



**GLADWIN COUNTY  
DISTRICT BOARD OF COMMISSIONERS**

401 West Cedar Avenue  
Gladwin, Michigan 48624  
(989) 426-4821

[commissioners@gladwincounty-mi.gov](mailto:commissioners@gladwincounty-mi.gov)

**COMMITTEE OF THE WHOLE**

July 13, 2021 9:00 a.m.

*Agenda and supporting attachments are subject to change.*

**1. Public Comments:**

**2. City Administrator's Report:**

**3. County Affairs:**

1. Regulation of Adult Use Marijuana – *Justin Schneider, Zoning Administrator and Attorney Hoerauf*
2. Resolution Regarding the American Rescue Plan Act – *Interim Administrator*
3. Research on Gypsy Moth Spray Program – *Interim Administrator*

**4. County Facilities and Transportation:**

**5. Data:**

**6. 511 Council:**

**7. Gladwin Parks and Recreation:**

**8. Insurance:**

1. Agent of Record, Gladwin County Insurance Programs – *Interim Administrator*

**9. Memorial Restoration:**

**10. MERs:**

**11. Public Safety:**

**12. Personnel:**

1. Letter of Understanding for GELC Corrections and Corrections Command – *Attorney Hoerauf*

**13. Finance:**

1. Proposal from Building Place for Zoning Ordinance Amendment – *Kim Donn, Assistant Zoning Administrator and Interim Administrator*

2. Second Quarter 2021 Budget Amendments – *Interim Administrator*
3. Disbursement of Annual MERS payment – *Interim Administrator*
4. Request to attend MACVC 2021 Fall Conference – *Director Ken Roberts*
5. Child Support DHHS Program Grant 2021/22 – *Interim Administrator*

**14. Report from Civil Attorney:**

1. Interim Administrator Contract
2. Consultant Findings
3. County Administrator Employment Contract – Review and Discussion
4. Administrator Candidates – Second Interview Process

ORDINANCE NO. 2021 – \_\_\_\_\_

**The County of Gladwin ordains:**

**The County of Gladwin amends Chapter 2, Section 2.2 and Chapter 3 of the Code of the County of Gladwin.**

Chapter 2, Section 2.2 is amended as follows:

The following definitions are amended, or added:

ADULT USE MARIJUANA GROWING FACILITY: A facility licensed under the Michigan Regulation and Taxation of Marijuana Act to grow Marijuana.

ADULT USE MARIJUANA PROCESSING FACILITY: A facility licensed under the Michigan Regulation and Taxation of Marijuana Act to process Marijuana.

ADULT USE MARIJUANA RETAIL FACILITY: A facility licensed under the Michigan Regulation and Taxation of Marijuana Act to sell Marijuana at retail.

ADULT USE MARIJUANA TESTING FACILITY: A facility licensed under the Michigan Regulation and Taxation of Marijuana Act to test Marijuana.

ADULT USE MARIJUANA TRANSPORTATION FACILITY: A facility licensed under the Michigan Regulation and Taxation of Marijuana Act to transport Marijuana.

MARIHUANA or MARIJUANA, ADULT USE: Means that the term as defined in the Public Health Code, MCL 333.1101, et seq, Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, et seq, the and the Marihuana Tracking Act, MCL 333.27901, et seq. For the purpose of this Ordinance, the spellings are interchangeable.

MARIHUANA or MARIJUANA, MEDICAL or MEDICAL USE: Means that the term as defined in the Public Health Code, MCL 333.1101, et seq, the Medical Marihuana Act, MCL 333.26421, et seq, the Medical Marihuana Facilities Act, MCL 333.27101, et seq, and the Marihuana Tracking Act, MCL 333.27901, et seq. For the purpose of this Ordinance, the spellings are interchangeable.

MARIHUANA PLANT: Means any plant of the species Cannabis Sativa L.

**MARIHUANA-INFUSED PRODUCT:** Means a topical formulation, tincture, beverage, edible substance, or similar product containing any usable marihuana inhalation.

**MEDICAL USE OF MARIJUANA:** The acquisition, possession, cultivation, manufacture, use, internal possession, delivery, transfer or transportation of marijuana or paraphernalia relating to the administration of marijuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition, as defined under the Michigan Medical Marihuana Act, P.A. 2008, Initiated law, MCL 333.26423(d).

**MEDICAL MARIJUANA CLUB:** A place at which more than two (2) patients grow or make available medical marijuana for their individual use. **MEDICAL**

**MEDICAL MARIJUANA DISTRIBUTION FACILITY:** A place where medical marijuana growers, processors, or caregivers store and/or distribute medical marijuana to medical marijuana patients, with no growing or cultivation of medical marijuana.

**MEDICAL MARIJUANA GROWING FACILITY:** ~~A place where more than a total of two (2) medical marijuana patients or caregivers grow, possess or store medical marijuana.~~ A facility licensed under the Medical Marijuana Facilities Licensing Act to grow Marijuana.

**MEDICAL MARIJUANA PROCESSING FACILITY:** A facility licensed under the Medical Marijuana Facilities Licensing Act to process Marijuana.

**MEDICAL MARIJUANA RETAIL FACILITY:** A facility licensed under the Medical Marijuana Facilities Licensing Act to sell Medical Marijuana at retail.

**MEDICAL MARIJUANA TESTING FACILITY:** A facility licensed under the Medical Marijuana Facilities Licensing Act to test Marijuana.

**MEDICAL MARIJUANA TRANSPORTATION FACILITY:** A facility licensed under the Medical Marijuana Facilities Licensing Act to transport Marijuana.

Chapter 3 is amended by adding Section 3.6 as set forth below:

### Section 3.6

In addition to the uses specified in Section 3.5 and its attached tables, ADULT USE MARIJUANA LICENSED BUSINESSES, being ADULT USE MARIJUANA GROWING FACILITY, ADULT USE MARIJUANA PROCESSING FACILITY, ADULT USE MARIJUANA TESTING FACILITY, ADULT USE MARIJUANA

TRANSPORTATION FACILITY, ADULT USE MARIJUANA RETAIL FACILITY are permitted in any Overlay District provided:

- a. It is the intent of this provision to maximize local control and decision-making with respect to whether and where businesses licensed for ADULT USE MARIJUANA, as defined in this ordinance, are located.
- b. It is the intent of this provision to honor and give effect to, the decisions of Townships, or Villages, within the County of Gladwin as to whether and where businesses licensed for ADULT USE MARIJUANA, as defined in this ordinance, are located.
- c. To the extent that a Township, or Village located within the County of Gladwin, adopts an Ordinance permitting businesses licensed for ADULT USE MARIJUANA to locate within the boundaries of its jurisdiction, ADULT USE MARIJUANA shall be a permitted use, but only to the extent permitted within the Township or Village ordinance.
- d. An ordinance, referenced in paragraph (c) above shall specify the number of licensing facilities to be permitted within the jurisdiction by type, and class.
- e. An ordinance, referenced in paragraph (c) above shall specify the boundaries of within which businesses licensed for ADULT USE MARIJUANA, and permitted by the ordinance by type and class (as set forth in paragraph (d) above may be located.
- f. The map or locations within which businesses licensed for ADULT USE MARIJUANA, shall be deemed an Overlay District, and shall be given full faith and credit by the County of Gladwin, as though adopted as an amendment to the Official Zoning Map of the County.
- g. No business licensed for ADULT USE MARIJUANA shall be deemed a permitted use unless the Township or Village adopts an ordinance permitting the specific use and designates the Overlay District within which the licensed business may locate.
- h. Apart from the location, number, and type of business licensed for ADULT USE MARIJUANA, all other regulations of this ordinance will apply as written, for the zoning district: lot size, set back, parking requirements, all spatial, distance, and building requirements shall apply as set forth elsewhere in this ordinance.
- i. A Township or Village shall provide a true copy of its duly adopted ordinance to the County Clerk, and the Gladwin County Board of Commissioners upon adoption.

Passed by the County Board of Commissioners of the County of Gladwin on \_\_\_\_\_, at its regular meeting with \_\_\_\_\_ commissioners in attendance,

\_\_\_\_\_ voting aye, \_\_\_\_\_ nay. Adopted by the County Board of Commissioners of the County of Gladwin this \_\_\_\_\_ day of \_\_\_\_\_, 2021.  
Signed: \_\_\_\_\_, Chair.

\*\*\*\*\*

I hereby certify that the foregoing was duly adopted by the COUNTY BOARD OF COMMISSIONERS of the COUNTY OF GLADWIN, Michigan, at its regular meeting on the \_\_\_\_\_ of \_\_\_\_\_, 2021, that of \_\_\_\_\_ members of the County Board of Commissioners, \_\_\_\_\_ were in attendance and \_\_\_\_\_ voted for the adoption of the Ordinance. I further certify that the above and foregoing ordinance is recorded in Ordinances for the COUNTY OF GLADWIN.

Effective Date

This Ordinance shall take effect thirty (30) days following date of publication as required by law. All Ordinances or part Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

\_\_\_\_\_

GLADWIN COUNTY RESOLUTION 2021-\_\_\_\_\_

RESOLUTION REGARDING THE AMERICAN RESCUE PLAN ACT  
AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND

The Gladwin County Board of Commissioners, at a Regular Meeting, July 13, 2021, reviewed and approved the following:

WHEREAS the American Rescue Plan Act was signed into Law on March 11, 2021; and

WHEREAS the American Rescue Plan established the Coronavirus Local Fiscal Recovery Fund (CLFRF); and

WHEREAS the United States Department of Treasury released its Interim Rule on May 10, 2021; and

WHEREAS the Interim Rule has established four broad categories on how the funds may be used, also known as Allowable Use; and

WHEREAS the Four Categories of Eligible Uses (Per Sec. 602(c)(1) and 603 (c)(1) Are:

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS counties in the United States are receiving a total of 65.1 billion and Counties in Michigan are receiving an estimated 1.93 billion; and

WHEREAS the amount of money awarded to each county is based on the county's relative population; and

WHEREAS Gladwin County, also known as Recipient, has been awarded \$4,943,170.00

WHEREAS award funds will be received in two tranches, or distributions, 50% in 2021 and 50% in 2022; and

- WHEREAS** set forth in the Treasury’s implementing regulations, Gladwin County may use award funds to cover eligible costs incurred during the period that begins March 3, 2021 and ends on December 31, 2024, and the Period of Performance ends on December 31, 2026; and
- Whereas** the Gladwin County Interim Administrator completed the Award Terms and Conditions Agreement on May 12, 2021, and Gladwin County received notification of award funding on May 19, 2021; and
- Whereas** Gladwin County received its first distribution, or tranche, in the amount of \$2,471,585.00 on May 25, 2021; and
- Whereas** Gladwin County anticipates receiving its second distribution, or tranche, in the amount of \$2,471,585.00 on or about May 25, 2022; and
- Whereas** local units of government should use account 528-Other Federal Grants for recording the revenues associated with these grants; and
- Whereas** The Gladwin County Treasurer receipted the funds to 281-000-528.00 which is a Federal Revenue Account.

**THEREFORE, BE IT RESOLVED,**

As outlined in the Award Terms and Conditions, Gladwin County will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project; and

- FURTHER** Gladwin County may use funds provided under this award to cover both direct and indirect administrative costs; and
- FURTHER** Gladwin County will comply with any reporting obligations established by Treasury as they relate to this award; and
- FURTHER** Gladwin County will retain all records for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

**BE IT FURTHER RESOLVED**

The Gladwin County Board of Commissioners is committed engaging with, and communicating to, Gladwin County Stakeholders, including but not limited to, its residents, local units of government, school districts, non-profits, and business owners, as it pertains to the distribution of the amount awarded through the Coronavirus Local Fiscal Recovery Fund.



**RESOLUTION DECLARED ADOPTED**

I, the undersigned, Clerk of Gladwin County, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Gladwin County Board of Commissioners at its Regular Meeting held July 13, 2021.

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**Karrie Hulme**  
**Gladwin County Clerk**

## ***Gypsy Moth Findings for Board Consideration***

1. Spray Permit for Aerial Application:
  - a. Must apply in December-January prior to the spring spray. Handled by the Aerial Applicator.
  - b. Can apply for a "buffer zone" permit to pick up a portion of State Land exemption. This will depend on the parks/wildlife in those areas, as determined by the DNR.
2. Affected Areas:
  - a. Based on phone complaints and individual contact, the following areas have been reported as heavily infested: Sherman, Bentley, Grout, Beaverton, Clement, Grim and Billings.
3. Cost for Spray Application:
  - a. \$50.00-\$60.00/acre.
  - b. Will need to build an RFP and publish for aerial spray services before December 2021.
  - c. Would recommend an Inter-Governmental Agreement with Clare or Roscommon County to reduce costs for a "Tri-County Spray".
4. Gypsy Moth Millage History:
  - a. Gladwin County's Gypsy Moth millage expired in 2001.
  - b. Spraying operations were continuous through 2014, using the millage funds.
  - c. Target areas were treated in 2018 & 2019, leaving the fund with a balance of \$6,212.45.
  - d. Full-Time Coordinator resigned in 2015.
  - e. Part-Time staff continued in 2015-2017 with limited services.
  - f. Gladwin County Conservation District contracted with Gladwin County for "egg mass count" and selective spraying in 2018 & 2019.
5. How do we fund a new spray program?
  - a. A new millage question would need to be created. (proposed language is attached)
  - b. The County would be responsible for the entire cost of a November 2021 Election. Estimate - \$15,000.
  - c. Millage would be effective for Winter 2021 Tax Billings. Tax collection would begin immediately for the Spring Spray Program.
  - d. Millage language would need to be certified by the Board and submitted to the County Clerk by August 10, 2021 to be placed on a November 2021 ballot.
  - e. I would recommend one of the proposed ballot languages (attached) on a three-year millage, running December 2021 – December 2023 tax collection.
  - f. A three-year consideration would enable the millage to be renewed in 2024 during a State/Federal Election at no direct cost to the County.
6. Recommendation from Administration:
  - a. Commit to placing an approved millage question on the November 2021 ballot.
  - b. Begin hiring/training of employees to perform egg mass counts by county sections for Fall 2021, prior to the pass/fail of the millage question. The counting of egg masses must be considered prior to the publication of a concise RFP to obtain aerial spray application pricing. Egg masses, or sections, must be identified for the proper spray application in the Spring of 2022.

