County of Jackson 120 W. Michigan Ave. Jackson, MI 49201 (517) 788-4335



BOARD OF COMMISSIONERS

Clifford E. Herl, District 1 David F. Lutchka, District 2 Jeffrey D. Kruse, District 3 Philip S. Duckham III, District 4 Earl J. Poleski, District 5 James C. Videto, District 6 James E. Shotwell, Jr., District 7 Gail W. Mahoney, District 8 Jonathan T. Williams, District 9 Patricia A. Smith, District 10 Michael J. Way, District 11 David K. Elwell, District 12

ELECTED OFFICIALS

Amanda Riska, Clerk Dan Heyns, Sheriff Mindy Reilly, Register of Deeds Karen Coffman, Treasurer Geoffrey Snyder, Drain Commissioner Hank Zavislak, Prosecuting Attorney

COUNTY STAFF

Randy Treacher, Administrator/Controller and **Human Resources Director** Adam Brown, Deputy Administrator Charles Adkins, Circuit Court Administrator Tammy Bates, District Court Administrator Andy Crisenbery, Friend of the Court Gerard Cyrocki, Finance Officer **Connie Frey, IT Director** Brandon Ransom, Parks Director **Teresa Hawkins, Youth Center Director** Juli Ann Kolbe, Equalization Director Dr. John Maino, Medical Director Kent Maurer, Airport Manager Ric Scheele, Director-Fleet & Facilities Opns. Jan Seitz, MSU Ext.-Jackson County Director Kristy Smith, Department on Aging Director Dave Welihan, Veterans Affairs Officer Ted Westmeier, Health Officer

County Commission Agenda January 19, 2010

Order of Business:

- 1. Call to Order
- 2. Invocation
- 3. Pledge of Allegiance
- 4. Roll Call
- 5. Approval of Agenda
- 6. Awards and Recognitions
- 7. Communications and Petitions
- 8. Special Orders/Public Hearing(s)
- 9. Public Comment
- 10. Special Meetings of Standing Committees
- 11. Minutes
- 12. Consent Agenda
- 13. Standing Committees
 - A. County Affairs
 - B. County Agencies
 - C. Human Services
 - D. Personnel & Finance
- 14. Unfinished Business
- 15. New Business
- 16. Public Comment
- 17. Commissioner Comment
- 18. Closed Session
- 19. Adjournment

Public Comment

Any person desiring to speak on a matter to the Board of Commissioners may do so under the Public Comment items near the beginning and end of the meeting. Please state your name and use the microphone. Please note that the Commission allocates a maximum of five minutes per individual at the beginning of the meeting and three minutes per individual at the end of the meeting for this purpose.

Consent Agenda

Items on the Consent Agenda are items generally routine in nature that have passed a Standing Committee and will be enacted by one motion and one vote. There will be no separate discussion on these items. Any Commissioner may remove an item from the Consent Agenda and it will be considered by separate motion at the proper place during the meeting.

Standing Committees

The Board of Commissioners operates under a Standing Committee system with the following Committees: County Affairs, County Agencies, Human Services, Personnel & Finance. All departments of the County coordinate their business through one of the Standing Committees. The Committees then forward their recommendations to the Board of Commissioners.

Closed Session

The Board of Commissioners is permitted under the Open Meetings Act to go into Closed Session to discuss labor contracts, purchase of property, and certain employee matters if requested by the employee. A two-thirds vote of the Commission is required to go into Closed Session.

AGENDA JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING January 19, 2010 7:00 p.m. County Commission Chambers

Mission Statement: Jackson County Government, in cooperation with the community and local governmental units, strives through a planned process to deliver quality services that address public needs.

- 1. CALL TO ORDER Chairman Steve Shotwell
- 2. INVOCATION by Commissioner David Lutchka
- 3. **PLEDGE OF ALLEGIANCE** by Chairman Steve Shotwell
- 4. ROLL CALL County Clerk Amanda Riska
- 5. APPROVAL OF AGENDA
- 6. **AWARDS & RECOGNITIONS** None.
- 7. **COMMUNICATIONS/PETITIONS** None.
- 8. SPECIAL ORDERS/PUBLIC HEARINGS None.
- 9. PUBLIC COMMENTS

10. SPECIAL MEETINGS OF STANDING COMMITTEES

11. **MINUTES** - Minutes of the 12/15/09 Regular and 1/4/10 Organizational Meetings of the Jackson County Board of Commissioners

Attachments: *12/15/09 Regular Meeting Minutes and 1/4/10 Organizational Meeting Minutes

12. CONSENT AGENDA (Roll Call)

- A. County Affairs None.
- B. County Agencies None.
- C. Human Services None.
- D. Personnel & Finance
 - 1. Transfer of 2008 and 2009 Foreclosed Unsold Parcels, Excluding the Riverwalk Hotel Parcels, to the Land Bank Authority, and to Direct the Administrator/Controller to Send a Letter to the Land Bank Asking Them to Come Back to the Committee with a Plan to do Something with that Property

Regular Board Meeting Agenda January 19, 2010 Page 2

> Attachments: *Letter from Land Bank Authority Chair dated 12/28/09 *List of Foreclosed Unsold Parcels

2. Service License Agreements between IT and the Land Bank Authority, the Road Commission and the Medical Care Facility

Attachments: *Memo from IT Director dated 12/31/09 *Service License Agreements

3. Budget Adjustments

a. Health Department

Attachments: *Budget Adjustment Summary *Budget Adjustment

4. **Claims** – The December 2009 claims were not available due to year end. They will be presented for payment in February.

13. STANDING COMMITTEES

A. County Affairs – Commissioner Dave Lutchka

1. Appointments

- a. **Department on Aging Advisory Council**, two public members, terms to 12/2011
- b **Economic Development Corporation**, one public member, term to 3/2013
- c. City Council Appointee to the Emergency Management Advisory Council, term to 12/31/2011
- d. Hospital Finance Authority, two public members, terms to 12/2010
- e. Land Bank Authority, one township representative, term to 10/2010
- f. Region 2 Planning Commission, two Commissioner members, terms to 1/2013
- g. South Central Michigan Works!, one Commissioner member (alternate), term to 1/2011

Regular Board Meeting Agenda January 19, 2010 Page 3

> Attachments: *Commissioner Board Appointments-January 2010 *January Applications

- B. County Agencies Commissioner Gail W. Mahoney None.
- C. Human Services Commissioner Mike Way None.
- D. Personnel and Finance Commissioner James Videto None.
- 14. **UNFINISHED BUSINESS** None.

15. **NEW BUSINESS**

- A. Airport
 - 1. Resolution (01-10.2) Authorizing Purchase of Easements and Property for the Runway 7-25 Safety Area Project – for Fee Acquisition of Parcel #94 Located at 1040 Brentwood Road, Jackson, Michigan (George and Weda Hatler)

Attachments: *Memo from Airport Manager and Attachments *Resolution (01-10.2)

B. Budget Retreat Meeting Dates – February 16 – 5:00 p.m. (prior to Board meeting) – March 5 – 7:30 a.m. (Study Session)

Attachments: None.

