

WAYS AND MEANS COMMITTEE

AGENDA

TUESDAY, FEBRUARY 5, 2013

4:00 P.M.

COMMISSION CHAMBERS, FOURTH FLOOR, BAY COUNTY BUILDING

PAGE NO.

- I CALL TO ORDER
 - II ROLL CALL
 - 1-4 III MINUTES (12/4/12)
 - IV PUBLIC INPUT
 - V PETITIONS AND COMMUNICATIONS
- 5-27 A. Drain Commissioner - GLRI Grant Application (**Seeking endorsement of grant application for Great Lakes Restoration Initiative funding for "Kawkawlin River - Targeted Phosphorus and E Coli Reduction" - proposed resolution attached**)
 - 28-29 B. Court Administrator (Circuit & District) - 74th District Court Treatment Grants (**Seeking authorization to make application for Federal Byrne Grant and State Court Administrator's Office Grant; authorization for Board Chair to sign; approval of required budget adjustments - proposed resolution attached**)
 - 30-33 C. Court Administrator (Probate) - Amendment to Contract for Court Appointed Guardian Services (**Seeking approval of Amendment; authorization for Board Chair to sign; approval of required budget adjustments - proposed resolution attached**)
 - 34-36 D. Assistant County Executive for Recreation and Administrative Services - Coastal Zone Management Grant (**Seeking authorization to make application for CZM funding to develop a natural/historic/tourism "app" for Bay County; authorization for Board Chair to sign required documents; approval of required budget adjustments - proposed resolution attached**)
 - E. Director of Environmental Affairs & Community Development
 - 37-38 1. Coastal Zone Management Grant for Boardwalk to Beach (**Seeking authorization to make application for CZM funding for Boardwalk to Beach at Bay City State Recreation Facility; authorization for Board Chair to sign required documents; approval of required budget adjustments - proposed resolution attached**)
 - 39-46 2. Amendment to Bay County Solid Waste Management Plan (**Seeking authorization to proceed with a draft amendment to the Solid Waste Management Plan to allow for transfer facilities and when completed to present to the full Board for public hearing and final approval - proposed resolution attached**)
 - 47-48 F. Health Director - Amendment # 3 to the Comprehensive Planning Budgeting and Contracting (CPBC) Agreement (**Seeking approval of amendment # 3; authorization for Board Chair to sign required documents; approval of required budget adjustments - proposed resolution attached**)

- G. Mosquito Control
 - 49-57 1. Scrap Tire Cleanup Grant (**Seeking authorization to make application for grant funding (\$3,000) for a cleanup day or resident drop-off day - proposed resolution attached**)
 - 58-60 2. Light Trap Data Collector Agreements (**Seeking approval of agreements with 12 collectors - proposed resolution attached**)
 - 61-64 3. Control Material Bid Award (**Seeking approval of recommended bid award(s); extension of agreement with Valent BioSciences - proposed resolution attached**)
- H. Director of Division on Aging
 - 65-66 1. Kitchen Retention Project (**Seeking authorization to proceed with request to advertise and retain Architect/Engineering services; authorization for Board Chair to sign required documents; approval of required budget adjustments - proposed resolution attached**)
 - 67-68 2. Bay Area Community Foundation Grant (**Seeking authorization to make application to the Bay Area Community Foundation Grant for the Healthy Senior Nature Walk; authorization for Board Chair to sign required documents; approval of required budget adjustments - proposed resolution attached**)
- I. Personnel Director - Tuition Reimbursement - Jill McKeon (Finance Dept.) (**Receive**)
 - 69-74
- J. Finance Director
 - 75 1. Analysis of General Fund Unreserved/Undesignated Fund Balance - 2013 (**Receive**)
 - 76 2. Executive Directive #2007-11 (**Receive**)
- VI REFERRALS
- VII UNFINISHED BUSINESS
 - A. Golf Course Issues
 - 1. Golf Cart Leases/Purchases (**Discussion**)
 - 77 2. Golf Course Mower (**Discussion**)
- VIII NEW BUSINESS
- IX CLOSED SESSION (when requested)
- X MISCELLANEOUS
- XI ANNOUNCEMENTS
- XII ADJOURNMENT

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

**WAYS AND MEANS COMMITTEE
MINUTES**

MEETING OF THE BAY COUNTY WAYS AND MEANS COMMITTEE HELD ON TUESDAY, DECEMBER 4, 2012, IN THE COMMISSIONERS CONFERENCE ROOM, FOURTH FLOOR, BAY COUNTY BUILDING.

CALL TO ORDER BY CHAIR KRYGIER AT 4:00 P.M.

ROLL CALL:

MOTION NO.

COMMISSIONERS PRESENT:		1	2	3	4	5	6	7	8	9	10	11	12
ERNIE KRYGIER, CHRMN	P	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
DONALD J. TILLEY, V.CHRMN.	P	Y	S/Y	M/Y	S/Y	Y	Y	Y	S/Y	M/Y	M/Y	M/Y	Y
MICHAEL J. DURANCZYK	P	S/Y	Y	S/Y	Y	Y	M/Y	M/Y	Y	Y	S/Y	S/Y	Y
BRANDON KRAUSE	P	Y	M/Y	Y	M/Y	M/Y	Y	Y	Y	Y	Y	Y	S/Y
VAUGHN J. BEGICK	P	Y	Y	Y	Y	S/Y	Y	S/Y	Y	Y	Y	Y	Y
JOE DAVIS	P	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
TOM RYDER	P	M/Y	Y	Y	Y	Y	Y	Y	M/Y	Y	Y	Y	M/Y
CHRISTOPHER RUPP	P	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
KIM COONAN, EX OFFICIO	P	Y	Y	Y	Y	Y	S/Y	Y	Y	S/Y	Y	Y	Y

MOTION NO.

COMMISSIONERS PRESENT:		13	14	15	16	17	18	19	20	21	22	23	24
ERNIE KRYGIER, CHRMN		Y	Y	Y	Y	Y	Y						
DONALD J. TILLEY, V.CHRMN.		M/Y	S/Y	S/Y	M/Y	S/Y	Y						
MICHAEL J. DURANCZYK		S/Y	Y	Y	Y	Y	M/Y						
BRANDON KRAUSE		Y	M/Y	Y	S/Y	Y	S/Y						
VAUGHN J. BEGICK		Y	Y	Y	Y	Y	Y						
JOE DAVIS		Y	Y	Y	Y	Y	Y						
TOM RYDER		Y	Y	Y	Y	M/Y	Y						
CHRISTOPHER RUPP		Y	Y	Y	Y	Y	Y						
KIM COONAN, EX OFFICIO		Y	Y	M/Y	Y	Y	Y						

MOTION NO.

COMMISSIONERS PRESENT:		25	26	27	28	29	30	31	32	33	34	35	36
ERNIE KRYGIER, CHRMN													
DONALD J. TILLEY, V.CHRMN.													
MICHAEL J. DURANCZYK													
BRANDON KRAUSE													
VAUGHN J. BEGICK													
JOE DAVIS													
TOM RYDER													
CHRISTOPHER RUPP													
KIM COONAN, EX OFFICIO													

OTHERS PRESENT: T.HICKNER, M.GRAY, M.FITZHUGH, C.HEBERT, T.QUINN, R.BRZEZINSKI, D.ENGELHARDT, R.JIMINEZ, T.JERRY, B.MACGREGOR, J.STRASZK. MEAD, K.PRIESSNITZ, B.SHORT, F.HORGAN, W.BEHMLANDER, D.EAST, J.ENGEL, C.IZWORSKY BAY 3 TV, D.BERGER

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

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NOTE: In addition to these typed minutes, this Committee meeting was also taped by Bay 3 TV and those tapes are available for review in the Administrative Services Department or can be viewed on Bay County's website www.baycounty-mi.gov/executive/videos.

- 1 MOVED, SUPPORTED AND CARRIED TO APPROVE THE MINUTES OF THE OCTOBER 2, 2012 WAYS AND MEANS COMMITTEE MEETING AS PRINTED.**

Public input was called. Committee Chair Krygier announced that the proposed reclassifications of the Health Director and the Personnel Director were being referred to the December Personnel/Judicial Committee meeting. Wanda Behmlander, President of three USW labor units, was appreciative of the referral of the reclassifications to allow more time for review.

The first agenda item dealt with the transfer from the Delinquent Tax Revolving Fund. Bay County Treasurer Rick Brzezinski explained his recommendation on the amount to be transferred. While the net income before contribution and transfers was \$1,247,676 and past practice would be to transfer that amount, the Treasurer recommends keeping the transfer the same in 2013 as was transferred in 2012, i.e. \$1,150,000 and if positive trends continue, then return to the practice of transferring the amount of net earnings. It was

- 2 MOVED, SUPPORTED AND CARRIED TO CONCUR WITH THE TREASURER'S RECOMMENDATION AND RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION BASED ON THAT RECOMMENDATION (TREASURER).**

- 3 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION AUTHORIZING THE SWIFT AND SURE SANCTIONS PROBATION PROGRAM GRANT APPLICATION WHICH REQUIRES NO LOCAL CASH MATCH (CIRCUIT & DISTRICT COURTS).**

- 4 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION RENEWING THE COUNTY'S LIABILITY INSURANCE COVERAGE WITH MMRMA WITH A CORRECTION TO THE PREMIUM COST WHICH SHOULD BE REFLECTED AS \$448,565, AN INCREASE OVER 2012 (CORPORATION COUNSEL).**

Marty Fitzhugh, Corporation Counsel, noted that while the premium is increasing, the County will receive a refund totaling \$263,900 which will be left on deposit for active claims.

- 5 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION REFLECTING AMENDMENT # 1 TO THE CPBC CONTRACT (HEALTH DEPT.)**

- 6 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION APPROVING THE MDEQ AGREEMENT (HEALTH DEPT.)**

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It was noted that additional funds are being provided by the MDEQ and this will allow for additional water testing.

- 7 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION RE 2013 HOUSEHOLD MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT FOR LOCAL EMERGENCY PLANNING COMMITTEE (EMERGENCY MANAGEMENT).**

- 8 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION RE DIGITAL INFORMATION LICENSING AGREEMENT (BCATS/GIS).**

- 9 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION RE MICHIGAN DEPARTMENT OF AGRICULTURE GRANT (ANIMAL CONTROL).**

- 10 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION RE FIREWALL INTRUSION DETECTION MONITORING 3 YEAR AGREEMENT (ISD).**

- 11 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION RE ANNUAL PLAN OF WORK AGREEMENT (MSU EXTENSION).**

- 12 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION RE PURCHASE OF TIME CLOCKS (4) FOR MOSQUITO CONTROL, CIVIC ARENA, GOLF COURSE AND COMMUNITY CENTER (PERSONNEL/PAYROLL DEPT.).**

- 13 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION RE BUDGET ADJUSTMENTS (VARIOUS).**

- 14 MOVED SUPPORTED AND CARRIED TO RECEIVED ANALYSIS OF GENERAL FUND UNRESERVED/UNDESIGNATED FUND BALANCE 2012 (FINANCE DEPT.).**

- 15 MOVED, SUPPORTED AND CARRIED TO RECEIVE EXECUTIVE DIRECTIVE #2007-11 (FINANCE DEPT.).**

The next item on the agenda was the proposed 2013 budget. It was noted that the recommended reclassifications will be removed pending outcome of referral to Personnel/Judicial Committee. Briefly touched upon were health care costs. Commissioner Begick questioned if the County provides birth control and Barb MacGregor responded affirmatively that coverage for birth control pills can come from various sources, i.e. grants, sliding fee scale, other funding. It was

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- 16 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED 2013 BAY COUNTY BUDGET EXCLUDING THE RECLASSIFICATIONS (HEALTH DIRECTOR AND PERSONNEL DIRECTOR) AND THE COUNTY CLERK'S OFFICE SALARY CHANGE.**

Frances Horgan, Purchasing Agent, advised of a bid award that will require approval to sign a contract. The bid for waste removal is awarded in two parts, i.e. Republic Waste for the waste removal and recycling materials and Waste Management for the County's biomedical waste removal. It was

- 17 MOVED, SUPPORTED AND CARRIED TO CONCUR WITH THE RECOMMENDED BID AWARDS, I.E. REPUBLIC WASTE FOR WASTE REMOVAL AND RECYCLING MATERIALS AND WASTE MANAGEMENT FOR THE COUNTY'S BIOMEDICAL WASTE REMOVAL; AUTHORIZATION FOR BOARD CHAIR TO SIGN THE REQUIRED CONTRACTS FOLLOWING LEGAL REVIEW; APPROVAL OF REQUIRED BUDGET ADJUSTMENTS (PURCHASING).**

- 18 MOVED, SUPPORTED AND CARRIED TO ADJOURN (4:34 P.M.).**

Submitted by:

Deanne Berger

Deanne Berger
Board Coordinator

GLRI GRANT CONTRACT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND BAY COUNTY DRAIN COMMISSION

This Grant Contract ("Contract") is made between the Michigan Department of Environmental Quality ("State") and the Bay County Drain Commission ("Grantee").

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the Great Lakes Restoration Initiative. This Contract is subject to the terms and conditions specified herein.

Project Name:	KAWKAWLIN RIVER - TARGETED PHOSPHORUS AND E COLI REDUCTION	Project #:	<u>2012-0103</u>
Amount of grant:	<u>\$995,005.00</u>	% of grant state <u>0</u> / % of grant federal <u>100</u>	
Amount of match:	<u>\$209,628.00</u> = 17.40%	PROJECT TOTAL:	<u>\$1,204,633.00</u> (grant plus match)
Start Date:	<u>January 1, 2013</u>	End Date:	<u>September 30, 2015</u>

GRANTEE CONTACT:

Mr. Joseph Rivet
Name/Title
BAY COUNTY DRAIN COMMISSION
Organization
515 Center Avenue
Address
Bay City, MI 48978
Address
989-895-4290
Telephone Number
989-895-4292
Fax Number
rivetj@baycounty.net
E-mail Address
38-6004837
Federal ID Number

Grantee DUNS Number

STATE'S CONTACT:

Mr. Thad Cleary
Name/Title
DEQ-WRD Nonpoint Source Unit
Division/Bureau/Office
P.O. Box 30458
Address
Lansing, MI 48909-7958
Address
517-335-4172
Telephone Number
517-373-9958
Fax Number
clearyt@mi.gov
E-mail Address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Contract on behalf of their agencies, and that the parties will fulfill the terms of this Contract, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature
Joseph Rivet, Drain Commissioner
Name/Title

Date

FOR THE STATE:

WILLIAM CREAL, CHIEF
WATER RESOURCES DIVISION
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Date

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I. PROJECT SCOPE

This Contract and its appendices constitute the entire Contract between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A, and such activities as are authorized by the State under this Contract. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Contract.

(B) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD

Upon signature by the State, the Contract shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

III. CHANGES

Any changes to this Contract shall be requested by the Grantee in writing, and approved in writing by the State. The State reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Contract.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting period	Due Date for electronic narrative and budget	Due Date full status report (including documentation)
January 1 – March 31	April 8	April 30
April 1 – June 30	July 8	July 30
July 1 – September 30	October 8	Before October 15*
October 1 – December 31	January 8	January 30

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page one. All required supporting documentation (invoices, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee must provide a draft final report 30 days prior to the end date of the contract. The Grantee shall submit

the final progress report, including all supporting documentation for expenses, along with the final project report and any other outstanding products 30 days after the End Date of the Grant.

(C) The Grantee must provide copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the US Environmental Protection Agency Great Lakes Restoration Initiative in partnership with the DEQ and local stakeholders.

(E) If 8 percent or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the State funded all or a portion of its development.

The State retains an irrevocable license to reproduce, publish and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VII. ASSIGNABILITY

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Contract is the responsibility of the State and not the responsibility of the Grantee if the liability is caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees, respectively as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

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No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies or their families shall benefit financially from any part of this Contract.

XIII. ANTI-LOBBYING

If all or a portion of this contract is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this contract is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this contract for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45CFR1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to the grant contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five (5) years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Contract, or from the actions of others for whom the Grantee may be held liable.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Contract must not be financed by any source other than the State under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Contract is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Contract, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under this Contract.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Contract.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Contract may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.express.state.mi.us>).

(F) An amount equal to 10 percent (10%) of the last year of the grant award, \$20,000.00, will be withheld by the State until the project is completed in accordance with Section XIX, Closeout and Appendix A.

(G) The Grantee is committed to the match percentage on page one of the Contract, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Contract.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract or by State law, final payment under this Contract shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Contract.

XX. CANCELLATION

This Contract may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXI. TERMINATION

(A) This Contract may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State in an attempt to secure a sub-contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
- d. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs a through c, above.
- e. If the Grantee or any subcontractor, manufacturer or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Energy, Labor, and Economic Growth or its successor.

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

PROGRAM SPECIFIC SECTION

XXII. FEDERAL FUNDING REQUIREMENTS

A maximum of \$995,005.00 or 100 % of total disbursements, is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA.) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is GL-00E01124, and this grant is funded with Federal funds from the U.S. Environmental Protection Agency. By accepting this Contract, the Grantee shall comply

with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to, the following:

(A) **Single Audit.** Grantees receiving \$500,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with OMB Circular A-133. This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year, or 30 days after receiving the report from the auditors. The Grantee must submit a copy of the Audit Report to the Michigan Department of Environmental Quality at the following address:

Michigan Department of Education
Office of Audits
Hannah Building, 4th Floor, B-17
P.O. Box 30008
Lansing, MI 48909

It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

(B) The Grantee agrees to fulfill conditions that the Federal Government has imposed on the State as a condition of Federal funding as indicated herein and in all appendices.

(C) The Grantee will comply with the **Hatch Political Activity Act**, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

(D) **Disadvantage Business Enterprise Rule (DBE).** The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

The following requirements apply if the federal funds are used for expenditures for contracted services:

In accordance with the USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance programs, contained in 40 CFR, Part 33, Subpart C, the Grantee agrees to Accept the applicable "fair share" goals negotiated with USEPA by the Michigan Department of Environmental Quality as follows:

MBE 2% WBE 6%

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to ensure that sub-recipients, loan recipients and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, whether the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. The reports must be submitted annually for the period ending September 30 for 40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education); and 40 CFR 35 Subpart A and Subpart B Recipients.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. EPA Form 5700-52A may be obtained on the Internet at www.epa.gov/osbp.

The recipient agrees to comply with the contract administrations provisions of 40 CFR, Section 33.302, which establishes that a prime contractor must pay its subcontractor by 30 days after the grant recipient has made payment.

(E) **Recycled Paper.** In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

(F) **Recycled Products.** The grantee shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA. These guidelines are listed in 40 CFR 247.

(G) **Payment to Consultants:** USEPA participation in the salary rate (excluding overhead) paid to individual consultants by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2012, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed. (The recipient will pay these in accordance with their normal travel reimbursement practices).

Subrecipients with firms for services that are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provided the recipient with responsibility for the selection, direction, and control of the individuals who will be

providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

(H) **Subawards.** The grantee agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- (3) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (4) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (5) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (6) Obtain DEQ's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (7) Obtain approval from DEQ for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable

(I) **Copyrighted Material.** In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, the USEPA has the right to reproduce, publish, use, or authorize others to use copyrighted work or other data developed under this assistance agreement for Federal purposes. Examples of Federal purpose include but are not limited to: (1) Use by the USEPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in USEPA documents provided the documents do not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with the USEPA to carry out a national environmental program within their jurisdiction; and (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of the USEPA's authorization to the grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of: a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b. termination or expiration of this agreement. In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

(J) **Drug-Free Workplace.** The recipient organization of this USEPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 29 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

(K) **Executive Pay.** Grantees whose gross income in the previous tax year was \$300,000 or more will verify in writing to the DEQ Project Administrator that they are exempt from reporting total compensation of Executives required under the federal Transparency Act, as defined in 2 CFR 170.320. In so doing, the grantee is stating that:

1. They did not in the preceding tax year receive:
 - 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act; and
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act; and
2. The public does not have access to information about the compensation of executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(L) **Trafficking.** Grantees, contractors and subcontractors may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the grant or subcontracts.

(M) **Hotel-Motel Fire Safety.** Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines in the Hotel and Motel Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance.

(N) **Food and Refreshments.** The Grantee agrees to obtain prior written approval from the DEQ project administrator for the use of grant funds to attend meetings, conferences, training workshops and outreach activities (events), and for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The Grantee must send requests for approval to the DEQ PA and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

(O) **Meetings, Conferences, Travel Costs.** At least 45 days in advance, the grantee shall request approval for any travel plans not previously anticipated and not previously approved as part of this grant. The request shall include a description of the event, the location of the event, the event sponsor, travel dates, the grantee's role in the event, the number of travelers and estimated travel costs, and a justification. The request should also include a justification describing why this travel is a necessary part of this grant. The grantee agrees that if any travel occurs without DEQ written approval, it does so at its own risk.

(P) **Signage.** Where applicable, grantees shall ensure that a visible project identification sign (with the Great Lakes Restoration Initiative logo provided by the DEQ) is erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. The grantee will determine the design, placement and materials for each sign. The GLRI logo should be accompanied with the statement indicating that the (recipient name) received financial support in the amount of (EPA funds awarded in this grant) from the EPA.

(Q) **BeachGuard.** The grantee must report all beach data to the Michigan BeachGuard database.

(R) **Best management Practices.** Recipient agree to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications.

(S) Grantees must meet the **geospatial and reporting requirements** specified at http://www.epa.gov/geospatial/docs/National_Geospatial_Data_Policy.pdf.

All data, including geospatial data, should be collected, acquired, processed, documented, stored, accessed, maintained and retired through the use of complete, consistent and integrated metadata.

XXIII. QUALITY ASSURANCE/QUALITY CONTROL

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Projects involving the use of existing environmental data or collection of new environmental data must submit a Quality Assurance Project Plan (QAPP) to the DEQ. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the DEQ approves the QAPP. QAPPs must be submitted to the DEQ within 45 days of the acceptance of the grant.

Appendix A
Kawkawlin River – Targeted Phosphorus and E. coli Reduction
Tracking code # 2012-0103
Project Description

A. Statement of Water Quality Concerns/Issues

In 1983 a phosphorus loading target of 440 metric tons per year was established for Saginaw Bay to help minimize algae-related odor problems in the Saginaw drinking water supply system and lower total phosphorus concentrations in the inner bay. Subsequent updates on progress towards achieving this target load, the last prepared in 1991, indicated that annual phosphorus loads exceeded this target, sometimes substantially. The Michigan Department of Environmental Quality (DEQ) report MI/DEQ/WB-09/063 (Vincent, 2009) recently examined phosphorus loads to Saginaw Bay from the 9 major sub-basins.

The model indicated that agriculture is the major source of phosphorus to Saginaw Bay. Long Term Hydrologic Impact Assessment (L-THIA) model predicted that 90 percent of the annual phosphorus load due to surface runoff to the Bay is from agricultural lands. The model also indicated that when normalized by area, the Kawkawlin-Pine sub-basin has a total phosphorus load per acre similar to the Shiawassee, and Flint River Watersheds, and fourth highest overall.

Since the Kawkawlin River discharges directly to the Saginaw Bay, it has substantial impacts on the nearshore area of the inner Bay. The Kawkawlin River discharges about a mile from the Bay City State Recreation Area beach. This beach has been documented with continual algae (muck) problems since the 1950s. Problems at the Bay City State Recreation Area have been identified in the Saginaw River/Bay Remedial Action Plan, and are significant contributing factors to the Aesthetic and Beach Closing Beneficial Use Impairment (BUI) listings in this Area of Concern. While the discharge from the Kawkawlin River normally follows the counter-clockwise current of the inner bay, according to ongoing National Oceanic and Atmospheric Administration (NOAA) research their hydrodynamic models show regular flow reversals (every few days, roughly), when the dominant winds shift and push the currents the other way, or set up eddy currents in this area of the inner bay (Craig Stow, NOAA - 2012). Under these circumstances discharges from the Kawkawlin River could be contributing to elevated phosphorus and E. coli levels at this beach.

Physical Description

The Kawkawlin River Watershed is a major tributary of the Kawkawlin-Pine sub-basin (46.4% by land area), and includes coastal shoreline along Saginaw Bay in Lake Huron. It is located primarily in Bay County with its northwestern headwaters located in Midland and Gladwin Counties, and a small portion located in Saginaw County to the south. Spanning approximately 225 square miles (144,000 acres), the Kawkawlin River is formed by the confluence of two tributaries with entirely different characteristics. The North Branch of the Kawkawlin River (48% forested/wetland; 43% agricultural) is a 36 mile long, rocky bottomed, swift-flowing, meandering stream that originates in a heavily forested area of Gladwin and Midland Counties. The South Branch of the Kawkawlin River (73% agricultural; 12.6% urban) is a 12.9 mile long, slow moving, agricultural/urban drainage area. These two branches meet forming the Kawkawlin River and then flow another 4.63 miles through an urbanized area to its confluence with Saginaw Bay.

The Kawkawlin River Watershed is commonly broken into 6 subwatersheds (See Kawkawlin River Subwatersheds map). Watershed boundaries were delineated according to United States Geological Survey (USGS) Hydrologic Unit Code (HUC) boundaries.

Watershed Management Plan Critical Areas

Critical areas for restoration are those subwatersheds that have the most potential of contributing the greatest amounts of nonpoint source (NPS) pollution which impairs or threatens water quality in the Watershed. The identification of critical sites within the priority areas defines the sites to target the implementation of Best Management Practices (BMPs).

In evaluating projected phosphorus loadings and identified priority sites from the approved Kawkawlin River Watershed management plan subwatersheds 0206 Kawkawlin River, 0204 Culver Creek, 0205 North Branch Kawkawlin River, and 0203 Dingman Creek were highlighted as critical areas. In order to maximize phosphorus load reduction to the Saginaw Bay we will focus restoration efforts in the subwatersheds closest to the Bay. The Kawkawlin Creek subwatershed in the headwaters of the Kawkawlin River was identified as the highest priority for protection and will be targeted for conservation easements.

Many of the areas identified for correction are part of the South Branch Kawkawlin River Subwatershed. This system is predominantly agricultural and runoff from this watershed has created a continual algal bloom at the confluence with the Kawkawlin River. On the North Branch of the Kawkawlin River sediment and nutrient loadings have created dissolved oxygen problems and are currently under a Total Maximum Daily Load (TMDL) developed in 2007. Prolific growth of rooted and detached macrophytes were noted during a DEQ biological survey in the North Branch Kawkawlin River (Morse, 1994), and elevated nutrient levels, including phosphorus and ammonia, capable of causing nuisance aquatic plant growth were noted both in the 1993 and 2000 DEQ biological surveys (Morse, 1994 and Rockafellow, 2006).

In addition to the documented phosphorus problems in the Kawkawlin River Watershed, bacterial contamination is also a serious concern impacting total and partial body contact recreation. Since 2005, the Kawkawlin River has been under a public health advisory 209 times for excessive levels of *Escheria coli* (*E. coli*). It is scheduled for a TMDL to address these issues in 2017. To date the Bay County Health Department has initiated a database of septic system information for the Kawkawlin River and used the county's Geographic Information System (GIS) to identify specific parcels at risk for failure. Based on file review of active septic system permits done through the Kawkawlin River Watershed Management planning effort, there are approximately 451 permitted septic systems within the watershed with a median age of 36 years old. Another 438 parcels were not listed as being connected to municipal sewer and had no records of any on-site septic system.

Data from field survey work done identified known NPS pollution sites contributing to these problems:

- Livestock sites (significant to severe NPS problem) – 14
- 129 rill/gully erosion sites contributing 979 tons/year of sediment
- 45 v-ditches for agricultural drainage contributing 365 tons/year of sediment
- 165 tile outlet erosion sites contributing 561 tons/year of sediment
- 3 road crossing erosion sites contributing 159 tons/year of sediment
- 9 livestock access sites contributing 775 tons/year of sediment
- 92% of channels without buffers
- 4 animal holding facilities adjacent to streams
- Conventional tillage plowing to edge of stream contributing 4,450 tons/year (sediment load according to High Impact Targeting modeling)

The above referenced site specific data will be used to prioritize and implement appropriate best management practices to target phosphorus and E. coli reduction efforts. Since much of the phosphorus is adhered to sediment, sediment control is necessary to achieve the projected phosphorus load reductions.

While this project is focused on phosphorus reduction in the Kawkawlin River Watershed, studies done in the area have identified pesticides as a water quality issue in tributaries to the Saginaw Bay (A Pesticide Screening Study of Tributaries to the Saginaw Bay – MDEQ, MI/DEQ/SWQ-95/056). Pesticides detected in the Kawkawlin River included: atrazine, cyanazine, EPTC, metolachlor, alachlor, carbofuran, clomazone and diazinon. Diazinon was detected above the Final Acute Value. The approved watershed management plan for the Kawkawlin River identifies outreach on pesticide management as a key component to improve water quality.

B. Project Goals and Objectives

The primary focus of this project is to reduce phosphorus loads to specific sub-watersheds of the Kawkawlin River. The BMPs selected to achieve the phosphorus load reduction goals will also reduce sediment loads to the Saginaw Bay.

This project has identified a list of outputs including:

1. 6 miles of agricultural buffers along tributaries to the Kawkawlin River.
2. 6000 acres of cover crops.
3. 100 acres of no-till.
4. 6000 acres of residue management.
5. 200 acres of herbaceous wind barrier (permanent).
6. 1500 acres of herbaceous wind barrier (temporary).
7. Remediate 54 high priority rill and gully erosion sites.
8. Remediate 165 high/medium priority tile outlet erosion sites.
9. Install 3 small above ground manure storage structures on hobby farms identified as high priority for manure management problems.
10. Install 1000 feet of livestock exclusion fencing.
11. Protect 100 acres utilizing conservation easements.
12. Develop 6 Nutrient Management Plans for small/medium farms identified as a high priority for manure management problems.
13. Develop a septic system maintenance outreach program with the Bay County Health Department and do 6 septic system maintenance "check-ups".
14. Hold 6 informational outreach meetings on various topics including but not limited to: lawn care, small farm management, septic system maintenance, and conservation easements. The outreach meetings will be advertised locally and regionally through associations, email, and forums to broaden the audience and the reach of the project messages;
15. Develop a report and recommendations on pesticide management practices in the Kawkawlin River Watershed.
16. Multi-partner steering committee participation;
17. Two tours within the watershed to view projects that have successfully implemented advanced BMPs;
18. Educational materials for program promotion, including handouts and brochures;
19. Media spotlights to promote the program and successes;
20. A photo record of installed BMPs;
21. A list of participating farmers, practices installed, and acres impacted;
22. A final report will be submitted in the last quarter of the project that summarizes the project's tasks and results, conclusions, lessons learned, successes, and next steps.

It is anticipated that 30% of the projected phosphorus load reduction will be achieved by the end of this project. Specific load reductions estimated for this project: reduce the phosphorus load in the Kawkawlin River Watershed by 15,491 lbs/year, and sediment loads by 10,921 Tons/year. The specific load reductions for this project are estimated below:

1. 6 miles of agricultural buffers along tributaries to the Kawkawlin River – 1280 TONS/YR. SEDIMENT; 2048 LBS./YR. P.
2. 6000 acres of cover crops – 5200 TONS/YR. SEDIMENT; 6350 LBS./YR. P.
3. 100 acres of no-till – 90 TONS/YR. SEDIMENT; 125 LBS./YR. P.
4. 6000 acres of residue management – 1400 TONS/YR. SEDIMENT; 2400 LBS./YR. P.
5. 200 acres herbaceous wind barrier(permanent) – 520 TONS/YR. SEDIMENT; 654 LBS./YR. P.
6. 1500 acres herbaceous wind barrier(temporary) – 1050 TONS/YR. SEDIMENT; 1635 LBS./YR. P.
7. Remediate 54 high priority rill-gully erosion sites– 376 TONS/YR SEDIMENT; 602 LBS/YR. P.
8. Remediate 165 high/medium priority tile outlet erosion sites – 561 TONS/YR. SEDIMENT; 898 LBS/YR. P.
9. Remediate 45 v-ditch erosion sites – 365 TONS/YR SEDIMENT; 583 LBS/YR P
10. Install 3 small above ground manure storage structures on hobby farms identified as high priority for manure management problems – 87 LBS./YR. P.
11. Install 1000 feet of livestock exclusion fencing to address livestock access problem sites identified in field surveys– 79.3 TONS/YR. SEDIMENT; 109.5 LBS./YR. P.
12. 100 acres of Conservation Easements (Protected from development with estimated savings of 13 lbs/yr P.– not included in the load reduction estimate for the project)
13. Increase in knowledge regarding nutrient management practices by developing nutrient management plans for small farms.
14. Increase in knowledge regarding septic system maintenance by doing septic system maintenance “check-ups”.
15. Increase in knowledge regarding conservation tillage practices through implementation of BMPs.

C. Partners

Collaboration in the Kawkawlin River involves harnessing the energies of numerous groups already active in the restoration of this watershed. The Bay County Drain Commissioner (DEQ sub-awardee) successfully coordinated the development of the approved watershed management plan through a coordinated effort among federal/state/local government agencies and numerous non-profits. BCDC will continue this coordination role through the implementation of this project. In an effort to ensure effective implementation of this plan, BCDC will provide sub-awards to key organizations to implement a defined portion of the proposal. BCDC sub-awardees include: 1) Bay County Conservation District who will work with the agricultural community to implement BMPs; 2) Bay County Health Department who will work with homeowners to evaluate and correct septic system maintenance issues; 3) Little Forks Conservancy who will work with property owners in the headwater of the Kawkawlin River to implement conservation easement practices; and 4) UM Flint who will work with the Kawkawlin River Watershed Property Owners Association and other community groups to raise awareness and develop an ongoing outreach strategy for the watershed.

D. Evaluation

Watershed pollutant load reductions will be tracked through this project and be used to evaluate overall progress toward meeting load reduction goals identified for the Kawkawlin River Watershed. In attaining these phosphorus load reductions, this project will be moving the Saginaw Bay Area of Concern closer to addressing its Beneficial Use Impairments due to Eutrophication.

E. Project Summary

The Kawkawlin River Watershed (144,000 acres) is located in the western coastal basin of the Saginaw Bay. The purpose of this proposal is to accelerate the remediation of Saginaw Bay by implementing best management practices identified in the 319-approved Kawkawlin River watershed Plan that reduce phosphorus and bacteria. Restoration efforts in this primarily agricultural watershed will be targeted to high priority subwatersheds. The phosphorus reduction goal for the Kawkawlin River is 50,684 pounds per year, with a project goal of 30% of the load reduction achieved in 3 years.

Kawkawlin River – Targeted Phosphorus and E. coli Reduction Tracking code #2012-0103 Work Plan

TARGETED PHOSPHORUS AND E. COLI REDUCTION IN THE KAWKAWLIN RIVER WATERSHED WORK PLAN

TASK 1: CONTINUE STEERING COMMITTEE – 5% of project

Facilitate Steering Committee and Subcommittees:

Lead: Bay County Drain Commission (BCDC) - Continue the Kawkawlin River Watershed Steering Committee (Steering Committee) by involving representatives in the watershed from all agencies, groups, and municipalities with responsibilities or interests in the implementation process. Prepare agendas, meeting minutes, and other meeting materials. Arrange meeting locations and send meeting notices to Steering Committee members. Facilitate quarterly Steering Committee meetings. Hold Subcommittee meetings as necessary to direct and guide members through the implementation process. Assist with preparation of meeting materials.

Partners: Steering Committee members – Participate in meetings and provide input to process.

Products: Lists of Steering Committee members, meeting agendas (8), and minutes (8).

Evaluation: BCDC to track Steering Committee members' attendance at meetings to document diversity and continuum of involvement.

TASK 2: IMPLEMENT BMPs IN PRIORITY SUBWATERSHEDS – 65% of project

All engineering plans will be submitted to the DEQ per the "DEQ-NPS Engineering Review Guidance". Plans will be submitted nine weeks prior to the start of construction and construction will not begin without DEQ approved plans. Any work done prior to DEQ approval will not be reimbursed or counted as match.

A. Implement Vegetative Filtering Practices:

Lead: Bay County Conservation District (BCD) – Install 6 miles of agricultural buffers on Kawkawlin River tributaries to reduce pathogen, sediment, and nutrient loadings. Sites will be selected for BMP implementation following priority sites indicated in the WMP.

Partners: BCDC, Landowners, United States Department of Agriculture Natural Resource Conservation Service (USDA NRCS), DEQ – Provide assistance in surveys, designs, review, and installation of buffer strips.

Products: Installed BMPs and completed BMP sheet.

Evaluation: BCD to record acres of buffers installed; perform pollutant reduction calculations; take photos of before and after installation.

B. Implement Conservation Tillage and Cover Crop Practices:

Lead: BCD – Implement 6000 acres of cover crops; 100 acres of no-till; 6000 acres of residue management; 200 acres of herbaceous wind barriers (permanent); 1500 acres of herbaceous wind barriers (temporary). Make one-on-one contact with farmers. Discuss conservation tillage and cover crop practices and work with willing landowners to prevent wind and water erosion problems.

Partners: Landowner, NRCS, Michigan Department of Agriculture and Rural Development (MDARD)

Products: Implement BMPs and completed BMP sheet.

Evaluation: BCD to record completion of all BMPs implemented; perform pollutant reduction calculations; photos of before and after implementation.

C. Implement Erosion Control Techniques in priority subwatershed of the Kawkawlin River:

Lead: BCD – Implement erosion control structures (54 High Priority sites - rill and gully stabilization; 165 High/Medium Priority Sites - tile outlet repairs)

Partners: Landowners – work with BCD to install BMPs in accordance with Great Lakes Restoration Initiative (GLRI) grant.

Products: BMPs installed and BMP Sheet completed.

Evaluation: BCD to record completion of all installations of BMPs; perform pollutant reduction calculations; and take photos of before and after installation.

D. Implement Livestock Management Practices:

Lead: BCD – Install 3 small above ground manure storage structures on hobby farms; and 1,000 feet of livestock exclusion fencing. Make one-on-one contact with farmers. Discuss Nutrient Management BMPs for small farms with the landowner. Review livestock inventory within critical areas of watershed and identify the high priority livestock operations, work with willing landowners to correct polluted runoff problems.

Partners: Landowner, NRCS, MDARD

Products: Implement BMPs and completed BMP sheet.

Evaluation: BCD to record completion of all installations of BMPs; perform pollutant reduction calculations; photos of before and after installation.

E. Implement Conservation Easements (Kawkawlin Creek Subwatershed)

Lead: Little Forks Land Conservancy (LFC)

Partners: Landowner, Saginaw Basin Land Conservancy

Products: 100 acres of Conservation Easements

Evaluation: LFC to develop, record, and hold conservation easements; conservation easement documentation.

TASK 3: INFORMATION AND EDUCATION (I&E) ACTIVITIES – 25% of project

Acknowledgement of DEQ and GLRI funding on Information/Education products will be done in accordance with the “Acknowledgement on I/E Products Guidance”.

A. Implement I&E Strategy:

Leads: University of Michigan Flint Outreach (UMO) – Form I&E committee. Implement I&E phosphorus reduction efforts and evaluate pesticide management practices. BCHD will continue the development of an electronic tracking system for onsite septic systems to better target I&E outreach efforts to homeowners. Evaluated sites identified in the watershed management plan will be used to target outreach efforts to at risk systems. Any systems determined to be in failure will be brought back into compliance. BCD will work with farms to develop Nutrient Management Plans.

Partners: BCDC, BCD, BCHD, Saginaw Valley State University Little Forks Land Conservancy, Saginaw Basin Land Conservancy, Saginaw Bay Coastal Initiative, Kawkawlin River Watershed Property Owners Association (KRWPOA) – Disseminate I&E materials.

Products: electronic tracking system for onsite septic systems; 6 – Nutrient Management Plans; 6 – Septic system maintenance check-ups; 6 – Informational meetings on lawn care, small farm management, septic system maintenance, and conservation easements; 2 Watershed Tours; and Pesticide management evaluation report.

Evaluation: Number and percent of septic system permits entered into the electronic tracking system; Number of septic system evaluations completed, Number of NMPs completed, number of people attending events.

B. Implement Sustainability Strategy:

Lead: UMO – Work with partners to continue development and coordination of community support for restoration of the Kawkawlin River Watershed.

Partners: BCDC, BCD, Bay County Health Department, Saginaw Bay Coastal Initiative, Little Forks Conservancy, Saginaw Basin Land Conservancy, Saginaw Valley State University, KRWPOA – Identify local watershed priorities and determine how to sustain the watershed restoration effort.

Products: outreach materials; meeting minutes; Next Steps Action Agenda.

Evaluation: Number and diversity of partners, Activities conducted.

TASK 4: GRANT ADMINISTRATION AND CLOSE OUT – 5% of project

Provide draft and final products and deliverables in both hard copy and electronic format as specified in the Nonpoint Source Grant Administrative Summary. All work products will carry attribution to the US EPA GLRI and DEQ for funding assistance. Contractor qualification forms will be submitted for all contractors listed on the budget. Signage will be installed per the DEQ Project Administrator’s guidance. Signage will include credit to GLRI, DEQ and include the GLRI logo.

A. Develop and submit quarterly status reports following DEQ guidance:

Lead: BCDC – Develop and submit quarterly status reports following DEQ guidance. A Financial Status Report (FSR) and Narrative Report will be submitted by the 8th following the quarter, and then the full report (with invoices, etc.) must be submitted by the 30th in order to meet GLRI Accountability System (GLAS) reporting requirements. The STEPL model will be utilized for load calculations. Project progress will be evaluated with each quarterly report.

Products: Follow DEQ guidance.

B. Submit BMP forms:

Lead: BCDC – Submit BMP form using DEQ template for each reporting period in which BMP’s are installed. When a site is complete, the BMP form must include the pollutant load calculations for that site.

Products: Develop a project pollutant load reduction spreadsheet to track pollutant reductions from the various projects in the watershed to evaluate overall load reduction progress against watershed goals. Follow DEQ guidance on BMP tracking and reporting.

C. Provide draft and final products and deliverables in both hard and electronic format:

Lead: BCDC – Draft and final products will be submitted according to the DEQ Nonpoint Source Grant Administrative Summary.

Products: Follow DEQ guidance.

D. Develop and submit a draft and final report following DEQ guidance:

Lead: BCDC – Develop and submit a draft final report following DEQ guidance, at least 45 days prior to the end of the project. Incorporate DEQ comments and submit final report within 30 days of the end of the grant.

Products: Follow DEQ guidance.

E. Submit in both hard copy and electronic format a draft and final project fact sheet utilizing the DEQ template:

Lead: BCDC – Submit a hard and electronic copy of the draft final project fact sheet utilizing DEQ template 30 days prior to the end of the project. Submit final project fact sheet with final report.

Products: Follow DEQ guidance.

F. Submit electronic copy of all before and after photographs:

Lead: BCDC – Submit all before and after photos and other project related photos with final report.

Products: Follow DEQ guidance.

Project Milestones:

First Year Tasks	1 ST Quarter	2 ND Quarter	3 RD Quarter	4 TH Quarter
Steering Committee (1)	X	X	X	X
Agricultural Buffers (2A)	X	X	X	X
Cover Crops (2B)	X	X	X	X
No-till (2B)	X	X	X	X
Residue Management (2B)	X	X	X	X
Herbaceous Wind Barrier – permanent (2B)	X	X	X	X
Herbaceous Wind Barrier – temporary (2B)	X	X	X	X
Rill and Gully Erosion Control (2C)	X	X	X	X
Tile Outlet Erosion Control (2C)	X	X	X	X
Manure Storage Structures (2D)				X
Livestock Exclusion Fencing (2D):				X
Implement Conservation Easements(2E)	X	X	X	X
Nutrient Management Plans (3A)				X

Septic System Maintenance Outreach (3A)			X	X
Information meetings (3A)		X		X
Pesticide Management Evaluation (3A)				X
Quarterly Reports/BMP Forms (4A/B)	X	X	X	X
Final Report/Products (4C/D/E/F/G)				

Second Year Tasks	1 ST Quarter	2 ND Quarter	3 RD Quarter	4 TH Quarter
Steering Committee (1)	X	X	X	X
Agricultural Buffers (2A)	X	X	X	X
Cover Crops (2B)	X	X	X	X
No-till (2B)	X	X	X	X
Residue Management (2B)	X	X	X	X
Herbaceous Wind Barrier – permanent (2B)	X	X	X	X
Herbaceous Wind Barrier – temporary (2B)	X	X	X	X
Rill and Gully Erosion Control (2C)	X	X	X	X
Tile Outlet Erosion Control (2C)	X	X	X	X
Manure Storage Structures (2D)	X	X	X	X
Livestock Exclusion Fencing (2D)	X	X	X	X
Implement Conservation Easements(2E)	X	X	X	X
Nutrient Management Plans (3A)	X	X	X	X
Septic System Maintenance Outreach (3A)	X	X	X	X
Information meetings (3A)		X		X
Pesticide Management Evaluation (3A)	X	X	X	X
Quarterly Reports/BMP Forms (4A/B)	X	X	X	X
Final Report/Products (4C/D/E/F/G)				

Third Year Tasks	1 ST Quarter	2 ND Quarter	3 RD Quarter	
Steering Committee (1)	X	X	X	
Agricultural Buffers (2A)	X	X	X	
Cover Crops (2B)	X	X	X	
No-till (2B)	X	X	X	
Residue Management (2B)	X	X	X	
Herbaceous Wind Barrier – permanent (2B)	X	X	X	
Herbaceous Wind Barrier – temporary (2B)	X	X	X	
Rill and Gully Erosion Control (2C)	X	X	X	
Tile Outlet Erosion Control (2C)	X	X	X	
Manure Storage Structures (2D)	X	X	X	
Livestock Exclusion Fencing (2D)	X	X	X	
Implement Conservation Easements(2E)	X	X	X	
Nutrient Management Plans (3A)	X	X	X	
Septic System Maintenance Outreach (3A)			X	
Information meetings (3A)		X		
Pesticide Management Evaluation (3A)	X	X	X	
Quarterly Reports/BMP Forms (4A/B)	X	X	X	
Final Report/Products (4C/D/E/F/G)			X	

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BAY COUNTY BOARD OF COMMISSIONERS

2/12/13

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (2/5/13)

WHEREAS, The Bay County Drain Commissioner has submitted a grant application to the Michigan Department of Environmental Quality for funding through the Great Lakes Restoration Initiative in the total amount of \$1,204,633.00 (\$995,005.00 State; \$209,628.00 Local Match from Drain Fund); and

WHEREAS, The grant application project name is "Kawkawlin River - Targeted Phosphorus and E Coli Reduction" and the funding will cover work to be performed for the project; and

WHEREAS, The grant covers the period 1/1/2013 to 9/30/2015; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners endorses the grant application for the Kawkawlin River - Targeted Phosphorus and E Coli Reduction project; Be It Further

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

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

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

KIM COONAN, CHAIR
AND COMMITTEE

Drain Comm - GLRI Grant - Kawkawlin River

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

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

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
 VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
 AMENDED _____ CORRECTED _____ REFERRED _____

. 27 -



18th JUDICIAL CIRCUIT COURT
74th JUDICIAL DISTRICT COURT

1230 Washington Avenue
Bay City, Michigan 48708-0010

KIM B. MEAD
Court Administrator

Phone: (989) 895-4266
Fax: (989) 895-4099
meadk@baycounty.net

January 29, 2013

Kim J. Coonan, Chair
Ways and Means Committee
Bay County Commissioners
515 Center Avenue
Bay City, Michigan 48708

Commissioner Coonan:

Grant applications supporting Treatment Court services for fiscal year 2013 from the Federal Byrne Grant, Bureau of Justice Assistance, and the State Court Administrator's Office Grant will soon be released. Because the timeline between actual release of the application forms and required submission dates do not coincide with the Board calendar, I ask your consideration for recommendation to the Board of Commissioners to allow submission of these applications, and furthermore, to authorize the Board Chair to sign the applications once they are completed. Signature of the application only supports the request; it does not commit the County. A formal request for funding will be submitted during the County's budget process.

The 74th District Court has been a successful recipient of both Byrne and SCAO grants for the past several years. In order to continue operation of our Treatment Court, grant dollars from these sources are very important as they make up the bulk of the Treatment Court's funding. This funding has paid for a full-time case manager, treatment services at local substance abuse providers including the Bay County Sheriff's Department who provides breath testing services for the court.

Sincerely,

Kim Brian Mead
Administrator

BAY COUNTY BOARD OF COMMISSIONERS

2/12/13

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (2/5/13)
WHEREAS, The 74th District Court has been a successful recipient of both Byrne and SCAO grants for the past several years; and
WHEREAS, In order to continue operation of the Treatment Court, grant dollars from these sources are very important as they make up the bulk of the Treatment Court's funding; and
WHEREAS, This funding has paid for a full-time case manager, treatment services at local substance abuse providers including the Bay County Sheriff Department who provides breath testing services for the Court; and
WHEREAS, Grant applications supporting Treatment Court services for FY 2013 from the Federal Byrne Grant and the State Court Administrator's Office Grant will soon be released; and
WHEREAS, Because the time line between actual release of the application forms and required submission dates do not coincide with the Board's calendar, authorization to submit the completed applications with the Board Chair's signature is requested. The signed application supports the request but does not commit the County; and
WHEREAS, The formal request for funding will be submitted during the County's budget process; Therefore, Be It
RESOLVED That the Bay County Board of Commissioners authorizes submission of grant applications for funding for the 74th District Court Treatment from both the Federal Byrne Grant and the State Court Administrator's Office Grant for FY 2013; Be It Further
RESOLVED That the Chairman of the Board is authorized to execute said grant applications/grant award documents on behalf of Bay County following legal review/approval; Be It Further
RESOLVED That the grant applicant/recipient departments are required to work with the Finance Department whose staff will provide financial oversight of said grant; Be It Finally
RESOLVED That related budget adjustments, if required, are approved.

KIM COONAN, CHAIR
AND COMMITTEE

Dist Ct - Treatment Court Grant Applications

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

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

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____

VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____

- 24 -



**BAY COUNTY PROBATE COURT
EIGHTEENTH JUDICIAL CIRCUIT COURT - FAMILY DIVISION**

1230 Washington Ave., Suite 715
Bay City, Michigan 48708-5737

KAREN A. TIGHE
Judge of Probate / Family Court

MARGE MARCHLEWICZ
Court Administrator

Estates Division (989) 895-4205
Juvenile Division (989) 895-4206

FAX (989) 895-4194
TDD (989) 895-2059

January 25, 2013

Kim Coonan, Chair, Ways & Means
Bay County Board of Commissioners
515 Center Avenue
Bay City, MI 48708

Commissioner Coonan:

Since 1997, Catholic Family Services has been serving as public guardian through an independent contractor relationship with the Probate Court, which retains limited supervisory responsibilities for the public guardian function. Prior to that, the current Probate Court administration had worked with Laine Appold & Company and Child & Family Services.

In 1996, when Child & Family Services had informed the Court that they would be closing their doors, we conducted a search to replace them. Proposals were submitted by seven different agencies, persons or organizations. After extensive interviews, the search was narrowed to three agencies: Catholic Family Services, Laine Appold & Company, and Lutheran Child and Family Services. The budget proposals submitted by these agencies for the public guardian service fell within a \$3,000 range. Laine Appold was selected for the service but one to two years later they decided not to renew their contract. Since so little time had elapsed since the first search, the Board of Commissioners allowed us to select Catholic Family Services to perform the function of public guardian.

Since their initial selection, the relationship between Catholic Family Services and the Probate Court has been a solid one. From the financial aspect, Catholic Family Services provides inventories and annual accounts in a timely manner as well as in a format that is acceptable to the Court. In the guardianship role, Catholic Family Services provides outstanding services through a master's level social worker.

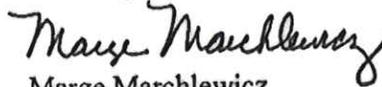
Through the years, we have learned that the learning curve in bringing in a new agency to handle the duties of the public guardian is not only a long and detailed one, but an expensive one as well. When the public guardian duties are handed over from one agency to another, a hearing needs to be held with each person receiving the public guardian's services and there are currently more than 175 cases. Because of the hearings and the details involved in turning over

individuals' financial, health and housing concerns, the transition must happen over a period of time. Each cases must have final accounts filed by the old agency, a hearing held accepting the final accounting and appointing the new agency, and then corresponding inventories must be submitted by the new agency. In 1996, when we transitioned from Child & Family Services to Laine Appold, it took nearly three months and cost the county an additional \$8000 to pay for the overlapping services. That did not include the cost of additional staff time to process the paperwork.

The current contract with Catholic Family Services came to an end on December 31, 2011. We are asking to amend that contract to extend our relationship with Catholic Family Services through December 31, 2013.

Thank you for your interest in this matter.

Sincerely,



Marge Marchlewicz
Court Administrator

AMENDMENT TO THE CONTRACT FOR COURT APPOINTED GUARDIAN SERVICES (AMENDMENT)

The parties agree as follows:

1. **Recitals:** The Bay County Probate Court (Court), the County of Bay (County), and Catholic Family Services of the Diocese of Saginaw (CFS) previously entered into the Contract for Court Appointed Guardian Services (Agreement) effective December 21, 2007. This Amendment to the Agreement is necessary to modify the term and compensation stated in that Agreement.
2. **Incorporated by Reference:** The Agreement is incorporated by reference and made a part of this Amendment as though set forth in its entirety except for the amended Term and Compensation Sections set forth below.
3. **Term:** The parties have agreed to extend the Term of the Agreement in order to assure continuity of service. For this purpose, in Section V: TERM OF CONTRACT, "December 31, 2011" shall be stricken and in its place, "December 31, 2013" shall be added.
4. **Compensation:** In Section VI: COMPENSATION, the following lines shall be added after "\$192,560:"

January 1, 2012 through December 31, 2012: \$192,564
January 1, 2013 through December 31, 2013: \$198,337

The parties have caused this Amendment to be executed by their duly authorized officers and representatives as of the latest day and year recorded below.

COUNTY OF BAY

By: _____ Date
Ernie Krygler, Chair, Board
of Commissioners

PROBATE COURT

By: Karen A. Tighe Date 1-25-13
Karen A. Tighe, Judge
P26913

CATHOLIC FAMILY SERVICES

By: _____ Date
Thomas Conklin, Director

BAY COUNTY BOARD OF COMMISSIONERS

2/12/13

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (2/5/13)

WHEREAS, Since 1997, Catholic Family Services has been serving as public guardian through an independent contractor relationship with the Probate Court, which retains limited supervisory responsibilities for the public guardian function; and

WHEREAS, Prior to that, the current Probate Court administration worked with Laine Appold & Company and Child and Family Services; and

WHEREAS, In 1996, when Child & Family Services informed the Court they would be closing their doors, a search was conducted to replace them and proposals were submitted by three different agencies, i.e. Catholic Family Services, Laine Appold & Company and Lutheran Child and Family Services and Laine Appold was selected but one to two years later decided not to renew their contract; and

WHEREAS, Catholic Family Services was then selected and approved to perform the function of public guardian; and

WHEREAS, The services provided by Catholic Family Services, both financial and guardianship, have been outstanding; and

WHEREAS, The contract with Catholic Family Services ended 12/31/2011 and the Court is requesting an amendment to the existing contract to extend the term of the agreement through 12/31/2013; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners approves the Amendment to the Contract for Court Appointed Guardian Services (Amendment) and authorizes the Board Chair to sign said Amendment to Contract on behalf of Bay County following legal review/approval; Be It Further

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

KIM COONAN, CHAIR
AND COMMITTEE

Probate Court - Public Guardian Services - Amendment to Contract

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

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

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____

**BAY COUNTY
Administrative Services**

Michael K. Gray
**Assistant County Executive for
Recreation & Administrative Services**
graym@baycounty.net

515 Center Avenue
Bay City, Michigan 48708

Phone (989) 895-4130
Fax (989) 895-7658
TDD (989) 895-4049
www.baycounty-mi.gov



Thomas L. Hickner
County Executive

ANIMAL CONTROL
Michael Halstead, Manager
halsteadm@baycounty.net

BUILDINGS & GROUNDS
Richard Pabaliss, Superintendent
pabalissr@baycounty.net

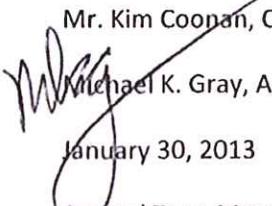
INFORMATION SYSTEMS
Brandon Short, Interim ISD Manager
shortb@baycounty.net

PURCHASING
Frances Horgan, Purchasing Agent
horganf@baycounty.net

RECREATION
Brent Goik, Recreation & Clubhouse Supervisor
goikb@baycounty.net

Memo

TO: Mr. Kim Coonan, Chairman and Commissioners, Ways & Means Committee

FROM:  Michael K. Gray, Assistant County Executive

DATE: January 30, 2013

SUBJECT: Coastal Zone Management Grant to develop a natural/historic/tourism "app" for Bay County

Request: Authorize application to the State of Michigan to the Coastal Zone Management Grant program for development of a natural/historic/tourism features "app" for Bay County; authorize application to WIN and/or the Bay Area Community Foundation for a portion of the marching funds; authorize collaboration with interested stakeholders; authorize the Board Chairman to sign necessary documents.

Background: Rob Eggers, Spicer Group who has been doing recreation planning and grants, including the successful NOAA AOC grant, contacted us a few days ago to alert us to a grant opportunity. The project is to develop a cell phone "app" or application which individuals could access to gain information on Bay County events and sites of interest. The app would include natural features such as parks and recreation sites and events held at them; tourism information such as events along the river, festivals, dry floor shows at the Civic Arena etc.; historic sites including Center Avenue and maritime historical sites and events along the Saginaw River and Bay. Bay County GIS has been involved in our discussions and will work with us on the project if it is approved. The app would be written with three separate versions: one for Android phones, one for Apple i phones and one for Apple i pads. At this time we envision the app being a free download.

In order to qualify for Coastal Zone funds there needs to be a strong connection to coastal waterways.

We believe this is a very innovative project with high potential to promote our local environmental attractions. CZM grant applications are due by the end of March, 2013.

Economics: The total project amount is \$40,000.00. CZM is a 50/50% matching grant. We envision a number of potential local partners may wish to be part of the project and contribute to the match, reducing the County commitment.

The Bay County Historical Society is planning an internet-based GIS program for locating maritime sites. Curator Ron Bloomfield has agreed to commit \$5,000 he will be spending on this as in-kind match and we then will include his program in the app which we believe will be very popular with the public.

We are in discussion with the Saginaw Watershed Initiative Network and believe that they would consider a grant application from the County for this. Similarly an application can be made to the Bay Area Community Foundation.

Other potential partners include the Great Lakes Bay Convention and Visitors Bureau and Bay Future. A meeting held earlier this week could not be attended due to illness but we are following through with those discussions.

It is our recommendation that Bay County commit up to \$10,000.00 toward the CZM match, to be reduced if sufficient other grants and/or stakeholders agree to participate.

Recommendation: Authorize Bay County to work with Spicer Group to submit grant applications to the Coastal Zone Management Program and appropriate local foundations including WIN and the Bay Area Community Foundation for development of a natural/historic/tourism features cell phone app; authorize the Board Chairman to sign any and all necessary documents subject to review as to form by Corporation Counsel; authorize and commit up to \$10,000.00 from fund balance to go toward the 50% CZM match.

Mr. Eggers will be in attendance at Ways & Means to answer your questions.

cc:	Tom Hickner	Robert Redmond	Rob Eggers
	Crystal Hebert	Laura Ogar	Marty Fitzhugh
	Dave Engelhardt	Dirk Westbury	Ron Bloomfield
	Nick Wilcox	Rick Pabalis	Brent Goik
	Bob Metcalfe	Dan Tomczak	

BAY COUNTY BOARD OF COMMISSIONERS

2/12/13

RESOLUTION

- BY: WAYS AND MEANS COMMITTEE (2/5/13)
- WHEREAS, Rob Eggers, Spicer Group who has been doing recreation planning and grants, including the successful NOAA AOC grant, contacted Bay County Administration about a grant opportunity that would provide funding to develop a cell phone application (app) which individuals could access to gain information on Bay County events and sites of interest; and
- WHEREAS, The app would include natural features such as parks and recreation sites and events held at them; tourism information such as events along the river, festivals, dry floor shows at the Civic Arena, etc.; historic sites including Center Avenue and maritime historical sites and events along the Saginaw River and Bay; and
- WHEREAS, Working with GIS, this app would be written with three (3) separate versions: one for Android phones, one for Apple I phones and one for Apple I pads and, at this time, the app is envisioned as being a free download; and
- WHEREAS, In order to qualify for Coastal Zone funds there needs to be a strong connection to coastal waterways and it is believed this is a very innovative project with high potential to promote our local environmental attractions; and
- WHEREAS, The total project amount is \$40,000 (CZM is a 50/50% matching grant) and Bay County Administration anticipates a number of potential partners may wish to be part of the project, i.e. Bay County Historical Society; Saginaw Watershed Initiative Network, Great Lakes Bay Convention and Visitors Bureau and Bay Future, Inc.; and
- WHEREAS, County Administration recommends that Bay County commit up to \$10,000 toward the CZM match, to be reduced if sufficient other grants and/or stakeholders agree to participate; Therefore, Be It
- RESOLVED That the Bay County Board of Commissioners authorizes Bay County Administration to work with Spicer Group to submit grant applications to the Coastal Zone Management Program and appropriate local foundations including WIN and the Bay Area Community Foundation for development of a natural/historic/tourism features cell phone app; Be It Further
- RESOLVED That the Chairman of the Board is authorized to execute any and all grant documents (application, grant award, all related required documents) on behalf of Bay County following legal review/approval; Be It Further
- RESOLVED That Bay County commits up to \$10,000 from Fund Balance to go toward the 50% CZM local match; Be It Further
- RESOLVED That the grant applicant/recipient departments are required to work with the Finance Department whose staff will provide financial oversight of said grant; Be It Finally
- RESOLVED That related budget adjustments, if required, are approved.

KIM COONAN, CHAIR
AND COMMITTEE

Admin Serv - CZM Grant - Nature/Historic/Tourism App

MOVED BY COMM. _____

SUPPORTED BY COMM.

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

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____

-36-

BAY COUNTY

DEPARTMENT OF
ENVIRONMENTAL AFFAIRS
& COMMUNITY DEVELOPMENT

515 Center Avenue, Suite 501
Bay City, Michigan 48708

Phone 989-895-4135
Fax 989-895-4068
TDD 989-895-4049
<http://www.baycounty-mi.gov>



TOM HICKNER
County Executive

LAURA OGAR, DIRECTOR
ogarl@baycounty.net

Community Initiatives
Geographic Information Systems
Gypsy Moth Suppression Program
Mosquito Control
Saginaw Bay Coastal Initiative (SBCI)
Transportation Planning

MEMORANDUM

DATE: January 30, 2013

TO: Commissioner Kim Coonan, Chair
Ways & Means Committee

FROM: *Lo* Laura Ogar, Director
Environmental Affairs & Community Development

RE: Request Authorization to Apply to Coastal Zone Management for Boardwalk to Beach

Background:

Bay County (Commissioners and Executive) have long worked with the Michigan Department of Natural resources (DNR) to help clean and develop the beach area as an important environmental and economic feature for our region. Recently we have received preliminary approval by DNR to construct a board walk to the beach. DNR as landowner has agreed to apply for all the necessary permits but has requested that Bay County be responsible for all construction costs. Discussions with DNR are continuing but agreement has been reached that DNR would support our grant application to the Coastal Zone management for funding assistance in the construction of the boardwalk to the beach.

Finance & Economics:

A local match of 1:1 is required for the CZM grant funding and we propose to use our Buildings and Grounds staff to build the boardwalk and use these labor costs as part of the In-kind match. However we intend to seek full match dollars through the Saginaw Bay Watershed Initiative Network (WIN) and the Bay Community Foundation to cover all our costs. No general funds are requested for this project.

Recommendation:

The Director of Environmental Affairs and Community Development requests authorization to apply to the Michigan Coastal Zone Management program for grant funding towards the construction of the boardwalk to the beach at the Bay City State Recreational Area. Also recommendation is made for the Board chair to be authorized to sign related grant documents and budget adjustments as necessary. The grant will be reviewed and coordinated with Bay County Corporation Council.

cc: Tom Hickner
Marty Fitzhugh
Mike Gray
Deanne Berger
Crystal Hebert
Rick Pabalis

BAY COUNTY BOARD OF COMMISSIONERS

2/12/13

RESOLUTION

- BY: WAYS AND MEANS COMMITTEE (2/5/13)
- WHEREAS, Bay County (Commissioners and County Executive) have long worked with the Michigan Department of Natural Resources (DNR) to help clean and develop the beach area as an important environmental and economic feature for out region; and
- WHEREAS, Preliminary approval has been received by the DNR to construct a boardwalk to the beach and the DNR, as landowner, has agreed to apply for all the necessary permits but has requested that Bay County be responsible for all construction costs; and
- WHEREAS, Discussions with the DNR are continuing but agreement has been reached that DNR would support Bay County's application to the Coastal Zone Management for funding assistance in the construction of the boardwalk to the beach; and
- WHEREAS, A local match of 1:1 is required for the CZM grant funding and it is proposed that Bay County's Buildings and Grounds staff build the boardwalk and that these labor costs be used as part of the in-kind match; and
- WHEREAS, It is also intended to seek full match dollars through the Saginaw Bay Watershed Initiative Network (WIN) and the Bay Community Foundation to cover all costs with no general fund dollars being requested; Therefore, Be It
- RESOLVED By the Bay County Board of Commissioners that the Director of Environmental Affairs and Community Development is authorized to make application to the Michigan Coastal Zone Management program for grant funding towards the construction of the boardwalk to the beach at the Bay City State Recreational Area; Be It Further
- RESOLVED That the Chairman of the Board is authorized to execute all grant application and grant award documents on behalf of Bay County following legal review/ approval; Be It Further
- RESOLVED That the grant applicant/recipient departments are required to work with the Finance Department whose staff will provide financial oversight of said grant; Be It Finally
- RESOLVED That related budget adjustments, if required, are approved.

KIM COONAN, CHAIR
AND COMMITTEE

Env Affairs - CZM Grant - Boardwalk

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

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

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____

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BAY COUNTY

**DEPARTMENT OF
ENVIRONMENTAL AFFAIRS
& COMMUNITY DEVELOPMENT**

515 Center Avenue, Suite 501
Bay City, Michigan 48708

Phone 989-895-4135
Fax 989-895-4068
TDD 989-895-4049
<http://www.baycounty-mi.gov>



TOM HICKNER
County Executive

LAURA OGAR, DIRECTOR
ogari@baycounty.net

Community Initiatives
Geographic Information Systems
Gypsy Moth Suppression Program
Mosquito Control
Saginaw Bay Coastal Initiative (SBCI)
Transportation Planning

MEMORANDUM

DATE: January 30, 2013

TO: Commissioner Kim Coonan, Chair
Ways & Means Committee

FROM:  Laura Oggar, Director
Environmental Affairs & Community Development

RE: Proposed Solid Waste Transfer Facility, in Northern Bay County
Request Authorization to Amend Bay County Solid Waste Management Plan

Background:

The Department of Environmental Affairs and Community Development (EA&CD) received notice from a local container company of their proposal to locate a solid waste transfer facility in northern Bay County, possibly Gibson Township. This proposed transfer facility would serve as a holding receptacle to accept construction debris and building demolition waste only – no 'municipal waste' known commonly as household trash with food waste, etc would be accepted. Construction and demolition debris can under certain conditions be considered 'Inert Waste' by federal standards as it typically presents very little environmental risk or threat and can often be reused and or recycled for scrap lumber, metal scrap, etc. No disposal of any waste material is proposed nor would be allowed to occur on site. Final disposal would occur when the receptacle containers are *transferred* to an approved landfill disposal facility, in this case Whitefeather landfill.

The US Environmental Protection Agency regulates the storage, handling and disposal of all solid waste and passes authority to the states. In Michigan, the Department of Environmental Quality (DEQ) has regulatory oversight and requires each County to develop a Solid Waste Management Plan (SWMP) that comports with federal EPA statutes. While the contracting for solid waste handling is done individually by each local unit of government, the DEQ requires the overall practice and all siting comply with the County SWMP.

The local township has provided a resolution of support for this proposed activity (Attached; See page 2). In all other aspects the proposal comports with the current Bay County SWMP which encourages the standard waste hierarchy of "reduce, reuse and recycle". **The Bay County SWMP will need to be amended to allow for this proposed transfer facility and the Director of Environmental Affairs and Community Development requests authorization to begin that process.** Once developed the DRAFT amendment to the SWMP would be presented to the Bay County Board of Commissioners for final approval and a public hearing would need to occur.

Finance & Economics:

No general funds will be used or obligated for this proposed amendment action. However past experience shows that the SWMP amendment process does take considerable time and sheparding by the EA&CD Director. All local townships and cities in Bay County must be presented with the proposal and at least 67% of the units must also approve the amendment in order for the DEQ to accept the amended Bay County SWMP. This effort and inherent organizational costs would be part of the county service provided to the local units. A schematic of the process is attached.

Recommendation:

The EA&CD Director proposes to draft the SWMP amendment using generic siting standards language instead of language specific to this one proposal. This will allow for other transfer facilities to be proposed in other locations without having to amend the SWMP each and every time. **The written authorization and approval by the local host unit of government where the proposed activity will occur will be a requirement of any proposal.** These types of waste handling facilities provides good public service and environmental enhancement in many ways as recycling and reuse of materials provides a new source of raw material and reduces the amount of waste headed for disposal, extending the life of the local landfill. The EA&CD Director recommends approval of this request.

The review and approval of the proposed draft amendment will be coordinated with the Bay County Corporation Council.

cc: Tom Hickner
Marty Fitzhugh
Mike Gray
Deanne Berger
Laura Reynolds, Garfield Township Supervisor

Gibson Township
Regular Meeting
October 8, 2012

Meeting was called to order by Supervisor Laura Reynolds at 7:02 p.m.

The Pledge of Allegiance was recited.

ROLL CALL:

Trustee Diane Pieniozek – present
Trustee Al Dixon – present
Supervisor Laura Reynolds – present
Treasurer Kim Kroczaleski – present
Clerk – vacant

Motion by Kim Kroczaleski to accept agenda as presented. Second by Al Dixon. 4 yes, 0 no. Motion carried.

Motion by Kim Kroczaleski to accept minutes for the regular meeting of September 10 and the special meeting of September 19 as written. Second by Al Dixon. 4 yes, 0 no. Motion carried.

Motion Al Dixon to approve bills with the addition of a bill to reimburse Dennis Arquette for the purchase of a tool. Second by Diane Pieniozek. 4 yes, 0 no. Motion carried.

Treasurer's report presented by Kim Kroczaleski. See attached. No questions or comments from the Board. Motion by Al Dixon to accept report as given. Second by Diane Pieniozek. 4 yes, 0 no. Motion carried.

Clerk's report – none

Trustee's report:

Diane Pieniozek- no report
Al Dixon – asked permission to contact Bob North if the furnace needs repair. It was suggested Bob North's number could be posted in the office.

Motion by Laura Reynolds to authorize any Township Board member to contact Bob North for necessary repairs if they find the Hall furnace is not working. Second by Kim Kroczaleski. 4 yes, 0 no. Motion carried.

Al provided Laura with the information that the next NBA meeting is December 4th

PUBLIC COMMENT:

None

COMMITTEE AND BOARD REPORTS:

Planning Director: 1 permit for an addition on a house.

Planning Commission: No report.

Fire Chief: 2 runs in September. The narrow band test in Bay County was a flop. The fire dept. is excited about the purchase of the property for a new fire station. The chief has talked with a couple of other chiefs with experience with grant writing and building new fire stations. The childrens' Christmas party is tentatively scheduled for December 14th.

Area Code Enforcement: The contract is in place. Discussed Al Thompson's response that a permit is required by the State to set a propane tank. Kim and Al Dixon feel this is not correct. They will research the law regarding the setting of propane tanks.

Road Commission: The contract for the gravel is signed. Laura has a list of the meeting dates for the Road Commission and will try to attend at least monthly.

OLD BUSINESS:

A. Appreciation Plaque

Al Dixon presented Ron VanHorn with a plaque on behalf of the Gibson Township Board in recognition of his dedication and 29 years of service to the Gibson Pony League.

B. Ad Hoc Committee reports

1. Cemetery

Diane reported that the committee consists of Angeline Pieniozek, Brenda Barbret and herself. Jerry Barbret will participate as he is able. They have discussed and begun researching Civil War Memorials, landscaping, a pavilion with crematory drawers in the pillars and a fence around the Potters Field.

2. Park

Kim reported that the committee has been formed. Rachel Vallad will serve as secretary and she has grant writing experience. Wyatt Kroczaleski, Roger Langsley and Matt Shoultes will also participate.

3. Hall

Al and Laura reported that cleaning out and setting up the back room as an office is a priority. Deb Wilson has been identified as a possible member of the committee. A message has been left for her but she has not responded yet. Laura also reported she spoke with a representative from Sky Web and there is a possibility they will put a tower on the Hall. As a part of the agreement the Township would receive free internet.

NEW BUSINESS:

A. Billy's Contracting

 Presentation by Billy's Contracting. They are looking for a site in northern Bay County for a recycling center. They need about 9 acres and prefer wooded property where they can build back off the road with landscaping so only the sign shows from the road. All materials are stored

inside and there is no debris outside. They report they have received good reviews by the State. When questioned they responded they feel there is enough demand in the area. The site would be open 7:30 to 4:30 weekdays and 8 to noon on Saturday. 2 people will staff the site at all times and about 6 will be employed in total. They do look to hire locally. There will be dumpsters for tires, wood, plastics, cardboard and metal. Material goes for incineration rather than to a landfill. Recyclables will be accepted from township residents for free. Art Rivard provided the information on commercial zoning along M-61. A full sized pickup load will cost about \$40.00. They will take refrig./freezers if tagged with Freon removed or still holding Freon.

Motion by Kim Kroczaleski to approve a recycle transfer facility in Gibson Township upon Board approval of the location. Second by Diane Pieniozek. 4Yes, 0 no. Motion carried.

B. Snow Removal Bids

2 bids were received and opened by Laura. Copies were made and distributed to Board members for review and discussion. The bids were read out loud for the public. Diane questioned if a backhoe charge would be separate on Jay's bid and the answer was yes.

Motion by Al Dixon to accept Jay's Lawn Care's bid. Second by Kim Kroczaleski. 4 yes, 0 no. Motion carried. Laura will prepare the contract using last year's wording and get it to Jason.

C. Clerk Interviews

Laura reported the position had been posted and there was one response from Diane. Laura questioned the audience if there were any others in attendance who were interested in the position. There was no response.

There was discussion on the process of appointing Diane and the election as she will be on the ballot both as a write in candidate for clerk as well as Trustee. Kim questioned if Diane would have the time to do the job of Clerk. Diane responded she was no longer caring for a family member so she had more free time now.

Diane submitted her resignation to the Board for her position as Trustee. Motion by Kim Kroczaleski to accept the resignation. Second by Al Dixon. 3 yes, 1 abstain, 0 no. Motion carried.

Motion by Al Dixon to appoint Diane Pieniozek as Clerk. Second by Kim Kroczaleski. 3 yes, 1 abstain, 0 no. Motion carried.

Laura administered the oath of office to Diane.

D. Monument Dedication

The Oscar Bentley dedication will be Saturday October 13th at 1:00 pm at the Gibson Township Cemetery. Family will be present as well as newspaper coverage.

ANNOUNCEMENTS:

The closing is complete on the 3 lots in Bentley and a purchase agreement has been signed for the remaining lot.

Motion by Kim Kroczaleski to pay bills. Second by Al Dixon. 4 yes, 0 no. Motion carried.

Motion by Al Dixon to adjourn. Second by Kim Kroczaleski. 4 yes, 0 no. Motion carried.

Meeting adjourned at 8:18 pm.

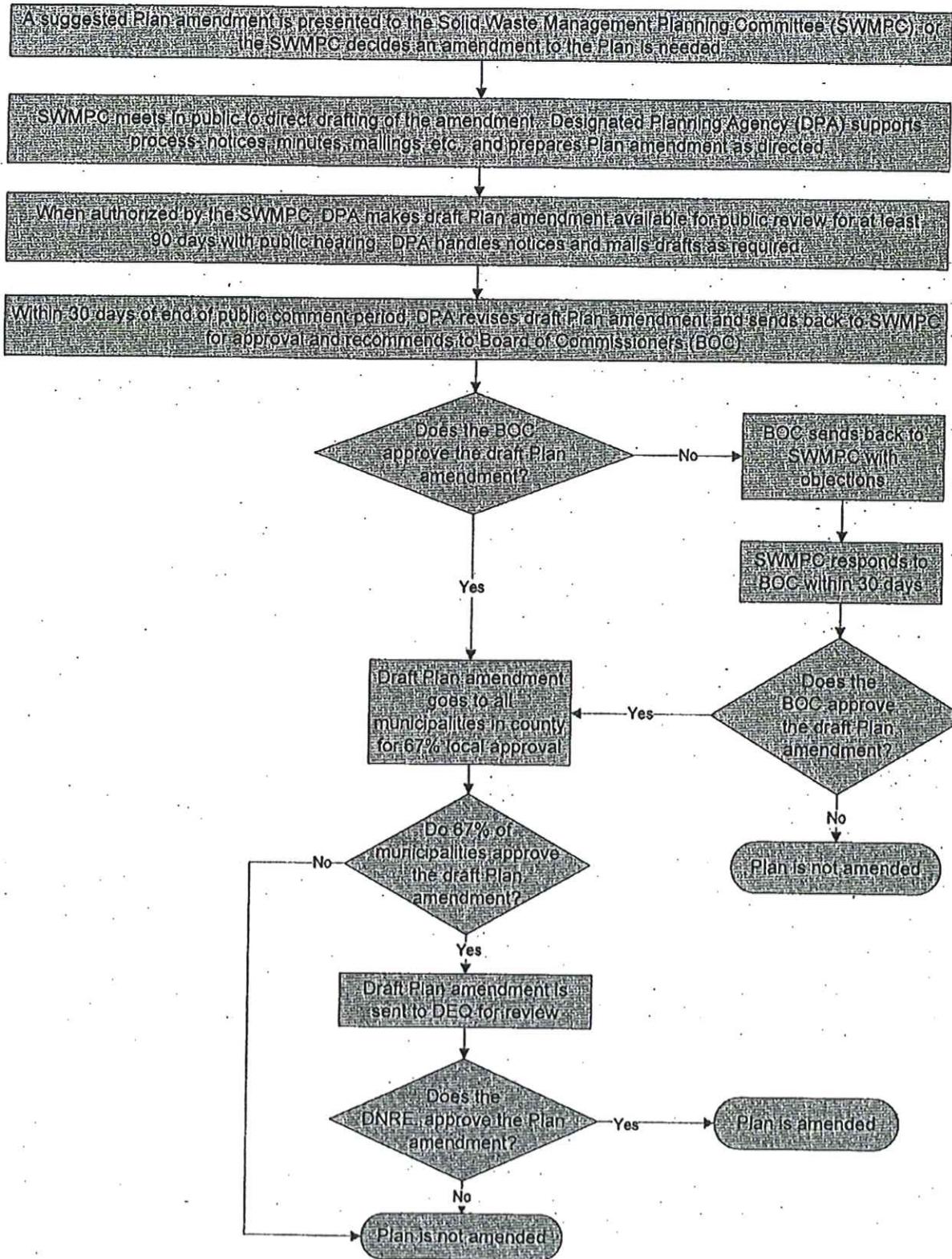
Respectfully Submitted by

Laura Reynolds, Supervisor

October 8, 2012

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Amendment Approval Process



BAY COUNTY BOARD OF COMMISSIONERS

2/12/13

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (2/5/13)
 WHEREAS, The Department of Environmental Affairs and Community Development (EA&CD) received notice from a local container company of their proposal to locate a solid waste transfer facility in northern Bay County, possibly Gibson Township; and
 WHEREAS, This proposed transfer facility would serve as a holding receptacle to accept construction debris and building demolition waste only - no 'municipal waste' known commonly as household trash with food waste, etc. would be accepted; and
 WHEREAS, No disposal of any waste material is proposed nor would be allowed to occur on site; final disposal would occur when the receptacle containers are *transferred* to an approved landfill disposal facility, in this case Whitefeather Landfill; and
 WHEREAS, The US Environmental Protection Agency regulates the storage, handling and disposal of all solid waste and passes authority to the states; and
 WHEREAS, In Michigan, the Department of Environmental Quality (DEQ) has regulatory oversight and requires each County to develop a Solid Waste Management Plan (SWMP) that comports with federal EPA statutes and while the contracting for solid waste handling is done individually by each local unit of government, the DEQ requires the overall practice and all siting comply with the County SWMP; and
 WHEREAS, The local township has provided a resolution of support for this proposed activity and the Bay County Solid Waste Management Plan will require amendment to allow for this proposed transfer facility; Therefore, Be It
 RESOLVED By the Bay County Board of Commissioners that the Director of Environmental Affairs and Community Development be authorized to draft the Solid Waste Management Plan amendment using generic siting standards language instead of language specific to this one proposal thereby allowing for other transfer facilities to be proposed in other locations without having to amend the SWMP each and every time; Be It Further
 RESOLVED That written authorization and approval by the local host unit of government where the proposed activity will occur will be a requirement of any proposal; Be It Further
 RESOLVED That review and approval of the proposed draft amendment will be coordinated with Bay County Corporation Counsel; Be It Finally
 RESOLVED That once developed, the draft Amendment to Bay County's Solid Waste Management Plan will be presented to the Bay County Board of Commissioners for public hearing and final approval.

KIM COONAN, CHAIR
 AND COMMITTEE

Env Affairs - Amendment to Solid Waste Management Plan

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

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

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
 VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
 AMENDED _____ CORRECTED _____ REFERRED _____



Thomas L. Hickner
Bay County Executive



BAY COUNTY
Health Department

Creating A Healthy Environment For The Community

Barbara MacGregor, RN, BSN
Health Director

1200 Washington Avenue
Bay City, Michigan 48708
(989) 895-4006
FAX (989) 895-4014
TDD (989) 895-4049

TO: Kim Coonan, Chairperson, Ways and Means Committee
FROM: Barbara MacGregor, Health Director
DATE: January 29, 2013
CC: Tom Hickner, Michael Gray, Marty Fitzhugh, Crystal Hebert, Tim Quinn, Kim Priessnitz, Joel Strasz, Kathy Janer, and Melissa Maillette
RE: FY 2012-13 Comprehensive Planning, Budgeting and Contracting Agreement (CPBC) Amendment #3

BACKGROUND:

The enclosed agreement amends the 2012/2013 CPBC Agreement between Bay County and the Michigan Department of Community Health. The Amendment incorporates the Annual Budget, Output Measures, Funding/Reimbursement Matrix, updated program language and revised allocations received since the original agreement was issued.

FINANCIAL CONSIDERATIONS:

<u>PROGRAM ELEMENT</u>	<u>PREVIOUS LEVEL</u>	<u>REVISED LEVEL</u>	<u>CHANGE</u>
Eat Safe Fish	\$64,663	\$54,663	<\$10,000>
Public Health Emergency Preparedness	\$97,561	\$102,257	\$4,696
<i>TOTAL CPBC FUNDING</i>	<i>\$1,192,051</i>	<i>\$1,186,747</i>	<i>< \$5,304 ></i>

RECOMMENDATION

Upon favorable review by Corporation Counsel, the Health Department recommends Amendment #3 be approved and signed by the Board Chair, and seeks Board approval for any necessary budget adjustments relating to this Amendment .

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BAY COUNTY BOARD OF COMMISSIONERS

2/12/13

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (2/5/13)

WHEREAS, The 2012/2013 CPBC Agreement between Bay County and the Michigan Department of Community Health (MDCH) is being amended to incorporate the Annual Budget, Output Measures, Funding/Reimbursement Matrix, updated program language and revised allocations received since the original agreement was issued; and

WHEREAS, Amendment # 3 is as follows:

<u>PROGRAM ELEMENT</u>	<u>PREVIOUS LEVEL</u>	<u>REVISED LEVEL</u>	<u>CHANGE</u>
Eat Safe Fish	\$64,663	\$54,663	< <u>\$10,000</u> >
Public Health Emergency Preparedness	<u>\$97,561</u>	<u>\$102,257</u>	<u>\$4,696</u>
TOTAL CPBC FUNDING	\$1,192,051	\$1,186,747	< \$5,304 >

RESOLVED That the Bay County Board of Commissioners approves amendment # 3 to the 2012-2013 CPBC Contracting Agreement and authorizes the Chairman of the Board to execute all required documents on behalf of Bay County; Be It Further

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

RESOLVED That budget adjustments relating to this amendment are approved.

KIM J. COONAN, CHAIR
AND COMMITTEE

Health Dept - Amendment 3 CPBC Agt

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

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

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____

-48-

BAY COUNTY MOSQUITO CONTROL

810 Livingston
Bay City, Michigan 48708

TOM PUTT, MANAGER

puttt@baycounty.net
Phone (989) 894-4555
Fax (989) 894-0526
TDD (989) 895-4049
<http://www.baycounty-mi.gov>



LAURA OGAR, DIRECTOR

ogarl@baycounty.net

Community Initiatives
Geographic Information Systems
Gypsy Moth Suppression Program
Mosquito Control
Transportation Planning

TOM HICKNER
County Executive

MEMORANDUM

To: Commissioner Kim J. Coonan, Chairman
Ways and Means Committee

From: Thomas J. Putt, Manager
Bay County Mosquito Control

Date: January 8, 2013

Re: Placement on Ways and Means Agenda

BACKGROUND:

The Michigan Department of Environmental Quality (DEQ) is accepting applications for scrap tire cleanup grants for fiscal year 2012-2013. An entity is eligible for a one-time grant of up to \$3,000 for a cleanup day or resident drop-off day, like the scrap tire drives held by Bay County Mosquito Control. The scrap tire recycling program allows residents to get rid of old tires, which reduces the number of tires as potential breeding ground for mosquitoes as well as aesthetically improving the landscape. An application must be returned to DEQ by February 15, 2013.

FINANCE:

No matching funds are necessary. No money would be required to apply for the grant.

RECOMMENDATION:

Bay County Mosquito Control recommends applying for the DEQ's Scrap Tire Cleanup Grant Program for fiscal year 2012-2013.

cc: Tom Hickner
Michael Gray
Laura Ogar



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF WASTE MANAGEMENT AND RADIOLOGICAL PROTECTION

FOR STATE USE ONLY

Date Received

Application Number

**SCRAP TIRE CLEANUP GRANT PROGRAM APPLICATION FOR FUNDING
FOR FISCAL YEAR 2012-2013**

Completion of this application is required for funding under the Scrap Tire Cleanup Grant Program, Part 169. Scrap Tires, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

For additional information, contact the Michigan Department of Environmental Quality, Office of Waste Management and Radiological Protection, Solid Waste Section, at 517-335-4035.

SECTION I - PROJECT INFORMATION

APPLICANT INFORMATION

Applicant's Name Bay County Mosquito Control		Applicant Type <input type="checkbox"/> Private (PR) <input checked="" type="checkbox"/> County (CO) <input type="checkbox"/> Township (TN) <input type="checkbox"/> Village (VG) <input type="checkbox"/> City (CI) <input type="checkbox"/> State (ST) <input type="checkbox"/> Nonprofit (N)	
Street Address 810 Livingston Avenue		Project Type <input checked="" type="checkbox"/> Collection Site <input type="checkbox"/> Abandoned Tires <input type="checkbox"/> Cleanup Day <input type="checkbox"/> Roadside Cleanup <input type="checkbox"/> Buried Tires	
City, State, Zip Code Bay City, MI 48708			
Applicant Contact Person's Name Thomas J. Putt			
Contact Person's Area Code and Telephone Number (989) 894-4555			
If awarded a grant, would you be requesting an assignment of payment to the processor? You must include a letter requesting assignment of payment and processor agreement to accept. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

PROJECT DESCRIPTION SUMMARY

Number of Tires to be Collected/Transported Passenger: 2,500 Truck: 100 Oversize: _____ Rims: _____		Legal Destination to Which the Hauler will Transport the Scrap Tires 6515 N. Dort Hwy Flint, MI 48505	
Scrap Tire Processor Name (Processor identified in a Grant Contract must meet the conditions on page 10 of this application) Environmental Rubber Recycling		Processor Site Registration Number S-32520255	
Name of Registered Hauler Transporting the Scrap Tires Environmental Rubber Recycling			
Hauler Name Environmental Rubber Recycling		Hauler Registration Number H. 32590806	Expiration Date Jan. 31, 2013
Additional collection and transportation costs/agreements not covered by Contract under the Scrap Tire Cleanup Grant Program shall be the responsibility of the applicant.			
Has site received funds previously? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Full <input type="checkbox"/> Partial Funding <input type="checkbox"/> No \$3000.00 in 2012		Transportation Costs Requested for northern Lower Peninsula or Upper Peninsula: \$ N/A	

SECTION II - CLEANUP SITE INFORMATION

Scrap Tire Property Owner's Name N/A			Area Code and Telephone Number	
Street Address				
City		State	ZIP Code	County Bay
Documentation of Property Ownership (check one and attach a copy) <input type="checkbox"/> Warranty Deed <input type="checkbox"/> Quit Claim Deed <input type="checkbox"/> Land Contract <input type="checkbox"/> Governmental Agency Authorization for removal of tires from private site is attached (e.g., authorization may consist of legal authority, written approval, etc.)				
Does the site have existing financial assurance? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If Yes, does applicant agree to use existing financial assurance prior to using Grant funds? <input type="checkbox"/> Yes <input type="checkbox"/> No				



Scrap Tire Drive
clean-up day/resident drop off

SCRAP TIRE CLEANUP GRANT PROGRAM APPLICATION FOR FISCAL YEAR 2012-2013
SECTION II - CLEANUP SITE INFORMATION (CONTINUED)

CLEANUP PROPERTY LOCATION AND DESCRIPTION

Address N/A		Acreage of Tire Storage Area (Attach Site Map)	
City and County	State MI	ZIP Code	Retail Operation (Check One) <input type="checkbox"/> Yes <input type="checkbox"/> No
Legal Description of Property, Including Section, Township, and Range (Attach Additional Pages if Necessary)			
Number of Scrap Tires Currently Stored on Site		Number of Scrap Tires Abandoned or Accumulated (Check One) <input type="checkbox"/> Abandoned pre-1991 <input type="checkbox"/> Accumulated pre-1991 <input type="checkbox"/> Abandoned post-1991 <input type="checkbox"/> Accumulated post-1991	
For sites with tires accumulated after 1991, does the applicant agree to the placement of a lien, in favor of the State up to the value of the grant amount, on the property that is affected by the removal of the tires? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Registration Numbers of All Registered Haulers Delivering Tires to This Site During Previous Year and Number Delivered by Each Hauler (Attach additional pages if necessary)			
Registration Number and Number of Scrap Tires Delivered		Registration Number and Number of Scrap Tires Delivered	
Description of Processing Operation, if any (required for any site with 100,000 tires or more)			
Type of By-Product Produced (i.e., Fuel, Crumb, Retreads, etc.)		Annual Amount of Materials Marketed (Number of Tires or Tons)	

LOCAL FIRE DEPARTMENT COVERING COLLECTION SITE

Fire Department Name Bay City Fire Department		Area Code and Telephone Number (989) 892-8601	
Street Address 1401 Center Avenue	City Bay City	State MI	ZIP Code 48708
Waiver of Storage Requirement (check one) <input type="checkbox"/> Yes (Attach copy of waiver) <input checked="" type="checkbox"/> No			

APPLICANT SIGNATORY

I, the undersigned applicant, swear and affirm, UNDER PENALTY OF LAW, that the statements contained herein are true and correct and that the removal, transportation, storage, and disposal of scrap tires will be performed in accordance with the requirements of Part 169. I certify under penalty of law that the information contained on this form, to the best of my knowledge and belief, is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.

PRINT NAME **Thomas J. Putt**

SIGNATURE *Thomas J. Putt*

DATE **1-9-2013**

GOVERNMENTAL AGENCY COMMITMENT STATEMENT

The _____ (Governmental Agency) recognizes the public health and environmental concerns associated with scrap tire dumping and acknowledges the existence of Part 169, Scrap Tires, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Our enforcement/regulatory agency(ies) acknowledge and commit to enforcing these provisions to prevent future illegal accumulations of scrap tires within our jurisdiction.

Authorized Signature for Governmental Agency and Title _____

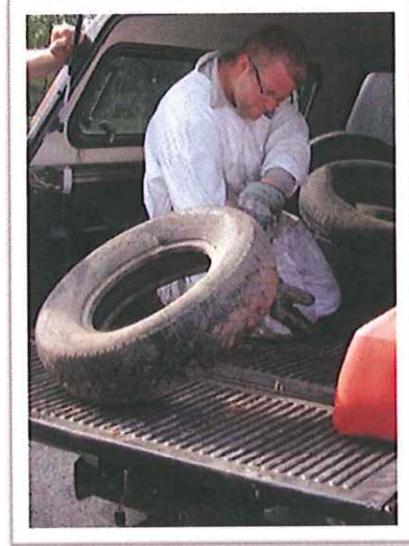
Date _____

RETURN THIS COMPLETED APPLICATION ALONG WITH PROJECT NARRATIVE TO:

Street Address:
SCRAP TIRE REGULATORY PROGRAM
OWMRP
DEPARTMENT OF ENVIRONMENTAL QUALITY
525 WEST ALLEGAN STREET, ATRIUM NORTH
LANSING, MI 48933

Mailing Address:
SCRAP TIRE REGULATORY PROGRAM
OWMRP
DEPARTMENT OF ENVIRONMENTAL QUALITY
P.O. BOX 30241
LANSING, MI 48909-7741

**Bay County Mosquito Control
Scrap Tire Cleanup Grant Program Application for Fiscal Year 2012-2013**



Left: Bay County Mosquito Control field station where tire drive takes place.
Right: Technician transfers tires from pick-up truck to semi trailer during Scrap Tire Drive 2012

1. Bay County Mosquito Control holds two Scrap Tire Drives annually located at our field station (810 Livingston Avenue, Bay City, MI 48708). The registered hauler with whom Bay County Mosquito Control has contracted for many years is Environmental Rubber Recycling of Flint, MI. They provide empty semi-trailers into which the tires are placed. Rimless passenger car or truck scrap tires from Bay County citizens are collected in an effort to reduce the number of scrap tires as a potential breeding ground for mosquitoes. There is no particular site from which the tires originate. Tires may be located in any one of the fourteen townships or four cities that comprise Bay County.
2. Participants bring up to 10 rimless regular car or pick-up size tires to our property. Staff checks that the participants are both Bay County residents (driver's license verification) and not commercial businesses. Staff members then transfer tires from resident's vehicle to the semi-trailer, provided by the scrap tire processor. There is no proof as to when the scrap tires were abandoned. A record-keeper tracks information received from the driver, including the total number and size of tires received. The driver then receives

a flyer with information regarding why tires should not be stored at home.
(Flyer attached)

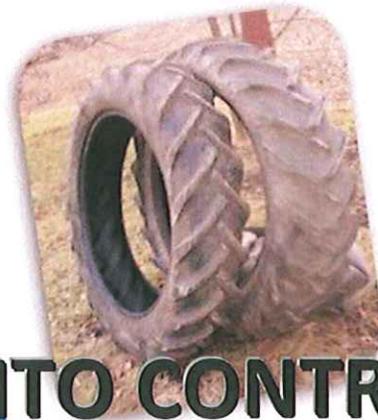
3. Many of the tires that come in for disposal/recycling originate in residential areas where mosquitoes breeding in the tires could adversely affect public health due to the mosquito's ability to transmit disease. Two mosquito species that breed prolifically in tires (*Culex pipiens* and *Culex restuans*) are the main vectors of West Nile Virus.

West Nile encephalitis is primarily an urban disease involving *Culex* mosquitoes and the containers they breed in (such as scrap tires). According to 2000 census data, Bay County's population was 110,157 and most of those citizens (78,047 or 70.9%) lived in urban areas. Therefore, removing scrap tires from urban settings reduces mosquito breeding and the potential for disease transmission to the human population.

4. Scrap tire drives have been included as part of our Integrated Mosquito Management plan for over twenty years. Residents continue to appreciate this service, bringing in over 4,000 tires for disposal in 2011 and an additional 3,546 in 2012. We try to coordinate our tire drive with other community clean-up programs such as Household Hazardous Waste Disposal (run by Bay County's Environmental Health Department) or Township Clean-up Days.
5. Advertisement takes place before each tire drive, explaining why it is important to recycle scrap tires (mosquito breeding/disease potential and environmental aesthetics). Information (flyer enclosed) is posted on Bay County Mosquito Control's website (www.baycounty-mi.gov/MosquitoControl) and Bay County government's main page (www.baycounty-mi.gov). The flyer includes eligibility, cost (free), the dates and hours of the drop-off date, and stipulates that commercial businesses are prohibited from bringing tires. Furthermore, press releases are issued in order to get the attention of both television and radio stations. Seeing as there's not typically one area targeted for clean-up, we have not specifically marked an area for anti-dumping enforcement. Rather, we try to discuss a broader message with Bay County residents not to dump scrap tires, but to bring them in for recycling.
6. In addition to collecting tires from residential areas, staff members also collect abandoned tires found along roadways or on public lands during our daily mosquito control efforts. Locations of these tires are mapped so tires may be collected at the time of a scrap tire drive (so we are not storing scrap tires on site). Bay County Mosquito Control has conducted 2 scrap tire drives annually since 1990 and collected nearly 90,000 scrap tires during that time. We have

also worked in conjunction with Bangor Township and Fraser Township during their Township Clean-up Days. Township residents bring in their scrap tires to the township hall; later, tires are transferred to a semi-trailer located at Bay County Mosquito Control where they stay until picked up by the scrap tire processor (no more than 1 week). We have also worked with Kawkawlin Township officials in cleaning up a roadway area and adjacent river floodplain where tires were being dumped. In that case, hundreds of tires were collected and brought in for recycling.

7. Bay County Mosquito Control is a millage-based program. Each year we budget approximately \$7,000 to sponsor 2 scrap tire drives. Each Bay County residence can bring in no more than 10 rimless passenger car or truck scrap tires to each tire drive at no cost. Typically, 4,000 tires are removed from the Bay County landscape during both tire drive events. If Bay County Mosquito Control received a grant from the Michigan Department of Environmental Quality, money budgeted for scrap tire clean-up efforts could be used for additional mosquito surveillance or control measures.
8. No additional transportation costs would be necessary.
9. N/A



BAY COUNTY MOSQUITO CONTROL SCRAP TIRE DRIVE

- DATE OF TIRE DRIVE
- 9:00 A.M. – 4:00 P.M.
- PROOF OF RESIDENCY – A PHOTO ID IS REQUIRED
- BAY COUNTY MOSQUITO CONTROL/810 LIVINGSTON AVENUE, BAY CITY
- HELP ELIMINATE MOSQUITO BREEDING SITES IN YOUR NEIGHBORHOOD
- HELP CLEAN UP THE ENVIRONMENT
- LIMIT OF 10 TIRES PER RESIDENCE
- TIRES NOT ACCEPTED ON RIMS
- PASSENGER AND PICK-UP TIRES ONLY!
- NO COMMERCIAL BUSINESSES. PLEASE!

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Bay County Mosquito Control Scrap Tire Recycling Program

YOU ARE BRINGING HOME MORE THAN JUST YOUR OLD TIRES!

Tires have been banned from landfills for many years. Because of high disposal costs, tires are thrown in our woodlands, waterways, along roadways, or in illegal stockpiles. Improper disposal can lead to significant environmental problems such as surface and groundwater contamination, fires which release toxic fumes, and the creation of habitats for pests such as mosquitoes. Proper disposal will reduce or eliminate these problems! Waste tires collected at Bay County Mosquito Control will be shredded and used as tire-derived fuel.



BAY COUNTY BOARD OF COMMISSIONERS

2/12/13

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (1/3/12)

WHEREAS, The Michigan Department of Environmental Quality (DEQ) is accepting applications for scrap tire cleanup grants for fiscal year 2012-2013; and

WHEREAS, An entity is eligible for a one-time grant of up to \$3,000 for a cleanup day or resident drop-off day, like the scrap tires drives held Bay County Mosquito Control; and

WHEREAS, The scrap tire recycling program allows residents to get rid of old tires which reduces the number of tires as potential breeding ground for mosquitoes as well as aesthetically improving the landscape; and

WHEREAS, The grant application is due to the DEQ by February 15, 2013 and there is no local match requirement; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners authorizes the Bay County Mosquito Control Department to make application for the DEQ's Scrap Tire Cleanup Grant Program for fiscal year 2012-2013; Be It Further

RESOLVED That the Chairman of the Board is authorized to execute said grant application and related documents as well as grant award documents on behalf of Bay County following legal review/approval; Be It Further

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

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

KIM COONAN, CHAIR
AND COMMITTEE

Mosquito Control - Scrap Tire Cleanup Grant Program

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

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

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____

VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____

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BAY COUNTY MOSQUITO CONTROL

810 Livingston
Bay City, Michigan 48708

TOM PUTT, MANAGER

puttt@baycounty.net
Phone (989) 894-4555
Fax (989) 894-0526
TDD (989) 895-4049
<http://www.baycounty-mi.gov>



LAURA OGAR, DIRECTOR

ogarl@baycounty.net

Community Initiatives
Geographic Information Systems
Gypsy Moth Suppression Program
Mosquito Control
Transportation Planning

TOM HICKNER
County Executive

MEMORANDUM:

To: Commissioner Kim J. Coonan, Chairman
Ways and Means Committee

From: Thomas J. Putt, Manager
Bay County Mosquito Control

Date: January 11, 2013

Re: Placement on Ways and Means Agenda

BACKGROUND:

We have twelve (12) New Jersey Light Traps set in various parts of Bay County that senior citizens operate for us. The light traps are turned on three evenings each week and the mosquitoes collected in the traps are then picked up by our biology department at the various locations. The senior citizens who operate the light traps serve a very valuable part of our mosquito surveillance program.

FINANCE:

Presently, we pay our light trap collectors \$45 a month and utilize them in June, July, August, and September. The total amount paid for the season is \$2,160. The money has been budgeted for this contract.

RECOMMENDATION:

I would recommend contracting with these 12 people (see attached) for the 2013 Mosquito Season.

cc: Tom Hickner
Mike Gray
Laura Ogar

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BAY COUNTY BOARD OF COMMISSIONERS

2/12/13

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (2/5/13)

WHEREAS, Through contractual arrangement, the Bay County Mosquito Control Department locates 12 New Jersey Light Traps in various parts of Bay County which are monitored by senior citizens; Therefore, Be It

RESOLVED By the Bay County Board of Commissioners that the Light Trap Data Collector's Contracts between Bay County and various individuals (12) (listing attached) are approved and the Chairman of the Board authorized to execute said Agreements on behalf of Bay County following legal review/approval; Be It Further

RESOLVED That the light trap collectors shall be reimbursed at the rate of \$45 per month for the months of June, July, August and September, totaling \$2,160 for the season, funds budgeted in the Mosquito Control 2013 budget.

KIM COONAN, CHAIR
AND COMMITTEE

Mosquito Control-2013 Light Trap Data Contracts

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

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

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____

VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____

AMENDED _____ CORRECTED _____ REFERRED _____

2013 LIGHT TRAP NETWORK

1. Bernice Bellor	2294 Ballor Lane (Fraser)	Linwood 48634	697-3614
2. Beverly Eschenbacher	204 Grant Street (Williams)	Auburn 48611	662-6652
3. Robert Gilbert	506 Columbian (BCW) (506 Columbian)	Bay City 48706	686-4867
4. Romaine Gorney	1306 S. Jackson (BCE)	Bay City 48708	892-7905
5. Marjorie Jezewski	4792 Three Mile Road (Monitor)	Bay City 48706	684-2555
6. Donna Kruchowski	616 Third Street P.O. Box 211 (Pinconning)	Pinconning 48650	879-4605
7. Jeff Lambert	1526 Helen St LT @ 1600 S. Grant (BCE)	Bay City 48708	892-0459
8. Larry Lozo (Mary Lozo)	1882 E Beaver Rd (Kawk) LT @ (2544 Old Beaver Rd)	Kawkawlin 48631	686-4575 (msg) 684-3837
9. Jerry Maxson	PO Box 233 (Mt. Forest)	Standish MI 48658	879-2433
10. Eileen Ostash	368 S. Trumbull Road (Portsmouth)	Bay City 48708	892-2311
11. Rev. Carl F. Trosien (trozeen)	1611 Nebobish (Essexville)	Essexville 48732	893-7224
12. John Zawilinski	51 Spruce Ridge Dr	Bay City 48706	686-3554

* Light Trap Contracts 240.00-620.00-802.02

BAY COUNTY MOSQUITO CONTROL

810 Livingston
Bay City, Michigan 48708

TOM PUTT, MANAGER

puttt@baycounty.net
Phone (989) 894-4555
Fax (989) 894-0526
TDD (989) 895-4049
<http://www.baycounty-mi.gov>



LAURA OGAR, DIRECTOR
ogarl@baycounty.net

Community Initiatives
Geographic Information Systems
Gypsy Moth Suppression Program
Mosquito Control
Transportation Planning

TOM HICKNER
County Executive

MEMORANDUM:

To: Commissioner Kim J. Coonan, Chairman
Ways and Means Committee

From: Thomas J. Putt, Manager
Bay County Mosquito Control

Date: January 14, 2013

Re: Placement on Ways and Means Committee Agenda

BACKGROUND:

Control Material Bids with Midland and Tuscola Counties were jointly opened on January 9, 2013.

FINANCE:

The total cost of the control materials will not exceed the 2013 budget line item 753.00 (Chemicals).

RECOMMENDATION:

After analyzing the control material bids, I recommend that materials be awarded to the lowest qualified bidder. I also recommend extending the current agreement for two additional years (2014-2015) with Valent BioSciences, the only manufacturer of Bti. Thank you for your consideration.

Enclosure

cc: Tom Hickner
Mike Gray
Laura Ogar

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BAY COUNTY BOARD OF COMMISSIONERS

2/12/13

RESOLUTION

- BY: WAYS AND MEANS COMMITTEE (2/5/13)
- WHEREAS, The Bay County Mosquito Control Director opened control material bids jointly with Midland and Tuscola Counties on 1/9/13; and
- WHEREAS, Analysis of the control material bids resulted in a recommendation to award the control materials bid to the lowest qualified bidder, copy of 2013 insecticide bid summary attached; and
- WHEREAS, The total cost of the control materials will not exceed the 2013 budgeted funds; and
- WHEREAS, The Mosquito Control Director has also recommended that the current agreement with Valent BioSciences be extended for two (2) additional years; Therefore, Be It
- RESOLVED By the Bay County Board of Commissioners that the control materials bid for Bay County Mosquito Control for 2013 is awarded as outlined and highlighted in the attached; Be It Further
- RESOLVED That the current agreement with Valent BioSciences, the only manufacturer of Bti, be extended for two (2) years (2014-2015); Be It Further
- RESOLVED That the Chairman of the Board is authorized to sign any required documents following legal review/approval; Be It Finally
- RESOLVED That budget adjustments, if required, are approved.

KIM COONAN, CHAIR
AND COMMITTEE

Mosquito Control - Control Material Bids

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

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

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____

VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____

**Midland, Bay & Tuscola County Mosquito Control Agencies
2013 INSECTICIDE BID SUMMARY**

15-Jan-13

Material	Amount		Vendor - Unit Price (pound, gallon, case)						
	B	Bay	All Pro Vector Group	Clarke	Helena	Univar Env. Sci.	Valent Biosci.		
	M	Midland							
T	Tuscola	Adapco	Clarke	Helena	Univar Env. Sci.	Valent Biosci.			
A. Abate 5%PG	M	1,584 lb.	N.B.	\$15.45	3	N.B.	N.B.	N.B.	
B. Larvicide Oil		Brand	BVA -2	Coco Bear	BVA-2	Kontrol			
	M	3,000 gal.	\$8.70	\$13.90	\$8.10	\$8.92	N.B.	N.B.	
C. Altosid Pellets	M	1,320 lb.	\$25.05	\$25.05	N.B.	\$25.05	N.B.	N.B.	
E. ULV Permethrin		Brand	Perm-X 4-4	Biomist 4+4	Perm-X 4-4	Kontrol 4-4			
	B	2,475 gal.	\$14.23	\$17.90	\$14.06	\$14.14	N.B.	N.B.	
	M	3,850 gal.	\$14.23	\$17.90	\$14.06	\$14.14	N.B.	N.B.	
F. BTI Liquid	T	4,950 gal.	\$14.23	\$17.90	\$14.06	\$14.14	N.B.	N.B.	
	M	3,890 gal.	\$26.90	N.B.	N.B.	\$33.71	\$26.65	5	
G. BTI Briquets	T	450 gal.	\$26.90	N.B.	N.B.	\$33.71	\$30.69		
	B	10 cases	\$66.25	\$92.00	N.B.	\$66.00	N.B.	N.B.	
H. VectoLex CG	M	400 lb.	\$6.14	\$6.94	N.B.	N.B.	N.B.	N.B.	
I. VectoLex WDG	T	48 lb.	N.B.	\$60.31	N.B.	N.B.	N.B.	N.B.	
J. Natular XRT	B	10 cases	N.B.	\$875.60	3	N.B.	\$666.60	4	N.B.

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notes:

- 1 Alternate Bid: Spheratax SPH (50G)
- 2 Alternate Bids offered:
Envion 4-4: \$11.01/gal Envion 30-30: \$107.30/gal.
- 3 5% discount offered for Abate and Natular:
purchase by March 1, delivery by March 31, 2013
- 4 Alternate Bid: Altosid XR

- 5 Supplemental Agreements Offered**
- | | | |
|--------------------------|----------------|----------------|
| Midland, Vectobac 12 AS: | 2014 - \$26.97 | 2015 - \$27.65 |
| Midland, Vectobac G: | 2014 - \$1.261 | 2015 - \$1.291 |
| Bay, Vectobac G: | 2014 - \$1.265 | 2015 - \$1.291 |
| Tuscola, Vectobac 12AS: | 2014 - \$31.06 | 2015 - \$31.84 |
| Tuscola, Vectobac G: | 2014 - \$1.395 | 2015 - \$1.428 |

**2013 Bay County Mosquito Control Insecticide
Extension of current agreement – Two Additional Years**

PROPOSAL for product to be used during years 2014 & 2015

PROPOSAL OF: Valent BioSciences Corporation (VBC)
ADDRESS: 870 Technology Way
Libertyville, IL 60048
TELEPHONE: (910) 547-8070 – Jim Andrews; (800) 323-9597 - VBC

TO FURNISH AND TO DELIVER all Bti 1300 lb. and 40 lb. bags of granular requirements for 2014 & 2015 as VectoBac® G CORN COB GRANULES

<u>Year of Purchase</u>	<u>Net Price Per Pound</u>		<u>Quantity Ordered</u>		<u>Cost of Product</u>
2014	\$1.265/lb.	X	_____ lbs.	=	
2015	\$1.291/lb.	X	_____ lbs.	=	

Payment Terms: Net 30 Days

In addition, VBC agrees to deliver additional quantities at the proposal price during the year indicated above.

SIGNED: Ryan Solberg
TYPE NAME & TITLE: Ryan Solberg -- National Sales Manager, Public Health Products
DATE: 01/04/2013



**BAY COUNTY
BUILDINGS & GROUNDS DIVISION**

Thomas L. Hickner
County Executive

Richard C. Pabalis
Superintendent of Buildings & Grounds
pabalistr@baycounty.net

To: Kim Coonan, Chairman, Ways & Means Committee
From: Richard Pabalis, Buildings and Grounds, Superintendent 
Tammy Roehrs, Division on Aging, Director 
Date: January 30, 2013
CC: Tom Hickner, Barbara MacGregor, Michael Gray, Marty Fitzhugh
RE: Division on Aging Kitchen Retention Project

REQUEST:

Seeking approval to advertise and retain an Architect/Engineering firm to draw up prints and bidding documents to expand or relocate the Division on Aging (DOA) kitchen food processing operation at the Bay County Community Center.

BACKGROUND:

In the November general election voters approved a 0.3 mills for the senior citizens programs and related facilities. Due to the growing demand for meal services the kitchen located at the Community Center is a near capacity due to its physical size, as well as equipment that is old and inefficient. The expansion has been needed for several years. It is not known if the Community Center is the best location for an expansion. The County will also look at the Canteen located at the Bay County Fairgrounds as a possible alternative location. It will be part of the Architect/Engineering firm to help make that determination based on the information that Division on Aging administration staff provide. The Architect/Engineering firm will provide the blue prints and bidding documents on whatever location is chosen.

ECONOMICS:

The financial cost associated with the kitchen project is included in the Division on Aging's budget.

RECOMMENDATION:

Approve the request to advertise and retain an Architect/Engineering firm to draw up plans and specifications with County staff to expand the Division on Aging (DOA) kitchen facility at the Bay County Community Center or at an alternate location. Corporation Counsel to review any and all contracts with Board Chair to sign any related documents.

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BAY COUNTY BOARD OF COMMISSIONERS

2/12/13

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (2/5/13)
 WHEREAS, In November 2012 the voters of Bay County approved a 0.3 millage for senior citizens programs and related facilities; and
 WHEREAS, Due to the growing demand for meal services, the kitchen located at the Bay County Community Center is near capacity due to its physical size and the equipment is old and inefficient and an expansion has been needed for several years; and
 WHEREAS, It has not been determined if the Community Center is the best location for an expansion and another possible location would be the Canteen at the Bay County Fairgrounds; and
 WHEREAS, It will be necessary to retain the services of an Architect/Engineer to determine the best location and to provide blue prints and bidding documents on whatever location is chosen, with assistance from County staff; and
 WHEREAS, All costs associated with the kitchen project are included in the Division on Aging's budget; Therefore, Be It
 RESOLVED That the Bay County Board of Commissioners authorizes County Administration to proceed with a request to advertise and retain the services of an Architect/Engineering firm to draw up plans and specifications, with input from County staff, to expand the Division on Aging (DOA) kitchen facility at the Bay County Community Center or at an alternate location; Be It Further
 RESOLVED That the Chairman of the Board is authorized to execute all documents required to retain Architect/Engineering services on behalf of Bay County following legal review/approval; Be It Finally
 RESOLVED That related budget adjustments, if required, are approved.

KIM COONAN, CHAIR
 AND COMMITTEE

DOA- Kitchen Project - Architect-Engineer
 MOVED BY COMM. _____

SUPPORTED BY COMM. _____

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

VOTE TOTALS:
 ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
 VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
 AMENDED _____ CORRECTED _____ REFERRED _____

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Thomas L. Hickner
Bay County Executive

Tammy Roehrs
Director

Bay County Building 2nd Floor, Suite 202
515 Center Avenue
Bay City, MI 48708-5123
(989) 895-4100
Toll Free (877) 229-9960

FAX (989) 895-4094
TDD (989) 895-4049
Web Site: www.baycounty-mi.gov/aging
E-mail: divonaging@baycounty.net

To: Kim Coonan, Chairman, Ways and Means Committee
From: Tammy Roehrs, Division on Aging Director
Date: January 29, 2013
CC: Tom Hickner, Barbara MacGregor, Marty Fitzhugh
RE: Request Permission to Apply to the Bay Area Community Foundation for the Healthy Senior Nature Walk.

BACKGROUND:

The Bay County Division on Aging is seeking to improve the quality of events offered into its current activities under the Healthy Senior programs. The purpose of the grant is to assist the Division on Aging with expenses associated with a Nature Walk at Dow Gardens.

FINANCIAL IMPLICATIONS:

There is no financial cost to the Division on Aging as all costs associated with the project are included in the grant.

RECOMMENDATION:

The Division on Aging recommends approval to apply for this grant. Upon favorable review by Corporation Counsel, and agreements relating to this grant are signed by the Board Chair and Board approval of any budget adjustments related to this grant.

BAY COUNTY BOARD OF COMMISSIONERS

2/12/13

RESOLUTION

- BY: WAYS AND MEANS COMMITTEE (2/5/13)
- WHEREAS, The Bay County Division on Aging is seeking to improve the quality of events offered in its current activities under the Healthy Senior programs and funding is available through the Bay Area Community Foundation for this purpose; and
- WHEREAS, The Division on Aging would like to implement a Healthy Senior Nature Walk and the grant funding from the Bay Area Community Foundation will assist the Division on Aging with expenses associated with a Nature Walk at Dow Gardens; and
- WHEREAS, There is no financial cost to the Division on Aging as all costs associated with the project are included in the grant; Therefore, Be It
- RESOLVED That the Bay County Board of Commissioners authorizes the Division on Aging to make application to the Bay Area Community Foundation for grant funding for a Healthy Senior Nature Walk; Be It Further
- RESOLVED That the Chairman of the Board is authorized to execute the grant documents (application, grant award, all related required documents) on behalf of Bay County following legal review/approval; Be It Further
- RESOLVED That the grant applicant/recipient departments are required to work with the Finance Department whose staff will provide financial oversight of said grant; Be It Finally
- RESOLVED That related budget adjustments, if required, are approved.

KIM COONAN, CHAIR
AND COMMITTEE

DOA - Healthy Senior Nature Walk Grant

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

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

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____



**BAY COUNTY
PERSONNEL DEPARTMENT**

Thomas L. Hickner
County Executive

Tim Quinn, Director
quinn1@baycounty.net
(989) 895-4098 (T)
(989) 895-2076 (F)

January 15, 2013

Tiffany Jerry, Payroll/Benefits Super.
jerryt@baycounty.net
(989) 895-4032 (T)
(989) 895-4039 (F)

Kim Coonan, Chairman
Ways and Means Committee
Bay County Board of Commissioners
515 Center Avenue, Suite 401
Bay City, MI 48708-5125

Danean Wright, Retirement Adm./Acct.
wrightd@baycounty.net
(989) 895-4043 (T)
(989) 895-4113 (F)

Mark Pickell, Payroll Clerk
pickellm@baycounty.net
(989) 895-4044 (T)
(989) 895-4039 (F)

RE: **Tuition Reimbursement Request**

Dear Commissioner Coonan:

Please consider the item listed below for the agenda of your committee.

- Request:** Tuition reimbursement request received from Jill McKeon, Account Clerk IV/ Finance Department (USW employee). Accounting Information Technology (ACCT 220) and Advanced Accounting Topics (ACCT 415) at Davenport University.
- Background:** The collective bargaining agreement with the USW full-time unit provides for the Bay County Executive to approve or deny requests for tuition reimbursement, but the committee prefers to review tuition requests prior to payment.
- Financial:** Funds are budgeted. Tuition reimbursement is \$1,652.70. Note: This is 50% of Ms. McKeon's requested amount.
- Recommendation:** Receive this item concerning a request for tuition reimbursement submitted by Jill McKeon, Account Clerk IV/Finance Department.

Thank you for considering this item for the agenda of your committee.

Sincerely,

Tim Quinn, Director
Personnel and Employee Relations

cc: Tom Hickner
Mike Gray
Marty Fitzhugh
Crystal Hebert
Wanda Behmlander
Personnel file

G:\Board\WAYS&MEA\2013\Jill McKeon Tuition - January.wpd

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PRE-CLASS APPROVAL FORM: TUITION REIMBURSEMENT

Jill McKeeon
Applicant's Name

1900 FINANCE
Department

U.S.W.A. # 15157
Bargaining Unit

School: DAVENPORT UNIVERSITY

Program DBA - ACCOUNTING

Are you on a degree program? YES NO

Course Number	Credit Hours	Tuition Per Hour	Fees	Books	Beginning Date	Ending Date	Class Title
1. <u>22131</u>	<u>3</u>	<u>\$ 405.00</u>	<u>\$ 215.00</u>	<u>\$ 175.99</u>	<u>4/1/13</u>	<u>4/27/13</u>	<u>ACCOUNTING INFORMATION TECH</u>
2. <u>22135</u>	<u>3</u>	<u>\$ 405.00</u>	<u>\$ —</u>	<u>\$ 100.00</u>	<u>4/1/13</u>	<u>4/27/13</u>	<u>ADVANCED ACCOUNTING TOPICS</u>
Totals		<u>\$ + 2210.00</u>	<u>\$ + 215.00</u>	<u>\$ 335.99</u>	<u>Total</u>		
				<u>\$ 3520.99</u>			

How is this class(es) job related? USE OF ACCOUNTING PRACTICES USED DAILY.

CFO's and Deputies

Applicant's Signature _____ Date _____
 Sheriff's Signature _____ Date _____
 Ways and Means Chairperson's _____ Date _____
 or Designee's Signature _____

Course Number Approved

ACCT 230 (50%)
ACCT 415 (50%)
\$ 1652.70

All Other Units

Jill McKeeon 4/1/13
 Applicant's Signature Date
Crystal Helbert 1/3/2013
 Department Head's Signature Date
[Signature]
 Human Resource Director's _____ Date _____
 or County Executive's Signature

NOTE: Proof of successful completion of the course is mandatory. Proof of payment of tuition, fees, and books is also mandatory. **RECEIVED**
 language is controlling. Check your contract, first, for specifics before turning in this form.

JAN - 3 2013

White: Personnel
 Yellow: Ways and Means
 Pink: Department Head

PERSONNEL DEPARTMENT 6/95



Davenport University
 www.davenport.edu
 (800) 632-9569
 6191 Kraft Ave
 Grand Rapids, MI 49512

Student ID: 518272368
Due Date: 28-DEC-2012
Statement Date: 28-DEC-2012
Student Name: Mrs. Jill M. McKeon
Term: 201320

Student Schedule/Bill

CRN	SUBJ	CRSE	CMP	COURSE TITLE	CREDS	LV	DAYS	START/STOP	BUILD	ROOM
22131	ACCT	220	117	Accounting Info	3.00	UG	R	0600-0850pm	MIACA	134
22135	ACCT	415	117	Advanced Accoun	3.00	UG	T	0600-0850pm	MIACA	134
Course Credits:					6.00					

CHARGES		CREDITS/ANTICIPATED CREDITS	
ACH Fee	40.00	Academic Excellence - UG	375.00
Registration Fee - Midland	125.00	DU Foundation Scholarship	750.00
Student Activity Fee-Midland	25.00		
Technology Fee - Midland	65.00		
Tuition-Winter-Midland	2,970.00		
Total Charges:	\$3,225.00	Total Credits/Anticipated Credits:	\$1,125.00

EFFECTIVE JAN. 7, 2013, A 2.75% CONVENIENCE FEE WILL BE ADDED TO ALL CREDIT CARD PAYMENTS
 Note: The balance due may include ESTIMATED FINANCIAL AID and if for any reason aid is not approved, you will be responsible for the resulting charges on your Davenport student account.
 REMEMBER TO COMPLETE THE PAYMENT PROCESS at www.davenport.edu

Previous Balance:	\$0.00
Current Term Balance:	\$2,100.00
Amount Due:	\$2,100.00
Future Balance:	\$0.00

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[Back to Home Tab](#)

Concise Student Schedule

518272368 Jill M. McKeon
 Winter 2013
 Jan 02, 2013 08:03 am

This page lists the classes for which you are registered for the term. All of the detail information about the class is included.

Name: Jill M. McKeon
Classification: Senior
Level: Undergraduate
College: College of Business
Major and Department: Accounting (Transfer), Accounting College of Business
Address: 691 Neuman Road
 Pinconning, Michigan 48650
 Bay (MI)

CRN	Course Title	Campus	Credits	Level	Start Date	End Date	Days	Time	Location	Instructor
22131 0	ACCT 220 Accounting Information Tech	Midland	3.000	UG	Jan 07, 2013	Apr 27, 2013	R	6:00 pm - 8:50 pm	Midland Academic Building 134	Bowman
22135 0	ACCT 415 Advanced Accounting Topics	Midland	3.000	UG	Jan 07, 2013	Apr 27, 2013	T	6:00 pm - 8:50 pm	Midland Academic Building 134	TBA
Total Credits:			6.000							

RELEASE: 8.4

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Order Summary

Once your order is processed, you will receive your order confirmation by email.

Please print this page and keep it for your records. If you do not receive your order confirmation email within 24 hours, please contact us at vb@mbsbooks.com or by phone at (800) 325-3252 to ensure that we received your order.

Order Number: 22977172

Placed on: Sun, December 23, 2012 1:10 pm

Title	Format	Quantity	Price
Integrated Accounting for Windows - With CD	New	1	\$175.99
Advanced Accounting (Loose)>CUSTOM PKG <	New	1	\$160.00
Shipping 2 items via UPS SurePost to:			Subtotal
JILL MCKEON 691 E NEUMAN RD PINCONNING, MI 48650-9425			UPS SurePost Shipping
			Total
			\$335.99
			\$9.99
			\$345.98

Lower the total cost of your textbooks!

Your online bookstore also buys textbooks back at the end of the semester. As a loyal customer you are eligible for our Customer Loyalty Program, which gives you more money back for your books. Watch for buyback notices at the end of the semester to learn more.

ACCT220 - Accounting Information Technology - 3 cr.

1. This course is a study of currently available accounting-business software and the related applications. Students will learn how to operate, evaluate, and apply various software with accounting systems and accounting information systems.

Prerequisite(s): ACCT202

ACCT415 - Advanced Accounting Topics - 3 cr.

1. This course is designed to further develop the student's analytical and interpretive skills in accounting for business mergers and acquisitions, partnerships and global accounting.

Prerequisite(s): ACCT302

Analysis of General Fund Unreserved/Undesignated Fund Balance 2013

Report Date: 1/30/2013

Description	Journal Number	2,013 Fund Balance
Estimated Unaudited Assigned Fund Balance or (Deficit) 12/31/2012		\$5,006,615
Reverse previous years Committed Fund Balance *		\$0
		<hr/> \$5,006,615
Assigned Fund Balance or (Deficit)		<hr/> \$92,309
2013 Budgeted Surplus /(Deficit)		
BUDGET ADJUSTMENTS POSTED IN JANUARY 2013		
Budget for Pinconning Park grant	13-01-0005	\$10,000

JANUARY 30, 2013

10,000

Assigned Fund Balance or (Deficit) 1/30/2013

\$5,108,924

THOMAS L. HICKNER
Bay County Executive

FINANCE DEPARTMENT
Bay County Building
515 Center Avenue, Suite 701
Bay City, MI 48708-5128



CRYSTAL A. HEBERT
Finance Officer
hebertc@baycounty.net
KIMBERLY A. PRIESSNITZ
Assistant Finance Officer
priessnitzk@baycounty.net

TO: Kim Coonan, Chairperson
Ways & Means Committee

FROM: Crystal Hebert *CH*
Finance Officer

RE: Executive Directive #2007-11

DATE: January 30, 2013

REQUEST:

Please place this memo on the February 5, 2013, agenda for your committee's information.

BACKGROUND:

On January 8, 2013, an e-mail was sent requesting departments to contact their grantor agencies to confirm their level of grant funding for the current year. As stated previously, the Finance Department would request monthly updates from these departments regarding their grant funding status and then provide a status update to your committee at your monthly meeting.

ECONOMICS:

As of the date of this missive, the following are the updates to the previous correspondence:

1. The state grantor agencies that have responded to department's requests indicate that funding levels for the State Grants with regard to fiscal year 2012 and/or 2013 appear to have no changes.

RECOMMENDATION:

To receive.

c: Tom Hickner
Michael Gray
Marty Fitzhugh
Kim Priessnitz
Tim Quinn

DRAFT

TO: KIM COONAN
WAYS & MEANS CHAIRMAN

FROM: RICHARD PABALIS
SUPERINTENDENT OF BUILDINGS & GROUNDS

DATE: JANUARY 22, 2013

RE: FAIRWAY MOWER

REQUEST:

Approve purchase of a Fairway mower to replace the old mower at the Bay County Golf Course.

BACKGROUND:

The existing Fairway mower is 13 years old (4,800 hours) and is beyond its life expectancy. Thousands of dollars have been put into the mower and it should be replaced. If we lose the hydraulic system, we would be looking at \$6,000 to \$12,000 to replace it and would still be at risk for other major components to break. This is one of the most frequently used piece of machinery that keeps the Golf Course looking the way it does.

ECONOMICS:

We could purchase a new mower for \$43,436.00. We would expect to receive \$2,500.00 for trading in the old mower. Monies to come from General Fund.

RECOMMENDATION:

Approve purchase of a new Fairway mower at the Bay County Golf Course to replace the 13 year old machine that is past its life expectancy.