## ***Gypsy Moth Millage Options***

### **Option #1      2 Mill Proposal**

For the purpose of authorizing funding for the Gladwin County Gypsy Moth Suppression Program to monitor, control, and reduce Gypsy Moth outbreaks in Gladwin County, shall the constitutional limitation upon the total amounts of taxes which may be assessed in one (1) year upon all property within the County of Gladwin, Michigan be increased by up to 2.0000 of two (2) mill (\$2.00 per \$1,000.00 of state taxable valuation), for a period of three (3) years, from 2021 through 2023, inclusive (commencing with the December 2021 tax collection)? If approved and levied in full, this millage will raise an estimated additional \$2,096,090.92 in the first calendar year of the levy, based on state taxable valuation, to operate the Gladwin County Gypsy Moth Suppression Program. If approved and levied, a portion of the millage monies raised in their respective jurisdictions may also be captured by the Downtown Development Authority of the Cities of Beaverton and Gladwin, Gladwin County Landbank Authority and Brownfield Authority of Gladwin County pursuant to State law.

### **Option #2      1 Mill Proposal**

For the purpose of authorizing funding for the Gladwin County Gypsy Moth Suppression Program to monitor, control, and reduce Gypsy Moth outbreaks in Gladwin County, shall the constitutional limitation upon the total amounts of taxes which may be assessed in one (1) year upon all property within the County of Gladwin, Michigan be increased by up to 1.0000 of one (1) mill (\$1.00 per \$1,000.00 of state taxable valuation), for a period of three (3) years, from 2021 through 2023, inclusive (commencing with the December 2021 tax collection)? If approved and levied in full, this millage will raise an estimated additional \$1,048,045.46 in the first calendar year of the levy, based on state taxable valuation, to operate the Gladwin County Gypsy Moth Suppression Program. If approved and levied, a portion of the millage monies raised in their respective jurisdictions may also be captured by the Downtown Development Authority of the Cities of Beaverton and Gladwin, Gladwin County Landbank Authority and Brownfield Authority of Gladwin County pursuant to State law.

### **Option #3      Flat Rate Proposal – based on one (1) Mill**

Shall Gladwin County impose a Thirty-Eight (\$38.00) dollar a year assessment, upon each parcel, for a period of three (3) years, 2021 through 2023 inclusive, commencing with the December 2021 tax collection, to provide funding for the purpose of Gypsy Moth Control within the County of Gladwin, thereby raising and estimated \$1,052,296.00 in the first year the assessment is levied?

### **Option #4      Flat Rate Proposal – based on two (2) Mill**

Shall Gladwin County impose a Seventy-Six (\$76.00) dollar a year assessment, upon each parcel, for a period of three (3) years, 2021 through 2023 inclusive, commencing with the December 2021 tax collection, to provide funding for the purpose of Gypsy Moth Control within the County of Gladwin, thereby raising and estimated \$2,104,592 in the first year the assessment is levied?

**THE FIGURES REPRESENTED BELOW DO NOT INCLUDE ALL EXPENSES WITHIN THIS FUND  
ONLY THE EXPENSES RELEVANT TO THE SPRAY PROGRAM ARE INCLUDED**

Year	Millage Collected	Spray	Coordinator	Clerical	Fringes
2000	\$529,110.98	\$123,603.83	\$22,837.95	\$29,573.81	
2001	\$553,993.03		\$19,973.39	\$5,522.00	
2002			\$23,869.61	\$6,709.50	
2003		\$4,935.00	\$25,699.88	\$12,979.50	
2004		\$3,001.02	\$26,079.48	\$13,223.50	
2005		\$6,267.50	\$27,490.59	\$12,376.50	\$20,831.26
2006		\$16,053.48	\$27,618.47	\$13,051.00	\$22,852.32
2007		\$19,582.32	\$28,501.55	\$15,839.75	\$22,682.53
2008		\$16,188.24	\$29,504.54	\$18,033.43	\$17,527.15
2009		\$42,162.23	\$29,923.12	\$16,760.71	\$20,065.53
2010		\$59,211.12	\$30,686.06	\$19,371.52	\$21,423.46
2011		\$27,622.08	\$30,551.62	\$19,722.18	\$21,549.74
2012		\$56,009.72	\$30,715.75	\$17,846.00	\$23,684.49
2013		\$18,703.44	\$31,266.90	\$19,044.48	\$21,357.15
2014		\$21,587.21	\$31,337.46	\$18,217.62	\$22,699.24
2015			\$3,333.96	\$9,046.00	\$5,230.92
2016				\$9,214.00	
2017				\$6,266.50	
2018		\$9,415.00		\$7,037.50	
2019		\$7,981.00		\$580.00	
2020					
2021					
	\$1,083,104.01	\$432,323.19	\$419,390.33	\$270,415.50	\$219,903.79

\$1,342,032.81

Fund Balance on Hand \$6,212.45

2021/22 Spray Est. \$50.00 - \$60.00/ACRE

Gladwin County Acreage 330,240  
85,732 less state acreage  
 244,508

1 Mill Proposal 1,048,045.46

2 Mill Proposal 2,096,090.92

Parcel Collection 27,692 \$38/\$76



Date: June 30, 2021

To: Blue Cross Blue Shield of MI/Blue Care Network

Group Name: Gladwin County

Policy #: 007000382-0001 & 0005 / 00100378-0002-0004

To Whom It May Concern:

Please accept this request to change the billing contact:

From: Laura Brandon-Maveal

To: Melanie Thume

Thank you for your consideration and help with this matter. If you have any questions or need any further information, please feel free to contact my agent's office at (989)773-6981.

Sincerely,

A handwritten signature in cursive script that reads "Laura Brandon-Maveal, Interim".

Laura Brandon-Maveal  
Gladwin County Administrator



DATE: June 30, 2021

TO: Blue Cross Blue Shield of MI/Blue Care Network

Group Name: Gladwin County

Policy #: 007000382-0005, 0001

To Whom It May Concern:

Effective immediately, please record the **sole** agent of record for our BCBS vision plan as:

Jason Clark, Agent 27829  
General Agency Company  
525 E. Broadway  
Mt. Pleasant, MI 48858  
Phone: (989)773-6891  
Email: jclark@ga-ins.com

We are making this request because the General Agency team is providing all our vision coverage info, open enrollment assistance, and day to day administration. We feel that having dual agents of record is no longer a benefit and we are looking to streamline these services through Mr. Clark and the General Agency team. They provide the consultative services that we require.

Thank you for your assistance on this matter.

Sincerely,

*Laura Brandon-Maveal, Interim*

Laura Brandon-Maveal  
Gladwin County Administrator



DATE: June 30, 2021

TO: Merchant Benefits Administration and General Agency Billing Department

Group Name: Gladwin County

Policy #: 11128

To Whom It May Concern:

Effective immediately, please record the **sole** agent of record for our group retiree health plan(s) as:

General Agency Company  
525 E. Broadway  
Mt. Pleasant, MI 48858  
Phone: (989)773-6891  
Email: jclark@ga-ins.com

We are making this request because the General Agency team is providing all our plan coverage info, open enrollment assistance, and day to day administration. We feel that having dual agents of record is no longer a benefit and we are looking to streamline these services through the General Agency team. They provide the consultative services that we require.

Thank you for your assistance on this matter.

Sincerely,

*Laura Brandon-Maveal, Interim*

Laura Brandon-Maveal  
Gladwin County Administrator



DATE: June 30, 2021

TO: Blue Cross Blue Shield of MI/Blue Care Network

Group Name: Gladwin County

Policy #: 00100378-0002-0004

To Whom It May Concern:

Effective immediately, please record the **sole** agent of record for our group BCN Medicare Advantage plan(s) as:

Jason Clark, Agent 27829  
General Agency Company  
525 E. Broadway  
Mt. Pleasant, MI 48858  
Phone: (989)773-6891  
Email: jclark@ga-ins.com

We are making this request because the General Agency team is providing all our plan coverage info, open enrollment assistance, and day to day administration. We feel that having dual agents of record is no longer a benefit and we are looking to streamline these services through Mr. Clark and the General Agency team. They provide the consultative services that we require.

Thank you for your assistance on this matter.

Sincerely,

*Laura Brandon-Maveal, Interim*

Laura Brandon-Maveal  
Gladwin County Administrator





DATE: June 30, 2021

TO: Delta Dental

Group Name: Gladwin County

Policy #: 0817-0001

To Whom It May Concern:

Effective immediately, please record the **sole** agent of record for our group dental plan(s) as:

Jason Clark, Agent 52344  
General Agency Company  
525 E. Broadway  
Mt. Pleasant, MI 48858  
Phone: (989)773-6891  
Email: jclark@ga-ins.com

We are making this request because the General Agency team is providing all our plan coverage info, open enrollment assistance, and day to day administration. We feel that having dual agents of record is no longer a benefit and we are looking to streamline these services through Mr. Clark and the General Agency team. They provide the consultative services that we require.

Thank you for your assistance on this matter.

Sincerely,

*Laura Brandon-Maveal, Interim*

Laura Brandon-Maveal  
Gladwin County Administrator



DATE: June 30, 2021

TO: Lincoln Financial

Group Name: Gladwin County

Policy #: 000010116339, 10147870, 10147871

To Whom It May Concern:

Effective immediately, please record the **sole** agent of record for our group life and ad and d, short term disability, and long term disability plan(s) as:

General Agency Company 26069  
525 E. Broadway  
Mt. Pleasant, MI 48858  
Phone: (989)773-6891  
Email: jclark@ga-ins.com

We are making this request because the General Agency team is providing all our plan coverage info, open enrollment assistance, and day to day administration. We feel that having dual agents of record is no longer a benefit and we are looking to streamline these services through the General Agency team. They provide the consultative services that we require.

Thank you for your assistance on this matter.

Sincerely,

A handwritten signature in cursive script that reads "Laura Brandon-Maveal, Interim".

Laura Brandon-Maveal  
Gladwin County Administrator

# LETTER OF UNDERSTANDING

BETWEEN:

GELC, Corrections Officers Association and Gladwin County Board of Commissioners

The Gladwin County Board of Commissioners are responding to a requested dated May 14, 2021 in support of a "Crisis in the Correctional Officer Staffing" prepared by Jail Administrator McGourty.

The parties agree that the CBA will not be amended, at this time, but that a temporary arrangement regarding use of PTO is appropriate based on under-staffing at the County Jail.

The parties agree as follows:

1. As of July 5, 2021, (end of pay period) each Bargaining Unit Member has accrued unused PTO, that they are unable to use, as set forth on Schedule #1.
2. A special PTO bank is created by this letter of understanding. The banked PTO shall have the following characteristics:
  - The PTO banked shall be deemed separate and apart from that PTO earned going forward, in the ordinary course of business, carried over, or paid out. (Non-fungible with new PTO.)
  - The PTO banked must be used before any new or additional PTO can be used, a First In, First Out arrangement such that the banked PTO will be exhausted before any new PTO can be used.
  - The PTO banked must be used on or before the termination of the upcoming contract to be negotiated this year (presumably three years, subject to negotiations).
  - The PTO banked cannot be used to supplement the capped PTO earned/carried over permitted under the Collective Bargaining Agreement, nor can it be used in the Final Average Compensation calculation for any retiring employee.
3. This action is in response to the request dated May 14, 2021 and only applies to those affected individuals listed on Schedule #1. This accommodation excludes New Employees hired after the signing of this Letter, and those employees have not yet earned Annual Paid Time Off, are not subject to the conditions set forth in this Letter.
4. This Agreement does not Amend the Collective Bargaining Agreement now in force in any way, cannot be cited as a past practice, and does not waive enforcement of any provision. The parties recognize that negotiations are pending, and recognize that Paid Time Off, as a part of the Collective Bargaining Agreement is a proper subject of bargaining. (No precedential value.)
5. This Letter does not change Section 13.7 – Benefit on Termination. Any employee leaving employment with Gladwin County must fit all criteria listed within Section 13.7 to be eligible for any type of payment for accrued PTO hours.

## Benefits

All benefits will continue as according to the negotiated terms set forth in the contract.

### Compensation

There are no changes to the wages set forth in this contract under this Letter.

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<b>Scott Blackwell</b>	<b>Date</b>
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Karen Moore, Board of Commissioners Chairperson Date

Ronnie Bontumasi GELC Corrections, Chairperson Date

Laura Brandon-Maveal, Interim County Administrator Date

Minda McCartney GELC Corrections, Member Date

Kyle Grove, Personnel Committee Date

Last name	First name	Anniversary date	PTO on the books	Will Earn	C/O allowed by contract	Alternate Leave Bank	Maximum hours allowed for payment at retirement	Annual Hours allowed for payout
Bladecki	Nathaniel	04-13-2020	164	168	80	252	320	84
Bontumasi	Ronnie	01-01-2015	Not Applicable					
DeMoines	Trevor	07-15-2002	80	240	80	240	320	120
Farrow	Dustin	05-19-2021	Not Applicable			0		
Farrow	Jeremy	06-18-2021	Not Applicable			0		
Green	Krista	05-10-2021	Not Applicable			0		
Gruhzit	Carl	01-01-2007	246	240	80	406	320	120
Kraus	Victor	10-22-2002	236.5	240	80	396.5	320	120
Lowery	Christopher	06-23-2021	Not Applicable			0		
McCartney	Minda	10-22-2007	58	240	80	218	320	120
McGourty	Matthew	10-01-2005	182	240	80	342	320	120
Medley	Robert	04-16-2018	212	204	80	336	320	102
Preger	Mackenzie	05-29-2017	Not Applicable	0		0		
Teer	John	11-14-2017	52	204	80	176	320	102
Thomas	Kenneth	07-03-2012	34	234	80	188	320	120
Vorce	Joshua	08-19-2019	0	168	80	88	320	84
Walker	Susan	07-16-1998	Not Applicable					

SCHEDULE #1

# LETTER OF UNDERSTANDING

BETWEEN:

GELC, Corrections Officers Association and Gladwin County Board of Commissioners

The Gladwin County Board of Commissioners are responding to a requested dated May 14, 2021 in support of a "Crisis in the Correctional Officer Staffing" prepared by Jail Administrator McGourty.

The parties agree that the CBA will not be amended, at this time, but that a temporary arrangement regarding use of PTO is appropriate based on under-staffing at the County Jail.