- C. Revised Policies
 - 1. Board Rule 4090 Appointments to Boards/Commissions
 - 2. Administrative Policies:
 - 5050 Absences of Department Heads Reporting to Outside Boards and Commissions
 - 5060 Department Head Agenda Requests
 - 5070 Conference and Travel Expenses
 - 5080 Communications
 - 5090 Fees and Rate Schedules

Attachments: *Policies 4090, 5050, 5060, 5070, 5080, 5090 Regular Board Meeting Agenda January 19, 2010 Page 4

- 16. **PUBLIC COMMENTS**
- 17. COMMISSIONER COMMENTS
- 18. **CLOSED SESSION** None.
- 19. ADJOURNMENT

MINUTES JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING December 15, 2009 5:00 p.m. County Commission Chambers

- 1. **CALL TO ORDER** Chairman Shotwell called the December 15, 2009 meeting of the Jackson County Board of Commissioners to order at 5:01 p.m.
- 2. INVOCATION by Commissioner David Lutchka
- 3. **PLEDGE OF ALLEGIANCE** by Chairman Steve Shotwell
- 4. ROLL CALL County Clerk Amanda Riska

(12) Present. Commissioner Herl, Lutchka, Kruse, Duckham, Poleski, Videto, Mahoney, Williams, Smith, Way, Elwell and Shotwell.

5. **APPROVAL OF AGENDA**

Administrator/Controller Treacher asked that the Agenda be Amended to Add a Special Meeting of the Personnel and Finance Committee to consider Budget Adjustments submitted for Dept on Aging, and Parks.

Moved by Mahoney, supported by Way for Approval of the Agenda as Amended. Motion carried unanimously.

6. AWARDS & RECOGNITIONS

- A. Holiday Music Presentation by the Lumen Christi High School Choir (Under the direction of Roxanne Bruner)
- 7. **COMMUNICATIONS/PETITIONS** None.

8. SPECIAL ORDERS/PUBLIC HEARINGS – None.

9. **PUBLIC COMMENTS**

Roger Gaede expressed appreciation for support of commission for Jackson County Parks. He also expressed desire to be reappointed to Parks Commission.

Kyle Jansen expressed desire to be appointed to Parks Commission and Region 2 Planning.

Rick Sigers asked the Board not to vote for him to serve on Parks Board. He would like to be appointed to Region II Planning Commission if position became available.

John Hurd stated he would like to be reappointed to the Road Commission.

Tom Davis asked for reappointment to the Airport Board.

10. SPECIAL MEETINGS OF STANDING COMMITTEES

The meeting adjourned briefly to allow for the members of the Personnel and Finance Committee to meet behind Cmr. Videto's seat.

11. **MINUTES** - Minutes of the 11/17/09 Regular Meeting of the Jackson County Board of Commissioners

Moved by Mahoney, supported by Duckham to Approve the Minutes of the 11/17/09 Regular Meeting of the Jackson County Board of Commissioners. Motion carried unanimously.

12. CONSENT AGENDA

Moved by Mahoney, supported by Duckham **for Approval of the Consent Agenda.** Roll Call: (12) Yeas. Motion carried unanimously.

A. County Affairs

- 1. Resolution (12-09.23) MDNR Project Agreement Addendum for the Lime Lake County Park Parking Project
- B. County Agencies None.
- C. Human Services
 - 2. County Contribution for the Jackson County Substance Abuse Prevention Coalition in the Amount of \$15,000
- D. Personnel & Finance
 - 3. Bid Summary for Short Term and Long Term Disability Insurance Coverage
 - 4. Service Agreement for New Employee Assistance Program
 - 5. Adjustment for the 2010 Budget to include Appropriations at Half the 2009 Amount to the Conservation District, RSVP, and Food System Economic Partnership
 - 6. Budget Adjustments
 - a. Child Care Fund Budget Adjustment
 - b. General Fund Wage Float Budget Adjustment
 - 7. **Claims** 11/1/09 11/30/09

13. **STANDING COMMITTEES**

Moved by Mahoney supported by Way to Accept Entire Slate as Recommended by County Affairs for the Appointments, With the Exception of the Region 2 Planning Commission. Roll Call: (12) Yeas. Motion carried unanimously.

- A. County Affairs Commissioner Dave Lutchka
 - 1. Appointments
 - a. Airport one public Member, term to 12/2011

Commissioner Lutchka stated that the committee recommended Tom Davis. Minutes Jackson County Board of Commissioners December 15, 2009

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No other nominations from the floor. Tom Davis appointed.

b. **Department on Aging Advisory Council**, seven public members, terms to 12/2011.

Commissioner Lutchka stated that the committee recommended Joe Evans, Diana Liechty, Troy Ganton, Robert Tavalsky, and Peggy Younglove. *Joe Evans, Diana Liechty, Troy Ganton, Robert Tavalsky, and Peggy Younglove appointed.*

c. **District Library** – one public member and one city/county alternating member, terms to 12/2013

Commissioner Lutchka stated that the committee recommended Theodore Kolman and Darrell Durham. No other nominations from the floor. *Theodore Kolman and Darrell Durham appointed.*

d. Hospital Finance Authority, four public members, terms to 12/2010

Commissioner Lutchka stated that the committee recommended Karen Coffman and Randy Treacher. No other nominations from the floor. *Karen Coffman and Randy Treacher appointed.*

e. Mid South Substance Abuse Comm. – one commissioner member, term to 12/2011

Commissioner Lutchka stated that the committee recommended Cliff Herl. No other nominations from the floor. *Cliff Herl appointed.*

e. Parks - two public members, terms to 12/2012

Commissioner Lutchka stated that the committee recommended Roger Gaede and Kyle Jansen. No other nominations from the floor. *Roger Gaede and Kyle Jansen appointed.*

f. Region 2 Planning Commission – three public members, terms to 12/2012

Commissioner Lutchka stated that the committee recommended Kyle Jansen. Cmr. Duckham nominated Rick Sigers. Cmr. Kruse nominated Robert Sutherby.

Moved by Lutchka supported by Smith to Appoint Kyle Jansen, Rick Sigers, and Robert Sutherby. Roll Call: (12) Yeas. Motion carried unanimously.

Kyle Jansen, Rick Sigers, and Robert Sutherby appointed.

g. Road Commission - one public member, term to 12/2015

Commissioner Lutchka stated that the committee recommended John Hurd. No other nominations from the floor. *John Hurd appointed.*

h. Traffic Safety - one public member, term to 12/2011

Commissioner Lutchka stated that the committee recommended Paul Garcia. No other nominations from the floor. *Paul Garcia appointed.*

- B. County Agencies Commissioner Gail W. Mahoney None.
- C. Human Services Commissioner Mike Way None.
- D. Personnel and Finance Commissioner James Videto

Moved by Videto, supported by Herl to Approve the Budget Adjustments Presented at the Special Meeting of the Personnel and Finance Committee for the Parks 208 and 215 Fund, and Dept on Aging. Roll Call: (12) Yeas. Motion carried unanimously.

14. UNFINISHED BUSINESS – None.

15. **NEW BUSINESS**

A. Resolution (12-09.27) Property and Easement Acquisitions Runway 7-25 Safety Area Project

Moved by Herl, supported by Kruse to Approve Resolution (12-09.27) Property and *Easement Acquisitions Runway* 7-25 Safety Area Project. Roll Call: (12) Yeas. Motion carried unanimously.

B. Contract Ratification for POLC and COAM

Moved by Mahoney, supported by Duckham to Approve Contract Ratification for **POLC and COAM.** Roll Call: (12) Yeas. Motion carried unanimously.

C. Revised Policies

- 1. Personnel Policy:
 - 3220 Nepotism
 - Administrative Policies:
 - 5010 Legal Services
 - 5015 Legal Review
 - 5020 Personal & NSF Checks
 - 5030 Deposit of Departmental Revenues
 - 5040 Freedom of Information

Moved by Mahoney, supported by Herl to Approve Policies 3220, 5010, 5015, 5020, 5030, and 5040. Roll Call: (12) Yeas. Motion carried unanimously.

16. **PUBLIC COMMENTS**

Roger Gaede thanked the Board for their support of his appointment.

Pamela McCrum thanked the Board for reallocating funds to the RSVP.

Kelsey Haynes from the Substance Abuse Coalition introduced herself and expressed desire to work with the County.

17. COMMISSIONER COMMENTS

Cmrs. Lutchka, and Williams wished everyone a Merry Christmas.

Cmr. Mahoney expressed her thanks for everyone's support and prayers during her most recent surgery, and their expression of condolences for the loss of her father in-law.

Cmr. Duckham thanked the RSVP Program for the service they provide.

Chaiman Shotwell wished everyone a safe and Merry Christmas. He thanked the Board for the great year and looks forward to another productive year in 2010.

18. **CLOSED SESSION** – None.

19. ADJOURNMENT

Chairman Shotwell adjourned the December 15, 2009 meeting of the Jackson County Board of Commissioners at 5:30 p.m.

James E. Shotwell – Chairman, Jackson County Board of Commissioners

Amanda L. Riska – County Clerk

Respectfully submitted by Carrianne VanDusseldorp – Chief Deputy County Clerk

MINUTES JACKSON COUNTY BOARD OF COMMISSIONERS MEETING Organizational Meeting January 4, 2010, 9:00 a.m. County Commission Chambers

 CALL TO ORDER – County Clerk Amanda L. Riska called the January 4, 2010, Organizational Meeting of the Jackson County Board of Commissioners to order at 9:00 a.m.

2. **INVOCATION** – Commissioner Cliff Herl

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL – County Clerk Amanda Riska

(12) Present. Commissioner Herl, Lutchka, Kruse, Duckham, Poleski, Videto, Shotwell, Mahoney, Williams, Smith, Way, and Elwell.

5. APPROVAL OF AGENDA

Moved by Mahoney, supported by Duckham for Approval of the Agenda. Motion carried unanimously.

6. **PUBLIC COMMENT**

None

7. ELECTION OF CHAIRPERSON

Moved by Poleski, supported by Lutchka to Nominate Commissioner James Shotwell for Chairperson. No other nominations from the floor. Roll Call: (12) Yeas. Motion carried unanimously.

8. ELECTION OF VICE CHAIRPERSON

Moved by Elwell, supported by Videto to Nominate Commissioner Earl Poleski for Vice Chairperson. No other nominations from the floor. Roll Call: (12) Yeas. Motion carried unanimously.

9. DESIGNATION OF STANDING COMMITTEE APPOINTMENTS

Moved by Mahoney, supported by Lutchka to Concur with the Chair's **Recommendations for Standing Committee Appointments.** Roll Call: (12) Yeas. Motion carried unanimously.

> Minutes Jackson County Board of Commissioners Organizational Meeting January 4, 2010 Page 1 of 3

County Affairs

David F. Lutchka – Chairperson Clifford E. Herl – Vice Chairperson Philip S. Duckham, III David K. Elwell Patricia A. Smith

Human Services

Michael J. Way – Chairperson Jonathan T. Williams – Vice Chairperson Clifford E. Herl Jeffrey D. Kruse Patricia A. Smith

County Agencies

Gail W. Mahoney – Chairperson Philip S. Duckham, III – Vice Chairperson Jeffrey D. Kruse James C. Videto Jonathan T. Williams

Personnel & Finance

James C. Videto – Chairperson David K. Elwell – Vice Chairperson Gail W. Mahoney David F. Lutchka Michael J. Way

10. COMMISSIONER APPOINTMENTS TO OTHER BOARDS/COMMITTEES

Chairman Shotwell advised the Commissioners that Cmr. Kruse was moving from the alternate seat to a regular seat on the South Central Michigan Works! Board, and they will solicit Commissioners who would like to serve to the business meeting in January to fill the alternate seat.

Moved by Mahoney, supported by Williams to Elect the Entire Slate as Presented for Commissioner Appointments to Other Boards/Committees. (12) Yeas. Motion carried unanimously.

A. Airport Board - Term expires 1/2012: Earl Poleski and Steve Shotwell nominated. No other nominations from the floor. Earl Poleski and Steve Shotwell appointed.

B. Board of Public Works – Term expires 1/2013: Phil Duckham nominated. No other nominations from the floor. Phil Duckham appointed.

C. Fair Board – Term expires 1/2013: Jim Videto nominated. No other nominations from the floor. Jim Videto appointed.

D. Hospital Finance Authority – Term 1/2011: Gail Mahoney nominated. No other nominations from the floor. Gail W. Mahoney appointed.

E. Judges Meetings – Term expires 1/2011: Gail Mahoney nominated. No other nominations from the floor. Gail W. Mahoney appointed.

F. Policy Committee – Term expires 1/2013: Cliff Herl nominated. No other nominations from the floor. Cliff Herl appointed.

G. Region 2 Planning Commission – 2 positions – Each term expires 1/2013: Jeff Kruse and Cliff Herl nominated. No other nominations from the floor. Jeff Kruse and Cliff Herl appointed.

H. South Central Michigan Works! – 4 positions (Including Alternate) – Each term expires 1/2011: Cliff Herl, Jim Videto, and Jeff Kruse nominated. No other nominations from the floor. Cliff Herl, Jim Videto, and Jeff Kruse appointed.

Minutes Jackson County Board of Commissioners Organizational Meeting January 4, 2010 Page 2 of 3 **I. Supervisor's Liaison (Chair Appointment) – Term expires 1/2011:** Jon Williams recommended. Jon Williams appointed.

11. APPROVE MEETING SCHEDULES FOR 2010

Moved by Mahoney, supported by Williams to Approve the Meeting Schedules for **2010.** Motion carried unanimously.

12. ADOPT RESOLUTION (01-10.1) TO WAIVE ADMINISTRATION FEE AND INTEREST FOR SENIOR CITIZENS

Moved by Mahoney, supported by Herl to Adopt Resolution (01-10.1) to Waive Administration Fee and Interest for Senior Citizens. Roll Call: (12) Yeas. Motion carried unanimously.

13. APPOINT THE COUNTY ADMINISTRATOR/CONTROLLER AS THE FREEDOM OF INFORMATION OFFICER AS REQUIRED BY STATE STATUTE

Moved by Mahoney, supported by Duckham to Appoint the County Administrator/ Controller as the Freedom of Information Officer as Required by State Statute. Motion carried unanimously.

14. PUBLIC COMMENT

None

15. **ADJOURNMENT**

Chairman Shotwell adjourned the January 4, 2010 Organizational Meeting of the Jackson County Board of Commissioners at 9:07 a.m.

James E. Shotwell – Chairman, Jackson County Board of Commissioners

Amanda L. Riska – County Clerk

Respectfully submitted by Carrianne VanDusseldorp – Chief Deputy County Clerk



December 28, 2009

To: County Board of Commissioners Randy Treacher, County Administrator

From: Karen Coffman, Land Bank Authority Chair

RE: Letter of Intent to Acquire 2008 and 2009 Foreclosed Unsold parcels

The Land Bank Authority (LBA) is interested in acquiring a total of 42 parcels from the 2008 and 2009 Foreclosure cycles. All of these parcels have been offered for sale at the September and October auctions and did not sell; therefore, the LBA wishes to acquire these parcels. I have attached two separate listings of these properties with further details such as the status of the property and what the intended use of the property will be as recommended by the LBA Board.

Please note the majority of the parcels from the **2008** cycle are vacant lots. The intended future use for these parcels is to contact adjacent property owners to offer as a side lot and or to bank or hold these properties for future redevelopment in the area.

The Riverwalk Hotel has been included in this listing. The LBA is recommending that these parcels be transferred to the land bank for two specific reasons. The first, once a parcel is transferred to the LBA, the taxes are no longer assessed on the property, which in turn means that the County would not need to continue to incur the expense of paying property taxes on these parcels. The second reason is that if the LBA were the owner, it may prove easier to obtain funding for demolition of the structure/hotel. Further research is warranted, but, the LBA vehicle has more flexibility and may qualify for funding that the County proper may not. Redevelopment of the hotel is not the future intended use for these parcels. County administration has been meeting with the City of Jackson, Allegiance Health, the Enterprise Group and Region II Planning to discuss possible funding resources for demolition of the hotel.

The majority of the parcels from the **2009** cycle will also be vacant lots once demolition of the existing structures is complete. The intended future use for these parcels is to contact adjacent property owners to offer as a side lot and or to bank or hold these properties for future redevelopment in the area. There are 4 parcels with houses on them. These four houses in the City of Jackson will be offered for sale through the LBA.

Please review the information and if you have any questions, please do not hesitate to inquire.

If the board supports this request, we would then prepare a resolution for the full Board of Commissioners to approve the acquisition.

Sincerely,

Karen A. Coffman Jackson County Land Bank Authority Chair

2008 Foreclosed Parcels Not Sold							
Unit	Parcel#	Address	Status	Future use			
Summit (1)	420-13-01-203-013-00	Henrietta St	vacant lot	Side lot transfer			
City (23)	1-0284	514 Jay St	vacant lot	Hold / Art Moehn			
	4-0532	309 W Wilkins	vacant lot	Side lot transfer			
	4-0544.01	W Wilkins St	vacant lot	Side lot transfer			
	4-0905	1017 Williams St	vacant lot	Side lot transfer			
	4-0938	1219 Maple Ave	vacant lot	Side lot transfer			
	5-0685	112 Rockwell St	vacant lot	Side lot transfer			
	5-0695	1110 Francis St	vacant lot	Side lot transfer			
	5-0697	1118 Francis St	vacant lot	Side lot transfer			
	5-0698.1	1200 Francis St	vacant lot	Side lot transfer			
	5-1425	1514 S Milwaukee St	vacant lot	Side lot transfer			
	5-1603	Damon St	vacant lot	Side lot transfer			
	5-20480	210 E Addison St	vacant lot	Side lot transfer			
	5-20510	S Milwaukee St	vacant lot	Side lot transfer			
	5-21340	1315 Eggleston St	vacant lot	Side lot transfer			
	6-0466	1414 Deyo St	vacant lot	Side lot transfer			
	7-0001.1A	1 Jackson Square	Hotel	Hold for demo			
	7-0001-2	1 Jackson Square	Hotel	Hold for demo			
	7-0001.3	1 Jackson Square	Hotel	Hold for demo			
	7-0245	610 Homewild Ave	vacant lot	Side lot transfer			
	7-0440	208 N Van Dorn St	vacant lot	Side lot transfer			
	7-0441	611 Detroit St	vacant lot	Side lot transfer			
	7-0578	526 Quarry St	vacant lot	Side lot transfer			
	8-1165	N Pleasant St	vacant lot	Side lot transfer			

2009 Foreclosed Parcels Not Sold						
•• · · ·			· ···.4. · · · · · · · · · · · ·			
Unit	Parcel#	Address	Misc		Status	Future use
Leoni (1)	000-14-13-411-014-000	3552 Gaylord Dr			trailer to be removed	greenspace
<u>City (17)</u>	1-0824 2-1508	425 St Clair 710 Lansing Ave	NSP \$ Demo NSP \$ Demo	Demo Completed	Vacant lot Vacant lot	Side lot transfer Side lot transfer
	3-0153 4-0114 4-0620	710 Second St 126 W Mason St 1002 S Jackson	NSP \$ Demo	HOUSE Demo Completed HOUSE	HOUSE Vacant lot HOUSE	sell Side lot transfer sell
	4-1269 4-1531 5-0581	304 Harwood St 156 Randolph St 209 E Biddle St	NSP \$ Demo NSP \$ Demo	HOUSE pending demo Demo Completed	HOUSE Vacant lot Vacant lot	sell Side lot transfer Side lot transfer
	5-0630 5-1503	916 Francis St 116 W Robinson	NSP \$ Demo	HOUSE pending demo	HOUSE	sell Side lot transfer
	5-1559 5-1773	122 W Mansion St 206 E Euclid St	NSP \$ Demo NSP \$ Demo	in process of demo Demo Completed	Vacant lot Vacant lot	Side lot transfer Side lot transfer
	5-1869 7-0247 7-0296	2005 Francis St 609 Burr St 414 N Columbus St	NSP \$ Demo NSP \$ Demo NSP \$ Demo	pending demo pending demo pending demo	Vacant lot Vacant lot Vacant lot	Side lot transfer Side lot transfer Side lot transfer
	7-1077 8-20050	201 Orange St 319 Marshall St	NSP \$ Demo NSP \$ Demo	Demo Completed Demo Completed	Vacant lot Vacant lot	Side lot transfer Side lot transfer
						18

Memorandum

December 31, 2009

To: Jackson County Commissioners

From: Connie Frey, IT Director

Re: Service License Agreements (SLA) for 2010 Revenue

Please find attached three Agreements for Service for your approval.

The SLA with Land Bank Authority is for the creation and maintenance of a website. The charges are \$2,500 for the creation and \$75.00 per hour for maintenance.

The SLA for Jackson County Road Commission is for IT support services to be billed at \$2,450 per month for 30 hours support and an on call technician. There will be a \$75.00 per hour charge for services exceeding 30 hours in a month.

The SLA for Jackson Country Medical Care Facility is for IT support services to be billed at \$1,200 per month. There will be a \$75.00 per hour charge for services exceeding 16 hours per month.

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") dated this _____ day of

BETWEEN

Jackson County Medical Care Facility of 524 Lansing Avenue, Jackson, Michigan, 49201 (the "Customer")

OF THE FIRST PART

- AND -

Jackson County IT of 120 W. Michigan Ave., Jackson, Michigan, 49201 (the "Service Provider")

OF THE SECOND PART

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of Troubleshooting and support of the network and server environment. To include installation of software upgrades as requested, backups of server software, and installation of new computers. Hours in excess of 16 per month will be billed at \$75.00 per hour. and such other services as the Customer and the Service Provider may agree upon from time to time (the "Services"). The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

- 2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until ; subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.
- 3. In the event that the Service Provider wishes to terminate this Agreement at a date before }, they will be required to provide a notice period of 2 weeks.
- 4. Except as otherwise provided in this Agreement, the obligations of the Service Provider will terminate upon the earlier of the Service Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Service Provider.

Performance

5. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

- 6. For the services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider compensation amounting to \$1200.00 per month.
- 7. This compensation will be payable on a monthly basis, while this Agreement is in force.
- 8. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

9. The Service Provider understands that the Service Provider's compensation as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all services performed by the Service Provider and for the performance of all the Service Provider's promises and obligations under this Agreement.

Confidentiality

10. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

Non-Competition

11. Other than with the express written consent of the Customer, which will not be unreasonably withheld, the Service Provider will not, during the continuance of this Agreement or within 1 year after the termination of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Customer, divert or attempt to divert from the Customer any business the Customer has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to termination of this Agreement.

Non-Solicitation

- 12. Any attempt on the part of the Service Provider to induce to leave the Customer's employ, or any effort by the Service Provider to interfere with the Customer's relationship with its employees or other service providers would be harmful and damaging to the Customer.
- 13. The Service Provider agrees that during the term of this Agreement, the Service Provider will not in any way directly or indirectly:
 - a. induce or attempt to induce any employee or other service provider of the Customer to quit employment or retainer with the Customer;
 - b. otherwise interfere with or disrupt the Customer's relationship with its employees or other service providers;
 - c. discuss employment opportunities or provide information about competitive employment to any of the Customer's employees or other service providers; or
 - d. solicit, entice, or hire away any employee or other service provider of the Customer.

Ownership of Materials

- 14. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.
- 15. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

<u>Return of Property</u>

16. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

17. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

18. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

19. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

<u>Notice</u>

- 20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
 - a. Jackson County Medical Care Facility
 524 Lansing Avenue, Jackson, Michigan, 49201
 - b. Jackson County IT
 120 W. Michigan Ave., Jackson, Michigan, 49201

or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

21. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

24. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

25. The Service Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

<u>Enurement</u>

26. This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

27. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars

Titles/Headings

28. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

<u>Gender</u>

29. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

30. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Michigan, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

<u>Waiver</u>

32. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this _____ day of

SIGNED, SEALED AND DELIVERED in the presence of

Jackson County IT

Per: _____(Corp seal)

Jackson County Medical Care Facility

Per: _____ (Corp seal)

Witness

Witness

©2002-2007 LawDepot^{тм}

AGREEMENT FOR SERVICE

Land Bank Authority (the "Customer")

OF THE FIRST PART

- AND"-

Jackson County IT of 120 W. Michigan Ave,, Jackson, Michigan, 49201 (the "Service Provider")

OF THE SECOND PART

BACKGROUND:

- A, The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer,
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of creation of a basic website. To include training a customer administrator for the content management of such site. The base charge will be \$2,500 and then any additional modifications will be billed at \$75.00 per hour (the "Services"). The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

- 2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.
- 3. In the event that the Service Provider wishes to terminate this Agreement they will be required to provide a notice period of 1 month.
- 4. Except as otherwise provided in this Agreement, the obligations of the Service Provider will terminate upon the earlier of the Service Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Service Provider.

Performance

5. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

- 6. For *the* services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider compensation amounting to a one time fee of \$2,500 and then \$75.00 per hour as billed for future modifications.
- 7. This compensation will be payable *on* a monthly basis, while this Agreement is in force.

8. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional <u>Compensation</u>

9. The Service Provider understands that the Service Provider's compensation as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all services performed by the *Service* Provider and for the performance of all the Service Provider's promises and obligations under this Agreement.

Confidentiality

10. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

Non:Competition

11. Other than with the express written consent of the Customer, which will not be unreasonably withheld, the Service Provider will not, during the continuance of this Agreement or within 1 year after the termination of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Customer, divert or attempt to divert from the Customer any business the Customer has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to termination of this Agreement.

Non-Solicitation

- 12. Any attempt on the part of the Service Provider to induce to leave the Customer's employ, or any effort by the Service Provider to interfere with the Customer's relationship with its employees or other service providers would be harmful and damaging to the Customer.
- 13. The Service Provider agrees that during the term of this Agreement, the Service Provider will not in any way directly or indirectly:
 - a. induce or attempt to induce any employee or other service provider of the Customer to quit employment or retainer with the Customer;
 - b. otherwise interfere with or disrupt the Customer's relationship with its employees or other service providers;
 - c. discuss employment opportunities or provide information about competitive employment to any

of the Customer's employees or other service providers; or

d. Solicit, entice, or hire away any employee or other service provider of the Customer.

Ownership of Materials

14. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.

15. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

Return of Property

16. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

17. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

18. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

19. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

- 20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
 - a. _____
 - b. Jackson County IT 120 W. Michigan Ave., Jackson, Michigan, 49201

or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

21. In the event that legal action is brought to enforce or interpret any term of this Agreement, the

prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

24. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

25. The Service Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Enurement

26. This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

27. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars

Titles/Headings

28. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

<u>Gender</u>

29. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

30. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Michigan, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in

whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

<u>Waiver</u>

32. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this ______ day of

SIGNED, SEALED AND DELIVERED In the presence of

Jackson County IT

Witness

Per:_____

Land Bank Authority

Witness

Per:_____

AGREEMENT FOR SERVICE

Jackson County Road Commission

(the "Customer")

OF THE FIRST PART

- AND"-

Jackson County IT of 120 W. Michigan Ave,, Jackson, Michigan, 49201 (the "Service Provider")

OF THE SECOND PART

BACKGROUND:

- A, The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer,
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of troubleshooting and support of the network and server environment. To include desktop, server, printer and phone support along with after hours on call support. Also, the installation of software upgrades as requested, backups of server software, and installation of new computers. The charge will be \$2,450 per month for approximately 30 hours support per month and an on call technician. Any additional modifications will be billed at \$75.00 per hour (the "Services"). The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

- 2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until ______, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.
- 3. In the event that the Service Provider wishes to terminate this Agreement at a date before ______, they will be required to provide a notice period of 1 month.
- 4. Except as otherwise provided in this Agreement, the obligations of the Service Provider will terminate upon the earlier of the Service Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Service Provider.

Performance

5. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

6. For *the* services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider compensation amounting to \$2,450 per month for approximately 30 hours of support services and on call after hours support. Additional charges of \$75.00 per hour will be billed for special projects.

7. This compensation will be payable *on* a monthly basis, while this Agreement is in force.

8. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional <u>Compensation</u>

9. The Service Provider understands that the Service Provider's compensation as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all services performed by the *Service* Provider and for the performance of all the Service Provider's promises and obligations under this Agreement.

Confidentiality

10. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

Non:Competition

11. Other than with the express written consent of the Customer, which will not be unreasonably withheld, the Service Provider will not, during the continuance of this Agreement or within 1 year after the termination of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Customer, divert or attempt to divert from the Customer any business the Customer has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to termination of this Agreement.

Non-Solicitation

- 12. Any attempt on the part of the Service Provider to induce to leave the Customer's employ, or any effort by the Service Provider to interfere with the Customer's relationship with its employees or other service providers would be harmful and damaging to the Customer.
- 13. The Service Provider agrees that during the term of this Agreement, the Service Provider will not in any way directly or indirectly:
 - a. induce or attempt to induce any employee or other service provider of the Customer to quit employment or retainer with the Customer;
 - b. otherwise interfere with or disrupt the Customer's relationship with its employees or other service providers;

- c. discuss employment opportunities or provide information about competitive employment to *any* of the Customer's employees or other service providers; or
- d. Solicit, entice, or hire away any employee or other service provider of the Customer.

Ownership of Materials

- 14. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.
- 15. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

Return of Property

16. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

17. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

18. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

19. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

- 20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
 - a. _Jackson County Road Commission

_Jackson County IT 120 W. Michigan Ave.,

Jackson, Michigan, 49201

or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

21. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

<u>Time of the Essence</u>

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

24. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

25. The Service Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Enurement

26. This Agreement will ensure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

27. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

<u>Titles/Headings</u>

28. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

<u>Gender</u>

29. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

30. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance

with and governed, to the exclusion of the law of any other forum, by the laws of the State of Michigan, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

32. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this ______ day of

SIGNED, SEALED AND DELIVERED In the presence of

Jackson County IT

Witness

Per:_____

Witness

Per:_____

12/31/09

To: Ted Westmeier Health Officer, JCHD

Budget Adjustment Request (JANUARY, 2010) for FYE 9/30/10

It is my recommendation that the Health Department request budget adjustments (no net change in total \$, but several changes within JCHD orgkeys) in January, 2010 for FYE 9/30/2010 in order to reflect changes in expenses for corrections of some part time employee FTE's associated with state funded programs. These changes occurred after the budget for FYE 9/30/2010 had to be submitted. No additional county allocation funding is being requested.

Recommended Changes in Part-Time FTE's:

	Original Budget	Adjusted Budget
Alison Spencer Alison Spencer	0.4 FTE to Orgkey 221160 0.2 FTE to Orgkey 221175	0.0 FTE to Orgkey 221160 0.5 FTE to Orgkey 221175
Amy Taylor Amy Taylor	0.2 FTE to Orgkey 221301 0.5 FTE to Orgkey 221312	0.25 FTE to Orgkey 221301 0.25 FTE to Orgkey 221312
Rayette Johnson	0.25 FTE to Orgkey 221313	0.5 FTE to Orgkey 221313
Carlene Perrine	0.5 FTE to Orgkey 221341	0.6 FTE to Orgkey 221341
Karen Dods Robin Draper Patricia Ross Smith Melissa Smetana	0.4 FTE to Orgkey 221417 0.546 FTE to Orgkey 221417 0.654 FTE to Orgkey 221417 0.4 FTE to Orgkey 221417	0.5 FTE to Orgkey 221417 0.5 FTE to Orgkey 221417 0.5 FTE to Orgkey 221417 0.5 FTE to Orgkey 221417
Jennifer Hamilton	0.112 FTE to Orgkey 221451	0.15 FTE to Orgkey 221451
Cynthia Perrine	0.112 FTE to Orgkey 221451	0.15 FTE to Orgkey 221451
Katrina Pawlaczyk	0.56 FTE to Orgkey 221460	0.38 FTE to Orgkey 221460
Janelle Brown-Buchler	0.5 FTE to Orgkey 221638	0.5 FTE to Orgkey 221451

By separate e-mail attachment, I will send an Excel file with a summary of the proposed adjustments to revenues & expenditures. Upon your approval, I will also forward to Gerard the electronic or paper copies of complete detail schedules for all of the requested changes.

Please let me know if you would like any further information to submit to the Personnel & Finance

Committee or to the Administrator's Office.

Rex R. Pierce JCHD Financial Services Manager

Prepared	12/31/09- RRP
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SUMMARY OF BUDGET ADJUSTMENTS (YE 9/30/10) Health Department

Expenditure Accounts				
	Current			Amended
	Budget	Increases	Decreases	Budget
221100 - ADMINISTRATION	\$498,654	\$0	\$0	\$498,654
221160 - HEALTH EDUCATION	\$195,136	\$0	\$24,871	\$170,265
221175 - EMERGENCY PREPAREDNESS	\$316,940	\$18,654	\$0	\$335,594
221180 - EMERGENCY PREPAREDNESS PHASE III	\$322,129	\$0	\$0	\$322,129
221200 - ENVIRONMENTAL HEALTH	\$589,476	\$0	\$0	\$589,476
221300 - GENERAL NURSING	\$214,265	\$0	\$0	\$214,265
221301 - MSS/ISS (MIHP)	\$370,004	\$1,722	\$0	\$371,726
221310 - IMMUNIZATIONS	\$293,155	\$0	\$0	\$293,155
221312 - EARLY ON	\$149,798	\$0	\$8,609	\$141,189
221313 - SEXUALLY TRANSMITTED DISEASES (STD)	\$142,743	\$13,510	\$0	\$156,253
221320 - INFANT MORTALITY & PREVENTION	\$58,596	\$0	\$0	\$58,596
221341 - CHILDRENS SPECIAL HEALTH CARE SERVICES	\$92,081	\$3,438	\$0	\$95,519
221417 - HEARING & VISION	\$84,334	\$0	\$1,187	\$83,147
221451 - MEDICAID OUTREACH & ADVOCACY	\$146,763	\$3,653	\$0	\$150,416
221460 - WOMEN, INFANTS, CHILDREN (WIC)	\$552,735	\$0	\$6,310	\$546,425
221575 - SOIL EROSION	\$54,923	\$0	\$0	\$54,923
221612 - EARLY ON STIMULUS	\$83,242	\$0	\$0	\$83,242
221616 - AIDS COUNSELING & TESTING	\$35,344	\$0	\$0	\$35,344
221630 - TOBACCO REDUCTION COALITION	\$17,809	\$0	\$0	\$17,809
221634 - IMMUNIZATION ACTION PLAN	\$85,551	\$0	\$0	\$85,551
221635 - CAR SEAT PROGRAM	\$67,768	\$0	\$0	\$67,768
221655 - TEEN PREGNANCY PREVENTION	\$25,017	\$0	\$0	\$25,017
BALANCE TO COUNTY BUDGET				
Total	\$4,396,463	\$40,977	\$40,977	\$4,396,463

Increase in Expenditures by

Prepared [•]	12/31/09- I	RRP
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SUMMARY OF BUDGET ADJUSTMENTS (YE 9/30/10) Health Department

Revenue Accounts				
	Current			Amended
	Budget	Increases	Decreases	Budget
221100 - ADMINISTRATION	\$668,725	\$0	\$0	\$668,725
221160 - HEALTH EDUCATION	\$105,541	\$0	\$0	\$105,541
221175 - EMERGENCY PREPAREDNESS	\$351,858	\$0	\$0	\$351,858
221180 - EMERGENCY PREPAREDNESS- PHASE III	\$322,129	\$0	\$0	\$322,129
221200 - ENVIRONMENTAL HEALTH	\$723,160	\$0	\$0	\$723,160
221300 - GENERAL NURSING	\$49,735	\$0	\$0	\$49,735
221301 - MSS/ISS (MIHP)	\$335,500	\$0	\$0	\$335,500
221310 - IMMUNIZATIONS	\$295,416	\$0	\$0	\$295,416
221312 - EARLY ON	\$143,000	\$0	\$0	\$143,000
221313 - SEXUALLY TRANSMITTED DISEASES (STD)	\$77,963	\$0	\$0	\$77,963
221320 - INFANT MORTALITY & PREVENTION	\$61,660	\$0	\$0	\$61,660
221341 - CHILDRENS SPECIAL HEALTH CARE SERVICES	\$134,544	\$0	\$0	\$134,544
221417 - HEARING & VISION	\$54,735	\$0	\$0	\$54,735
221451 - MEDICAID OUTREACH & ADVOCACY	\$100,046	\$0	\$0	\$100,046
221460 - WOMEN, INFANTS, CHILDREN (WIC)	\$657,939	\$0	\$0	\$657,939
221575 - SOIL EROSION	\$35,385	\$0	\$0	\$35,385
221612 - EARLY ON STIMULUS	\$83,242	\$0	\$0	\$83,242
221616 - AIDS COUNSELING & TESTING	\$18,518	\$0	\$0	\$18,518
221630 - TOBACCO REDUCTION COALITION	\$20,000	\$0	\$0	\$20,000
221634 - IMMUNIZATION ACTION PLAN	\$71,001	\$0	\$0	\$71,001
221635 - CAR SEAT PROGRAM	\$61,366	\$0	\$0	\$61,366
221655 - TEEN PREGNANCY PREVENTION	\$25,000	\$0	\$0	\$25,000
BALANCE TO COUNTY BUDGET				
Total	\$4,396,463	\$0	\$0	\$4,396,463

Increase in Revenues by

Commissioner Board Appointments - January 2010

BOARD	NEW TERM <u>EXPIRES</u>	CURRENT MEMBER	<u>APPLICANTS</u>	COMMITTEE RECOMMENDED <u>APPOINTMENTS</u>
<u>Department on Aging Advisory Council</u> 1) Public Member 1) Public Member	12/2011 12/2011	Gerald Robinson Hugh Keyes	Teresa Abbey Jessie Lambdin Michael Dauter Roy Dane	Teresa Abbey Jessie Lambdin
Economic Development Corporation 1) Public Member	3/2013	Vacant – previously held by Lynn Vermeulen	Richard Craft	Richard Craft
Emergency Management Advisory Counc 1) City Council Member (City appointment)	<u>il</u> (to confirm) 12/2011	Kenneth Gaiser	Kenneth Gaiser	Kenneth Gaiser
<u>Hospital Finance Authority</u> 1) Public Member 1) Public Member	12/2010 12/2010	Tony Samon Terry Langston	Tony Samon Stephen Hirsch Thomas Daly Theodore Kolman Yong Keyes	Tony Samon Thomas Daly
Land Bank Authority (to confirm) 1) Public Member - Township Rep.	10/2010	Marston Fortress (resigned)	Denise Butler	Denise Butler
Region 2 Planning Commission 1) Commission Member 2) Commission Member	1/2013 1/2013	Steve Shotwell Gail W. Mahoney	Steve Shotwell Gail W. Mahoney	Steve Shotwell Gail W. Mahoney
South Central Michigan Works! 1) Commissioner Member (alternate)	1/2011	vacant	Pat Smith	Pat Smith

COUNTY OF JACKSON REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to:

County of Jackson -- Administrator/Controller's Office -- 6th Floor 120 West Michigan Avenue, Jackson, MI 49201 (517) 788-4335 FAX (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions. Persons who wish to serve should complete the following information.

NAME: Abbey	Teresa	
Last	First,	Middle Initial
HOME ADDRESS: 216 S Waterloo	Jackson	49201
Street	City	Zip Code
TELEPHONE: 517-414-9430		teresa.abbey@gmail.com
Home, Worl	k, Cell, or Business (Include Area Code)	E-mail Address
Name of Board(s) or Commiss	ion(s) to which Appointment is req	uested:
1. Department on Aging	2	
<u>Community Activities/Civic Orga</u>	nization/Boards/Commissions:	
Activity / Organization:	Length of Service	Position (s) Held:
R2PC Jackson	1yr served & thru 2011	Commissioner (public)
·	·	
<u>Employment:</u>		
Orion Systems, Inc.	Configuration Manager	March 1999 thru present
Current Employer:	Position:	Dates of Employment:
Education:		
Associates: Accounting and Busines	s Management	
Please indicate why you are requesting a	ppointment to this Board (s) /Commission (s):	
To be of service to my community		
· · · · · ·	· · · · · · · · · · · · · · · ·	
	helpful in considering your request for appoint	
AS Fam approaching my 60's I have	pretty good insight to the needs of the agi	ng
Teresa Jo Abbey		12/26/2009
Signature:		Date:
Bdcommapptform 8–20–08		

Pleace Type or Print With Black Ballpoint Please Type or Print With Black Ballnoint COUNTY OF JACKSONDEC REQUEST FOR BOARD OR COMMISSION PP@INTMENT County of Jackson Administrate Gontroller's Office- 6th Floor Mail or personally deliver to: 120 West Michigan Avenue, Jackson MR4920 (517) 788-4335 fax (517) 780-4755 The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions. Persons who wish to serve should complete the following information. PSSIP ambdin NAME: Jackson Middle Initial HOME COUNty 14062 49224 ADDRESS: `eau Street Zip Code 94 TELEPHONE: Lambdin Dringcom. IMI Home, Work, Cell, or Business (Include Area Code) E-mail Address Name of Board(s) or Commission(s) to which Appointment is requested: "Dept. on Aging Community Activities/Civic Organization/Boards/Commissions: Activity/Organization: Length of Service Position(s) Held: ed Methodist Church Missions chairma Dept. on Aging MSWV. Pacquette for For Seniors, active volunteer wi Employment: community and school agenc ctired educator <u>psilanti Public Schouls 1964-98</u> Current Employer: and Flight instructor - Ann Arbor Airport **Education:** SpeEd .. lei Joe Sei MA Eds Please indicate why you are requesting appointment to this Board(s)/Commission(s); participatio oy community involvement A. analyze. 50 Additional Information you feel may be helpful in considering your request for Appointment: Tn stharadein I volunteered atter schoo innish Elder's Home - manyh ever since in one capacity VS WERKI or another unterre d Have VO and -01 Signature Date **Bdcommapptform 10-13-09**

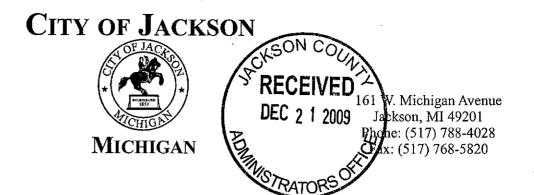
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	Y OF JACKSO	
REQUEST FOR BOARD C	OR COMMISSIO	ON APPOINTMENT
	igan Avenue, Jackson, M	
The Jackson County Board of Commissioners Persons who wish to serve s		
NAME: DAUTER	MICHAEL	 Middle Initial
NAME: <u>DAUTER</u> HOME ADDRESS: <u>420 S LAKESIJE SR</u> Street TELEPHONE: <u>313 350 7026</u> Home, Work, Cell, or Business (Incl	MICHLENTER	<u>49254</u> Zip Code
TELEPHONE: <u>313 350 7026</u>	MIKE	Zip Code 51 PA 47 D YAHOO, COM
Home, Work, Cell, or Business (Inc	lude Area Code)	E-mail Address
Name of Board(s) or Commission(s) to which	Appointment is requeste	<u>d</u> :
1. AGING 2.		3,
Community Activities/Civic Organization/Boards/ Activity / Organization: Ler	Commissions: gth of Service	Position (s) Held:
······	· · · · · · · · · · · · · · · · · · ·	
Employment:		
4th COAST ADJUSTING CO	JUNER	FEB 09 - CURRENT
Current Employer:	Position:	Dates of Employment:
Education:		
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Mille Marine Signature		Date:
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Submit	Reset	

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	COUNTY OF JAC	
REQUEST FOR B	OARD OR COMM	IISSION APPOINTMENT
	ounty of Jackson Administrate 0 West Michigan Avenue, Jac	
The Jackson County Board of Cor Persons who wish to serve should		uals to numerous Boards and Commissions. mation.
NAME: DANE	Roy First	A.F. Middle Initial
ADDRESS: 4208 CANTAR	SURY LANE JAC	KSON, MI 49203 Zip Code
TELEPHONE: (SI) 914	- 1393	· · · · · ·
Ноте (Include Area Coa]e)	Work or Business (Include Area Code)
<u>Name of Board(s) or Commission(</u>	s) to which Appointment is F	Requested:
DACKSON COUNTY ADVISORY COUNCIL ON AG		3
Community Activities/Civic Organiza Activity/Organization:	Length of Member	Position(s) Held:
JACKSON AUDURON SOCIETY	U	
Employment:		
RITZ CAMERA Current Employer:	SALES ASSOCIATE Position:	<u>8/28/01 - 05/23/09</u> Dates of Employment:
Education:		
ASSOCIATE OF SCIE	NCE	
Please indicate why you are requesting appoint		
I LIKE THE PEOPLE	AT THE CENTER	AND MY MOTHER COES
THERE ALMOST EVERY	Y DAY	
Additional Information you feel may be helpf		pointment:
VOLUNTEER AT H.O.M	E.S AT DEPARTIME	NT ON AGING
He (1) He	P	12/31/09
Signature:		Date:
Bdcommapp4form1101		

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	COUNTY OF JACKS	ON
REQUEST FOR	BOARD OR COMMISS	
Mail or personally deliver to:	County of Jackson Administrator/ 120 West Michigan Avenue, Jackson (517) 788-4335 FAX (517)	, MI 49201
The Jackson County Board of Persons whe	Commissioners appoints individuals to wish to serve should complete the fo	o numerous Boards and Commission llowing information.
NAME: Craff	Fish	Middle Initiat
HOME ADDRESS: 4911 Count	Fy Lane Jackson	49201
TELEPHONE: <u> </u>	City 7-0077 c, Cell, or Business (Include Area Code)	Zip Code DMCa) Craft Agerry E-mail Address
	ion(s) to which Appointment is reques	ited:
EDC Board	2	
Community Activities/Civic Orga	nization/Boards/Commissions:	Position (s) Held:
county National Bo	nKAilbouli 6 years	Advisory Board
Ella Sharp Music	m Grans	VP
Employment: Formily Sey	uice of Jackson Gyrars	V.P.
The Graft Agency Current Employer: Inc.	VP Position:	1985-2009 Dates of Employment:
Education:	<i>ي</i> ا/	
Hillsofall Co	s/Hae	
/	opointment to this Board (s) /Commission (s):	4,
to be Involu	UN THE COMPANY	<u>/</u>
Additional Information you feel may be h	elpful in considering your request for appointmen	t:
		· · · · · · · · · · · · · · · · · · ·
Signature:		December 15, 2009 Date:
tdconumspptform 8-20-08		

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Office of Mayor Karen F. Dunigan

December 16, 2009

Jackson County Board of Commissioners c/o Randy Treacher, Administrator 120 W. Michigan Avenue Jackson, MI 49201

Dear Board of Commissioners

SUBJECT: Emergency Measures Council/Local Emergency Planning Committee

Pursuant to the Jackson County Commission Emergency Management Resolution (1/21/97), a City Councilmember is appointed to the Advisory Council by the Jackson County Board of Commissioners to serve for a period of two years.

At their December 15, 2009, meeting the City Council approved to recommend City Councilmember Kenneth Gaiser for a two-year term on the Emergency Measures Council.

Also, the City Council recommends Councilmember Robert Howe to the Local Emergency Planning Committee.

Your consideration of this recommendation is appreciated.

Sincerely,

Karen F. Dunigan Mayor

KFD:skh

Bdcommapptform1101

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REQUEST FOR	COUNTY OF JACK BOARD OR COMMIS	SON SION APPOINTMENT
Mail or personally deliver to:	County of Jackson Administrator/C 120 West Michigan Avenue, Jackso	80
	Commissioners appoints individua sh to serve should complete the fo	
NAME: Samon	Anthony	J Middle Initial
ADDRESS: 4311 Donnelly R. Street	oad Jackson ^{City}	49201 Zip Code
TELEPHO <u>NE: (517)764-1</u>	482	(517)784-4800
Home (Include Are		Work or Business (Include Area Code)
Name of Board(s) or Commissio	on(s) to which <u>Appointment is requ</u>	uested:
1. Hospital Finance Authority	2.	3.
Community Activities/Civic Organ	<u> </u>	
Activity/Organization:	Length of Member	Position(s) Held:
Building Authority	9 years	Chairman, Treasurer, Secretary
Hospital Finance Authority	1 year	Board Member
Employment:		
Community Action Agency	Chief Financial Officer	January 2002 - Present
Current Employer:	Position:	Dates of Employment:
Education:		
Eastern Michigan University - BBA, N	Iajor in Accounting, Certified Public Acc	countant, Member AICPA, MACPA
Please indicate why you are requesting ap	pointment to this Board/Commission:	
I hope to continue to work on the imp- municipal finance and business. I am have a significant benefit from using r	aware of the severe financial constraints t	hority using my experience working in the facing all municipalities and feel the County will
Additional Information you feel may be he	elpful in considering your request for Appoint	ment:
Signature:		Date:

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	COUNTY OF JACK	
REOUEST FOR	BOARD OR COMMIS	SSION APPOINTMENT
Aail or personally deliver to:	County of Jackson – Administrat 120 West Michigan Avenue, Jacks	tor/Controller's Office 6 th Floor
Persons wh	to wish to serve should complete the	lls to numerous Boards and Commissions. • following information.
NAME: HIRSCH	Stephen	
HOME ADDRESS: 5132 N.	BARDISTON E JACKSO.	T Middle millind N 49201 Zip Code 517-W 5teve the-hirsch family 10 E-mail Address
TELEPHONE: (51)782-	0541-H (517) 788-0.	517-W steveethehirsch femily 10
Home, We	rk, Cell, or Business (Include Area Code)	E-mail Address
Name of Board(s) or Commis	<u>ision(s) to which Appointment is req</u>	<u>uuested</u> :
HUSPITAL FINANCE		3
	ganization/Boards/Commissions: Length of Service	Position (s) Held:
Activity / Organization:	5	
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huich or JACKSON	AU years	
Leodership Mucruga	Illumni TISZ 10 years	(IKULDEV
Employment:		
Consumers Energy	Manageo of Electric	Custorgev 188 - tresent
Current Employer:	Choice Opera fior	- Customer 188 - Present Dates of Employment:
Education:		
1987-MA-Michigen	June 1700-11-1111	high Stik University
Please indicate why you are requesting As a life lang count and expositise to the	; appointment to this Board (s) /Commission (s) JE HFA ;	insted in bringing my experie
Additional Information you feel may	be helpful in considering your request for appoi	intment:
	<u></u>	-
1	10	
Abrill	<u> </u>	December 26, 2009 Date:
		LANC.
Hdcommepptform 3-20-08		

	COUNTY OF JACK	KSON SSION APPOINTMENT
	County of Jackson Admin 120 West Michigan Avenue (517) 788-4335 fax (517)	
		individuals to numerous Boards and mplete the following information.
NAME: <u>DAIY</u>	Thomas	Middle Initial
HOME ADDRESS: 411 5, 41 Street	,	49203 Zip Code
TELEPHO <u>NE: 517 - 784 -</u> Home, Work, Cell, or Bu	- <i>O</i> 817 Isiness (Include Area Code)	TDALY@UMICH. EDK E-mail Address
Name of Board(s) or Commissio		is requested:
1. Hospital Finance Authorit	۲ <u>۲</u> <u>۲</u>	3.
Community Activities/Civic Organi Activity/Organization: <u>Hospics</u> <u>Hospics</u> <u>Hation & Coung Cancer Network</u>	Length of Service	Position(s) Held: <u>V.P. of Boerd</u> Member Preduct/SUC Comm.
Employment: UNIVERSITY of MICHIGAN Current Employer: Health System	n <u>Contract officer</u> N Position:	
Education: <u>BBA</u> - