

Finance Committee Agenda

3/5/2024
1:30 PM
Room 202

Meeting called by: Bill Routley **Note taker:** Paul Bullock

Attendees: Chris Jane, Ray Steinke, Mindy Taylor

----- Agenda Topics -----

Call To Order	Chair
Public Comment	
Marijuana Excise Tax Distribution	Finance Officer
Michigan Association of Counties Conf	Administrator
Veterans Affairs Grant	Finance Officer
Chief Deputy/Elected Salary Scale	Administrator
Bulk Paper Purchase Proposal	Administrator
Habitat For Humanity 2nd Draw	Administrator
MidState Substance Abuse Contract	Administrator
Listed Bills	
Commissioner Per Diem and Travel	
Other Business	
Adjournment	Chair

Finance Committee Minutes

3/5/2024

1:30 PM

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Call To Order	Chair	1:30 PM
Public Comment		NONE
Marijuana Excise Tax Distribution	Finance Officer	
Discussion: The Finance Officer advised the Committee that the 2023 Marijuana Excise Tax distribution has been received from the State in the amount of \$886,295.25.		
Michigan Association of Counties Conf	Administrator	
Discussion: The Administrator advised that the Michigan Association of Counties legislative conference will be held April 29 thru May 1 st in Lansing.		
Veterans Affairs Grant	Finance Officer	
Discussion: The Committee reviewed the FY 25 Veteran Service Fund Grant Letter of Intent to Apply.		
Conclusions: The Committee will recommend to the Board that the Finance Officer be authorized to sign and submit the letter of intent.		
Chief Deputy/Elected Salary Scale	Administrator	
Discussion: The Committee reviewed the Salary Scale for Chief Deputies of Elected officials, as well as a legal opinion from Cohl, Stoker, and Toskey regarding the matter.		
Bulk Paper Purchase Proposal	Administrator	
Discussion: The Committee reviewed a proposal to pre purchase 240 cases of copy paper. The paper will be held by the vendor and delivered in 40 case increments. The bulk prepay will save approximately \$7.80/case.		
Conclusions: The Committee will recommend to the Board that the purchase of 240 cases at a cost of \$34.19/case be approved.		
Habitat For Humanity 2nd Draw	Administrator	
Discussion: The Administrator advised the Committee that Habitat for Humanity has reported on their use of the first \$25,000 draw of Marijuana Excise Tax funds and a second draw will be issued. The total allocated to this program is \$100,000 thru 2025.		

MidState Health Network Contract		Administrator
Discussion: The Committee reviewed the proposed Intergovernmental Agreement to continue membership in the Mid State Health Network.		
Conclusions: The Committee will recommend to the Board that the agreement be placed on the March 21st agenda for full board action.		
Listed Bills		
Discussion: The Committee reviewed all bills		
Conclusions: The Committee will recommend that all bills be paid.		
Commissioner Per Diem and Travel		
Discussion: The Committee reviewed and approved all Commissioner per diem and travel.		
Other Business		
Discussion: Chris Jane requested that the possibility of National Association of Counties membership be reconsidered for the future. The Committee requested Mr. Jane request an invoice for membership and bring it back to the Committee for consideration.		
Adjournment	Chair	2:33 PM



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LEGISLATIVE CONFERENCE AGENDA – 2024



(SUBJECT TO CHANGE)

MONDAY | April 29

12:00 - 5:00 PM | REGISTRATION DESK OPENS | DOUBLETREE

1:00 - 1:30 PM | MACPAC BOARD WORK SESSION | DOUBLETREE

1:00 - 3:00 PM | MCMCFC SESSION: LARA BUREAU OF SURVEY AND
CERTIFICATION UPDATE * | DOUBLETREE

2:00 - 3:00 PM | MAC BREAKOUT: NAVIGATING HEALTH CARE COST TRENDS:
STRATEGIES FOR MICHIGAN COUNTIES | DOUBLETREE

2:00 - 3:00 PM | MAC BREAKOUT: SESSION TITLE FORTHCOMING |
DOUBLETREE

2:00 - 3:00 PM | MAC BREAKOUT: HISTORIC FEDERAL BROADBAND
INFRASTRUCTURE AND AFFORDABILITY FUNDING: LATEST UPDATES AND
COUNTY ACTION ITEMS | DOUBLETREE

3:00 - 5:00 PM | EXHIBITOR SET-UP | LANSING CENTER

3:30 - 5:00 PM | MCMCFC SESSION: REGULATORY UPDATES & HOT TOPICS /
MED AIDES / CNA ONLINE * | DOUBLETREE

3:00 - 3:15 PM | MAC BOARD EXECUTIVE COMMITTEE | DOUBLETREE

3:15 - 4:00 PM | MAC BOARD OF DIRECTORS MEETING | DOUBLETREE

4:00 - 5:30 PM - WELCOME RECEPTION | DOUBLETREE

DINNER ON OWN

TUESDAY | April 30

7:00 - 7:45 AM | EXHIBITOR SET-UP | LANSING CENTER

7:45 AM | REGISTRATION DESK OPENS | LANSING CENTER

7:45 - 9:00 AM | BREAKFAST | LANSING CENTER

9:00 - 10:00 AM | STATE OF MAC, MAC LEGISLATIVE UPDATE & REMARKS
FROM NACO | LANSING CENTER

10:00 - 10:45 AM | NETWORKING BREAK WITH EXHIBITORS | LANSING CENTER

10:15 AM - 11:45 AM | MCMCFC SESSION: LABOR AND EMPLOYMENT UPDATE *
| LANSING CENTER

10:45 - 11:45 AM | MAC BREAKOUT - A COMMISSIONER'S GUIDE TO PUBLIC
BEHAVIORAL HEALTH | LANSING CENTER

10:45 - 11:45 AM | MAC BREAKOUT : OPIOID SETTLEMENTS: LESSONS
LEARNED AND NEXT STEPS | LANSING CENTER

10:45 - 11:45 AM | MAC BREAKOUT: MEDC: RESOURCES FOR YOUR
COMMUNITIES | LANSING CENTER

12:00 - 1:15 PM | LUNCH AND CONFERENCE KEYNOTE - | LANSING CENTER

1:15 - 2:00 PM | NETWORKING BREAK WITH EXHIBITORS | LANSING CENTER

1:30 - 2:30 PM | MCMCFC SESSION: MEETINGS MATTER: MAXIMIZING THE
BENEFITS OF IN-PERSON AND VIRTUAL MEETINGS * | LANSING CENTER

2:00 - 3:00 PM | MAC BREAKOUT: MAXIMIZING YOUR COUNTY'S RETIREMENT
PLANS | LANSING CENTER

2:00 - 3:00 PM | MAC BREAKOUT: WHAT THE NEW RENEWABLE ENERGY
SITING LEGISLATION MEANS FOR MICHIGAN COUNTIES | LANSING CENTER

2:00 - 3:00 PM | MAC BREAKOUT: EMPOWERING COMMUNITIES WITH DATA:
USING 211 AND UNITED WAY DATA TO IMPROVE WELL-BEING IN YOUR
COUNTY | LANSING CENTER

2:45 - 4:30 PM | MCMCFC SESSION: HOW TO SET LEGISLATIVE AND
ADVOCACY PRIORITIES AND ENGAGE WITH LAWMAKERS * | LANSING CENTER

4:30 - 6:00 PM | LEGISLATIVE RECEPTION | DOUBLETREE

DINNER ON OWN

8:00 - 11:00 PM | PRESIDENT'S HOSPITALITY SUITE | DOUBLETREE

WEDNESDAY | May 1

7:30 AM | REGISTRATION DESK OPENS | LANSING CENTER

7 of 41

7:30 - 8:45 AM | BREAKFAST | LANSING CENTER

8:00 - 9:30 AM | MCMCFC BOARD MEETING | LANSING CENTER

8:45 - 9:45 AM | PLENARY SESSION: DISCUSSION WITH THE LEGISLATIVE
"QUADRANT" | LANSING CENTER

9:45 - 10:45 AM | MAC BREAKOUT: BUILDING A RISK MANAGEMENT PLAN |
LANSING CENTER

9:45 - 10:45 AM | MAC BREAKOUT: HOW TO TALK ABOUT MICHIGAN STATE-
LEVEL TRANSPORTATION FUNDING WITH FRIENDS (AND ENEMIES) | LANSING
CENTER

9:45 - 10:45 AM | MAC BREAKOUT: DEER HERD MANAGEMENT | LANSING
CENTER

9:45 - 10:45 AM | MCMCFC SESSION: DOCUMENTATION DO'S AND DEFINITELY
DO NOT'S! * | LANSING CENTER

10:45 - 11:00 AM | BOXED LUNCH PROVIDED | LANSING CENTER

* This activity has been submitted to the Wisconsin Nurses Association for approval to award contact hours.

The Wisconsin Nurses Association is accredited as an approver of nursing continuing professional development by
the American Nurses Credentialing Center's Commission on Accreditation

* These sessions have been submitted to NAB for Nursing Home Administrator credits

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CONFERENCE PAGE**

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Michigan Association of
Counties
110 W. Michigan Ave., Suite
200
Lansing, Michigan 48933
(800) 258-1152
(517) 372-5374
(517) 482-4599 Fax



Contact Us



FY25 COUNTY VETERAN SERVICE FUND GRANT
LETTER OF INTENT TO APPLY

FC - 3

Michigan Veterans Affairs Agency
3423 Martin Luther King Jr. Blvd.
Building 32
Lansing, MI 48906

DATE: 03 / 07 / 2024

Attention Grant Specialist:

I am submitting this Letter of Intent (LOI) on behalf of Mecosta County to apply for the FY25 County Veteran Service Fund Grant.

I understand that the grant and fund amount have not yet been determined and is dependent on the State Budget Office and Legislative approval. I am submitting this LOI to fulfill the requirement to apply for a placeholder for funds. I agree to inform MVAA if the County chooses not to apply for the grant after submission of this LOI.

I acknowledge that the grant application has not yet been released and more information will be forthcoming.

Submission deadline for the Letter of Intent is April 1, 2024, at 5pm EST. Submissions must be e- mailed to mvaagrants@michigan.gov.

Sincerely,

Applicant Signature

Mindy Taylor, Finance Officer/Deputy Controller Administrator

Printed Name/Title

231-796-2505

Phone

mtaylor@mecostacounty.org

E-mail

FC - 4

**2024 SALARY
ELECTED OFFICIALS**

NAME:	ELECTED OFFICE	LONGEVITY		
		2024 Salary	10 Year Step	
COUNTY COMMISSIONER	COUNTY COMMISSIONER	Base		
CLAPP, AMY	49TH CIRCUIT COURT JUDGE	\$9,310	N/E	N/A
BOOHER, KIMBERLY	49TH CIRCUIT COURT JUDGE	\$45,724	N/E	N/A
JAKLEVIC, PETER	77TH DISTRICT COURT JUDGE	\$45,724	N/E	N/A
THOMPSON, TYLER	18TH PROBATE COURT JUDGE	\$172,135	N/E	N/A
PURCELL, MARCEE	COUNTY CLERK	\$77,376	N/E	\$77,376
EARNEST, SHERRY	COUNTY TREASURER	\$75,021	\$720	\$75,021
PETERSON, JON	PROSECUTING ATTORNEY	\$119,011	N/E	N/A
HAHN, KAREN	REGISTER OF DEEDS	\$75,021	N/E	\$75,021
MILLER, KARLA	DRAIN COMMISSIONER	\$75,021	N/E	\$75,021
MILLER, BRIAN	SHERIFF	\$92,681	N/E	1/1/2030

*** CHAIRPERSON OF THE COUNTY COMMISSION RECEIVES
AN ADDITIONAL \$2,600 PER YEAR**

CHIEF DEPUTIES OF ELECTED OFFICIALS		LONGEVITY		
		2024 Salary	10 Year Eligible	
JOHNSON, AMBER	COUNTY CLERK	Base		
		\$54,501	N/E	Y
DOUGLAS, SHELBY	TREASURER	\$51,905	N/E	9/12/1932
	PROSECUTOR	\$102,334	N/E	
WOOSTER, MELISSA	REGISTER OF DEEDS	\$54,501	\$720	Y
CLEMENTSHAW, NICOLE	DRAIN COMMISSIONER	\$51,905	N/E	9/28/2026
NEMETH, CASEY	UNDERSHERIFF	\$84,535	N/E	11/20/1933



GRAND TRAVERSE COUNTY REQUEST FOR BOARD ACTION

MEETING DATE: January 3, 2024

DEPARTMENT: Administration

SUBMITTED BY: Nate Alger, County Administrator

SUBJECT: Updated Policy regarding salaries for Elected Officials and Chief Deputies

RECOMMENDATION:

Approve the implementation of the policy regarding salaries for Elected Officials and Chief Deputies.

FINANCIAL INFORMATION:

Budget neutral

SUMMARY:

On December 6, 2023, the Board of Commissioners reviewed a policy regarding salaries for Elected Officials and Chief Deputies as recommended by legal counsel. During that review, legal counsel was directed to make amendments to the policy. Attached is the updated policy for the final review.

ATTACHMENTS:

Salaries for Elected Officials and Chief Deputies Policy



Salaries for Elected Officials and Chief Deputies Policy

PURPOSE

The purpose of the salaries for Elected Officials and Chief Deputies Policy is to provide requirements and guidelines provided by the Michigan Legislature.

POLICY & PROCEDURE

Eligibility Criteria

The County shall adhere to the requirements of MCL 45.421(1). Which states the annual salary of each salaried county officer, which is by law fixed by the county board of commissioners, shall be fixed by the board before November 1 each year and shall not be diminished during the term for which the county officer has been elected or appointed, but may be increased by the Board of Commissioners (BOC) during the officer's term of office.

In keeping with the statute, the BOC will endeavor to address the salaries of the elected officials and chief deputies at the time it passes its annual budget, with the exception of the year prior to the commencement of a new term of office.

The "term of office" of each chief deputy will be co-terminus with the elected official under which they serve. The BOC may adjust salaries annually as follows:

Years of Service

(0) In February of the year prior to January 1 of the commencement of the term of office, the BOC may increase or decrease the salary of any or all of the elected officials and chief deputies, effective on January 1 of the following year.

(1) In the first year of office, after January 1 but prior to November 1, the BOC may increase the salary of any or all elected officials and chief deputies. The BOC shall not decrease any of their salaries.

(2) In the second year of office, after January 1 but prior to November 1, the BOC may increase the salary of any or all elected officials and chief deputies. The BOC shall not decrease any of their salaries.

(3) In the third year of office, after January 1 but prior to November 1, the BOC may increase the salary of any or all elected officials and chief deputies. The BOC shall not decrease any of their salaries.

(4) In the fourth year of office, after January 1 but prior to November 1, the BOC may increase or decrease the salary of any or all the elected officials and chief deputies, effective on January 1 of the following year. (This is year 0 for the next term of office.)

The BOC will continue to repeat years 1-4 of this cycle.

During a term of office, the BOC shall not decrease the salary of an elected official and chief deputy position, even if the chief deputy is a "new hire" or "inexperienced." Chief deputies serve at the pleasure of their elected officials.

The following non-binding principles apply:

- a. The BOC may elect to increase salary at any time. It is not bound by the November 1 deadline.
- b. The BOC may adopt uniform pay scales for guidance; however, it is not required to follow them. The application of a pay scale shall not result in a decrease in salary from a predecessor in office.
- c. Elected officials and chief deputies are not automatically entitled to cost of living adjustments. However, the BOC will endeavor to keep elected official chief deputy salaries competitive and in proportion to employees above and below them on the organizational chart. This may result in regular salary increases. The County recognizes the practical benefit and will endeavor for consistency with future changes in compensation under this policy to be consistent with changes approved for non-union employees' cost of living increases.

The principles set forth in this policy do not apply to non-salary compensation, which remains subject to change as otherwise provided in law.

This policy does not apply to others not specifically identified herein.

Questions

Questions regarding this policy or any of the related forms should be directed to Human Resources.

Note: This policy may differ for those employees who are members of recognized unions, organizations, associations, or in non-union positions with the County. Any questions related to the content of this policy, or its interpretation, should be directed to Human Resources.

Approved Personnel Policy 12/2023

Legal article for dec 2023 magazine

Hed: Chief deputies of elected officials: When to establish pay, and how much?

Art: salary decision

By Matt Nordfjord/ Cohl, Stoker and Toskey P.C.

Questions frequently arise related to how salaries are established for elected County officers and their statutory chief deputies. The same legal requirements and restrictions regarding salaries apply to both, and include the chief deputies of the clerk, sheriff, prosecutor, register of deeds, treasurer, and drain commissioner. Each of these chief deputy positions, except for drain commissioner, is required by law (the chief deputy sheriff is called the undersheriff). Because the elected official works directly for the citizens of their county, their chief deputy carries the additional responsibility of having to “step in” if there is a vacancy in the office of the elected official.

The Board of Commissioners has the exclusive power to fix the compensation of county officers not otherwise provided by law. Const 1963, art. 7, §9. MCL 45.421(1) provides that the Board of Commissioners must set the salaries and that the salaries may not be reduced during the officer’s term of office:

The annual salary of each salaried county officer, which is by law fixed by the county board of commissioners, shall be fixed by the board before November 1 each year and shall not be diminished during the term for which the county officer has been elected or appointed, but may be increased by the board during the officer’s term of office.

Chief deputies of elected officers meet the test to be considered public officers enunciated in *Meiland v Cody*, 359 Mich 78 (1960). Chief deputies serve at the pleasure of the elected official they serve. Their term of office is, therefore, coterminous with the elected official who appointed them. The chief deputy’s salary may not be reduced during their current term of office. OAG, 1977-1978, No. 5384, p. 635 (September 27, 1978). The board has the authority to set what is, in effect, the minimum salary of the chief deputies for each four-year term of office, but once set the salary level set cannot be reduced during the term for which the chief deputy was appointed.¹ See *McQuaid v Bd of Auditors of Oakland Co*, 315 Mich 234; 23 NW2d 644 (1946). This is true even if a vacancy occurs during the term of office. OAG, 2003, No. 7128 (April 7, 2003). **If a vacancy occurs mid-term, the person appointed to fill the remainder of the term must be paid (at least) the same salary as was set by the Board for their office. Less experience on the job is not to be used as a factor in decreasing the salary mid-term. Pay-scales that result in reduced salary are not applicable.**

In contrast, like salaries for elected officials, salaries for chief deputies may be increased at any time as determined by the County Board. OAG, 1983-1984, No. 6149, p 109 (April 19, 1983). For example, a chief deputy hired mid-term must at a minimum be paid the salary that their immediate predecessor was

¹ The statute previously also barred salary increases during the term of office. Following a 1967 amendment, the Court of Appeals held that MCL 45.421(1) permits the BOC to increase the salaries of elected officers and their chief deputies without limitation as to the effective date of such increases. *Attorney General v Oakland Co*, 125 Mich App 157; 335 NW2d 654 (1983). Further, the Court held that the Nov. 1 date was continued by historical accident.

paid. If the Board wants to decrease pay, it must make the change before November 1 to take effect at the start of the next term of office.

*Note that the statute applies only to salaries, not fringe benefits which may be decreased or eliminated at any time. Scheduled pay increases for a predecessor in office are speculative and not binding. To address these issues in a manner which complies with the statute, it is recommended that counties adopt a written policy regarding adoption of salaries for chief deputies and elected officials.



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Approved Personnel Policy 12/2023



February 26, 2024

Quote Reference MCPAPERQ22624

Ellen Mitchell

Mecosta County

Subject: Bulk Copy Paper Quote

ITEM #	DESCRIPTION	UNIT	QUOTED PRICE
ITGMC18511	Copy Paper 8.5 x 11 20# White	LT	\$ 8205.60
		CT	\$ 34.19 CS

41.99

Additional Information:

LOT = 6 skids. 40 cases per skid. Total is 240 cases.

➤ 10 RM/CT. 500 sheets per ream

Must Pre-pay for the entire order.

Must order in skid quantities – 40 cases per order/delivery.

Must schedule deliveries with a 2–3-day advance notice.

Price firm for 30 days.

Jeff Van Beek

Integrity Business Solutions

Account Executive

Email: jvanbeek@e-integritybiz.com

Cell: 616-633-6498





Mecosta County Habitat for Humanity
 Marijuana Excise Tax Funding Report
 1st Disbursement: \$25,000

Family Name: Brasseur
 Veteran: No
 Scope of Work: Well Replacement
 Project Completion: 1/10/2024
 Project Expense: \$10,379
 Funding Source/s:
 Marijuana Excise Tax Fund-\$10,379
 Repay Agreement: No <30% AMI

Family Name: Foster
 Veteran: No
 Scope of Work: Wheelchair Ramp, Roof Replacement, Facia and Soffit Replacement, Furnace Replacement, Entry Door Replacement
 Project Completion: 11/27/2023
 Project Expense: \$30,865.70
 Funding Source/s:
 MSHDA Priority Home Repair-\$25,000
 Marijuana Excise Fund-\$5,865.70
 Repayment Agreement: Yes

Family Name: Stelling
 Veteran: Yes
 Scope of Work: Wheelchair Ramp, Furnace Replacement, Insulation and Siding Replacement, Wood Burning Stove Pipe Repair
 Project Completion: 12/14/23
 Project Expense: \$37,7000
 Funding Source/s:
 Veteran Home Modification Repair Pilot-\$24,999
 Marijuana Excise Fund-\$12,701
 Repayment Agreement: VHMRP-No, METF-Yes

Family Name: Fitzgerald
 Veteran: Yes
 Scope of Work: Well Replacement, Water Heater Replacement
 Project Completion: 12/19/23

Project Expense: \$12,740.85

Funding Source/s:

Veteran Hime Modification Repair Pilot-\$10,940.85

Marijuana Excise Tax Fund-\$1,800

Repay Agreement: VHMRP-No, METF-Yes

Family Name: Castle

Scope of Work: Pellet Stove

Project Completion: 10/12/2023

Project Expense: \$3,800

Funding Source/s:

Marijuana Excise Tax Fund-\$3,800

Repay Agreement: Yes

Total Marijuana Excise Tax Funds Spent to Date: \$34,545.70

Respectfully Submitted,

Barbara Seabolt, Executive Director
Mecosta County Habitat for Humanity

**INTERGOVERNMENTAL CONTRACT FOR THE ESTABLISHMENT OF A
SUBSTANCE USE DISORDER OVERSIGHT POLICY BOARD**

FC - 7

This Contract (this "Contract") is made as of the date it is fully executed and signed, by and among Mid-State Health Network ("MSHN"), Arenac County, Bay County, Clare County, Clinton County, Eaton County, Gladwin County, Gratiot County, Hillsdale County, Huron County, Ingham County, Ionia County, Isabella County, Jackson County, Mecosta County, Midland County, Montcalm County, Newaygo County, Osceola County, Saginaw County, Shiawassee County and Tuscola County (individually referred to as the "County," and collectively referred to as the "Counties"). This Contract is authorized and undertaken pursuant to Section 287 of the Michigan Mental Health Code (Public Act 258 of 1974, as amended the "Code"), the Michigan Intergovernmental Transfer of Functions and Responsibilities Act (Public Act 8 of 1967) and/or the Michigan Intergovernmental Contracts between Municipal Corporations Act (Public Act 35 of 1951).

RECITALS

MSHN is a community mental health regional entity formed under the Mental Health Code, MCL 330.1204b, that has submitted its Application For Participation as a Prepaid Inpatient Health Plan ("PIHP") under 42 CFR Part 438.

The Counties are located in a region designated by the Michigan Department of Health and Human Services ("MDHHS") as Region 5 under MDHHS's restructuring of PIHPs in Michigan.

Under 2012 PA 500 and 2012 PA 501, the coordination of the provision of substance use disorder services will be transferred, no later than October 1, 2014, from existing coordinating agencies to community mental health entities designated by MDHHS to represent a region of community mental health authorities, community mental health organizations, community mental health services programs or county community mental health agencies, as defined under MCL 330.1100a.

MSHN represents twelve (12) community mental health organizations in Region 5 and qualifies as a MDHHS-designated community mental health entity to coordinate the provision of substance use disorder services in Region 5.

MSHN, as a MDHHS-designated community mental health entity, is required, under MCL 330.1287(5) to establish a Substance Use Disorder Oversight Policy Board (SUD Policy Board) through a contractual agreement, under appropriate law, between MSHN and each of the Counties in Region 5.

MSHN and the Counties desire to enter into this Contract to establish a SUD Policy Board.

NOW, THEREFORE, in furtherance of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

PURPOSE

Section 1.1 PURPOSE. The purpose of this Contract is to set forth the terms and conditions for the establishment of a SUD Policy Board pursuant to MCL 330.1287(5).

ARTICLE II

SUD POLICY BOARD

Section 2.1 FUNCTIONS AND RESPONSIBILITIES. The SUD Policy Board shall have the following functions and responsibilities:

2.1.1 Approval of any portion of MSHN's budget that contains 1986 PA 2 (MCL 211.24e(11)), funds ("PA 2 Funds") for the treatment or prevention of substance use disorders which shall be used only for substance use disorder treatment and prevention in the Counties from which the PA 2 Funds originated;

2.1.2 Advise and make recommendations regarding MSHN's budgets for substance use disorder treatment or prevention using non-PA 2 Funds; and

2.1.4 Advise and make recommendations regarding contracts with substance use disorder treatment or prevention providers.

2.1.5 In addition, the SUD Policy Board may be assigned by MSHN to advise and make recommendations to MSHN regarding any other matters as agreed to by the Counties and MSHN including advising and making recommendations to MSHN on issues regarding:

2.1.5.1 Methods, policies or practices to ensure quality of SUD services including culturally competent policy and practices for the delivery of those services;

2.1.5.2 Methods, policies or practices to ensure that SUD services made available through the PIHP/Regional Entity are accessible, responsive to regional needs, available to all segments of the community, and are delivered in a comprehensive manner;

2.1.5.3 Reviewing and/or providing recommendations regarding the strategic plan developed by the PIHP/Regional Entity to address the prevalence of SUD in the service areas from a recovery-oriented systems of care (ROSC) perspective and approach;

2.1.5.4 Reviewing and/or providing recommendations regarding the establishment of sustainability plans for ROSC initiatives to include prevention, treatment and recovery supports;

2.1.5.5 Reviewing and/or providing recommendations to expand and coordinate resources and activities with other agencies, community organizations and individuals to support the mission of the PIHP/Regional Entity where ROSC are concerned;

2.1.5.6 Methods, policies or practices to provide an opportunity for public comment, and receive and review comments on matters relevant to SUD prevention, treatment and recovery within the communities serviced by the PIHP/Regional Entity;

2.1.5.7 Reviewing and/or providing recommendations on the annual application for the federal block grant, as well as the renewal and issuance of SUD services licenses;

2.1.5.8 Reviewing and/or providing recommendations on the progress and effectiveness of the delivery of SUD services in the region;

Section 2.2 APPOINTMENT/COMPOSITION. The Board of Commissioners of each of the Counties shall appoint one (1) voting member of the MSHN SUD Policy Board and one (1) alternate. The Board of Commissioners may appoint County Commissioners or others, as allowed by Michigan law, that it deems best represents the interests of its County. While the appointment decision is vested within the sole authority of the each County Board of Commissioners, Parties to this Agreement acknowledge that MDHHS encourages appointments which represent the cultural diversity of the area served, appointments of persons in recovery from a substance use disorder, underserved populations and other related constituencies such as education, health, and social services agencies; advocacy organizations; public or private substance abuse prevention, treatment or recovery providers; members of the general public, including civic organizations and the business community. The alternate shall be a voting member only if representing in the absence of the appointed member.

Section 2.3 TERM. The term of membership for a member of the MSHN SUD Policy Board shall be three (3) years, beginning in September and ending in August. Members may be reappointed to additional or successive terms in the discretion of the respective Board of Commissioners.

Section 2.4 VACANCIES. A vacancy on the SUD Policy Board shall be filled by the County that originally filled the vacated position in the same manner as an appointment.

Section 2.5 REMOVAL. By majority vote of the Board of Commissioners, a County that appointed a SUD Policy Board member may remove its appointee at any time with or without cause. The SUD Policy Board is responsible for informing the relevant County of any lack of participation or attendance by the County's appointed SUD Policy Board member.

Section 2.6 ETHICS AND CONFLICTS OF INTEREST. The SUD Policy Board shall adhere to all conflict of interest and ethics laws applicable to public officers and public servants, serving as members of the SUD Policy Board.

Section 2.7 COMPLIANCE WITH LAWS. MSHN, the Counties and the SUD Policy Board shall fully comply with all applicable laws, regulations and rules, including without limitation 1976 PA 267 (the "Open Meetings Act"), 1976 PA 422 (the "Freedom of Information Act"), 2012 PA 500, 2012 PA 501 and 1986 PA 2. MSHN and the Counties, as required by law, shall not discriminate against any Board member or applicant for appointment to the Board because of race, color, religion, sex (including gender identity or expression, sexual orientation and pregnancy), genetic information, national origin, age, disability, veteran status, marital status, or any other characteristic protected by law that is unrelated to the individual's ability to perform the duties of a particular job. Breach of this section shall be regarded as a material breach of this Agreement.

Section 2.8 BYLAWS. The SUD Policy Board shall adopt Bylaws which may be amended by the SUD Board as provided in those Bylaws subject to the review and approval of MSHN.

ARTICLE III

MSHN

Section 3.1 FUNDING. Each County will provide MSHN funding, as required by Section 24e of the General Property Tax Act (MCL 211.24e as amended) to be used only for substance abuse prevention and treatment programs in each County. MSHN shall ensure that funding dedicated to substance use disorder services shall be retained for substance use disorder services and not diverted to fund services that are not for substance use disorders. MCL 330.1287(2).

ARTICLE IV

TERM AND TERMINATION AND DISPUTE RESOLUTION

Section 4.1 TERM. The Term of this Contract shall commence as of the date it is fully executed and signed by all parties and shall continue for three years unless terminated at an earlier date as provided in Section 4.2. This Agreement is subject to the precondition that this Agreement be approved by concurrent resolution by each and every County. A copy of this Agreement once approved will be filed with the Secretary of State for the State of Michigan.

Section 4.2 TERMINATION. Any party may terminate its participation as a Party to this Contract at any time for any or no reason by giving all other parties thirty (30) days written notice of the termination. Any notice of termination of this Contract shall not relieve either party of its obligations incurred prior to the effective date of such termination.

Section 4.3 DISPUTE RESOLUTION. The Chief Executive Officer of MSHN will attempt to resolve disputes through discussion with the Chairperson of the SUD Policy Board or County Controller or Administrator, as needed. Occasionally disputes may arise between the SUD Policy Board and MSHN, or one or more of the Counties and MSHN, arising out of and relating to this Agreement or a breach thereof which cannot be resolved through amicable discussion. In such cases, if the dispute remains unresolved:

4.3.1 If the dispute is between MSHN and the SUD Policy Board, the governing board of either party may by majority vote request a meeting of designated representatives of the MSHN Board and SUD Policy Board in an effort to resolve the matter. Any mutual agreement by the parties will be reduced to writing and voted upon by each Party's governing board. If no mutual agreement is reached, the decision of MSHN as adopted by a majority vote of the MSHN Board will be deemed final.

4.3.2 If the dispute is between MSHN and one or more of the Counties, the governing board of either party may by majority vote request a meeting of designated representatives of the MSHN Board and representatives of one or more County Boards in an effort to resolve the matter. Any mutual agreement by the parties will be reduced to writing and voted upon by each Party's governing board. If MSHN or one or more of the Counties remain dissatisfied, the Parties may mutually agree to non-binding mediation. If non-binding mediation is agreed to, the Parties may mutually agree upon a mediator or submit a request that mediation be administered by the American Arbitration Association under its Mediation Procedures before resorting to arbitration, litigation, or some other

dispute resolution procedure. The Parties recognize that mediation is a non-binding process to assist them to resolve their disputes by making their own free and informed choices, and that the mediator will have no authority to impose a settlement on any party but only to discuss and suggest options for resolution. If the Parties do not agree to mediation, or if the Parties do not reach a mutually agreeable settlement through mediation within 30 days after initiation of mediation, the Parties may pursue any other dispute resolution or legal recourse as provided by law. The mediation process will take place at a reasonably convenient location to be agreed upon by the parties or determined by the mediator. At the option of the Parties, mediation sessions may take place by telephone or video conference or online when the technology is available. Administrative fees and mediator compensation for the process will be paid equally by the Parties to the dispute.

ARTICLE V

LIABILITY

Section 5.1 LIABILITY/RESPONSIBILITY. No party shall be responsible for the acts or omissions of the other party or the employees, agents or servants of any other party, whether acting separately or jointly with the implementation of this Contract. Each party shall have the sole nontransferable responsibility for its own acts or omissions under this Contract. The parties shall only be bound and obligated under this Contract as expressly agreed to by each party and no party may otherwise obligate any other party.

ARTICLE VI

MISCELLANEOUS

Section 6.1 AMENDMENTS. This Contract shall not be modified or amended except by a written document signed by all parties hereto.

Section 6.2 ASSIGNMENT. No party may assign its respective rights, duties or obligations under this Contract.

Section 6.3 NOTICES. All notices or other communications authorized or required under this Contract shall be given in writing, either by personal delivery or certified mail (return receipt requested) and shall be deemed to have been given on the date of personal delivery or the date of the return receipt of certified mail.

Section 6.4 ENTIRE AGREEMENT. This Contract shall embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. There are no other agreements or understandings, oral or written, between the parties with respect to the subject matter hereof and this Contract supersedes all previous negotiations, commitments and writings with respect to the subject matter hereof.

Section 6.5 GOVERNING LAW. This Contract is made pursuant to, and shall be governed by, construed, enforced and interpreted in accordance with, the laws and decisions of the State of Michigan.

Section 6.6 BENEFIT OF THE AGREEMENT. The provisions of this Contract shall not inure to the benefit of, or be enforceable by, any person or entity other than the parties and

any permitted successor or assign. No other person shall have the right to enforce any of the provisions contained in this Contract including, without limitation, any employees, contractors or their representatives.

Section 6.7 ENFORCEABILITY AND SEVERABILITY. In the event any provision of this Contract or portion thereof is found to be wholly or partially invalid, illegal or unenforceable in any judicial proceeding, such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Contract, as the case may require. This Contract shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

Section 6.8 CONSTRUCTION. The headings of the sections and paragraphs contained in this Contract are for convenience and reference purposes only and shall not be used in the construction or interpretation of this Contract.

Section 6.9 COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be considered an original, but together shall constitute one and the same agreement.

Section 6.10 EXPENSES. Except as is set forth herein or otherwise agreed upon by the parties, each party shall pay its own costs, fees and expenses of negotiating and consummating this Contract, the actions and agreements contemplated herein and all prior negotiations, including legal and other professional fees.

Section 6.11 REMEDIES CUMULATIVE. All rights, remedies and benefits provided to the parties hereunder shall be cumulative, and shall not be exclusive of any such rights, remedies and benefits or of any other rights, remedies and benefits provided by law. All such rights and remedies may be exercised singly or concurrently on one or more occasions.

Section 6.12 BINDING EFFECT. This Contract shall be binding upon the successors and permitted assigns of the parties.

Section 6.13 NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties agree that no provision of this Contract is intended, nor shall it be construed, as a waiver by any party of any governmental immunity or exemption provided under the Mental Health Code or other applicable law.

ARTICLE VII

CERTIFICATION OF AUTHORITY TO SIGN THIS CONTRACT

The persons signing this Contract on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Contract on behalf of said parties, and that this Contract has been authorized by said parties pursuant to formal resolution(s) of the appropriate governing body(ies), copies of which shall be provided to MSHN.

IN WITNESS WHEREOF, the parties hereto have entered into, executed and delivered this Contract as of the dates noted below.

MID-STATE HEALTH NETWORK REGIONAL ENTITY

By: _____ Date: _____

Its: _____

ARENAC COUNTY

By: _____ Date: _____

Its: _____

BAY COUNTY

By: _____ Date: _____

Its: _____

CLARE COUNTY

By: _____ Date: _____

Its: _____

CLINTON COUNTY

By: _____

Date: _____

Its: _____

EATON COUNTY

By: _____

Date: _____

Its: _____

GLADWIN COUNTY

By: _____

Date: _____

Its: _____

GRATIOT COUNTY

By: _____

Date: _____

Its: _____

HILLSDALE COUNTY

By: _____

Date: _____

Its: _____

HURON COUNTY

By: _____

Date: _____

Its: _____

INGHAM COUNTY

By: _____

Date: _____

Its: _____

IONIA COUNTY

By: _____

Date: _____

Its: _____

ISABELLA COUNTY

By: _____

Date: _____

Its: _____

JACKSON COUNTY

By: _____

Date: _____

Its: _____

MECOSTA COUNTY

By: _____

Date: _____

Its: _____

MIDLAND COUNTY

By: _____

Date: _____

Its: _____

MONTCALM COUNTY

By: _____

Date: _____

Its: _____

NEWAYGO COUNTY

By: _____

Date: _____

Its: _____

OSCEOLA COUNTY

By: _____

Date: _____

Its: _____

SAGINAW COUNTY

By: _____

Date: _____

Its: _____

SHIAWASSEE COUNTY

By: _____

Date: _____

Its: _____

TUSCOLA COUNTY

By: _____

Date: _____

Its: _____

VOUCHER

COUNTY OF MECOSTA

Commissioners

Date 3/5/24

Pay to:

Bill Routley

DATE	ITEMS	AMOUNT
2/1/24	Commish	50
2/2/24	AAWM Zoom Mtng-	50
2/6/24	Bld. Zion	50
2/15/24	City-County-Commish	50
2/15/24	Commish	50
2/21/24	COR	50
2/22/24	AAWM OAA Funding	50
2/22/24	" " " "	50
2/26/24	" " Exec Mtng	50
2/26/24	" " Board Mtng	50

TOTAL 500.00

Charge to:

Per Diem

Account #:

101 101 705.000

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Signed

Bill Routley

RECEIVED
MAR 05 2024
BOARD OF
COMMISSIONERS

 COPY

TRAVEL VOUCHER

COUNTY OF MECOSTA

Date: 3/5/2024

Pay to:

Bill Rountley

[illegible]

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Signed by Employee Bill Rautley

Signed by Dept Head or Deputy if check is for Dept Head

RECEIVED
MAR 05 1977
BOARD OF
COMMISSIONERS

Commissioners

Date 4-Mar-24

Remus, Michigan 49340

DATE	ITEMS	AMOUNT
2/13/2024	FINANCE	\$50.00
2/15/2024	BOC	\$50.00
2/15/2024	EMS	\$50.00
2/2022024	ROAD COMMISSION	\$50.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	TOTAL	\$200.00

Charge to: Per Diem
Account #: 101 101 705.000

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Jerrilynn Strong

Signed

RECEIVED
MAR 04 1944
BOARD OF
COMMISSIONERS

 COPY

Date: 2/27/2024

Date	From	To	Reason for Travel	Miles Traveled
2/7/2024	Mecosta	Reed City	MichWorks Mtg	32x2=64
2/19/2024	Mecosta	Remus	Wheatland Twp Mtg	7x2=14
Lodging				
Parking/Meals	Event			Amount
			Total Other	

TOTAL MILES	78
x	0.67
MILEAGE TOTAL	
Meals/Parking Total	
Total Reimbursement	52.26

Linda Howard

Signed by Dept Head or Deputy if check is for Dept Head



COPY

RECEIVED
FEB 27 1964
BOARD OF
COMMISSIONERS

Commissioners

Date **2/27/2024**

Pay to: **LINDA HOWARD**

DATE		AMOUNT
2/1/2024	Co Comm Mtg	\$50.00
2/7/2024	Sheriff & Jail Mtg	\$50.00
2/7/2024	MichWorks	\$50.00
2/9/2024	Mat.Management Mtg. Mt. P	\$50.00
2/15/2024	Co. Comm Mtg	\$50.00
2/27/2024	DHHS Mtg	\$50.00
TOTAL		\$300.00

Charge to: Per Diem
Account #: 101 101 705.000

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Linda Howard

Signed



COPY

RECEIVED
FEB 27 1966
BOARD OF
COMMISSIONERS

COPY

Commissioners

Date 2-27-24

Pay to: Ray Steinke

DATE	ITEMS	AMOUNT
1-30-2024	FINANCE	50.00
2-1-24	Comm	50.00
2-15-24	FMS	50.00
2-15-24	Comm	50.00
2-13-24	FINANCE	50.00
TOTAL		\$250.-

Charge to: Per Diem
Account #: 101 101 705.000

RECEIVED
18 12 11
DEPT OF
COMMUNICATIONS

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

paid. Ray Steinke
Signed



Date: 21.5.24

Romy Steinke

Charge to: Travel Expense
General Ledger: 101-101-810.000

Ray Steinhilber

Signed by Dept Head or Deputy if check is for Dept Head

Commissioners

Date 2-15-24

Pay to: Randy Vetter

[illegible]

TOTAL	300
-------	-----

Per Diem

101 101 705.000

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Signed

RECEIVED
JUN 16 1964
BOARD OF
GOVERNORS



COPY

RECEIVED

FEB 15 2024

ACCOUNTS PAYABLE

Signed by Dept Head or Deputy if check is for Dept Head