES" DATED JANUARY 1, 2007 AND SIGNED BY CHIEF CIRCUIT JUDGE KENNETH W. SCHMIDT

- 34.1 District Court. The Chief Judge of District Court has agreed that employees of District Court shall follow the economic benefits and procedures on economic issues contained in the County's personnel policy.
- 34.2 Probate Court. The Probate Judge has agreed that employees in Probate

Court shall follow the economic benefits and procedures on economic issues contained in the County's personnel policy.

34.3 Circuit Court. The judges of the Circuit Court have agreed that employees shall follow the economic benefits and procedures on economic issues contained in the County's personnel policy, except as noted below.

34.4 History. The employees of the Circuit Court are not allowed to accrue sick time, and have different sick and accident benefits and personal days than all other employees. Accordingly, the Circuit Court has developed a long history of having different fringe benefits than other departments, and the County has agreed to accept some differences.

34.5 Pyramiding of Benefits Prohibited. Circuit Court employees shall not pyramid benefits received and shall not be eligible for benefits listed in this rule, plus the same benefits listed under another rule in the personnel policy.

34.6 Groupings. Circuit Court employees are grouped as follows for purposes of sick and accident insurance and personal days.

Group A: Court Administrator, Friend of the Court, Assistant Friend of the Court/Office Manager

Group B: Family Counselors, Assistant Director Friend of the Court (Attorney), Coordinator of Assigned Counsel, Administrative Assistant, Law Clerks, Assistant Family Counselors

Group C: Judicial Secretaries and Court Recorders

~~34.7 Sick and Accident Benefit. The Circuit Court will provide and pay the required premiums for a sick and accident insurance program or pay sick and accident insurance benefits for those eligible, regular, full time employees who have completed 60 calendar days of employment with the Court. Employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible shall receive weekly indemnity benefits consisting of seventy five percent (75%) of their normal gross weekly wages based on a forty hour work week. These benefits shall be payable from the first day of disability due to accidental bodily injury or hospitalization or from the eighth day of disability due to sickness for a period not to exceed fifty two weeks for any one period of disability. A recurrence of a previous illness which occurs within six months of return to work shall be considered to be a continuation of that illness for computation of sickness and accident benefits. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation paid under a retirement plan, the Social Security Act, or any **Workers' Compensation Act. An exception to the above is that group A employees receive their full salary for the first 30 calendar days of illness and then 75% of salary for the duration of time on sick and accident.**~~

~~Time spent on sick and accident in excess of fifteen work days will be added to the time required to move to a higher pay step.~~

~~34.8 Personal Days. Paid personal days for full time, regular circuit court employees shall be provided on a pro rata basis, using the anniversary date, from date of hire as follows: for group A, 2.5 days per year initially, changing to 3 days after ten years; for groups B and C employees, 5.5 days initially, 6.5 days after 10 years, and 7.5 days after 15 years.~~

ATTACHMENTS

BAY COUNTY
NON-DISCRIMINATION POLICY

A. Bay County declares that it will not, to the extent required by law:

Discriminate against an individual with respect to hiring, employment, compensation, or a term, condition, or privilege of employment, because of height, weight, political or religious affiliations, race, color, sex, disability, familial status, sexual orientation, gender identity, national origin, or other protected classification.

B. Discrimination because of sex includes sexual harassment which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature:

1. Submission to such conduct or communication is made a term or condition either explicitly or implicitly to obtain employment;
2. Submission to or rejection of such conduct or communication by an individual is used as a factor in decisions affecting such individual's employment; or
3. Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment, or creating an intimidating, hostile, or offensive employment environment.

Retaliation against a complainant for the act of filing a complaint is prohibited. Individuals who believe they may have been subjected to illegal discriminatory conduct shall immediately follow the below listed procedures which are intended to be informal and designed to reach a resolution of the complaint. The enclosed complaint form is offered for use.

Step 1. Report the alleged discriminatory conduct to the division head or department head who shall immediately notify the Director of Personnel and Employee Relations of the complaint. The department or division head shall investigate the complaint and attempt resolution. Within ten work days of receiving the complaint, the division or department head shall report in writing to the Director of Personnel and Employee Relations the results of the investigation and attempts at resolution. If the division or department head is the subject of the complaint, advance out of order to Step 2. (See Note 2).

Step 2. Absent a resolution in Step 1, the complainant may, within 30 days of filing the initial complaint with the department or division head appeal to the Director of Personnel and Employee Relations who shall conduct an investigation and attempt resolution. Absent a resolution at this step, the Director of Personnel and Employee Relations shall provide the complainant with a written response to the complaint within thirty work days of receipt of the appeal to Step 2. If the Director of Personnel and Employee Relations is the subject of the complaint, the County Executive shall substitute for the Director of Personnel and Employee Relations.

Step 3. Absent a resolution at step 2, the complainant may, within 10 days of

receiving the Director of Personnel and Employee Relations response, appeal in writing to the County Executive who shall review the complaint files and communicate a determination in writing to the complainant within 10 days of receiving the complaint. This is the last step in the procedures.

- NOTES: 1. Should the courts follow this policy, step 1 may be an non-represented supervisor's step, with step 2 being the court administrator's step, and step 3 being the Chief Judge's step. However, the content of the policy is at the discretion of the Chief Judge since this is a non-economic policy. The Courts are encouraged to follow this policy voluntarily.
2. Under step 1, a complainant may instead choose to lodge the complaint with the County Executive, Corporation Counsel, or Director of Personnel and Employee Relations instead the department or division head.

Adopted by the Bay County Board of Commissioners: 4/12/94; amended 1/1/98
Enclosure: Complaint Form

DISCRIMINATION COMPLAINT

OFFICE USE ONLY
COMPLAINT RECEIVED _____
COMPLAINT NUMBER _____
COMPLAINT CLOSED _____

COMPLAINANT INFORMATION:

NAME: _____ TELEPHONE NUMBER: _____

ADDRESS:

DATE OF INCIDENT: _____

DATE OF SUBSEQUENT INCIDENTS: _____

DATE REPORTED TO SUPERVISOR/OTHER:

HOW? ORAL/WITTEN:

TO WHOM:

PLEASE LIST THE NAMES, ADDRESSES AND TELEPHONE NUMBERS OF ANY WITNESSES. ALSO LIST WHAT THEY MAY BE ABLE TO REPORT.

PLEASE EXPLAIN YOUR COMPLAINT FULLY IN THE ORDER IN WHICH THE EVENTS HAPPENED.

SIGNATURE OF COMPLAINANT

DATE

BAY COUNTY PERSONNEL ANTI-NEPOTISM POLICY

It is Bay County's policy to hire, promote and transfer employees on the basis of individual merit and to avoid any suggestion of favoritism or discrimination in making such decisions. The employment of relatives in positions where one might have influence over the other's status or job security is regarded as a potential violation of this policy. Even if favoritism or discrimination is not shown, the existence of the situation within the sphere of influence, may precipitate questions difficult to answer or may cause some discomfort for the individuals involved.

It is therefore, our policy to prohibit the hiring of relatives (father, mother, son, daughter, brother, sister, husband, wife) in situations where a relative would be under the direct or general supervision of an elected official, department head, division head or leader, or to employ relatives where the status or employment of that person might be influenced by an elected official, department head, division head or leader.

By adhering to the above policy which prohibits relatives from working in positions where they might have influence over each other's status, or the hiring of those relatives, a potentially discriminatory situation is avoided altogether. Bay County realizes that there may be existing relationships among employees which are contrary to this policy. It is the purpose of this policy statement to avoid creating any new situations where relatives are employed in "spheres of influence relationships", and not to affect the employment of any relationships that currently exist.

Adopted 10/10/88, Motion #24

BAY COUNTY
DRUG-FREE WORK PLACE POLICY STATEMENT

Illegal drugs and alcohol in the work place present a danger to all concerned. Drugs impair safety and health, promote crime, lower productivity and work quality and undermine public confidence. Bay County will not tolerate the illegal use of drugs. Under the federal Drug-Free Work Place Act of 1988, in order for Bay County and its offices, departments, agencies and commissions to be considered a "responsible source" for the receipt of federal grant funds, Bay County adopts the following policy, which may be located on the Bay County employee intranet:

Effective immediately, all Bay County premises, including work sites, any County property, including but not limited to parking lots, and all Bay County vehicles, are declared to be drug-free work places. This means:

- All employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the work place.
- Employees found to be in violation of this policy will be subject to appropriate personnel/disciplinary action, up to and including termination for the first offense, and/or other remedial measures as the individual circumstances warrant.
- Employees have the right to know the dangers of drug abuse in the work place, Bay County's policy regarding drug use, and what help is available to combat drug problems. Bay County will provide for drug awareness training, periodically, for all employees on the dangers of drug abuse in the work place.
- Any employee convicted of violating a criminal drug statute in the work place must inform Bay County of such conviction (including pleas of guilty and nolo contendere) within five days of the conviction occurring. Failure to so inform Bay County subjects the employee to disciplinary action, up to and including termination for the first offense. By law, Bay County must notify the granting agency within 10 days of receipt of such notice from an employee or otherwise.
- Bay County offers employees with substance abuse issues counseling through an employee assistance program (EAP). Such a program is through a third party provider and the results of such counseling are confidential, except that when such counseling is required as a condition of employment the third party provider shall release information limited to attendance in and completion of mandated counseling.
- Bay County reserves the right, in its sole discretion, to offer employees convicted of violating a criminal drug statute in the work place participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered and accepted by the employee, then the employee

must satisfactorily participate in and complete the program as a condition of continued employment. Pamphlets and information with information regarding the EAP are posted on bulletin boards through the County work sites, in the Personnel Department, and on the employee intranet.

Bay County supports the purpose and goals of the Drug-Free Work Place Act and by this policy, announces its intention to comply with the Act and make continuing "good faith" efforts to provide a drug-free work place. All employees are expected to cooperate and give this policy their full support.

1/01/1998

Updated: 9/20/2016

BAY COUNTY
DRUG-FREE WORK PLACE RULES AND REGULATIONS

DRUG FREE WORK PLACE

It is the intention of Bay County ("Employer") to select the best method for controlling the use and possession of illegal drugs and alcohol in the work place thereby reducing the risks and attendant costs which result from the use and possession of illegal drugs and alcohol on the job. These Rules and Regulations set forth standards regarding the use of drugs or alcohol at work.

A. Fitness for Duty. All employees are expected to be in suitable mental and physical condition at work, able to perform their assigned duties satisfactorily and behave properly. The use of alcohol, illegal drugs, misuse of properly issued prescription medication, or other intoxicants or substances that interfere with such performance may lead to disciplinary action up to and including discharge.

B. Use, Sale, Transfer or Possession. The use, sale, transfer, or possession of alcohol, illegal drugs, controlled substances without a physician's prescription, drug paraphernalia, or any combination thereof, on any county-owned or operated premises or work site or in a county-owned vehicle will be considered grounds for discipline, up to and including, discharge.

Entry upon county property, or being at work: (1) with drug paraphernalia or (2) under the influence of alcohol, illegal drugs or controlled substances without a physician's prescription, or any combination thereof will be considered grounds for discharge. "Under the influence" is defined as being unable to perform work in a safe and productive manner, being in a physical or mental condition which creates a risk to the safety and well-being of the individual, other employees or the public and county property; or having any detectable level, in any confirmed positive result, of alcohol, drugs, or controlled substances, or any combination thereof in the blood.

C. Off Duty Conduct. These Rules and Regulations have no bearing on what an employee does on his/her own time unless it reflects on his/her job performance or establishes a nexus to the County or results in a criminal conviction, misdemeanor or felony.

D. Testing, Prior to and During Employment. An employee's refusal to submit to a lawful security exam (e.g., interview, lawful electronic devices), to a search or inspection of his or her personal property, such as a purse or briefcase, located on county premises, work sites or facilities, including, but not limited to, the county building and parking lots, or refusal to submit to physical examination or sobriety examination where the Employer provides in writing its reasonable suspicion based on articulable objective evidence, such as slurred speech, smell of alcohol, impaired motor control, bloodshot eyes shall be grounds for discipline up to and including discharge.

Any positive results from such test may result in disciplinary action up to and including discharge.

New applicants (non-county employees) for employment and County employees transferring into the below listed job classifications shall be required to give consent to a physical examination including but not limited to the collections of a blood, urine or breath sample to be submitted for alcohol, illegal drug and controlled substance abuse screening tests. Applicants agree that test results are to be released to those officials of the County who make employment decisions.

9-1-1 Dispatchers

Cook - Division on Aging

Employees at Center Ridge Arms

Animal Control Officer

Cook - Jail

Correctional Facilities Officers (includes PBT, but excludes Records Spec.)

Deputies – Supervisory Unit

Deputies - Road and Detective

Electricians – Maintenance

Emergency Management Coordinator

Emergency Preparedness Manager

Environmental Health Sanitarian I and II

Equipment Operator (includes any person operating mobile powered equipment)

Homemaking Service Worker

In-home worker part time

Juvenile Home Director

Juvenile Home Supervisor

Lead Animal Control

Maintenance I, II, III, and IV

Mechanical Contractor/Maintenance

Nurse's Aide/Health Care (FT and PT)

Public Health Nurses

Recreation Coordinator

Recreation Manager

Summer Recreation employees assigned to Community Center

Youth Development Worker

Any other job directly related to the safety of the public or other employees, as determined by the Director of Personnel and Employee Relations.

E. Information Disclosure. Upon offer of employment, applicants must notify the County of any criminal alcohol or drug conviction which occurred prior to employment by the County within the last ten years.

County employees shall be required to provide notice to their department head of any criminal drug statute conviction for a violation no later than five days after such conviction. The County shall investigate and take appropriate disciplinary action which may include termination where the incident/event/conduct leading to the conviction is related to the employee's ability to perform the job or creates a nexus to Bay County.

Failure to disclose convictions, pleas of guilty or nolo contendere may be grounds for discipline up to and including discharge.

F. Confidential Nature of Information. The confidential nature of the medical records of individual employees with alcohol or drug dependency will be absolute.

G. Over the Counter and Prescribed Drugs. Employees should not take over-the-counter or prescribed medication that results in the inability to perform their jobs safely and efficiently.

H. Cooperation. All violations of these Rules and Regulations are viewed as serious matters which will be investigated. Any employee may submit a complaint to the Director of Personnel or designee regarding an alleged violation of these Rules and Regulations and all county employees, officials, agents, supervisors and department heads shall cooperate with any investigation, including submitting to a drug test where the Employer is able to articulate the basis for its reasonable suspicion. Violation of these Rules and Regulations or refusal to cooperate in an investigation by any person may result in discipline up to and including termination. Testing Facility Agents are considered agents of Bay County for purposes of directing employees on procedures related to testing. Failure to follow directions of testing facility agents shall be also considered as grounds for discipline up to and including termination.

I. When an employee displays objective evidence (such as, but not limited to slurred speech, impaired judgment, staggering, bloodshot eyes) of the influence of being at work under the influence of alcohol, illegal drugs or controlled substances without a physician's prescription, or any combination thereof, shall be instructed to report to a county-approved testing facility. The employee should be advised that he or she is not to drive to the facility, but rather to contact a family member or other person or cab to transport him or her both to the facility and to home after testing. If the employee indicates that he or she intends to drive, the employee must be notified that law enforcement personnel will be notified of same. If the employee then continues to indicate an intention to drive, 9-1-1 should be notified with a description of the vehicle and license plate number. Under no circumstances should a County employee drive the person while such employee is working.

J. Drug Testing Protocol. A drug testing protocol developed by the County is attached hereto as Attachment A and made a part hereof.

K. Possession of a Michigan Medical Marihuana Program certification (PA 1 2008) or certification from any other state does not exempt an employee from any of the provisions of this Policy.

1/1/98

Updated: 9/20/2016

BAY COUNTY
DRUG-FREE WORK PLACE RULES AND REGULATIONS

ATTACHMENT A
DRUG TESTING PROTOCOL

1. This protocol applies to the County's requests for submission of either a urine, hair, or a blood specimen.
2. The County shall be solely responsible for all costs incurred in conjunction with the securing of all of the required specimen(s) and the necessary laboratory analyses and report(s).
3. The County shall have the responsibility for selecting a laboratory that will properly conduct the drug test and furnish reliable results. The laboratory selected must also provide the ancillary services needed, including specimen retention of "positive" samples for at least six (6) months or longer if required by law. The laboratory shall have the capacity and responsibility within seventy-two (72) hours after specimen collection of providing hard or electronic copy results of specimen analysis results. The County shall have the right to approve or reject the selection of laboratory to conduct the testing on urine or blood specimens collected.
4. The County shall make the necessary advance arrangements for approved medical collection of the specimen by qualified Medical Reviewing Officer (MRO). Sample collection and testing shall take place upon the employee/applicant's receipt of notice from the County of drug test request. The notice to the employee/applicant shall be oral with written confirmation to the Personnel Department.
5. The medical facility's personnel credentials and procedures shall be reviewed and approved by the County in order to satisfy the County's need for a proper "chain of custody" and to minimize the risk of an adulterated sample.
6. The employee/applicant shall cooperate with the arrangements and procedure necessary to assure thorough "chain of custody" documentation in order to positively link the employee/applicant's sample to the ultimate test result. Documentation shall be required to include signatures, dates and times of all persons who handle the specimen from the time the specimen(s) are collected until results are reported and what actions were taken in each step of the specimen and testing process. Failure to comply within the time limits set forth without reasonable cause may be deemed to be a "positive" test result.
7. The employee/applicant shall sign whatever form(s) is/are necessary to authorize the clinic, medical facility and/or doctor's office, and/or the laboratory to disclose the test results immediately to the Personnel Department and to the employee/applicant. The employee/applicant's refusal to sign the form and/or the employee/applicant's withdrawal or rescission of previously executed authorization shall constitute a violation

of the County's Drug-free Work Place Rules and Regulations and Policy and may be considered as a basis for immediate termination of the employment relationship.

8. The employee/applicant shall fill out a form (attached) listing all prescription and over-the-counter medication that the employee/applicant is taking at the time of any such testing. The purpose of the list of medications shall be to identify possible causes of "false positives" due to the "cross-reactivity" with the medications that the employee/applicant is taking. A copy of the results of the drug test shall be furnished to the employee/applicant promptly.

9. The County shall treat the drug tests results as confidential information. It shall file drug test results in the same manner in which it files other confidential medical data about employees and/or applicants.

10. The County shall take steps to ensure the confidentiality of drug test results and shall take steps to protect against the unauthorized disclosure of tests results. Within the County, access to the test results shall be restricted to individuals with a "need to know the results."

11. The County shall not divulge test results to third parties such as other employees or prospective employers without the written consent of the employee/applicant.

12. An initial "positive" test result shall not be released to anyone except the person tested or those who need to know, or relied upon until a confirmatory test has verified its accuracy.

Confidential hard copy of results of testing shall be provided to the County and the employee within seventy-two (72) hours after specimen pick up. The hard copy shall be mailed in an envelope clearly marked CONFIDENTIAL and addressed to the Director of Personnel, who will distribute to other personnel, as appropriate, thereafter.

13. The County shall maintain a file of complete documentation for each drug test, including (1) an executed copy of this Agreement; (2) a copy of a signed drug test consent form, (3) a signed list of prescription and over-the-counter medication; (4) all chain of custody documents supplied to the employee/applicant; and (5) all hard copy test results supplied to the employee/applicant.

14. The drug tests shall be requested and administered as determined in the sole discretion of the County.

1/1/98

Updated 9/21/2016

**BAY COUNTY
DRUG TESTING CONSENT FORM**

I, _____, consent and agree to immediately provide a clinically adequate amount of specimen(s) of my blood/urine/hair, for the benefit of Bay County, to the medical facility, laboratory or medical person if previously arranged for by me and approved by the Bay County Director of Personnel and Employee Relations.

I understand and agree that this specimen will be tested for the presence of alcohol, drugs, or medication in my body. I further consent and agree to the immediate release of the laboratory results of any tests performed on the specimen to the Bay County Director of Personnel and Employee Relations.

I intend that this consent remain effective for the period of _____
(_____) months beginning on _____, 20__.

MEDICATION/DRUG LIST

The only over-the-counter medications, prescription drugs or non-prescription drugs that I have taken in the past thirty (30) days are as follows:

<u>Medication/drug</u>	<u>Prescribing Physician</u>	<u>Amount/dosage</u>	<u>Applicable Time Period</u>

By my signature below, I acknowledge that I have read and understand all the foregoing statements, and I have answered all questions truthfully.

Signature

Date

Bay County Witness

Date

Witness Title

BAY COUNTY WORK RULES

PURPOSE: The orderly and efficient operation of the county government requires that certain work rules be established. Work rules covering personal standards of conduct as well as standard operating procedures are necessary to protect the health and safety of all employees, maintain uninterrupted service, and to protect the county goodwill and property.

WORK RULES: The following work rules shall be applicable to all county employees. These rules are not intended to be all inclusive and the county shall, when it deems appropriate, establish additional rules to ensure the effective operations of county government.

- (A) Employees shall deal with the public in a courteous and professional manner.
- (B) Where the operations are continuous, an employee shall not leave his post until replaced by the next shift employee or until he or she is relieved by his or her supervisor.
- (C) Employees shall not gather on county premises to conduct any personal business without authorization.
- (D) Employees shall follow all safety regulations to include the wearing of safety articles and the using of protective equipment. Employees shall immediately report accidents or injury to their supervisor.
- (E) Employees shall be responsible for and shall not misuse county property, records, or other materials in their care, custody and control. County property, records, or other materials shall not be removed from the premises without written permission.
- (F) Employees shall avoid littering work areas.
- (G) Employees must be at their designated work area on time and ready to work. Employees shall remain at their work area, at work, until the scheduled quitting time unless permission to leave is granted by their supervisor.
- (H) An employee shall immediately report to his or her supervisor his or her inability to work and the reason therefore.
- (I) Employees shall immediately report the loss of their badge or identification card to their supervisor. Employees shall not allow other persons to use their badge or identification card at any time.
- (J) Employees shall not park in prohibited areas.
- (K) Employees shall notify their supervisor whenever there is a change in their personal data.
- (L) Employees shall not restrict or interrupt work or interfere with the work of others.

- (M) Employees shall report for and remain at work only in a fit physical condition.
- (N) Employees shall not neglect their duties and responsibilities or refuse to perform assigned work.
- (O) Employees shall not engage in immoral conduct, fight, engage in horseplay, gamble, or use abusive language while on duty or on county premises.
- (P) Employees shall not use county telephones for personal calls or conduct personal business during working hours on county premises.
- (Q) Employees shall not engage in unapproved soliciting, partisan political activity, use their position for personal gain, or use their position to coerce others.
- (R) Employees shall not post notices on the county premises without prior written approval from the appropriate authority.
- (S) Employees shall not possess unauthorized firearms, weapons, or explosive devices on county time, premises, or business.
- (T) Employees shall not falsify records, reports, or claims of illness or injury.
- (U) Employees shall not punch or sign another employee's time card or worksheet.
- (V) Employees shall not engage in activities during non-working hours that are harmful to the county's service or which inhibit their effectiveness on the job.
- (W) Employees shall not be a party to a fraudulent act.
- (X) Employees shall not be involved in a theft of goods, services, or accept payment for time while not at an assigned duty.
- (Y) Employees shall not possess, use, or be under the influence of illegal drugs, legal drugs being used unlawfully, controlled substances, or intoxicating substances on County time, premises or business.
- (Z) Employees shall not harass, discriminate, bully, or otherwise intimidate for any reason any employee or other person while on company time and/or property.

DISCIPLINARY ACTION: Employees who violate any of the above work rules shall be subject to disciplinary action up to and including discharge.

May, 1983

Revised, 1/98 (Changed item (Y) only)

Revised, 4/2014 (added item (Z) only)

BAY COUNTY CLEAN INDOOR AIR POLICY
SMOKE FREE WORKPLACE

To protect and enhance indoor air quality and contribute to the health and wellbeing of all persons who work in and use Bay County buildings and vehicles, effective September 1, 1991, all Bay County buildings and vehicles shall be smoke-free. This policy is established pursuant to Board Resolution #91-149 and the Michigan Clean Indoor Air Act 1988 PA 294, 296, 315.

The success of this policy will depend upon the thoughtfulness and cooperation of smokers. Infractions of this policy should be brought to the attention of the appropriate supervisor who shall then report to the Director of the Bay County Health Department.

Adopted: 6/11/91
Effective: 9/01/91

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

BY: COMMITTEE OF THE WHOLE (3/10/2026)
 RESOLVED By the Bay County Board of Commissioners that the attached 2027 Budget Schedule and Calendar is approved.

JEROME CRETE, CHAIR
 AND COMMITTEE

Finance – 2027 Budget Schedule/Calendar

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				LARRY BESON				JEROME CRETE			
TIM BANASZAK				CHRISTOPHER T. RUPP							
VAUGHN J. BEGICK				JESSE DOCKETT							

VOTE TOTALS:

ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___

VOICE: YEAS ___ NAYS ___ EXCUSED ___

DISPOSITION: ADOPTED ___ DEFEATED ___ WITHDRAWN ___

AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___

BAY COUNTY, MICHIGAN
2027 BUDGET SCHEDULE AND CALENDAR

Tuesday 10-Mar-26	W & M /HUMAN SERVICES COMMITTEE OF THE WHOLE REVIEW & APPROVE BUDGET SCHEDULE / CALENDAR.
Tuesday 17-Mar-26	BOARD OF COMMISSIONERS REVIEW AND APPROVE BUDGET SCHEDULE / CALENDAR.
Tuesday 16-Jun-26	DISTRIBUTE 2027 PROPOSED BUDGET PACKAGE AND FORMS TO DEPARTMENTS.
Monday 20-Jul-26	DEPARTMENTS TO SUBMIT COMPLETED 2027 ON LINE PROPOSED BUDGET REQUEST TO THE BUDGET DEPARTMENT FOR SUMMARIZATION.
Friday 7-Aug-26	ALL SERVICE ENHANCEMENTS REQUESTS ARE DUE TO BUDGET DEPARTMENT NO EXCEPTIONS.
Monday 10-Aug-26	PROPOSED 2027 COUNTY EXECUTIVE BUDGET REPORT AVAILABLE AND THE PROPOSED FEE SCHEDULE FOR REVIEW BY DEPARTMENT HEADS.
Tuesday 11-Aug-26	COUNTY EXECUTIVE MEETS WITH INDIVIDUAL DEPARTMENT HEADS REGARDING 2027 PROPOSED BUDGET ADJUSTMENTS.
Sunday 13-Sep-26	PUBLISH AND POST NOTICE OF PUBLIC HEARING FOR THE 2027 BUDGET AND FOR THE PROPERTY TAX MILLAGE RATE PROPOSED TO BE LEVIED TO SUPPORT THE PROPOSED BUDGET.
Thursday 1-Oct-26	COUNTY EXECUTIVE SUBMITS 2027 PROPOSED BUDGET TO THE BOARD OF COMMISSIONERS, DEPARTMENT / DIVISION HEADS AND OTHER ELECTED OFFICIALS.
Thursday 1-Oct-26	BOARD OF COMMISSIONERS BEGINS REVIEW OF THE PROPOSED 2027 EXECUTIVE BUDGET.
Tuesday 6-Oct-26	W & M / HUMAN SERVICES COMMITTEE OF THE WHOLE REVIEWS THE PROPOSED 2027 BUDGET; AND ANNOUNCES THE PUBLIC HEARING FOR THE 2027 BUDGET TO BE HELD ON OCTOBER 13, 2026
Tuesday 13-Oct-26	PUBLIC HEARING ON COUNTY EXECUTIVE 2027 PROPOSED BUDGET AND FOR THE PROPERTY TAX MILLAGE RATE PROPOSED TO BE LEVIED TO SUPPORT THE PROPOSED BUDGET.
Sunday 1-Nov-26	PUBLISH AND POST NOTICE OF PUBLIC HEARING FOR THE BOARD OF COMMISSIONERS 2027 BUDGET AND FOR THE PROPERTY TAX MILLAGE RATE PROPOSED TO BE LEVIED TO SUPPORT THE PROPOSED BUDGET.
Tuesday 10-Nov-26	PUBLIC HEARING ON BOARD OF COMMISSIONERS 2027 PROPOSED BUDGET AND FOR THE PROPERTY TAX MILLAGE RATE PROPOSED TO BE LEVIED TO SUPPORT THE PROPOSED BUDGET.
Tuesday 17-Nov-26	TENTATIVE ADOPTION OF THE 2027 BUDGET BY THE BAY COUNTY BOARD OF COMMISSIONERS.

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

BY: COMMITTEE OF THE WHOLE (3/10/2026)
 WHEREAS, As part of the 2025 Annual Audit, the Bay County Finance Department prepares the State of Michigan Form F-65 called the Annual Local Unit Fiscal Report; and
 WHEREAS, The F-65 Report matches the audited financial statement numbers and is due on the same day that Bay County's 2025 Comprehensive Annual Financial Report is due June 30, 2026; and
 WHEREAS, Due to these dual requirements the Finance Department is requesting the Bay County Auditors, Rehmann Robson, prepare the F-65 Form on behalf of Bay County; and
 WHEREAS, The Bay County Finance Department requested a quote for this additional service from the Auditors. Rehmann Robson has verified they will prepare Form F-65 for \$5,000. The 2026 Budget has funds to cover this expense under the Board of Commissioners audit fees expense line item. The F-65 expense was noted in the 2026 Budget under the text notes of the BOC audit fees line item; Therefore, Be It
 RESOLVED That the Bay County Board of Commissioners approves the Engagement of Understanding/Change Order with Rehmann Robson for the preparation of the state-required F-65 Form with a cost not to exceed \$5,000; Be It Further
 RESOLVED That the Chairman of the Board is authorized to execute said Letter of Understanding/Change Order on behalf of Bay County following Corporation Counsel review and approval; Be It Finally
 RESOLVED That any related budget adjustments, if required, are approved.

JEROME CRETE, CHAIR
 AND COMMITTEE

Finance – Approval of Audit F-65 Form with Rehmann Robson

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				LARRY BESON				JEROME CRETE			
TIM BANASZAK				CHRISTOPHER T. RUPP							
VAUGHN J. BEGICK				JESSE DOCKETT							

VOTE TOTALS:

ROLL CALL: YEAS____ NAYS____ EXCUSED____

VOICE: YEAS____ NAYS____ EXCUSED____

DISPOSITION: ADOPTED____ DEFEATED____ WITHDRAWN____

AMENDED____ CORRECTED____ REFERRED____ NO ACTION TAKEN____

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

BY: COMMITTEE OF THE WHOLE (3/10/2026)
 WHEREAS, The rules and regulations governing Program Income Usage for Housing Rehabilitation Loans changed in 2018; and
 WHEREAS, Income exceeding \$35,000 retains its federal status and must be spent on approved Emergency Repair projects within twelve (12) months or returned to the State of Michigan. Income below \$35,000 threshold may be transferred to the County's General Fund upon final approval from the Michigan Economic Development Corporation (MEDC); and
 WHEREAS, The Program Income accumulated balance for July 1, 2024, to June 30, 2025, totals \$23,591.00. A transfer of these funds to the General Fund, Unrestricted Fund Balance is requested; Therefore, Be It
 RESOLVED That the Bay County Board of Commissioners approves the transfer of \$23,591.00 to the General Fund, Unrestricted Fund Balance, subject to final approval from the Michigan Economic Development Corporation (MEDC); Be It Further
 RESOLVED That related budget adjustments, if required, are approved.

JEROME CRETE, CHAIR
 AND COMMITTEE

Finance – Program Income Funds Transfer from Housing Rehabilitation Loans

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				LARRY BESON				JEROME CRETE			
TIM BANASZAK				CHRISTOPHER T. RUPP							
VAUGHN J. BEGICK				JESSE DOCKETT							

VOTE TOTALS:

ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___

VOICE: YEAS ___ NAYS ___ EXCUSED ___

DISPOSITION: ADOPTED ___ DEFEATED ___ WITHDRAWN ___

AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

BY: COMMITTEE OF THE WHOLE (3/10/2026)
 WHEREAS, As part of Bay County's 2025 Annual Audit implementation of the new standard GASB 101 Compensated Absences became effective; and
 WHEREAS, This standard revises the liability that governments record for compensated absences payable to include any sick, vacation, personal time, military time, family (maternity) leave, or other PTO reasonably expected to be used by employees or paid out to them at separation; and
 WHEREAS, Because this is the first year that this GASB 101 is being implemented approval is requested for a Rehmann Robson Change Order to assist Bay County with implementing GASB 101; and
 WHEREAS, The Bay County Finance and Personnel Departments requested a quote from the County's auditors, Rehmann Robson, to provide implementation assistance, and Rehmann Robson has confirmed its ability to assist with this process; and
 WHEREAS, Due to the number of union and non union agreements and the complexity of the required calculations, the fee for this service will depend upon the amount of time involved, and Rehmann Robson has provided a Change Order quote ranging from a minimum of \$5,000 up to an amount not to exceed \$12,000; and
 WHEREAS, Assistance with GASB 101 implementation expense was not included in the 2026 budget therefore we are requesting the use of General Fund's Fund balance to pay for this service; Therefore, Be It
 RESOLVED That the Bay County Board of Commissioners approves the Rehmann Robson Change Order for assistance with implementation of GASB 101, in an amount not to exceed \$12,000, with funds to come from General Fund, Fund Balance; Be It Further
 RESOLVED That the Chairman of the Board is authorized to execute the Change Order on behalf of Bay County following Corporation Counsel review and approval; Be It Finally
 RESOLVED That related budget adjustments, if required, are approved.

JEROME CRETE, CHAIR
 AND COMMITTEE

Finance - Rehmann Robson Change Order 2026

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				LARRY BESON				JEROME CRETE			
TIM BANASZAK				CHRISTOPHER T. RUPP							
VAUGHN J. BEGICK				JESSE DOCKETT							

VOTE TOTALS:

ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___

VOICE: YEAS ___ NAYS ___ EXCUSED ___

DISPOSITION: ADOPTED ___ DEFEATED ___ WITHDRAWN ___

AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

BY: COMMITTEE OF THE WHOLE (3/10/2026)
RESOLVED That the Bay County Board of Commissioners hereby approves the claims against the County as follows:

ACCOUNTS PAYABLE:

Table with 2 columns: Date and Amount. Rows include 2/11/2026 (\$220,089.58), 2/11/2026 (\$462,833.46), 2/18/2026 (\$181,351.58), 2/25/2026 (\$205,504.06), and 3/4/2026 (\$1,574,008.72).

JEROME CRETE, CHAIR AND COMMITTEE

Payables

MOVED BY COMM.
SUPPORTED BY COMM.

Table with 12 columns: Commissioner Name, Y, N, E, Commissioner Name, Y, N, E, Commissioner Name, Y, N, E. Rows list KATHY NIEMIEC, LARRY BESON, JEROME CRETE, TIM BANASZAK, CHRISTOPHER T. RUPP, VAUGHN J. BEGICK, and JESSE DOCKETT.

VOTE TOTALS:
ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___
VOICE: YEAS ___ NAYS ___ EXCUSED ___
DISPOSITION: ADOPTED ___ DEFEATED ___ WITHDRAWN ___
AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

BY: COMMITTEE OF THE WHOLE (3/10/2026)

WHEREAS, On June 20, 2023, the Bay County Board of Commissioners cast a 3-2 vote in favor of selecting Douglas Stone as Trustee to the Bay County Library System Board of Trustees serving the term July 1, 2023, through June 30, 2028; and

WHEREAS, Issues of concern have been reported to members of the Board of Commissioners regarding the conduct of Mr. Stone that allege Mr. Stone is guilty of either official misconduct, or habitual or willful neglect of duty in his position as Library Trustee, which is a basis for removal from his position as Trustee by the appointing authority, the Bay County Board of Commissioners, pursuant to MCL 46.11(n). Specifically, the statute reads, in pertinent part, as follows:

A county board of commissioners, at a lawfully held meeting, may do 1 or more of the following:

* * *

(n)[R]emove an officer or agent appointed by the board if, in the board's opinion, the officer or agent is incompetent to execute properly the duties of the office or if, on charges and evidence, the board is satisfied that the officer or agent is guilty of official misconduct, or habitual or willful neglect of duty, and if the misconduct or neglect is a sufficient cause for removal. However, an officer or agent shall not be removed for that misconduct or neglect unless charges of misconduct or neglect are presented to the county board of commissioners or the chairperson of the county board of commissioners, notice of the hearing, with a copy of the charges, is delivered to the officer or agent, and a full opportunity is given the officer or agent to be heard, either in person or by counsel.

MCL 46.11(n) (emphasis added); and

WHEREAS, Pursuant to MCL 46.11(n), Board Chair Banaszak is requesting that the Board approve the initiation of proceedings to consider, at a public hearing, Mr. Stone's potential removal from office. Mr. Stone shall be provided with a copy of a formal written notice outlining the charges and a notice of hearing of said proceeding. This hearing should be set to directly follow the Committee of the Whole Meeting on April 7, 2026. At that hearing, the Board will receive evidence of the alleged misconduct and/or habitual or willful neglect of duty of Mr. Stone in his position as Library Trustee, and Mr. Stone shall have an opportunity, if he chooses, to address and be heard by the Board prior to any vote being taken on the issue of removal; and

WHEREAS, That this Board initiate action to consider the removal of Douglas Stone as Bay County Library Board Trustee pursuant to MCL 46.11(n).

That Bay County Corporation Counsel should be directed to draft and serve the Notice of Hearing and Charging Document that shall include, at a minimum, the

following allegations communicated to the Board of Commissioners as a basis to consider removal:

1. Statements made by Trustee Stone at a Library Board Meeting on April 24, 2024, in which he stated “I think more needs to be done to discriminate against the homeless” referring to the unhoused as it relates to provision of library services. During that same meeting, Trustee Stone also stated, “I see a bum carrying stuff from the parking lot to the front door.” Subsequently, at the May 22, 2024, Library Board Meeting, Trustee Stone stated that, “[t]his (meeting minutes) says there is a law that says you can’t exclude bums from the library.”
2. Statements made by Trustee Stone at the November 19, 2025, Library Board meeting, in which he stated that “the board is nothing but a rubber stamp, it’s just a joke.” He repeated similar remarks at the February 25, 2026, Library Board meeting, again stating that the “board is nothing but a rubber stamp and a joke,” and further asserting that he “can’t imagine that they (Bay County residents) give a shit about the library.”
3. Release of statements to Bay County Commissioners, the public, and media containing false information regarding the library system, including misleading and incorrect data surrounding the number of employees, the budget, and the library’s general fund, which would be detrimental to the library’s public standing and request for a millage renewal; and
4. Falsely asserting, both to the Library Board, County Board of Commissioners, and/or members of the public, that he has repeatedly asked Library Administration for supporting financial and budget data but has been denied, and attempting to support his assertion with altered and/or after-created documents; and
5. That the above actions may establish Mr. Stone’s:
 - a. Failure to fulfill his responsibilities to “work to assure adequate funding for the Library” and “be an advocate for the Library” as clearly set forth in Article VI, Section 1 of the Bay County Library System Board of Trustees’ By-Laws;
 - b. Failure to fulfill his responsibilities to “[p]rovide good working conditions, compensation and benefits for the Library’s staff” as set forth in Article VI, Section 1 of the Bay County Library System Board of Trustees’ By-Laws;
 - c. Failure to fulfill his responsibilities “[t]o assure provision of a full range of quality services and a balanced collection of library materials to meet the educational, informational and recreational needs of all citizens of Bay County” as set forth in Section 3 of the Bay County Library System Board of Trustees’ By-Laws; and
 - d. Failure to abide by the Code of ethics as set forth in Article IX, Section 2 of the Bay County Library System Board of Trustees’ By-Laws by failing to

“distinguish clearly in [his] actions and statements between [his] personal philosophies and attitudes and those of the institution” and by failing to “[p]romote a high level of service while observing ethical standards” as set forth in that same section; and

- WHEREAS,** The Board will consider and/or determine if any or all the above allegations are true and, if true, whether they establish official misconduct, or habitual or willful neglect of duty, and if the misconduct or neglect is sufficient cause for removal of Mr. Stone from his positions as Library Board Trustee; Therefore, Be It
- RESOLVED** That the Bay County Board of Commissioners hereby initiates proceedings pursuant to MCL 46.11(n) to consider the removal of Douglas Stone from the Bay County Library System Board of Trustees; Be It Further
- RESOLVED** That a public hearing on this matter shall be scheduled to immediately follow the Committee of the Whole Meeting of the Bay County Board of Commissioners on April 7, 2026; Be It Further
- RESOLVED** That Bay County Corporation Counsel is directed to prepare and serve upon Douglas Stone a formal Notice of Hearing and Charging Document consistent with the requirements of MCL 46.11(n), which shall include, at a minimum, the following allegations communicated to the Board of Commissioners as potential grounds for removal: (1) Statements made by Trustee Stone at a Library Board Meeting on April 24, 2024, in which he stated “I think more needs to be done to discriminate against the homeless” referring to the unhoused as it relates to provision of library services. During that same meeting, Trustee Stone also stated, “I see a bum carrying stuff from the parking lot to the front door.” Subsequently, at the May 22, 2024, Library Board Meeting, Trustee Stone stated that, “[t]his (meeting minutes) says there is a law that says you can’t exclude bums from the library.” (2) Statements made by Trustee Stone at the November 19, 2025, Library Board meeting, in which he stated that “the board is nothing but a rubber stamp, it’s just a joke.” He repeated similar remarks at the February 25, 2026, Library Board meeting, again stating that the “board is nothing but a rubber stamp and a joke,” and further asserting that he “can’t imagine that they (Bay County residents) give a shit about the library.” (3) Release of statements to Bay County Commissioners, the public, and media containing false information regarding the library system, including misleading and incorrect data surrounding the number of employees, the budget, and the library’s general fund, which would be detrimental to the library’s public standing and request for a millage renewal; and (4) Falsely asserting, both to the Library Board, County Board of Commissioners, and/or members of the public, that he has repeatedly asked Library Administration for supporting financial and budget data but has been denied, and attempting to support his assertion with altered and/or after-created documents; and (5) That the above actions may establish Mr. Stone’s: (a) Failure to fulfill his responsibilities to “work to assure adequate funding for the Library” and “be an advocate for the Library” as clearly set forth in Article VI, Section 1 of the Bay County Library System Board of Trustees’ By-Laws; (b) Failure to fulfill his responsibilities to “[p]rovide good working conditions, compensation and benefits for the Library’s staff” as set forth in Article VI, Section 1 of the Bay County Library System Board of Trustees’ By-Laws; (c) Failure to fulfill his responsibilities “[t]o assure provision of a full range

of quality services and a balanced collection of library materials to meet the educational, informational and recreational needs of all citizens of Bay County” as set forth in Section 3 of the Bay County Library System Board of Trustees’ By-Laws; and (d). Failure to abide by the Code of ethics as set forth in Article IX, Section 2 of the Bay County Library System Board of Trustees’ By-Laws by failing to “distinguish clearly in [his] actions and statements between [his] personal philosophies and attitudes and those of the institution” and by failing to “[p]romote a high level of service while observing ethical standards” as set forth in that same section.

**JEROME CRETE, CHAIR
AND COMMITTEE**

Board of Commissioners - Approval to Initiate Proceedings Pursuant to MCL 46.11(n) To Consider Removal of Douglas Stone as Bay County Library System Trustee

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
KATHY NIEMIEC				LARRY BESON				JEROME CRETE			
TIM BANASZAK				CHRISTOPHER T. RUPP							
VAUGHN J. BEGICK				JESSE DOCKETT							

VOTE TOTALS:

ROLL CALL: YEAS___ NAYS___ EXCUSED___

VOICE: YEAS___ NAYS___ EXCUSED___

DISPOSITION: ADOPTED___ DEFEATED___ WITHDRAWN___

AMENDED___ CORRECTED___ REFERRED___ NO ACTION TAKEN___

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 17, 2026

RESOLUTION

BY: BAY COUNTY BOARD OF COMMISSIONERS (3/17/2026)
RESOLVED By the Bay County Board of Commissioners that the following report is received:

- 1. Employment Status Report – February 2026

TIM BANASZAK, CHAIR
AND BOARD

County Executive – Status Reports

MOVED BY COMM.
SUPPORTED BY COMM.

Table with 12 columns: COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E. Rows include KATHY NIEMIEC, LARRY BESON, JEROME CRETE, TIM BANASZAK, CHRISTOPHER T. RUPP, VAUGHN J. BEGICK, and JESSE DOCKETT.

VOTE TOTALS:
ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___
VOICE: YEAS ___ NAYS ___ EXCUSED ___
DISPOSITION: ADOPTED ___ DEFEATED ___ WITHDRAWN ___
AMENDED ___ CORRECTED ___ REFERRED ___ NO ACTION TAKEN ___

Page 1 of 1
 CHANGES IN EMPLOYMENT STATUS
 FEBRUARY 2026

<u>EMPLOYEE NAME</u>	<u>DEPARTMENT</u>	<u>DATE</u>
<u>NEW HIRES (Regular Status):</u>		
Tyler Sutherland Community Center Manager	Recreation & Facilities	2/23/2026
Amanda Hibbler Correctional Facility Officer	Sheriff – Jail	2/27/2026
<u>NEW HIRE (On-call/temporary):</u>		
Amanda Cohoon Temp Part-time Social Worker	Department on Aging	02/18/2026
<u>TRANSFER:</u>		
Kailey Mize From: Temp Transportation GIS Tech	EACD	2/25/2026
To: Full-time Transportation GIS Tech		
Charles Cribley From: Temp Help	Central Dispatch	2/17/2026
To: PT 911 Outreach Support		
Alexis Savage From: Dep Juvenile Register	Probate Court	2/17/2026
To: GREAT prog Assistant		
Joshua Vanderlaan From: Trans Planner/GIS Tech	Env Affairs & Comm Development	2/16/2026
To: Trans Planner GIS Manager		
<u>RETURN:</u>		
Kathryn Middleton CFO	Sheriff - Jail	2/26/2026
<u>SEPARATIONS:</u>		
Meaghan Booth Deputy Court Clerk	District Court	2/20/2026
Julie Flores Outreach Typist Clerk III	Health Dept WIC	2/18/2026
Valery Bonnee Dispatcher	Central Dispatch	2/11/2026
Bryan Gillett Transportation GIS Manager	Env Affairs & Comm Dev	2/6/2026
<u>RETIREMENT:</u>		

BAY COUNTY BOARD OF COMMISSIONERS

FEBRUARY 17, 2026

THE BAY COUNTY BOARD OF COMMISSIONERS MET FOR A REGULAR SESSION ON TUESDAY, FEBRUARY 17, 2026, FOURTH FLOOR OF THE BAY COUNTY BUILDING, 515 CENTER AVENUE, BAY CITY, MI 48708. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN TIM BANASZAK AT 4:00 P.M. WITH THE FOLLOWING MEMBERS AND GUESTS PRESENT.

ROLL CALL: COMMISSIONERS KATHY NIEMIEC, VAUGHN J. BEGICK, LARRY BESON, CHRISTOPHER T. RUPP, JESSE DOCKETT, JEROME CRETE, AND CHAIRMAN TIM BANASZAK

OTHER MEMBERS: KATHLEEN B. ZANOTTI, BAY COUNTY CLERK
KAYLA FRIEND, SECRETARY TO THE COUNTY CLERK
LINDSEY ARSENAULT, BOARD COORDINATOR
ALEX POIRIER, BOARD ADVISOR

ALSO PRESENT: JIM BARCIA, COUNTY EXECUTIVE
AMBER DAVIS-JOHNSON, CORPORATION COUNSEL
MATTHEW BEAVER, DIRECTOR OF ADMINISTRATIVE SERVICES AND VETERAN'S AFFAIRS
VARIOUS ELECTED OFFICIALS
VARIOUS DEPARTMENT HEADS

INVOCATION: THE INVOCATION WAS GIVEN BY THE BAY COUNTY CLERK, KATHLEEN B. ZANOTTI

PLEDGE OF ALLEGIANCE:

IN ADDITION TO THESE TYPED MINUTES, WHICH ARE NOT VERBATIM BUT AN OVERVIEW OF ACTION TAKEN, THIS MEETING WAS VIDEOTAPED BY BCTV AND THOSE TAPES ARE AVAILABLE FOR REVIEW IN THE ADMINISTRATIVE SERVICES DEPARTMENT OR CAN BE VIEWED ON BAY COUNTY'S WEBSITE.

MINUTES

MOTION 10: COMM. RUPP MOVED TO APPROVE THE BOARD MINUTES FOR THE BAY COUNTY BOARD OF COMMISSIONERS' SPECIAL MEETING OF DECEMBER 9, 2025, AND REGULAR MEETINGS OF DECEMBER 16, 2025, AND JANUARY 20, 2026, AS PRESENTED. IT WAS SUPPORTED BY COMM. DOCKETT AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

AGENDA APPROVAL

MOTION 11: COMM. BEGICK MOVED TO APPROVE THE AGENDA FOR THE BOARD OF COMMISSIONERS' REGULAR BOARD MEETING OF FEBRUARY 17, 2026. IT WAS SUPPORTED BY COMM. BESON AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

CITIZENS INPUT

PETITIONS AND COMMUNICATIONS

MOTION 12: COMM. DOCKETT MOVED TO RECEIVE THE PRESENTATION FROM REGION VII AREA AGENCY ON AGING CEO DAYNA ALTOM. IT WAS SUPPORTED BY COMM. CRETE AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

MS. ALTOM: MS. ALTOM, THE NEW CEO OF REGION VII AREA AGENCY ON AGING, PROVIDED AN OVERVIEW OF THE AGENCY. IT IS FEDERALLY DESIGNATED UNDER THE OLDER AMERICANS ACT AND DISTRIBUTES STATE AND FEDERAL FUNDS ACROSS THE TEN COUNTIES IT SERVES. REGION VII ALLOCATES APPROXIMATELY \$700,000 ANNUALLY TO BAY COUNTY FOR SERVICES, WITH AN ADDITIONAL \$1 MILLION IN SUPPORTS ACCESSED BY ABOUT 300 OLDER ADULTS THROUGH THE MY CHOICE WAIVER PROGRAM. SHE EMPHASIZED THE AGENCY'S ADVOCACY EFFORTS AT THE LOCAL, STATE, AND NATIONAL LEVELS AND STRESSED THE IMPORTANCE OF STRONG PARTNERSHIPS WITH THE COUNTY, INCLUDING COLLABORATION WITH STATE LEGISLATORS. SHE ASKED THAT BAY COUNTY ENSURE ITS SEATS ON REGION VII'S BOARD OF DIRECTORS AND ADVISORY COUNCIL REMAIN FILLED SO THAT THE AGENCY'S WORK CONTINUES TO REFLECT LOCAL NEEDS. SHE ALSO HIGHLIGHTED DEMOGRAPHIC TRENDS, NOTING THAT NEARLY ONE-QUARTER OF BAY COUNTY RESIDENTS ARE AGE 65 OR OLDER, THE 85+ POPULATION IS EXPECTED TO DOUBLE BY 2050, AND OVERALL POPULATION DECLINE IS PROJECTED. SHE EMPHASIZED THE GROWING IMPORTANCE OF COLLABORATION GIVEN THESE TRENDS AND EXPRESSED HER COMMITMENT TO WORKING TOGETHER.

MR. BESON: EXPRESSED HOW PROUD HE IS TO SERVE ON THE REGION VII AREA AGENCY ON AGING BOARD AND IS HONORED TO REPRESENT AND SUPPORT THE RESIDENTS OF BAY COUNTY.

MOTION 13: COMM. BEGICK MOVED TO REMOVE THE REGION VII AREA AGENCY ON AGING BOARD OF DIRECTORS APPOINTMENT LETTER SUBMITTED BY MARY DONNELLY IN ERROR, AND TO RECEIVE ONLY THE LETTER SUBMITTED BY MELVIN MCNALLY. IT WAS SUPPORTED BY COMM. CRETE AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

MOTION 14: COMM. BESON MOVED TO RECEIVE THE CITY OF BAY CITY APPLICATIONS FOR AN OBSOLETE PROPERTY REHABILITATION EXEMPTION DISTRICT AND CERTIFICATE FOR 108-110 N. LINN STREET, BAY CITY, MI. IT WAS SUPPORTED BY COMM. CRETE AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

REPORTS/RESOLUTIONS OF COMMITTEES

**COMMITTEE OF THE WHOLE – FEBRUARY 3, 2026 (JEROME CRETE, CHAIR; CHRISTOPHER RUPP, VICE CHAIR)
MEETING CANCELED**

COMMITTEE OF THE WHOLE – FEBRUARY 10, 2026 (JEROME CRETE, CHAIR; CHRISTOPHER RUPP, VICE CHAIR)

RES. 2026-17: COMM. CRETE MOVED TO ADOPT RES. 2026-17; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED THE 2026 PROPOSED MSU EXTENSION AGREEMENT OF SERVICES FOR THE PERIOD OF JANUARY 1, 2026, THROUGH DECEMBER 31, 2026. IT WAS SUPPORTED BY COMM. RUPP AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

RES. 2026-18: COMM. CRETE MOVED TO ADOPT RES. 2026-18; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED THE BAY COUNTY FAIRGROUND INFRASTRUCTURE IMPROVEMENT PROJECTS AND AUTHORIZED THE BAY COUNTY FAIR AND YOUTH EXPOSITION BOARD TO APPLY FOR AVAILABLE GRANT FUNDING THROUGH THE MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT AND OTHER FUNDING SOURCES DEEMED APPROPRIATE, AND WHEN APPLICATIONS AND AWARDS ARE SECURED, THEY WILL BE BROUGHT BACK TO THE BOARD FOR FINAL APPROVAL. IT WAS SUPPORTED BY COMM. DOCKETT AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

RES. 2026-19: COMM. CRETE MOVED TO ADOPT RES. 2026-19; THE BAY COUNTY BOARD OF COMMISSIONERS AUTHORIZED THE BAY COUNTY SHERIFF'S OFFICE'S PARTICIPATION IN THE 2026 MARINE SAFETY

PROGRAM. IT WAS SUPPORTED BY COMM. BESON AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

RES. 2026-20: COMM. CRETE MOVED TO ADOPT RES. 2026-20; THE BAY COUNTY BOARD OF COMMISSIONERS AUTHORIZED THE SUBMITTAL OF THE 2026 MDHHS MEDICATION FOR OPIOID USE DISORDER PROGRAM GRANT. IT WAS SUPPORTED BY COMM. NIEMIEC AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

RES. 2026-21: COMM. CRETE MOVED TO ADOPT RES. 2026-21; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED THE REASSIGNMENT OF UP TO 700 ANNUAL WORK HOURS ANNUALLY FOR CHARLES CRIBLEY FROM BAY COUNTY EMERGENCY MANAGEMENT TO BAY COUNTY 911 CENTRAL DISPATCH IN A PART-TIME OUTREACH SUPPORT POSITION WITH FUNDING FOR THIS POSITION TO COME FROM THE 911 CENTRAL DISPATCH MILLAGE FUND. IT WAS SUPPORTED BY COMM. BEGICK AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

RES. 2026-22: COMM. CRETE MOVED TO ADOPT RES. 2026-22; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED THE ACCEPTANCE OF THE MICHIGAN ASSOCIATION FOR LOCAL PUBLIC HEALTH EMPLOYEE WELL BEING GRANT IN THE AMOUNT OF \$4,000. IT WAS SUPPORTED BY COMM. DOCKETT AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

RES. 2026-23: COMM. CRETE MOVED TO ADOPT RES. 2026-23; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED A ONE-TIME INTEGRATION OF THE ALADTEC SCHEDULING SOFTWARE WITH THE TIME CLOCK PLUS SOFTWARE FOR THE BAY COUNTY JUVENILE HOME FOR \$2,950, AND THE AGREEMENT WITH TIME CLOCK PLUS FOR TWELVE MONTHS OF USE, TRAINING, AND SUPPORT IN THE AMOUNT OF \$3,555 AS PREVIOUSLY APPROVED IN THE 2026 JUVENILE HOME BUDGET. IT WAS SUPPORTED BY COMM. RUPP AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

RES. 2026-24: COMM. CRETE MOVED TO ADOPT RES. 2026-24; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED THE BUDGET ADJUSTMENT OF UP TO \$110,000, WITH FUNDS TO COME FROM THE JUVENILE HOME RESERVE FUND BALANCE FOR YOUTH PLACEMENT AND HOUSING. IT WAS SUPPORTED BY COMM. BESON AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

- RES. 2026-25: COMM. CRETE MOVED TO ADOPT RES. 2026-25; THE BAY COUNTY BOARD OF COMMISSIONERS AUTHORIZED THE SUBMITTAL OF THE ANNUAL CONTRACT RENEWAL AND MEDICAID OWNERSHIP DISCLOSURE BETWEEN A&D HOME CARE, INC. WAIVER DIVISION AND BAY COUNTY (DEPARTMENT ON AGING). IT WAS SUPPORTED BY COMM. NIEMIEC AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.
- RES. 2026-26: COMM. CRETE MOVED TO ADOPT RES. 2026-26; THE BAY COUNTY BOARD OF COMMISSIONERS AWARDED THE MOSQUITO CONTROL INSECTICIDE BID ITEMS TO THE QUALIFIED BIDDERS PROVIDING THE BEST VALUE TO BAY COUNTY AS OUTLINED IN THE BID SUMMARY SHEET. IT WAS SUPPORTED BY COMM. BESON AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.
- RES. 2026-27: COMM. CRETE MOVED TO ADOPT RES. 2026-27; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED THE LIGHT TRAP DATA COLLECTOR'S CONTRACTS BETWEEN BAY COUNTY AND VARIOUS INDIVIDUALS (11) (LISTING ATTACHED) AND THAT THE COLLECTORS SHALL BE REIMBURSED AT THE RATE OF \$60 PER MONTH FOR THE MONTHS OF JUNE, JULY, AUGUST, AND SEPTEMBER, TOTALING \$2,640 FOR THE SEASON. IT WAS SUPPORTED BY COMM. DOCKETT AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.
- RES. 2026-28: COMM. CRETE MOVED TO ADOPT RES. 2026-28; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED THE CONTRACT WITH ENVIRONMENTAL RUBBER RECYCLING FOR THE 2026 SCRAP TIRE COLLECTION. IT WAS SUPPORTED BY COMM. RUPP AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.
- RES. 2026-29: COMM. CRETE MOVED TO ADOPT RES. 2026-29; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED THE PURCHASE OF A ONE-TIME EQUIPMENT UPGRADE FOR TWENTY-SIX (26) IPADS WITH FUNDS TO COME FROM THE 2026 BAY COUNTY MOSQUITO CONTROL BUDGET. IT WAS SUPPORTED BY COMM. BESON AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.
- RES. 2026-30: COMM. CRETE MOVED TO ADOPT RES. 2026-30; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED THE ELIMINATION OF THE SUMMER ICE RATE FROM THE BAY COUNTY CIVIC ARENA FEE SCHEDULE FOR 2026, EFFECTIVE IMMEDIATELY. IT WAS

SUPPORTED BY COMM. NIEMIEC AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

- RES. 2026-31: COMM. CRETE MOVED TO ADOPT RES. 2026-31; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED THE POSTING AND FILLING OF THIRTY-TWO (32) BAY COUNTY MOSQUITO CONTROL SEASONAL TECHNICIANS FOR THE 2026 TREATMENT SEASON AND ADDITIONALLY APPROVES THE REQUESTED WAGE INCREASE AS OUTLINED WITHIN THIS RESOLUTION. IT WAS SUPPORTED BY COMM. DOCKETT AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.
- RES. 2026-32: COMM. CRETE MOVED TO ADOPT RES. 2026-32; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED THE ADDITION OF ONE (1) DIRECTOR OF JUVENILE DETENTION TRAINEE POSITION AT THE BAY COUNTY JUVENILE DETENTION FACILITY AND AUTHORIZED A BUDGET ADJUSTMENT UP TO \$94,744, WITH FUNDING TO BE ALLOCATED FROM THE GENERAL FUND FUND BALANCE. IT WAS SUPPORTED BY COMM. RUPP AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.
- RES. 2026-33: COMM. CRETE MOVED TO ADOPT RES. 2026-33; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED THE CORRECTION TO THE 2026 BAY COUNTY GOLF COURSE FEE SCHEDULE BY INCREASING THE 18 HOLES WITH CART FOR OUTINGS FEE FROM \$32.00 TO \$33.00. IT WAS SUPPORTED BY COMM. BESON AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.
- RES. 2026-34: COMM. CRETE MOVED TO ADOPT RES. 2026-34; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED A BUDGET ADJUSTMENT IN AN AMOUNT NOT TO EXCEED \$80,000 FOR INFRASTRUCTURE IMPROVEMENTS AT THE BAY COUNTY FAIRGROUNDS, SPECIFICALLY FOR THE PARTIAL REPLACEMENT OF A FAILED UNDERGROUND WATER LINE. FUNDING FOR THIS PROJECT SHALL INCLUDE \$50,482.30 FROM UNRESTRICTED GENERAL FUND BALANCE ACCUMULATED FROM UNUSED HOUSING REHABILITATION RECAPTURED FUNDS, WITH REMAINING COSTS FUNDED EQUALLY, UP TO A MAXIMUM OF \$10,000 PER DEPARTMENT, FROM THE MOSQUITO CONTROL MILLAGE, ANIMAL CONTROL MILLAGE, AND THE BUILDING AND GROUNDS FAIRGROUNDS BUDGET. IT WAS SUPPORTED BY COMM. DOCKETT AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

RES. 2026-35: COMM. CRETE MOVED TO ADOPT RES. 2026-35; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED THE CLAIMS AGAINST THE COUNTY. IT WAS SUPPORTED BY COMM. RUPP AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

RES. 2026-36: COMM. CRETE MOVED TO ADOPT RES. 2026-36; THE BAY COUNTY BOARD OF COMMISSIONERS AUTHORIZED THE SUBMISSION OF THE 2026-2027 MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC) RENEWAL GRANT AND AUTHORIZED CHANGES OR ADJUSTMENTS TO THE MIDC PLAN, AS NEEDED OR REQUIRED WITH GUIDANCE FROM THE MIDC COMMISSION AND REGIONAL MANAGER PRIOR TO SUBMITTING THE PLAN. IT WAS SUPPORTED BY COMM. NIEMIEC AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

BOARD OF COMMISSIONERS (TIM BANASZAK, CHAIR; VAUGHN J. BEGICK, VICE CHAIR)

RES. 2026-37: COMM. BEGICK MOVED TO ADOPT RES. 2026-37; THE BAY COUNTY BOARD OF COMMISSIONERS RECEIVED THE EMPLOYMENT STATUS REPORT FOR JANUARY 2026. IT WAS SUPPORTED BY COMM. BESON AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

RES. 2026-38: COMM. BEGICK MOVED TO ADOPT RES. 2026-38; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED THE HIRING OF THE SELECTED CANDIDATE FOR THE COMMUNITY CENTER MANAGER POSITION AT THE 4-YEAR RATE OF \$57,012.40 ANNUALLY. IT WAS SUPPORTED BY COMM. DOCKETT AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

COMM. BEGICK: HE NOTED THAT BECAUSE THE POSITION IS BEING FILLED AT A HIGHER LEVEL, THE DUTIES WILL BE MORE INVOLVED. THE CANDIDATE'S BACKGROUND AND TRAINING SEEM TO BE EXTENSIVE AND APPROPRIATE FOR THE ROLE.

MS. GIGNAC: MS. GIGNAC EXPLAINED THAT THEY PLAN TO HIRE A GENTLEMAN NAMED TYLER, WHO BRINGS EXTENSIVE RECREATION EXPERIENCE FROM THE SAGINAW AREA. HE HOLDS A DEGREE IN RECREATION AND PARKS AND HAS WORKED WITH POOL OPERATIONS, DAY CAMPS, YOUTH SPORTS, AND LARGE EVENT COORDINATION. BECAUSE OF HIS EXTENSIVE BACKGROUND IN RECREATION, HIRING HIM AT A HIGHER LEVEL MAKES SENSE.

RES. 2026-39: COMM. BEGICK MOVED TO ADOPT RES. 2026-39; THE BAY COUNTY BOARD OF COMMISSIONERS AUTHORIZED THE SUBMITTAL OF A LETTER OF INTENT AND AN APPLICATION FOR FISCAL YEAR 2027 STATE OF MICHIGAN COUNTY VETERAN SERVICE GRANT. IT WAS SUPPORTED BY COMM. BESON AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

COMM. BEGICK: HE ASKED IF THE COUNTY WILL RECEIVE THE FULL AMOUNT THIS TIME AND IF THEY'VE HEARD ANYTHING ABOUT INCREASING THE AMOUNT.

MR. BEAVER: HE STATED THAT DUE TO MORE COUNTIES APPLYING, IT WON'T BE AS MUCH AS YEARS PAST, BUT THEY WILL RECEIVE THE ANTICIPATED AMOUNT. THEY ARE VERY GRATEFUL FOR IT.

RES. 2026-40: COMM. BEGICK MOVED TO ADOPT RES. 2026-40; THE BAY COUNTY BOARD OF COMMISSIONERS ESTABLISHED THAT THE VETERANS' AFFAIRS COMMITTEE MEMBERSHIP SHALL BE EXPANDED FROM FIVE (5) MEMBERS TO SEVEN (7) MEMBERS, WITH THE FIRST APPOINTMENTS FOR THESE POSITIONS BEING STAGGERED AS FOLLOWS: 6TH COMMITTEE POSITION: APPOINTED IN 2026 FOR A PARTIAL ONE (1) YEAR TERM TO EXPIRE ON DECEMBER 31, 2026, AND ELIGIBLE FOR REAPPOINTMENT TO SUBSEQUENT FULL FOUR (4) YEAR TERMS; 7TH COMMITTEE POSITION: APPOINTED IN 2026 FOR A PARTIAL TWO (2) YEAR TERM TO EXPIRE ON DECEMBER 31, 2027, AND ELIGIBLE FOR REAPPOINTMENT TO SUBSEQUENT FULL FOUR (4) YEAR TERMS. IT WAS SUPPORTED BY COMM. DOCKETT AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

COMM. BEGICK: HE SHARED THAT SEVERAL GOOD CANDIDATES HAD APPLIED FOR THE POSITION BUT COULD NOT BE APPOINTED DUE TO PREVIOUS MEMBERS RETURNING. HE ADDED THAT IT WOULD BE BENEFICIAL TO ADD A FEW MORE MEMBERS TO THE BOARD.

MR. BARCIA: HE STATED THAT THE BOARD PROVIDES VALUABLE OVERSIGHT OF THE VETERANS DEPARTMENT AND THAT THE FIVE CURRENT MEMBERS HAVE AN OUTSTANDING TRACK RECORD. HE THANKED COMM. BEGICK FOR HIS NUMEROUS YEARS OF SERVICE AS CHAIR AND NOTED THAT EXPANDING THE BOARD WOULD PROVIDE MORE OPPORTUNITIES FOR ADDITIONAL INPUT INTO THE DEPARTMENT.

RES. 2026-41: COMM. BEGICK MOVED TO ADOPT RES. 2026-41; THE BAY COUNTY BOARD OF COMMISSIONERS APPROVED THE PURCHASE AND

IMPLEMENTATION OF CLEAROV BUDGETING AND REPORTING SOFTWARE UNDER THE SOLE SOURCE METHOD, AS CLEAROV IS THE ONLY BUDGETING SOFTWARE AVAILABLE THAT INTERFACES WITH BAY COUNTY'S FINANCIAL SOFTWARE, TYLER ENTERPRISE, AND A BUDGET ADJUSTMENT OF \$61,905 FROM THE UNRESTRICTED GENERAL FUND FUND BALANCE TO FUND THIS PURCHASE. IT WAS SUPPORTED BY COMM. RUPP AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

COMM. BEGICK: HE ASKED IF THIS SOFTWARE BLENDS IN WITH WHAT THEY CURRENTLY HAVE.

MR. TREPkowski: HE EXPLAINED THAT THE NEW SYSTEM INTEGRATES WITH THE EXISTING TYLER SOFTWARE AND WILL ALLOW FOR MULTI-YEAR BUDGETING AND SCENARIO FORECASTING. THE SYSTEM WILL ALSO PRODUCE AN ANNUAL BUDGET BOOK WITH CLEAR VISUALS AND GRAPHS, MAKING THE BUDGET EASIER TO UNDERSTAND.

RES. 2026-42: COMM. BEGICK MOVED TO ADOPT RES. 2026-42; THE BAY COUNTY BOARD OF COMMISSIONERS RESCINDED RESOLUTION 2025-232 IN ITS ENTIRETY AND RE-AUTHORIZED THE PREVIOUSLY APPROVED ALLOCATION OF \$360,000 OF OPIOID SETTLEMENT FUNDS FOR USE BY THE COMMUNITY CORRECTIONS PROGRAM TO COVER THE COST OF PLACEMENT OF UP TO 100 INDIVIDUALS IN THE TRI-CAP (OR SIMILAR) RESIDENTIAL TREATMENT FACILITY. IT WAS SUPPORTED BY COMM. CRETE AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

MS. DAVIS-
JOHNSON:

SHE REPORTED THAT THE COUNTY INITIALLY EXPLORED CREATING AN ENDOWMENT FUND WITH THE COMMUNITY FOUNDATION TO COMPLY WITH IRS REQUIREMENTS, WHICH WOULD HAVE REQUIRED THE FOUNDATION TO RETAIN VARIANCE POWER TO REASSIGN FUNDS IN THE FUTURE IF A NEW COMMUNITY PROBLEM BECAME MORE PRESSING. BECAUSE THE OPIOID SETTLEMENT AGREEMENTS PREVENT THE COUNTY FROM ALLOWING THAT VARIANCE POWER, THE ENDOWMENT STRUCTURE WAS NOT VIABLE. THE BAY AREA COMMUNITY FOUNDATION WAS UNDERSTANDING OF THESE LIMITATIONS AND INSTEAD AGREED TO SERVE AS THE COUNTY'S AGENT TO DISTRIBUTE OPIOID REMEDIATION FUNDS UNDER A DIFFERENT TYPE OF AGREEMENT.

REPORTS OF COUNTY OFFICIALS/DEPARTMENTS

COUNTY EXECUTIVE, JIM BARCIA

MR. BARCIA:

HE PROVIDED AN UPDATE TO THE BOARD AND THE PUBLIC ON THE SHELTER PROJECT, REMARKING THAT CREWS CONTINUE TO MAKE STEADY PROGRESS DESPITE THE BITTER COLD TEMPERATURES. HE ALSO SHARED THAT WORK AT THE BAY COUNTY HEALTH DEPARTMENT IS ADVANCING RAPIDLY, AND HE MENTIONED THE POSITIVE FEEDBACK RECEIVED REGARDING THE COMMUNITY CENTER POOL.

COMMISSIONER COMMENTS

UNFINISHED BUSINESS

NEW BUSINESS

PUBLIC INPUT

MISCELLANEOUS

ANNOUNCEMENTS

2026 APPOINTMENTS

MARCH

BAY ARENAC BEHAVIORAL HEALTH AUTHORITY (FOUR, 3-YEAR TERMS EXPIRING: C. GIRARD, T. BANASZAK, K. NIEMIEC, J. CRETE)

REGION VII AREA AGENCY ON AGING ADVISORY COUNCIL (TWO, 3-YEAR TERMS EXPIRING: M. DONNELLY, M. MELVIN)

JUNE

LIBRARY BOARD (ONE, 5-YEAR TERM EXPIRING: C. PARKE)

OCTOBER

BAY COUNTY DEPARTMENT OF HUMAN SERVICES (ONE, 3-YEAR TERM EXPIRING: J. SCHMIDT)

LAND BANK AUTHORITY (ONE, CITY OF BAY CITY REPRESENTATIVE, 3-YEAR TERM EXPIRING: D. KIESEL)

NOVEMBER

BAY COUNTY BUILDING AUTHORITY (ONE, 6-YEAR TERM EXPIRING: R. MEAD)

DECEMBER

DEPARTMENT ON AGING ADVISORY COMMITTEE (FOUR, 2-YEAR TERMS EXPIRING: DISTRICTS 2,4,6 & AT-LARGE)
BAY COUNTY VETERAN'S AFFAIR COMMITTEE (ONE, 4-YEAR TERM: V. DIGBY)

CLOSED SESSION

RECESS/ADJOURNMENT

MOTION 15: COMM. DOCKETT MOVED TO ADJOURN THE REGULAR BOARD SESSION OF FEBRUARY 17, 2026. THE MEETING CONCLUDED AT 4:27 P.M. IT WAS SUPPORTED BY COMM. BEGICK AND PASSED BY VOICE VOTE: 7 YEAS, 0 NAYS, 0 EXCUSED.

TIM BANASZAK, CHAIRMAN
BOARD OF COMMISSIONERS
BAY COUNTY, MICHIGAN

KATHLEEN ZANOTTI
BAY COUNTY CLERK
BAY COUNTY, MICHIGAN

KAYLA FRIEND
SECRETARY TO THE CLERK
BAY COUNTY, MICHIGAN