The parties agree as follows:

1. As of July 5, 2021, (end of pay period) each Bargaining Unit Member has accrued unused PTO, that they are unable to use, as set forth on Schedule #1.
2. A special PTO bank is created by this letter of understanding. The banked PTO shall have the following characteristics:
  - The PTO banked shall be deemed separate and apart from that PTO earned going forward, in the ordinary course of business, carried over, or paid out. (Non-fungible with new PTO.)
  - The PTO banked must be used before any new or additional PTO can be used, a First In, First Out arrangement such that the banked PTO will be exhausted before any new PTO can be used.
  - The PTO banked must be used on or before the termination of the upcoming contract to be negotiated this year (presumably three years, subject to negotiations).
  - The PTO banked cannot be used to supplement the capped PTO earned/carried over permitted under the Collective Bargaining Agreement, nor can it be used in the Final Average Compensation calculation for any retiring employee.
3. This action is in response to the request dated May 14, 2021 and only applies to those affected individuals listed on Schedule #1. This accommodation excludes New Employees hired after the signing of this Letter, and those employees have not yet earned Annual Paid Time Off, are not subject to the conditions set forth in this Letter.
4. This Agreement does not Amend the Collective Bargaining Agreement now in force in any way, cannot be cited as a past practice, and does not waive enforcement of any provision. The parties recognize that negotiations are pending, and recognize that Paid Time Off, as a part of the Collective Bargaining Agreement is a proper subject of bargaining. (No precedential value.)
5. This Letter does not change Section 13.7 – Benefit on Termination. Any employee leaving employment with Gladwin County must fit all criteria listed within Section 13.7 to be eligible for any type of payment for accrued PTO hours.

## Benefits

All benefits will continue as according to the negotiated terms set forth in the contract.

## Compensation

There are no changes to the wages set forth in this contract under this Letter.

\_\_\_\_\_  
Hal Telling Date

\_\_\_\_\_  
Karen Moore, Board of Commissioners Chairperson Date

\_\_\_\_\_  
\_\_\_\_\_  
GELC Corrections, Chairperson Date

\_\_\_\_\_  
Laura Brandon-Maveal, Interim County Administrator Date

\_\_\_\_\_  
\_\_\_\_\_  
GELC Corrections, Member Date

\_\_\_\_\_  
Kyle Grove, Personnel Committee Date

**AUTHORIZATION FOR SERVICES UNDER AGREEMENT FOR  
PROFESSIONAL PLANNING AND ZONING ADVISORY SERVICES**

To:

**Gladwin County Construction Codes Department**  
Attn. Justin Schneider  
555 West Cedar Ave., Suite C  
Gladwin, MI 48624

VIA EMAIL

Project Name:  
**Zoning Ordinance Update – Options**  
Planning Consultant:  
**Building Place - Rodney C. Nanney, AICP**

**Description of Services:** Research and prepare the following ordinance amendments (see "Options" below). We anticipate that the project will include the following steps:

1. Telephone and email consultations with County staff.
2. Research and preparation of:
  - One (1) Initial Draft ordinance amendment document with all proposed changes for County staff and Planning Commission review;
  - One (1) Revised Draft ordinance amendment document for County Attorney review and a Planning Commission public hearing; and
  - One (1) Final Draft ordinance amendment document as recommended by the Planning Commission for County Commission consideration and adoption.
3. Tracking of changes to the amendment text identified by the Planning Commission and County officials.
4. Assistance with preparation of required hearing and adoption notices, and coordination with the County Attorney for legal review of the draft amendments.
5. After County Commission approval, preparation and delivery via email or on computer disk of a complete digital copy of the adopted ordinance amendments in the Microsoft Word and Adobe (.PDF) formats.

- ☐ **Option A – High Priority Amendments Only:** We will research and prepare a set of proposed Zoning Ordinance amendments to address the "High Priority" ordinance updates listed in our Zoning Ordinance Evaluation dated 7/30/2019 and attached to this authorization. This proposed set of amendments is intended only to address certain immediate needs and deficiencies in the existing Ordinance.

**TOTAL FEE FOR "OPTION A" SERVICES NOT TO EXCEED: \$8,450.00**

**Fee also includes attendance at up to three (3) meetings with the Planning Commission or County staff.**

- ☐ **Option B – All Recommended Amendments:** We will research and prepare a comprehensive update of the Zoning Ordinance to address the complete set of all recommended ordinance updates listed in our Zoning Ordinance Evaluation dated 7/30/2019 and attached to this authorization.

**TOTAL FEE FOR "OPTION B" SERVICES NOT TO EXCEED: \$17,850.00**

**Fee also includes attendance at up to five (5) meetings with the Planning Commission or County staff.**

Additional meetings, revisions, and other professional services beyond those specified above will be invoiced at our regular hourly rate of \$85.00 per hour. Paper copies and digital on CD-R or flash drive will be invoiced at the consultant's documented cost.

**AUTHORIZED BY:**

**GLADWIN COUNTY, MICHIGAN**

☐ Option A                      ☐ Option B

Signature

Date

Name and Title

**PLANNING CONSULTANT**

  
Rodney C. Nanney, AICP

If you find the proposed scope and description of services acceptable, please sign and return one (1) executed copy for our files. We are ready to begin work immediately upon authorization. Thank you.

**Return to: Building Place Consultants, Attn. Rodney C. Nanney, AICP, 301 West Nelson Street,  
Midland, MI 48640**



# BUILDING PLACE

RODNEY C. NANNEY, AICP  
301 WEST NELSON STREET  
MIDLAND, MI 48640

## ZONING ORDINANCE EVALUATION GLADWIN COUNTY, MICHIGAN

**To:** Planning Commission, Gladwin County  
**From:** Rodney C. Nanney, AICP  
**Date:** July 30, 2019, as revised per the Planning Commission's direction

### INTRODUCTION

The following report is based on a detailed technical review of the Gladwin County Zoning Ordinance. The goal of this report is to assist the Planning Commission by identifying technical, organizational, development, and other issues that should be addressed in the document. The format of this report is subject-based, moving generally from broader concerns to more specific items. We recommend that Zoning Ordinance revisions be reviewed by the County Attorney, prior to any final action by the Board of Commissioners.

### HIGH PRIORITY ORDINANCE UPDATES

#### SITE PLAN REVIEW

Site plan review is an important tool for the Planning Commission to help ensure that Zoning Ordinance requirements will be met as new development or re-development activity takes place. To maximize the effectiveness of this enforcement tool, we recommend that the following updates to Chapter 8 be considered:

1. **No public hearing.** The public hearing provision in Section 8.1.b.(5) for site plan review is not consistent with state law. Site plan approval is an administrative action, which should not be subject to a public hearing unless other provisions of the Zoning Ordinance (such as planned unit development or special use approval) require one.
2. **Information table.** We would recommend that Section 8.1.b.(3) (Site Plan Requirements) be expanded and incorporated into a table format for ease of use.
3. **Flowchart.** We recommend that a flowchart be added to Section 8.1.b.(4) to illustrate the steps required for site plan review and approval.
4. **Additional site plan options for smaller projects.** Consider adding a "minor site plan" approval process that would apply to smaller projects, such as commercial building additions, and consider adding an "administrative site plan" approval option for incidental alterations to an approved plan and other projects of limited impact for sites or land uses subject to site plan approval.
5. **Preliminary/final site plan review.** To maximize the Planning Commission's potential influence on the proposed site design, and lower the developer's costs in the early stages of plan review, we recommend that the site plan approval process be divided into "preliminary site plan" and "final site plan" stages, as follows:

- The “preliminary site plan” would have basic information and enough engineering or site development details to confirm that the project can be built as proposed.
- Following preliminary site plan approval, the applicant would secure any outside agency permits and approvals (county Road Commission, state regulatory agencies, etc.), and finalize engineering details related to grading, drainage, etc.
- The “final site plan” would then be submitted to the Planning Commission for review and approval prior to the start of construction on the site.

### **SPECIAL USE PERMITS**

Consider the following revisions to Chapter 7 (Special Use Permits):

1. **Delete rezoning references.** Consideration of a rezoning of land and a special use permit for a specific land use in that proposed zoning district during the same meeting is not consistent with sound planning and zoning practices. A rezoning action must include consideration of all allowable land uses in the existing and proposed zoning districts, as well as the policy recommendations of the Master Plan and characteristics and limitations of the site and surrounding area. Including both actions together can artificially limit the scope of review to the proposed special use, and may unintentionally limit the ability of neighbors and others to provide public input on the proposals. No action on a special use permit application should take place until after the effective date of an adopted rezoning action by the Board of Commissioners.
2. **Order of review.** We recommend that Section 7.2.c. (Planning Commission Review and Hearing) be revised to clarify that the hearing and Planning Commission action on the special use permit should take place before any action on the associated site plan. Both elements can be reviewed together at the same meeting, but the special use permit motion should precede any site plan motion.
3. **Flowchart.** We recommend that a flowchart be added to illustrate the steps required for special use permit review and approval.

### **FARM-BASED BIOFUEL PRODUCTION FACILITIES.**

Per Section 3513 of the Michigan Zoning Enabling Act, farm-based production of certain biofuels (primarily ethanol) must be added to the Zoning Ordinance as a permitted use in the R-F District, subject to the specific requirements listed in the state act.

### **WIRELESS COMMUNICATION FACILITIES**

Consider the following revisions to Section 7.24 (Wireless Communication Facilities):

1. **Changes in state law.** Recent amendments to the Michigan Zoning Enabling Act (P.A. 110 of 2006, as amended) must be incorporated into this section. The changes expand the types of changes to existing towers that must be approved administratively, set new time limits and specific fee restrictions on various types of tower applications, and allow for certain types of “micro cell site” and “small cell site” installations within road rights-of-way with restrictions on the scope of county review.
2. **Amateur radio, wireless Internet, TV reception, and other private towers.** Consider establishing a separate set of standards for these types of private tower installations, and consider allowing these types of towers up to a more limited height without special use approval.

3. **Wireless communication facilities in the D-1 District.** There is a conflict in the ordinance, as Section 7.24.b. (District Regulations) states that a “wireless service facility” (an undefined term) is allowed in “all districts” and certain types of towers are allowed “in residentially zoned areas.” However, Section 3.5 (District Regulation Tables) does not list wireless communication facilities as an allowable use in the D-1 District, other than the reference to “public service installations.”
4. **Consolidate all standards into a new chapter.** Consolidate all wireless communication facility requirements in the ordinance (including where these facilities are allowed and whether special use approval is required) into a new chapter entitled “Wireless Communication Facilities.” This change should include adding a table to the new chapter listing all of the various types of wireless communication facilities (including collocation of new antennae on existing towers, and changes to existing towers and ground equipment enclosure areas) and the associated approval requirements (special use permit, site plan approval, administrative permit approval).
5. **Tower height.** Either eliminate the maximum height limitation or add a provision allowing for the Planning Commission to grant approval of towers that are 200 feet or more feet in height subject to specific conditions.

#### **PLANNED UNIT DEVELOPMENT OPTION**

The Planned Unit Development (PUD) option can be an effective tool to manage growth and minimize adverse impacts from new development. However, the existing provisions of Section 7.18 do not take full advantage of the strengths of this development option. We would recommend that this section be comprehensively updated to provide the County with a state-of-the-art option to use for future development projects. We also recommend that the updated PUC option be based on a requirement to rezone the site to a new PUD zoning district, rather than the special use process followed by the current Section 7.18 (Planned Unit Development).

#### **MEDICAL MARIJUANA.**

Consider the following revisions to the medical marijuana facility standards:

1. Revise the buffer zone requirements of Section 7.25A.6. for medical marijuana facilities to allow the Planning Commission to waive the minimum required buffer from a vacant parcel owned by an “educational institution or school, college or university,” upon written confirmation from the owners that they have no plans to develop the property for educational purposes within the next five years.
2. Correct the title of Section 7.25 to “Medical Marijuana Facility Standards.”
3. Eliminate the minimum separation distance buffer requirement as applied to secure transporters and safety compliance facilities. Required setbacks and screening will continue to apply to these uses.
4. Revise the buffer requirements as applied to medical marijuana growers and processors to delete the reference to the R-F District.

#### **OTHER UPDATES**

The following additional revisions should be addressed in the near term:

1. **Corner lots.** Revise the ordinance to clarify how required yards and setbacks are

determined for corner lots. These changes could include establishing the required front yard based on the address, and allowing a reduced setback for the "non-address" front yard on certain smaller lots. Revisions should also include clarification of setbacks that apply to accessory structures, especially on smaller corner lots.

2. **Reduced side yard setbacks for small lots.** To minimize the need for variances, revise table 7 (Dimensions) and the associated notes to provide for a reduction in the required side yard setback for small existing lots in the D-1 District.
3. **Single-family residential standards.** Add core living area standards to Section 4.2 (Dwelling Regulations) to clarify that the minimum width and floor area requirements must be satisfied by the core structure prior to any additions, and that two (2) non-compliant residential structures cannot be connected to satisfy these requirements.
4. **Setbacks from private road easements.** Clarify in the ordinance how required yard setbacks are measured from a private road easement, or from a private road for which there is no defined easement or the road is not located within the defined right-of-way.
5. **Zoning permits.** Clarify the conditions under which the Zoning Administrator may require submittal of a certified survey drawing as part of a zoning permit application.
6. **Enforcement.** Revise Section 9.3 (Enforcement) to list all of the enforcement options and penalties available to the County.
7. **Section 7.3 (Agricultural Operations).** Update consistent with state law and established case law related to these facilities.
8. **Campgrounds.** Update Section 77.19 (Recreational Vehicle Park/Campground) to expand options for "rustic" or "dry" camping without utility hookups in certain locations.
9. **Permitted yard encroachments.** Clarify this section to be more specific regarding allowable encroachments into the required yard setbacks.
10. **Fences.** Update and clarify the fence requirements to eliminate inconsistencies.
11. **Indoor/outdoor shooting ranges.** Update the Ordinance consistent with state law.
12. **Accessory dwelling.** Expand provisions for an accessory dwelling as an allowable use.
13. **Hunting blind/cabin.** Update provisions for single-family dwellings and add a provision to allow construction of a smaller hunting blind/cabin structure as a temporary living quarters subject to specific standards.
14. **Mining/Extraction operations.** At a minimum, the following mining/extraction updates are included as high priority amendments: Section 7.16 (Mining) will need to be updated to conform to the "Determination of No Very Serious Consequences" provisions found in Section 3205 of the Michigan Zoning Enabling Act, as amended. Per the Planning Commission's direction, the minimum land area required for new operations and minimum required perimeter setbacks should also be expanded.

Additional regulatory changes are recommended for County consideration under the "Second Priority" section of this report.

## SECOND PRIORITY ORDINANCE UPDATES

### SIGNS

Unrestricted signage does not benefit individual businesses or property owners, or the County as a whole. Sign provisions should be limited to "time, place, and manner" restrictions on the location, size, height, and number of permitted signs on a zoning lot. Regulations based upon the content of the sign's message are inappropriate, and may call into question the enforceability of the entire sign ordinance. Chapter 6 (Signs) should be updated to:

1. To eliminate content-based regulations, delete all references to "political campaign signs" and "real estate signs" from the ordinance. These and other types of temporary signs should be regulated under a consolidated set of standards for all "temporary signs."
2. Consider updating Section 6.12 (Billboards) to further restrict or prohibit new billboard signs in various zoning districts or geographic areas.
3. Update Section 6.7 (Illumination) to add specific illumination standards to better minimize glare issues associated with internal/external sign illumination and electronic message boards.
4. Update Section 20.11 (Nonconforming Signs) to allow for re-use of existing nonconforming signs under specific conditions.
5. Consider adding provisions for modification of the monument/freestanding and electronic message board sign standards based on specific circumstances, such as speed limit, road right-of-way width, multiple businesses on a lot, large parcels or road frontages, etc.
6. Consider reducing the minimum required setbacks from the road right-of-way for monument/freestanding and electronic message board signs to improve visibility and allow for reduced sign area.
7. Consider adding a "sign exception" process, as an alternative to variances.
8. Add illustrations for various types of signs, and group standards into easy-to-read tables where possible.

### PUBLIC, RELIGIOUS, AND ASSEMBLY LAND USES

The Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) prohibits unequal treatment of religious uses (churches, synagogues, temples, etc.) and similar non-religious assembly uses (theaters, auditoriums, civic clubs, fraternal organizations, union halls, etc.). To conform with the intent of RLUIPA, we recommend that the following changes be considered:

1. **Reduce or eliminate special use permit approval.** Consider combining religious uses and similar non-religious assembly uses into a single new use category. We would further recommend that these land uses be moved from the "uses by special permit" category to the "uses by right" category in most if not all of the zoning districts where they are allowed. Because of this, we would recommend removing "Religious and Educational Institutions" from the D-1 (Dwelling) District, and creating new zoning district for these activities.
2. **Consider a new zoning district.** Consider adding a new PSP (Public/Semi-Public Services) District to provide appropriate locations where schools, parks, publicly owned lands, transportation facilities, public and private recreation uses, golf courses,

government offices, and religious land uses and similar non-religious assembly uses can be located without the need for special use permit approval.

#### **PRIVATE OFF-ROAD COURSES AND RACETRACKS.**

We recommend that the Township consider adding specific standards that would apply to various types of private off-road courses and racetracks. Private off-road courses could be considered as a permitted principal use in the R-F District, subject to strict limitations on the intensity of activity (such as limitation of use to occupants of the property and one additional guest per occupant), plus minimum lot area, setback, and screening requirements. "Racetracks" could be considered as a more intensive off-road course activity allowed only by special use permit in the B-2 or I-1 Districts. The intent of these regulations is to allow some off-road activity at appropriate locations in the Township, while mitigating the adverse impacts on neighboring residences as much as possible.

#### **SEXUALLY ORIENTED BUSINESSES AND ADULT MEDIA STORES.**

There are a large number of detailed definitions for various types of "adult" and "sexually oriented" establishments and activities. However, there is no provision in the ordinance for any of the defined activities to be an allowable land use in a zoning district. Consistent with established case law, we would recommend that this land use be listed as one of the "uses by right" or "uses by special permit" in a zoning district, subject to the standards of Section 7.22 (Sexually Oriented Businesses and Adult Media Stores). This section should be reviewed by the County Attorney to determine whether additional revisions are needed to be consistent with established case law.

To limit the geographic area of the County where this land use may be located, consider allowing them only in the I-1 (Industrial) District; or consider the creation of a second commercial zoning district in part for this land use, and rezone land for the new district in locations where the separation requirements of Section 7.22 can be satisfied.

#### **MINING/EXTRACTION OPERATIONS.**

Based on recent changes to state law and Michigan case law related to local regulation of these operations, we recommend that the County consider moving the regulation of mining and extraction activities out of the Zoning Ordinance and into a separate "Extraction Ordinance" that would include a separate "Extraction Permit" approval process and a comprehensive set of regulations related to pollution prevention, dust and noise control, establishment of haul routes, and mitigation of other impacts on neighbors consistent with state law.

This new and separate regulatory ordinance would need to be developed in consultation with the County Attorney, and is outside of the scope of this Zoning Ordinance project.

## LONG-TERM ORDINANCE UPDATES

### NEW AND UPDATED USE STANDARDS

We recommend that the use standards of the ordinance (Sections 7.3 – 7.26) be reviewed and updated as necessary to be consistent with current conditions and sound planning and zoning practices. These changes should include:

1. Relocate the “home occupation” regulations out of Section 2 (Definitions), and update to include a specific list of allowable and prohibited activities.
2. Add use standards for non-farm keeping of bees, poultry, and farm animals, drive-through facilities, auto repair facilities, gas stations, and outdoor sales/display areas.
3. Consider separating out the standards for various land uses in Sections 7.3 – 7.26 into a new chapter entitled “Use Standards,” with references in each zoning district that allows the specific use.

### ILLUSTRATIONS, FLOWCHARTS, AND TABLES

To maximize readability of the Zoning Ordinance, we recommend that key items of information and approval procedures be organized into tables and flowcharts wherever possible. We recommend that new illustrations also be added to clarify defined terms and regulatory concepts.

### LAND USE TABLE

We recommend that the Planning Commission consider consolidating the lists of allowable uses by zoning district into a single land use table. In the example table excerpt below, districts are arranged across the top of the table, with allowable uses down the left-hand column.

The consolidated land use table format can be used to quickly answer the two most common zoning-related questions: “Where is a (specific land use) allowed?” and “What can I do with my property?” In addition, any conditions or standards for a particular use can be easily found through the “Use Standards” column.

USES	DISTRICTS														USE STANDARDS
	Rural		Residential						Business			Other			
	AG	RE	R-1	R-2	R-3	RT	RD	RMH	C-1	C-2	C-3	LI	PR		
RURAL USES															
Agricultural Service Establishments	S									P	P				Section 7.03
Bulk Feed and Fertilizer Supply Outlet	S									P	P				Section 7.03
Conservation Area or Open Space, or Preserve	P	P													
Farms for Production of Food, Feed or Fiber	P	P													
Farm-Based Tourism or Entertainment Activities	S														Section 7.02
Farm Implement Sales or Repair Activities	S									S	P	P			Section 7.03
Farm Market	S								P	P	P		P		Section 7.03
Farm Products Direct Marketing Business	P	P													Section 7.04
Garden for Private Production of Flowers, Herbs, Vegetables, etc.	A	A	A	A	A	A	A	A						A	
Greenhouse	P	P	A	A	A					A					Section 7.05
Kennel	S														Section 7.07
Landscape Businesses and Seasonal Maintenance Operations	S									S		S			Section 7.08
Non-Farm Raising/Keeping of Animals, Livestock, Poultry or Bees	P	P	P												Section 7.06
Nursery or Tree Farm	P									A					Section 7.09
Pick-Your-Own Agricultural Products Operation	P														Section 7.04
Roadside Stand	P	P	P												Section 7.10
Stables and Related Equestrian Facilities	P	P													Section 7.11
Sod Farm	P														
Veterinary Clinic or Animal Hospital	P									S	P				Section 7.12
RESIDENTIAL USES															
Accessory Dwelling Unit, One (1) Per Lot	P	P	P	S	S				S	S					Section 8.02
Accessory Dwelling Units, Two (2) or More Per Lot	S	S	S						S	S					Section 8.02

### **NONCONFORMITIES**

Consider the following revisions to Section 4.6 (Nonconformities):

1. Disputes over whether a particular use is actually nonconforming (rather than unlawfully established), or whether a nonconforming use has been abandoned often result in difficult and expensive litigation. To guide nonconforming use determinations, we recommend that a new "nonconforming use determination" process be inserted into this section, with specific criteria and minimum information standards.
2. Consider adding provisions for "nonconforming sites" to allow Planning Commission review and approval of site plans for improvements to older development sites that cannot be fully brought into conformance with current standards, subject to specific guidelines designed to address deficiencies in public safety and other selected elements.
3. To eliminate unnecessary roadblocks for homeowners to be able to secure a mortgage or homeowners insurance coverage for a nonconforming single-family dwelling, we recommend that separate provisions be added to allow alteration and reconstruction of nonconforming single-family dwellings (including both dwellings that encroach into setback requirements and dwellings located in the B-2 or I-1 zoning districts) beyond the limits imposed by Sections 4.6.f. (Reconstruction and Restoration) and 4.6.g. (Repair).
4. Consider relocating the expanded "nonconforming" provisions into a new chapter.

### **AMENDMENTS**

Consider expanding Section 9.4 (Amendments) to add specific guidelines for review of rezoning petitions, such as consistency with the Master Plan, evaluation of the existing zoning classification, evaluation of all potential land uses permitted by the proposed zoning district, and documentation of the need for and timing of the proposed change.

### **REVIEW FEES AND ESCROW DEPOSITS.**

Consider adding a new "Fees and Performance Guarantees" section to Chapter 9 (Administration and Enforcement), which should include:

1. A specific statement that non-refundable fees are required for various types of zoning approval applications, and that the Fee Schedule is established and amended by resolution of the Board of Commissioners.
2. The option of requiring a refundable escrow deposit for site plan, special use, PUD, rezoning, and variance applications to cover Township costs associated with professional reviews (planning consultant, engineering consultant, County Attorney, etc.).
3. Requirements for performance guarantees to ensure that all required site improvements associated with an approved site plan or conditions associated with a PUD or special use permit approval are completed in accordance with approved plans.

### **RESIDENTIAL AND FARMING (R-F) DISTRICT**

Consider expanding the "entrepreneurial" or "value-added" agricultural activities allowed in the R-F District accessory to a principal farm use, which would allow farmers to diversify their sources of income while maintaining the rural character of this district. Examples include winter recreation uses, farm markets, corn mazes, and similar special events. These additional "farm-based tourism and entertainment activities" should be subject to special use permit approval.



### OTHER UPDATES

The following additional revisions should be addressed in the near term:

1. **Definitions.** There are a number of terms used in the ordinance that are not defined in Section 2 (Definitions), or the term used in the ordinance does not match the equivalent defined term. Section 2 should be updated as needed to eliminate terms not actually used in the ordinance, update some definitions consistent with current planning and zoning practices, and add new definitions where appropriate.
2. **Child care organizations.** Eliminate the inconsistencies between the "child care organization" terms as defined in Section 2 (Definitions) and the corresponding provisions of the ordinance. This would include adding the defined terms as allowable land uses in one or more zoning districts, consistent with state law. We would also recommend that the specific standards listed in Section 3206 of the Michigan Zoning Enabling Act be incorporated into the ordinance.
3. **Exterior lighting.** We recommend that a comprehensive set of exterior lighting regulations be added as a new section of the ordinance, which should include specific provisions regarding maximum light intensity and full shielding for all non-residential exterior lighting.
4. **Condominium regulations.** Add a comprehensive set of condominium development standards to the ordinance consistent with applicable state laws.
5. **Landscaping and screening standards.** Consolidate landscaping and screening provisions and update as needed consistent with current zoning and land development practices.
6. **Off-street parking standards.** Update the parking standards by use to ensure that all allowable land uses have a corresponding parking standard, and revise the minimum parking standards consistent with current planning and zoning practices.
7. **Wind and solar.** We would recommend that the provisions for "alternative energy farms" be separated into two new sections governing solar and wind power generating facilities. In addition, we would recommend that the current wind power provisions be reviewed, with consideration of further limiting the scope of allowable wind energy systems and potentially prohibiting utility-scale commercial wind energy production in the County.
8. **Residences in the B-2 and I-1 districts.** Because of the large amount of vacant land currently zoned B-2 and I-1 along the state highway corridors, consider adding a provision to allow development of land in these districts for residential purposes, subject to specific conditions. These conditions could include a requirement that the parcel be adjacent to an existing residence, and/or to prohibit residential development on a vacant lot that is adjacent to or within a specified distance from an existing commercial or industrial facility. However, the alternative of amending the Master Plan and Official Zoning Map to reduce the extent of the B-2 and/or I-1 zoning should also be considered, as this would be the more effective option from a long-term perspective.

We also recommend that provisions be added to allow for development and use of a dwelling unit as part of a commercial or industrial development where determined necessary for on-site security or management purposes, subject to site plan approval.

06/30/2021 REVENUE AND EXPENDITURE REPORT FOR GLADWIN COUNTY  
PERIOD ENDING 06/30/2021

GL NUMBER	DESCRIPTION	2021		2021	YTD BALANCE		AVAILABLE
		ORIGINAL	BUDGET		06/30/2021	BALANCE	
			AMENDED BUDGET		NORM (ABNORM)	NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Revenues							
Dept 000							
101-000-403.000	PILOT TAX	5,300.00	5,300.00		5,648.50	(348.50)	349.00
101-000-409.000	PERSONAL TAX	250.00	355.00		1,554.70	(1,199.70)	1,200.00
101-000-505.000	FEDERAL GRANT REVENUE	0.00	0.00		16,700.00	(16,700.00)	16,700.00
101-000-524.371	HOUGHTON LAKE BUILDING AUTHORITY	0.00	0.00		3,034.80	(3,034.80)	3,035.00
101-000-525.000	PROSECUTOR - COST OF PROSECUTION	2,000.00	2,000.00		2,108.00	(108.00)	108.00
101-000-620.003	TREASURERS - ADMIN FEE SUM SET TAX	0.00	0.00		5.91	(5.91)	6.00
101-000-641.001	ROOM & BOARD / WORK RELEASE	3,000.00	3,000.00		4,189.28	(1,189.28)	1,190.00
101-000-643.000	CIGARETTE SALES - SHERIFF DEPT	28,250.00	28,250.00		29,620.95	(1,370.95)	1,371.00
101-000-699-206	TRANSFER IN - ANIMAL SHELTER						2,221.00
101-000-699.297	TRANSFER IN - VETERAN'S SERVICE FUND	0.00	0.00		2,168.77	(2,168.77)	2,169.00
101-000-699.682	TRANSFER IN - MIDLAND COMM FOUNDATION	0.00	0.00		482.40	(482.40)	483.00
Total Dept 000		10,240,813.00	10,241,030.00		3,392,290.53	6,848,739.47	28,832.00
TOTAL REVENUES							
		10,240,813.00	10,241,030.00		3,392,290.53	6,848,739.47	
Expenditures							
Dept 101 - COMMISSIONERS							
101-101-706.000	ACCOUNTING CLERK	33,888.00	33,888.00		8,710.46	25,177.54	(10,000.00)
101-101-727.000	SUPPLIES & PRINTING	450.00	464.00		538.31	(74.31)	75.00
101-101-727.001	PUBLICATIONS	860.00	860.00		944.84	(84.84)	85.00
101-101-759.000	MISCELLANEOUS	1,200.00	7,157.00		8,045.00	(888.00)	888.00
101-101-801.000	MEMBERSHIPS	14,000.00	14,729.00		15,188.62	(459.62)	460.00

Dept 131 - CIRCUIT COURT					
101-131-705.000	RESEARCH ATTORNEY	45,936.00	42,436.00	1,060.08	41,375.92 (10,260.00)
101-131-815.000	WITNESS FEES	200.00	200.00	(9.80)	209.80 10.00
101-131-817.000	COURT APPOINTED ATTORNEYS	3,000.00	3,000.00	3,246.50	(246.50) 250.00
Dept 136 - DISTRICT COURT					
101-136-705.000	COURT REPORTER SALARY & FRINGE	0.00	3,702.00	7,867.15	(4,165.15) 4,166.00
Dept 148 - FAMILY/PROBATE COURT					
101-148-706.004	CLERK - PARTTIME	17,669.00	(30.00)	693.00	(723.00) 10,500.00
Dept 191 - ELECTIONS					
101-191-727.000	ELECTION SUPPLIES	6,000.00	6,000.00	172.19	5,827.81
101-191-727.001	SPECIAL ELECTION REIMBURSE	0.00	0.00	3,532.56	(3,532.56) 3,533.00
Dept 215 - COUNTY CLERK					
101-215-704.000	WAGES OF DEPUTY CLERK	40,112.00	40,112.00	0.00	40,112.00 (644.00)
101-215-706.004	OVERTIME	0.00	427.00	670.62	(243.62) 244.00
101-215-860.000	TRAVEL & TRAINING	250.00	1,207.00	1,606.53	(399.53) 400.00
Dept 225 - EQUALIZATION					
101-225-706.000	PART TIME CLERK	20,333.00	20,333.00	8,199.54	12,133.46 (2,000.00)
101-225-727.002	REIMBURSED SUPPLIES	0.00	300.00	5,507.42	(5,207.42) 5,208.00
Dept 229 - PROSECUTOR					
101-229-801.000	MEMBERSHIPS AND SUBSCRIPTIONS	4,000.00	4,000.00	4,562.00	(562.00) 562.00
101-229-831.001	LEGAL/INVESTIGATIONS	500.00	500.00	615.55	(115.55) 116.00
101-229-835.003	VICTIM RIGHTS SERVICES	4,000.00	4,000.00	925.79	3,074.21 (678.00)
Dept 253 - TREASURER					
101-253-727.000	SUPPLIES AND PRINTING	0.00	0.00	45.99	(45.99) 46.00
101-253-801.000	MEMBERSHIPS	275.00	275.00	385.00	(110.00) 110.00
101-253-831.000	DOG CENSUS - CONTRACTUAL	1,500.00	1,500.00	0.00	1,500.00 (146.00)

Dept 258 - COMPUTERS					
101-258-815.005	HARDWARE	1,500.00	7,063.00	8,526.90	(1,463.90) 1,464.00
101-258-815.006	SOFTWARE SUPPORT	35,000.00	38,206.00	47,024.00	(8,818.00) 8,818.00
Dept 301 - SHERIFF DEPARTMENT					
101-301-705.000	WAGES OF DEPUTIES	370,249.00	370,249.00	177,267.13	192,981.87 (4,500.00)
Dept 331 - MARINE LAW ENFORCEMENT					
101-331-727.000	CSS & M MISCELLANEOUS	0.00	0.00	41.50	(41.50) 42.00
101-331-758.000	UNIFORMS AND ACCESSORIES	300.00	300.00	0.00	300.00 (42.00)
Dept 333 - COURTHOUSE SECURITY					
101-333-702.000	COURTHOUSE SECURITY - WAGES	0.00	0.00	202.44	(202.44) 203.00
101-333-720.000	FRINGE	0.00	0.00	15.49	(15.49) 16.00
Dept 351 - CORRECTIONS/JAIL					
101-351-704.000	OVERTIME	60,000.00	60,000.00	72,700.86	(12,700.86) 12,701.00
101-351-706.004	PARTTIME CORRECTION OFFICERS	60,000.00	60,000.00	10,987.92	49,012.08 (40,000.00)
101-351-708.000	JAIL NURSING	108,160.00	108,160.00	49,434.25	58,725.75 (4,000.00)
101-351-727.002	CIGARETTE PURCHASE	7,000.00	7,000.00	11,714.80	(4,714.80) 4,715.00
101-351-727.003	PHONE CARD PURCHASE	16,000.00	16,000.00	16,608.74	(608.74) 609.00
101-351-815.000	JAIL/CORRECTIONS COMPUTER GRANT	3,000.00	3,000.00	0.00	3,000.00 (3,000.00)
101-351-850.000	TELEPHONE	360.00	360.00	1,212.20	(852.20) 853.00
101-351-930.001	EQUIPMENT MAINTENANCE	15,000.00	15,000.00	24,747.13	(9,747.13) 9,748.00
Dept 371 - CONSTRUCTION CODES					
101-371-704.000	BUILDING INSPECTOR	0.00	0.00	910.44	(910.44) 911.00
Dept 400 - PLANNING COMMISSION					
101-400-702.000	PER DIEMS	0.00	300.00	660.00	(360.00) 360.00
101-400-720.000	PLANNING FRINGE	0.00	23.00	50.50	(27.50) 28.00
101-400-860.000	TRAVEL	0.00	93.00	200.34	(107.34) 108.00
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Dept 426 - EMERGENCY MANAGEMENT					
101-426-704.000	DISASTER WAGES	500.00	500.00	1,772.00	(1,272.00)
101-426-720.000	EMG MANG FRINGE	8,789.00	8,789.00	2,649.55	6,139.45
					(1,272.00)
Dept 430 - ANIMAL CONTROL					
101-430-727.000	SUPPLIES	3,500.00	3,500.00	5,520.53	(2,020.53)
101-430-930.000	BUILDING MAINTENANCE	1,500.00	1,500.00	1,699.52	(199.52)
					200.00
Dept 851 - INSURANCE/BONDS					
101-851-720.000	INSURANCE	200,294.00	200,294.00	228,152.31	(27,858.31)
					4,498.00
Dept 891 - CONTINGENT					
101-891-969.000	CONTINGENT	0.00	12,813.00	0.00	12,813.00
Dept 900 - CAPITAL OUTLAY					
101-900-970.001	CAPITAL IMPROVEMENTS	100,000.00	100,000.00	200,000.00	(100,000.00)
101-900-970.101	COMMISSIONERS CAPITAL OUTLAY	12,000.00	12,000.00	3,494.64	8,505.36
101-900-970.265	BUILDING & GROUNDS CAPITAL OUTLAY	60,000.00	60,000.00	0.00	60,000.00
					(48,533.00)
					28,832.00

View GL Number: 101-861-720.000

EMPLOYEE RETIREMENT

Fund: 101 GENERAL FUND

Department: 861 RETIREMENT

Category/Type: Expenditures - Expenditure

1. Grid View 2. Chart View

Period	DR Activity	
2020 Beginning	\$0.00	
01/31/2020	\$0.00	
02/29/2020	\$0.00	
03/31/2020	\$0.00	
04/30/2020	\$0.00	
05/31/2020	\$0.00	
06/30/2020	\$0.00	
07/31/2020	\$0.00	
08/31/2020	\$0.00	
09/30/2020	\$0.00	

Budget Information

	2020	2021	2022	2022 Budget
Original Budget:	\$30,000.00	\$30,000.00	\$0.00	2021 PROJE
Amendments:	\$0.00	\$0.00	\$0.00	Dept. Reqr.
Amended Budget:	\$30,000.00	\$30,000.00	\$0.00	Mgr. Appr.
Encumbrance:	\$0.00	\$0.00	\$0.00	Board Appr.
Budget Footnotes:	0 Notes	0 Notes	0 Notes	

## **Laura Brandon-Maveal**

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**From:** Veterans Director  
**Sent:** Thursday, July 1, 2021 9:32 AM  
**To:** Laura Brandon-Maveal  
**Subject:** Next COW

I am requesting to be placed on the next COW agenda to seek permission to attend the MACVC 2021 Fall Conference for CEU's.

Total cost (meals, mileage, lodging, conference fee) is approximately \$455.00 which is fully reimbursable through the MVAA County Training Reimbursement Program.

I will also need the board's signature on the Training Reimbursement application.

Respectfully,

Kenneth Roberts,  
Director, Gladwin County  
Office of Veteran Affairs  
555 W. Cedar Avenue  
Gladwin, MI 48624

Office: 989.426.4891  
Fax: 989.426.4182

## Lodging Request

*This form must be used by all employees who require hotel reservations, to be made by the Clerk, as approved by the Board of Commissioners.*

Name of Employee(s) Kenneth Roberts

Name of Conference MACUC Full Conference

Date(s) of Conference 9/22/2021 - 9/24/2021

Conference Code (if any) \_\_\_\_\_

Hotel Name Delta Hotel, by Marriott

Address 939 Third Street, Muskegon, MI

Telephone 833-999-0181

Check In Day/Date 9/22/2021 wed  
(example Monday, August 26, 2013)

Check Out Day/Date Fri 9/24/2021  
(example Thursday, August 29, 2013)

Number of Nights 2 Room Rate \$85

How Many Rooms 1 Room Type \_\_\_\_\_  
(example 1 King, 2 Double, etc.)

Additional Information: Reimbursed by MAAA County Training  
Reimbursement Program

Supervisor Signature \_\_\_\_\_ Department \_\_\_\_\_ Date \_\_\_\_\_





# MACVC 2021 FALL CONFERENCE

**DATE:** September 22 through September 24, 2021

**TO BE HELD AT:** Delta Hotels by Marriott-Muskegon Downtown  
939 Third Street  
Muskegon, MI 49440

- ❖ You can book your reservations online at: <https://www.marriott.com/event-reservations/reservation-link.mi?id=1605212736470&key=GRP&app=resvlink> or
- ❖ Call in reservations: 1-833-999-0181, you will need to ask specifically for the group block under MACVC Fall 2021 Conference (code CVC)
- ❖ Room rates are \$85 per night and will be your responsibility but may be reimbursed if you apply for the MVAA training grant (**rooms are only going to be held until August 22<sup>nd</sup> so be sure to reserve your room right away**).
- ❖ Mileage and meals will be your responsibility but may be reimbursed if you apply for the MVAA training grant.
- ❖ Registration will be held on Thursday, September 23, 2021 from 8:00am-8:30am.
- ❖ Classes will begin at 8:30am on Thursday, September 23<sup>rd</sup>.

**Name:** Kenneth Roberts

**Address:** 555 W Cedar Ave

**City:** Gladwin, MI ZIP 48624

**Phone #:** 989-426-4891

**E-mail:** [vadirector@gladwincounty-mi.gov](mailto:vadirector@gladwincounty-mi.gov)

**Representing:** Gladwin County  
(County, Department, Agency, etc.)

***Registration and fees must be received by the Treasurer no later than Friday, September 3<sup>rd</sup>!***

- ☒ Registration fee \$65.00
- ☒ MACVC member attending banquet (banquet fee is included in the registration fee for members, please check this box if you plan on attending the banquet)
- ☐ Guest Banquet fee \$35.00 (per person)

Please contact Shannon Kreger with any dietary issues such as gluten free or vegetarian.



**Make checks payable to: MACVC**  
Mail this registration along with all fees to:  
Shannon Kreger, M.A.C.V.C. Treasurer  
Sanilac County Veterans Affairs  
171 Dawson Street, Suite 227  
Sandusky, MI 48471

**Application for the Michigan Veterans Affairs Agency's  
County Training Reimbursement Program**

Date of Application: 07/01/2021 County Applying: Gladwin

Veteran Service Director: Kenneth Roberts Phone Number: 989-426-4891

Office Address: 555 W Cedar Ave, Gladwin, MI 48924

Names of County Counselors Requesting Training: Kenneth Roberts

Title/Description of Training: MACVC Fall Conference

Training Location: Muskegon, MI

Training Dates: 9/22/2021 - 09/24/2021

Estimated Training Costs:

Registration \$ 65.00 Lodging \$ 170.00

Mileage \$ 159.00 Meals \$ 61.00

Parking \$ 0.00 Tolls \$ 0.00

Total Amount Requested: \$ 455.00

Specify any additional information: \_\_\_\_\_

\_\_\_\_\_  
Signature, Chairperson, Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature, Director

\_\_\_\_\_  
Date

Kenneth Roberts

\_\_\_\_\_  
Printed Name



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# Michigan Association of County Veterans Counselors

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## MACVC FALL CONFERENCE AGENDA Delta by Marriott, Muskegon, MI Thursday, September 23, 2021

8:00 – 8:30	Registration	Shannon Kreger Treasurer
8:30-8:45	Welcome	Garth Wootten President
8:45 - 9:30	CVSF	MVAA
9:30 – 9:40	Break	
9:40-10:30	Social Security	?
10:30 - 10:40	Break	
10:40-11:30	Asbestos/Mesothelioma	?
11:30-12:45	Lunch	
12:45 - 1:35	Comp/Pension/Appeals Updates	VA Regional Office
1:35 -1:45	Break	
1:50 – 2:40	Detroit Regional Office Update	VA Regional Office
2:40-2:50	Break	
2:50-3:40	VAMC Update	Battle Creek VAMC
3:40-3:50	Break	
3:50-4:40	Self Care/Suicide Prevention	?
6:00-???	MACVC Banquet/Silent Auction/Raffle	

## Friday, September 24, 2021

9:00 – 10:00	W.I.N.C.	Executive Director
10:00 – 10:10	Break	
10:10 – 12:00	MACVC Business Meeting	MACVC Officers

**AGREEMENT NUMBER: CSPA17-26002-A22**  
**AMENDMENT NUMBER: 1**  
 Between  
**THE STATE OF MICHIGAN**  
**DEPARTMENT OF HEALTH & HUMAN SERVICES**  
 And

<b>CONTRACTOR</b>	County Of Gladwin
<b>CONTRACTOR ADDRESS</b>	401 West Cedar Avenue, Gladwin, Mi 48624 2054
<b>CONTRACTOR EMAIL</b>	prosecutor@gladwinco.com

<b>CONTRACT ADMINISTRATOR</b>	<b>EMAIL</b>
Maureen Spoelman	spoelmanm@michigan.gov

AGREEMENT SUMMARY			
<b>SERVICE DESCRIPTION</b>	Child Support Prosecuting Attorney		
<b>GEOGRAPHIC AREA</b>	Gladwin		
<b>INITIAL EFFECTIVE DATE</b>	10/01/2016	<b>CURRENT EXPIRATION DATE</b>	09/30/2021
<b>CURRENT AGREEMENT VALUE</b>	\$352,144.35		
<b>CONTRACT TYPE</b>	Actual Cost		

AMENDMENT DESCRIPTION			
<b>EXTEND EXPIRATION DATE</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>NEW EXPIRATION DATE</b>	09/30/2023
<b>AMENDMENT AMOUNT</b>	\$159,536.96	<input checked="" type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE	
<b>ESTIMATED REVISED AGGREGATE AGREEMENT VALUE</b>		\$511,681.31	
<b>NATURE OF CHANGE</b>	The purpose of the amendment is to add funding to the original agreement for \$241,729.00, modify the budget, extend the agreement end date from September 30, 2021 to September 30, 2023 and modify the agreement language.		

The undersigned have the lawful authority to bind the Contractor and DHHS to the terms set forth in this Agreement.

**FOR THE CONTRACTOR (CSFOC, CSPA and CSCOM Agreements):**

**FOR THE STATE:**

County Of Gladwin

DEPARTMENT OF HEALTH & HUMAN SERVICES

\_\_\_\_\_  
 Signature of Chairperson, County Board of Commissioners

\_\_\_\_\_  
 Signature of Director or Authorized Designee

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**FOR THE CONTRACTOR (CSFOC and CSCOM Agreements Only):**

**FOR THE CONTRACTOR (CSPA and CSCOM Agreements Only):**

\_\_\_\_\_  
 Signature of Chief Circuit Judge

Aaron Miller

\_\_\_\_\_  
 Signature of County of Prosecuting Attorney

07/01/2021

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Agreement Number : CSPA17-26002-A22

Amendment Number : 1

Year 1	10/01/2016	through	09/30/2017	\$63,784.82
Year 2	10/01/2017	through	09/30/2018	\$66,902.10
Year 3	10/01/2018	through	09/30/2019	\$70,249.13
Year 4	10/01/2019	through	09/30/2020	\$73,761.13
Year 5	10/01/2020	through	09/30/2021	\$77,447.17
Year 6	10/01/2021	through	09/30/2022	\$79,768.48
Year 7	10/01/2022	through	09/30/2023	\$79,768.48
Total Contract Amount :				\$511,681.31

Check all contract years affected by this amendment: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 ☒ Year 6 ☒ Year 7

**STATE OF MICHIGAN**

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

WHEREAS, the Department of Health & Human Services of the state of Michigan (hereinafter referred to as "DHHS") entered into a contractual Agreement effective October 1, 2016, with County Of Gladwin and the Prosecuting Attorney (hereinafter referred to as "Contractor"), having a mailing address of 401 West Cedar Avenue, Gladwin, Mi 48624 2054 , for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to DHHS and to the Contractor to amend the aforesaid Agreement.

THEREFORE, in consideration of the promises and mutual covenants hereinabove and hereinafter contained, the parties hereto agree to the following amendment of said Agreement. This amendment shall be attached to the Agreement, said Agreement being hereby reaffirmed and made a part hereof.

**Article I**

This amendment shall be effective on the date of DHHS signature or October 1, 2016, whichever is later.

**Article II**

The maximum "Net Budget" and the "GF/GP" dollar amounts of the Agreement shall be increased by \$241,722.66 from \$533,552.03 to \$775,274.69 and increased by \$0.00 from \$0.00 to \$0.00, respectively, for the period 10/01/2016, through 09/30/2023.

From the total "Net Budget" and GF/GP amounts, the maximum amount the Contractor may expend during the following periods is:

Agreement Period	Net Budget Amount	GF/GP Amount	Total Amount
October 1, 2016, through September 30, 2017	\$96,643.66	\$0.00	\$96,643.66
October 1, 2017, through September 30, 2018	\$101,366.82	\$0.00	\$101,366.82
October 1, 2018, through September 30, 2019	\$106,438.07	\$0.00	\$106,438.07
October 1, 2019, through September 30, 2020	\$111,759.29	\$0.00	\$111,759.29
October 1, 2020, through September 30, 2021	\$117,344.19	\$0.00	\$117,344.19
October 1, 2021, through September 30, 2022	\$120,861.33	\$0.00	\$120,861.33

October 1, 2022, through September 30, 2023	\$120,861.33	\$0.00	\$120,861.33
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The maximum "Total Contract" dollar amount of the Agreement shall be increased by \$159,536.96 from \$352,144.35 to \$511,681.31 for the period 10/01/2016, through 09/30/2023.

From the total "Total Contract" amount, the maximum amount the Contractor may expend during the following periods is:

Agreement Period	Total Contract Amount
October 1, 2016, through September 30, 2017	\$63,784.82
October 1, 2017, through September 30, 2018	\$66,902.10
October 1, 2018, through September 30, 2019	\$70,249.13
October 1, 2019, through September 30, 2020	\$73,761.13
October 1, 2020, through September 30, 2021	\$77,447.17
October 1, 2021, through September 30, 2022	\$79,768.48
October 1, 2022, through September 30, 2023	\$79,768.48

Payment shall be made in accordance with the attached budget.

#### 4. STANDARD TERMS

##### 4.33 Data Privacy and Information Security

###### a. Undertaking by Grantee

7) Comply with the requirements of the IRS Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>). As part of this requirement the Grantee agrees with the following:

In performance of this Agreement, the Grantee agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- a) All work will be performed under the supervision of the Grantee or the Grantee's responsible employees.
- b) The Grantee and the Grantee's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- c) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the Grantee is prohibited.
- d) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- e) No work involving returns and return information furnished under this Agreement will be subcontracted without prior written approval of the IRS.

f) The Grantee will maintain a list of employees authorized access. Such list will be provided to the MDHHS and, upon request, to the IRS reviewing office.

g) MDHHS will have the right to void the Agreement if the Grantee fails to provide the safeguards described above.

h) Criminal/Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs



7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the Grantee to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Grantees by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Grantee, who by virtue of his/her employment or official position, has possession of or access to MDHHS records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or MDHHS not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a Grantee access to FTI must be preceded by certifying that each individual understands the MDHHS's security policy and procedures for safeguarding IRS information. Grantees must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the MDHHS's files for review. As part of the certification and at least annually afterwards, Grantees must be advised of the provisions of IRCs 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Grantee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

#### i) Inspection

(1) The IRS and the MDHHS, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Grantee to inspect facilities and operations performing any work with FTI under this Agreement for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Grantee is found to be noncompliant with Agreement safeguards.

#### Appendix A: Child Support Service Types

## **Combined Agreements: Enforcement Services & Establishment Services**

As described in Section 2.5, the Grantee shall comply with the following Performance Standard:

The Training performance standard will be effective as of, October 1, 2021.

As described in Section 3.2, the Grantee shall comply with the following Performance Evaluation and Monitoring:

The performance standard is considered to be met as follows:

### **8. Training**

- 80% of IV- D staff (this does not include county IT staff who have no other IV-D duties) take one (1) hour of customer service training each fiscal year.
- 80% of IV-D staff (this does not include county IT staff who have no other IV-D duties) take four (4) hours of IV-D training each fiscal year.

## **Friend of the Court: Enforcement Services**

As described in Section 2.5, the Grantee shall comply with the following Performance Standard:

The Training performance standard will be effective as of, October 1, 2021.

As described in Section 3.2, the Grantee shall comply with the following Performance Evaluation and Monitoring:

The performance standard is considered to be met as follows:

## **5. Training**

- 80% of IV- D staff (this does not include county IT staff who have no other IV-D duties) take one (1) hour of customer service training each fiscal year.
- 80% of IV-D staff (this does not include county IT staff who have no other IV-D duties) take four (4) hours of IV-D training each fiscal year.

### **Prosecuting Attorney: Establishment Services**

As described in Section 2.5, the Grantee shall comply with the following Performance Standard:

The Training performance standard will be effective as of, October 1, 2021.

As described in Section 3.2, the Grantee shall comply with the following Performance Evaluation and Monitoring:

The performance standard is considered to be met as follows:

## **6. Training**

- 80% of IV- D staff (this does not include county IT staff who have no other IV-D duties) take one (1) hour of customer service training each fiscal year.
- 80% of IV-D staff (this does not include county IT staff who have no other IV-D duties) take four (4) hours of IV-D training each fiscal year.

# Budget Summary - 2018

## A. CONTRACT DESCRIPTION

COUNTY : Gladwin  
 PROVIDER : \_\_\_\_\_  
 FISCAL YEAR : 2018

CONTRACT NO : CSPA17-26002  
 FOC \_\_\_\_\_ PA ☒ \_\_\_\_\_ COM \_\_\_\_\_  
 AMENDMENT ☒ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2018 IV-D Budget	Adjustment To 2018 IV-D Budget	Revised 2018 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	1.28	0.00	1.28	5.00
2. % of Total FTE	25.60	0.00	25.60	100.00
3. Caseload % (FOC, COM)	100.00	0.00	100.00	100.00
Budget Categories	Current 2018 IV-D Budget	Adjustment To 2018 IV-D Budget	Revised 2018 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	71,199.16	0.00	71,199.16	353,393.89
2. Data Processing	768.00	0.00	768.00	3,000.00
3. Other Direct	11,168.00	0.00	11,168.00	35,000.00
4. Central Services	17,981.66	0.00	17,981.66	70,240.89
5. Paternity Testing	250.00	0.00	250.00	250.00
<b>6. TOTAL EXPENDITURES</b>	<b>101,366.82</b>	<b>0.00</b>	<b>101,366.82</b>	<b>461,884.78</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>101,366.82</b>	<b>0.00</b>	<b>101,366.82</b>	<b>461,884.78</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>101,366.82</b>	<b>0.00</b>	<b>101,366.82</b>	<b>461,884.78</b>
13. County Share @ 34.00%	34,464.72	0.00	34,464.72	0.00
14. State Share (IV-D) @ 66.00%	66,902.10	0.00	66,902.10	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>66,902.10</b>	<b>0.00</b>	<b>66,902.10</b>	<b>0.00</b>

# Budget Summary - 2019

## A. CONTRACT DESCRIPTION

COUNTY : Gladwin CONTRACT NO : CSPA17-26002  
 PROVIDER : \_\_\_\_\_ FOC \_\_\_\_\_ PA ☒ COM \_\_\_\_\_  
 FISCAL YEAR : 2019 AMENDMENT ☒ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2019 IV-D Budget	Adjustment To 2019 IV-D Budget	Revised 2019 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	1.31	0.00	1.31	5.00
2. % of Total FTE	26.20	0.00	26.20	100.00
3. Caseload % (FOC, COM)	100.00	0.00	100.00	100.00
Budget Categories	Current 2019 IV-D Budget	Adjustment To 2019 IV-D Budget	Revised 2019 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	69,540.54	0.00	69,540.54	350,123.89
2. Data Processing	5,786.00	0.00	5,786.00	8,000.00
3. Other Direct	11,768.30	0.00	11,768.30	36,650.00
4. Central Services	19,093.23	0.00	19,093.23	72,874.92
5. Paternity Testing	250.00	0.00	250.00	250.00
<b>6. TOTAL EXPENDITURES</b>	<b>106,438.07</b>	<b>0.00</b>	<b>106,438.07</b>	<b>467,898.81</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>106,438.07</b>	<b>0.00</b>	<b>106,438.07</b>	<b>467,898.81</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>106,438.07</b>	<b>0.00</b>	<b>106,438.07</b>	<b>467,898.81</b>
13. County Share @ 34.00%	36,188.94	0.00	36,188.94	0.00
14. State Share (IV-D) @ 66.00%	70,249.13	0.00	70,249.13	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>70,249.13</b>	<b>0.00</b>	<b>70,249.13</b>	<b>0.00</b>

**Budget Summary - 2020**

**A. CONTRACT DESCRIPTION**

COUNTY : Gladwin CONTRACT NO : CSPA17-26002  
 PROVIDER : \_\_\_\_\_ FOC \_\_\_\_\_ PA ☒ COM \_\_\_\_\_  
 FISCAL YEAR : 2020 AMENDMENT ☒ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2020 IV-D Budget	Adjustment To 2020 IV-D Budget	Revised 2020 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	1.34	0.00	1.34	5.00
2. % of Total FTE	26.80	0.00	26.80	100.00
3. Caseload % (FOC, COM)	100.00	0.00	100.00	100.00
Budget Categories	Current 2020 IV-D Budget	Adjustment To 2020 IV-D Budget	Revised 2020 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	76,017.92	0.00	76,017.92	356,491.39
2. Data Processing	3,054.50	0.00	3,054.50	5,250.50
3. Other Direct	12,174.00	0.00	12,174.00	37,500.00
4. Central Services	20,262.87	0.00	20,262.87	75,607.73
5. Paternity Testing	250.00	0.00	250.00	250.00
<b>6. TOTAL EXPENDITURES</b>	<b>111,759.29</b>	<b>0.00</b>	<b>111,759.29</b>	<b>475,099.62</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>111,759.29</b>	<b>0.00</b>	<b>111,759.29</b>	<b>475,099.62</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>111,759.29</b>	<b>0.00</b>	<b>111,759.29</b>	<b>475,099.62</b>
13. County Share @ 34.00%	37,998.16	0.00	37,998.16	0.00
14. State Share (IV-D) @ 66.00%	73,761.13	0.00	73,761.13	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>73,761.13</b>	<b>0.00</b>	<b>73,761.13</b>	<b>0.00</b>

### Budget Summary - 2021

#### A. CONTRACT DESCRIPTION

COUNTY : Gladwin CONTRACT NO : CSPA17-26002  
 PROVIDER : \_\_\_\_\_ FOC \_\_\_\_\_ PA ☒ COM \_\_\_\_\_  
 FISCAL YEAR : 2021 AMENDMENT ☒ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2021 IV-D Budget	Adjustment To 2021 IV-D Budget	Revised 2021 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	1.37	0.00	1.37	5.00
2. % of Total FTE	27.40	0.00	27.40	100.00
3. Caseload % (FOC, COM)	100.00	0.00	100.00	100.00
Budget Categories	Current 2021 IV-D Budget	Adjustment To 2021 IV-D Budget	Revised 2021 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	68,357.17	0.00	68,357.17	348,320.26
2. Data Processing	14,475.63	0.00	14,475.63	52,830.75
3. Other Direct	12,768.00	0.00	12,768.00	39,000.00
4. Central Services	21,493.39	0.00	21,493.39	78,443.02
5. Paternity Testing	250.00	0.00	250.00	250.00
<b>6. TOTAL EXPENDITURES</b>	<b>117,344.19</b>	<b>0.00</b>	<b>117,344.19</b>	<b>518,844.03</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>117,344.19</b>	<b>0.00</b>	<b>117,344.19</b>	<b>518,844.03</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>117,344.19</b>	<b>0.00</b>	<b>117,344.19</b>	<b>518,844.03</b>
13. County Share @ 34.00%	39,897.02	0.00	39,897.02	0.00
14. State Share (IV-D) @ 66.00%	77,447.17	0.00	77,447.17	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>77,447.17</b>	<b>0.00</b>	<b>77,447.17</b>	<b>0.00</b>

**Budget Summary - 2022**

**A. CONTRACT DESCRIPTION**

COUNTY : Gladwin CONTRACT NO : CSPA17-26002-A22  
 PROVIDER : \_\_\_\_\_ FOC \_\_\_\_\_ PA ☒ COM \_\_\_\_\_  
 FISCAL YEAR : 2022 AMENDMENT ☒ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2022 IV-D Budget	Adjustment To 2022 IV-D Budget	Revised 2022 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	0.00	0.00	1.40	6.00
2. % of Total FTE	0.00	0.00	23.33	100.00
3. Caseload % (FOC, COM)	0.00	0.00	100.00	100.00
Budget Categories	Current 2022 IV-D Budget	Adjustment To 2022 IV-D Budget	Revised 2022 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	0.00	96,142.42	96,142.42	443,326.61
2. Data Processing	0.00	3,979.52	3,979.52	17,057.54
3. Other Direct	0.00	8,129.41	8,129.41	27,700.00
4. Central Services	0.00	12,359.98	12,359.98	52,978.90
5. Paternity Testing	0.00	250.00	250.00	250.00
<b>6. TOTAL EXPENDITURES</b>	<b>0.00</b>	<b>120,861.33</b>	<b>120,861.33</b>	<b>541,313.05</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>0.00</b>	<b>120,861.33</b>	<b>120,861.33</b>	<b>541,313.05</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>0.00</b>	<b>120,861.33</b>	<b>120,861.33</b>	<b>541,313.05</b>
13. County Share @ 34.00%	0.00	41,092.85	41,092.85	0.00
14. State Share (IV-D) @ 66.00%	0.00	79,768.48	79,768.48	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>0.00</b>	<b>79,768.48</b>	<b>79,768.48</b>	<b>0.00</b>



# Budget Summary - 2023

## A. CONTRACT DESCRIPTION

COUNTY : Gladwin CONTRACT NO : CSPA17-26002  
 PROVIDER : \_\_\_\_\_ FOC \_\_\_\_\_ PA ☒ COM \_\_\_\_\_  
 FISCAL YEAR : 2023 AMENDMENT ☒ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2023 IV-D Budget	Adjustment To 2023 IV-D Budget	Revised 2023 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	0.00	0.00	1.40	6.00
2. % of Total FTE	0.00	0.00	23.33	100.00
3. Caseload % (FOC, COM)	0.00	0.00	100.00	100.00
Budget Categories	Current 2023 IV-D Budget	Adjustment To 2023 IV-D Budget	Revised 2023 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	0.00	96,142.42	96,142.42	443,326.61
2. Data Processing	0.00	3,979.52	3,979.52	17,057.54
3. Other Direct	0.00	8,129.41	8,129.41	27,700.00
4. Central Services	0.00	12,359.98	12,359.98	52,978.90
5. Paternity Testing	0.00	250.00	250.00	250.00
<b>6. TOTAL EXPENDITURES</b>	<b>0.00</b>	<b>120,861.33</b>	<b>120,861.33</b>	<b>541,313.05</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>0.00</b>	<b>120,861.33</b>	<b>120,861.33</b>	<b>541,313.05</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>0.00</b>	<b>120,861.33</b>	<b>120,861.33</b>	<b>541,313.05</b>
13. County Share @ 34.00%	0.00	41,092.85	41,092.85	0.00
14. State Share (IV-D) @ 66.00%	0.00	79,768.48	79,768.48	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>0.00</b>	<b>79,768.48</b>	<b>79,768.48</b>	<b>0.00</b>

**Budget Abstract Summary**

Description	2017	2018	2019	2020	2021	2022	2023	Total
<b>SECTION B</b>								
1. FTE Positions	1.25	1.28	1.31	1.34	1.37	1.40	1.40	9.35
2. % of Total FTE	25.00	25.60	26.20	26.80	27.40	23.33	23.33	177.66
3. Caseload % (FOC, COM)	100.00	100.00	100.00	100.00	100.00	100.00	100.00	700.00
<b>SECTION C</b>								
1. Personnel	67,843.14	71,199.16	69,540.54	76,017.92	68,357.17	96,142.42	96,142.42	545,242.77
2. Data Processing	750.00	768.00	5,786.00	3,054.50	14,475.63	3,979.52	3,979.52	32,793.17
3. Other Direct	10,875.00	11,168.00	11,768.30	12,174.00	12,768.00	8,129.41	8,129.41	75,012.12
4. Central Services	16,925.52	17,981.66	19,093.23	20,262.87	21,493.39	12,359.98	12,359.98	120,476.63
5. Paternity Testing	250.00	250.00	250.00	250.00	250.00	250.00	250.00	1,750.00
<b>6. TOTAL EXPENDITURES</b>	<b>96,643.66</b>	<b>101,366.82</b>	<b>106,438.07</b>	<b>111,759.29</b>	<b>117,344.19</b>	<b>120,861.33</b>	<b>120,861.33</b>	<b>775,274.69</b>
7. Service Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>96,643.66</b>	<b>101,366.82</b>	<b>106,438.07</b>	<b>111,759.29</b>	<b>117,344.19</b>	<b>120,861.33</b>	<b>120,861.33</b>	<b>775,274.69</b>
11. Federal Incentives	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>96,643.66</b>	<b>101,366.82</b>	<b>106,438.07</b>	<b>111,759.29</b>	<b>117,344.19</b>	<b>120,861.33</b>	<b>120,861.33</b>	<b>775,274.69</b>
13. County Share @ 34.00%	32,858.84	34,464.72	36,188.94	37,998.16	39,897.02	41,092.85	41,092.85	263,593.38
14. State Share (IV-D) @ 66.00%	63,784.82	66,902.10	70,249.13	73,761.13	77,447.17	79,768.48	79,768.48	511,681.31
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>63,784.82</b>	<b>66,902.10</b>	<b>70,249.13</b>	<b>73,761.13</b>	<b>77,447.17</b>	<b>79,768.48</b>	<b>79,768.48</b>	<b>511,681.31</b>

**MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES  
SCHEDULE OF FINANCIAL ASSISTANCE**

County Of Gladwin

Source of Funds	Catalog of Federal Domestic Assistance (CFDA)		Federal Award		Award Date	Grant Phase	Amount
	Federal Agency Name	Number	Title	Award Number			
Federal	Department of Health and Human Services	93.563	Child Support Enforcement	90330 (20)	Title IV-D Cooperative Reimbursement	2001MICSES 10/01/2019	511,681.31
			Total Allocation				511,681.31

The federal funding provided by the Department is \$511,681.31.

## EMPLOYMENT AGREEMENT

This Agreement is made on June \_\_\_\_, 2021, between The County of Gladwin, a Michigan County government, whose principal offices are located at 401 W. Cedar, Gladwin MI 48624 (Employer), and Laura Brandon-Maveal, whose address is \_\_\_\_\_ (Employee). The parties have negotiated certain terms of the Employee's employment with the Employer and have come to certain understandings about the terms and conditions of employment and wish to evidence this in writing.

### PURPOSE

The Employee has been Employed by the County of Gladwin as its Interim Administrator, commencing on January 1, 2021, previously having been an elected official of the County, the County Clerk, for a term ending on December 31, 2020. Consequently, this Agreement shall be retroactive to, and memorializes the verbal agreement made at commencement of Employment in this position, which was a new position created on that date.

In consideration of the premises and of the benefits to be derived from the mutual observance of the covenants in this Agreement, the parties agree as follows:

### I. EMPLOYMENT

The Employer employs the Employee as its Interim County Administrator to perform the duties described in Section III of this Agreement, and the Employee accepts such employment on all of the terms and conditions set forth in this Agreement.

### II. TERM

The term of this Agreement shall begin on January 1, 2021, and ~~expire on July 31, 2021~~ will continue from time to time until terminated by action of the Gladwin County Board of Commissioners. ~~The term of this Agreement may be extended, in the Employer's sole discretion, for the same terms, upon thirty (30) days' notice.~~

### III. DUTIES

A. The Employee, as the Interim County Administrator of the Employer, agrees and promises to perform and discharge, well and faithfully, the duties assigned to her by the Employer for the conduct of the Employer's business. Those duties shall include those generally assigned to the Interim County Administrator or a county administrator, and the Employee's job description as it may be amended from time to time in the absolute discretion of the Employer. The Employee agrees to perform those duties necessary to meet the expectations and goals of the Employer as established from time to time by the Employer.

B. The Employee shall devote such time, attention, and energies to the business of the Employer as is necessary for the Employee to satisfactorily perform her duties as Interim County Administrator. Except as otherwise provided in this Agreement or the Employer's policies as adopted by its Board of County Commissioners, the Employee shall not during the term of this Agreement be engaged in any other business activity or accept any other employment, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, without prior approval of the Employer.

C. The Employer may provide the Employee a periodic evaluation based on the Employee's job description, mutually determined objectives, and the Employee's effectiveness as Interim County Administrator. The Employer shall have the right, in addition, to evaluate the Employee at any other time during the term of this contract based on criteria determined by the Employer.

#### IV. COMPENSATION

Effective January 1, 2021, the Employee shall receive an annual salary of \$55,000, payable bi-weekly, or in other installments that are consistent with the Employer's regular payroll practices and procedures.

#### V. BENEFITS

The Employer shall provide the Employee with those fringe benefits that the Employer provides to exempt managerial employees and are generally described by the Non-Union Employee Benefits Manual adopted by the County, for new employees commencing employment on January 1, 2020, for employees hired before January 1, 2013, as it may be amended from time to time at the absolute discretion of the Employer.

#### VI. AT WILL EMPLOYMENT

Employee agrees and understands that she is an employee at will, and nothing herein constitutes her other than an employee at will. Employee's employment may be terminated by Employee or Employer at any time. The period during which Employee is employed under this Agreement is referred to as the "Employment Term."

#### VII. TERMINATION BY EMPLOYEE

This Agreement may be terminated by the Employee at any time; provided, however, that the Employee gives the Employer at least ~~one month~~ two weeks' prior written notice of voluntary termination. Notice of voluntary termination shall be by written notice provided to the Chairperson of the Board of County Commissioners. If the Employee fails to provide this notice of voluntary termination, she will forfeit any accrued paid time off that the Employee is entitled to when this Agreement is terminated. When the Employer receives the Employee's notice of voluntary termination, the Employer may, at its sole discretion, immediately effect the voluntary termination of the Employee's

employment. Any voluntary termination of this Agreement by the Employee as described in this provision shall terminate the rights and obligations of each of the parties.

#### VIII. ASSIGNMENT PROHIBITED

This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

#### IX. MISCELLANEOUS

A. This Agreement contains all of the terms and conditions of the contractual relationship between the parties, and no amendments or additions to this Agreement shall be binding unless they are in writing and signed by both parties.

B. This Agreement shall be binding on the parties, their legal representatives, successors, and assigns.

C. This Agreement abrogates and takes the place of all prior employment contracts and/or understandings that may have been made by the Employer.

D. The captions or headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of this Agreement or any of its sections, nor do they in any way affect this employment Agreement.

E. The Employee shall comply with all reporting and recording requirements regarding compensation expenditures and benefits provided by the Employer under the U.S. Internal Revenue Code, as amended, and any of its rules and regulations.

#### X. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered mail or certified mail, return receipt requested, to the Employee at her residence or to the Employer at its principal place of business, Attention: Chairperson K. Moore, or the officer or address that the Employer shall provide the Employee.

#### XI. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

#### XII. SEVERABILITY

The invalidity of all or any part of any sections, subsections, or paragraphs of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.

The parties have executed this Agreement on the date listed on the first page of this Agreement.

WITNESSES

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

EMPLOYER

COUNTY OF GLADWIN

\_\_\_\_\_  
BY: Karen Moore

ITS: Chairperson

EMPLOYEE

\_\_\_\_\_  
LAURA BRANDON-MAVEAL

## Laura Brandon-Maveal

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**From:** Jaynie Hoerauf  
**Sent:** Tuesday, June 29, 2021 4:05 PM  
**To:** Karen L. Moore; Karrie Hulme; Kyle Grove; Laura Brandon-Maveal; Michael Szuch; miller.aw@outlook.com; Rick Grove; Ron Taylor  
**Subject:** FW: Gladwin County government assistance  
**Attachments:** Resume.doc

The materials I owed you regarding Larry Merrill, the consultant that I mentioned.

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**From:** larrymerrill517@gmail.com <larrymerrill517@gmail.com>  
**Sent:** Thursday, June 24, 2021 12:57 PM  
**To:** Jaynie Hoerauf <jaynie@hoerauflaw.com>  
**Subject:** RE: Gladwin County government assistance

Hi Jaynie, thanks for reaching out regarding Gladwin County's administration development. I would be happy to assist you and the County Board of Commissioners in this important project. We discussed a broad spectrum of assistance that I could provide and the following summary might be helpful for the Board:

1. Minimal consultation would be a zoom call or in-person conference. The Board could provide questions in advance for verbal response. This could be helpful if the Board is merely seeking clarification of a small range of questions related to roles and responsibilities of the new administration position and how the board will supervise and evaluate the administrator. This level would be appropriate if the Board has reached a consensus on the fundamental expectations of the position. No written analysis, recommendations draft guidelines or policies and procedures would be provided.
2. Enhanced consultation would likely be one in-person conference and one or more subsequent zoom calls and assumes a consensus of the board regarding what is desired of the position and result in drafts of essential policies and procedures as desired by the Board such as:
  - a. Administrator job description
  - b. Board policies:
    - i. How the board will supervise and direct the administrator.
    - ii. Delegation of authority to the administrator.
    - iii. How the board will monitor and evaluate the administrator.
  - c. Implementation guidance:
    - i. Survey elected and appointed officials and employees.
    - ii. Solicit recommendations from administrators and board members in similar counties.
    - iii. Budget impact.
3. Comprehensive strategic planning should be considered if the Board has not developed a consensus on fundamental questions related to the future direction of the county and the appropriate future role of Gladwin County government beyond its constitutional and statutory responsibilities. This important discussion would lay the foundation to resolve many issues including establishing the critical skill sets desired in the county administrator.

Strategic planning can include:

  - a. Identifying current and likely future challenges and opportunity for the county to enhance the quality of life and economy of Gladwin County residents and businesses.
  - b. Soliciting insights and input from key external and internal stakeholders.
  - c. Assist the Board to develop a vision, mission and goals to guide Board and administrator with clarity as to priorities for allocating resources and other public policy decisions.
  - d. Identify key measurements to evaluate success and make program adjustments.



For these services I charge \$150 per hour for research, meeting preparation, travel, conferences, document development and edits required by the client. Depending on the scope of the project, this work could be undertaken by me as a direct consultant to the County or if the scope of the project is extensive, it may be appropriate that my work and other ancillary tasks be performed under contract between the County and Public Policy Associates.

As you requested, I have attached a copy of my resume. If you have any additional questions, please contact me at your convenience.

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**From:** Jaynie Hoerauf <[jaynie@hoerauflaw.com](mailto:jaynie@hoerauflaw.com)>  
**Sent:** Thursday, June 24, 2021 10:20 AM  
**To:** Larry Merrill <[larrymerrill517@gmail.com](mailto:larrymerrill517@gmail.com)>  
**Subject:** RE: Gladwin County government assistance

Hi Larry,

Thanks for the call. Do you have a resume or CV that I can add to my report?

## *Resume*

### **G. Lawrence "Larry" Merrill, MPA, CAE**

#### **Career**

Michigan Townships Association executive director 2000-2019, deputy executive director 1995-2000 and director of education 1980-1985. Responsible for all operations, advising board on policy matters, registered lobbyist. Areas of expertise include organization governance and administration, public finance, public safety services, intergovernmental agreements and land use regulations. Retained in 2019 as the Interim President and Chief Executive Officer of the Michigan Society of Association Executives.

Local government service includes county administration for Montcalm County, Michigan; chief administrative officer for county budget, personnel administration, purchasing director, policy guidance and administrative support to the county board of commissioners. Also served as the county's emergency medical services director and emergency management director 1977-1980.

Currently providing consulting services to public and not-for-profit entities related to strategic planning, governance, policies and procedures, public policy analysis and program evaluation.

#### **Other Significant Experience**

Senior Consultant, Public Policy Associates, Lansing Michigan

Advisory Commissioner, Lansing Board of Water and Light

President, National Association of Towns and Townships and the National Center for Small Communities, Washington, D.C.

Board Member, Michigan Society of Association Executives.

Vice President, Mid-Michigan Spartans, MSU Alumni Association.

Board Member, Land Information Access Association, Traverse City, Michigan.

Board Member, Michigan Municipal Wetlands Mitigation Alliance

Elected to two terms on the Grand Ledge Public Schools Board of Education, served as Treasurer, Vice President and three years as President.

Vice President, Grand Ledge Education Foundation

Lieutenant and emergency medical technician, DeWitt Charter Township.

Chairman, DeWitt Charter Township Planning Commission.

Member, Oneida Township Zoning Board.

Founding Member, Michigan Wetlands Mitigation Association.

Numerous state government task forces regarding land use, fire services, prosperity regions.

#### **Education**

Master's Degree in Public Administration, Michigan State University (1978) focus on public policy analysis and program evaluation

Bachelor's Degree with Honors, Michigan State University (1976) in Multi-Disciplinary Social Science with study areas of political science and economics.

Certified Association Executive, American Society of Association Executives

#### **Honors**

Public Policy Study Fellowship, U.S. Department of Health, Education and Welfare.

Award of Excellence in Association Finances and Administration from American Society of Association Executives.

Strategic Leader Award, Michigan Society of Association Executives.

Elected to the Michigan Association Executives Hall of Fame.

Lifetime Achievement Award, Michigan Townships Association.

#### **Publications**

*On Call Fire Departments*

*Building a Better Budget*

*Innovative Grassroots Financing*

*How to Write an Administrative Policies and Procedures Manual*

*Survival Guide for Local Government Leaders*

*Political Implications of Intergovernmental Contracting*

#### **Contact Information**

Larry Merrill  
6844 Lookout Lane  
Lansing, Michigan 48917

517-927-9079

## EMPLOYMENT AGREEMENT

This Agreement is made on (Month) \_\_\_\_, 2021, between The County of Gladwin, a Michigan County government, whose principal offices are located at 401 W. Cedar, Gladwin MI 48624 (Employer), and \_\_\_\_\_, whose address is \_\_\_\_\_ (Employee). The parties have negotiated certain terms of the Employee's employment with the Employer and have come to certain understandings about the terms and conditions of employment and wish to evidence this in writing.

### PURPOSE

The Gladwin County Board of Commissioners has created the new position of County Administrator, as set forth on the attached Performance/Goals and Objectives document.

The Employee desires to provide such services and is qualified to perform the same.

In consideration of the premises and of the benefits to be derived from the mutual observance of the covenants in this Agreement, the parties agree as follows:

### I. EMPLOYMENT

The Employer employs the Employee as its County Administrator to perform the duties described in Section III of this Agreement, and the Employee accepts such employment on all of the terms and conditions set forth in this Agreement.

### II. TERM

The term of this Agreement shall begin on (Month) \_\_\_\_, 2021, and will continue for a term of three years, as set forth herein. Thereafter, the Agreement shall continue on a year-to-year basis unless either party serves written notice on the other of non-renewal or intent to renegotiate the terms of the Agreement. Notice shall be given at least thirty (30) days before the expiration of the term.

### III. DUTIES

A. The Employee, as the Interim County Administrator of the Employer, agrees and promises to perform and discharge, well and faithfully, the duties assigned to her by the Employer for the conduct of the Employer's business. Those duties shall include those generally assigned to the Interim County Administrator or a county administrator, and the Employee's job description as it may be amended from time to time in the absolute discretion of the Employer. The Employee agrees to perform those duties necessary to meet the expectations and goals of the Employer as established from time to time by the Employer. See Attached Performance/Goals and Objectives Document.

B. The Employee shall devote such time, attention, and energies to the business of the Employer as is necessary for the Employee to satisfactorily perform her duties as County Administrator. Except as otherwise provided in this Agreement or the Employer's policies as adopted by its Board of County Commissioners, the Employee shall not during the term of this Agreement be engaged in any other business activity or accept any other employment, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, without prior approval of the Employer.

C. The Employer may provide the Employee a periodic evaluation based on the Employee's job description, mutually determined objectives, and the Employee's effectiveness as Interim County Administrator. The Employer shall have the right, in addition, to evaluate the Employee at any other time during the term of this contract based on criteria determined by the Employer.

#### IV. COMPENSATION

Effective (Month) \_\_\_\_\_, 2021, the Employee shall receive an annual salary of \$ \_\_\_\_\_, payable bi-weekly, or in other installments that are consistent with the Employer's regular payroll practices and procedures. It is agreed between the parties that the Employee is exempt from the overtime provisions of the Federal Fair Labor Standards Act, and that the Employee shall not be entitled to and shall not receive overtime compensation. In the event of termination of employment, the Employee's salary shall be pro-rated to the effective date of termination.

#### V. BENEFITS

The Employer shall provide the Employee with those fringe benefits that the Employer provides to exempt managerial employees and are generally described by the Non-Union Employee Benefits Manual adopted by the County, for new employees commencing employment after January 1, 2021, as it may be amended from time to time at the absolute discretion of the Employer.

#### VI. AT WILL EMPLOYMENT & TERMINATION BY EMPLOYER

Employee agrees and understands that she is an employee at will, and nothing herein constitutes her other than an employee at will. Employee's employment may be terminated by Employee or Employer at any time. The period during which Employee is employed under this Agreement is referred to as the "Employment Term."

Upon termination of employment of the Employee as County Administrator for any reason whatsoever, her compensation and benefits shall cease as of the effective date of termination; except she shall receive six (6) months' severance pay and continue her health insurance benefits for six (6) months, if she is terminated by discharge (including non-renewal of the employee agreement) or by request for resignation.

The Employer shall have no obligation to pay any severance pay or health benefit continuation if the Employee is terminated for "just cause" as defined below. The following shall be considered "just cause" and shall be grounds for the immediate termination of this agreement by the Board of Commissioners:

1. Conviction of or pleading guilty or nolle contendere to a felony or work related misdemeanor;
2. Embezzlement;
3. Dishonesty;
4. Theft;
5. Misappropriation of funds;
6. Incompetency or neglect of duty;
7. Reporting to work or working in an intoxicated condition;
8. Illegal activity on County premises during work or non-work hours;
9. Insubordination
10. Violation of any part of this Agreement.

The parties agree that the above is not intended to be an exhaustive definition of just cause and recognize that other acts or omissions may also be considered just cause for termination of employment.

#### **VII. TERMINATION BY EMPLOYEE**

This Agreement may be terminated by the Employee at any time; provided, however, that the Employee gives the Employer at least one-month prior written notice of voluntary termination. Notice of voluntary termination shall be by written notice provided to the Chairperson of the Board of County Commissioners. If the Employee fails to provide this notice of voluntary termination, she will forfeit any accrued paid time off that the Employee is entitled to when this Agreement is terminated. When the Employer receives the Employee's notice of voluntary termination, the Employer may, at its sole discretion, immediately effect the voluntary termination of the Employee's employment. Any voluntary termination of this Agreement by the Employee as described in this provision shall terminate the rights and obligations of each of the parties.

#### **VIII. PROFESSIONAL DEVELOPMENT**

- A. The employee may attend, with prior Board approval, professional meetings at the local, state and national level, the reasonable expenses of such attendance to be paid by the Board, as long as it is in the County budget and for the good of the County.
- B. Employee may attend the annual conferences or meetings of the International City/County Management Association, the National Association of Counties, and the Michigan Association of Counties, and such other official meetings and conferences approved by the Employer, subject to budget limitations. All actual and reasonable travel and living expenses necessary to permit the Employee to attend such conferences or meetings shall be paid by the Employer.

- C. **Membership and Dues.** The Employer agrees to pay the membership dues and fees to permit the Employee to be a member of the International City/County Management Association, the Michigan Association of County Administrative Officers, the Michigan Local Government Management Association, a service club or organization, and such other organizations as approved by the Employer, subject to budget limitations.

#### **IX. BUSINESS EXPENSES**

- A. **Actual and necessary expenses** incurred by Employee in the discharge of official duties or in the performance of functions authorized by the Employer shall be reimbursed upon submission of receipts and reports of expenditures in accordance with appropriate County policy.
- B. **Bonding.** The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under law.

#### **X. LIABILITY INSURANCE**

**Liability Insurance.** The Board shall provide liability insurance to cover the good faith actions of the Employee arising out of the performance of her duties. This shall include legal representation.

#### **XI. OUTSIDE EMPLOYMENT**

- A. The Employee shall not engage in any employment or business outside of this Agreement, except when approved in advance by the Board and under the following circumstances:
1. The Employee, while engaging in outside or supplemental employment shall:
    - a) Not use the County's facilities as a source of referral for private customers or clients.
    - b) Not be engaged in outside employment during the Employee's regular working hours.
    - c) Not use the name of the County or its members as a credential in advertising or soliciting customers or clients.
    - d) Not use the County's supplies, facilities, staff, or equipment in conjunction with any outside or supplemental employment or private practice.
    - e) Maintain a clear separation of outside or supplemental employment from activities performed for the County.

- f) Not cause any conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the Employees duties.

- 2. The Board and County shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

## **XII. ASSIGNMENT PROHIBITED**

This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

## **XIII. MISCELLANEOUS**

A. This Agreement contains all of the terms and conditions of the contractual relationship between the parties, and no amendments or additions to this Agreement shall be binding unless they are in writing and signed by both parties.

B. This Agreement shall be binding on the parties, their legal representatives, successors, and assigns.

C. This Agreement abrogates and takes the place of all prior employment contracts and/or understandings that may have been made by the Employer.

D. The captions or headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of this Agreement or any of its sections, nor do they in any way affect this employment Agreement.

E. The Employee shall comply with all reporting and recording requirements regarding compensation expenditures and benefits provided by the Employer under the U.S. Internal Revenue Code, as amended, and any of its rules and regulations.

## **XIV. NOTICES**

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered mail or certified mail, return receipt requested, to the Employee at her residence or to the Employer at its principal place of business, Attention: Chairperson K. Moore, or the officer or address that the Employer shall provide the Employee.

## **XV. GOVERNING LAW**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.



## **XVI. SEVERABILITY**

The invalidity of all or any part of any sections, subsections, or paragraphs of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.

The parties have executed this Agreement on the date listed on the first page of this Agreement.

**WITNESSES**

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\_\_\_\_\_

\_\_\_\_\_

**EMPLOYER**

**COUNTY OF GLADWIN**

\_\_\_\_\_  
**BY: Karen Moore**

**ITS: Chairperson**

**EMPLOYEE**

\_\_\_\_\_  
**Employee**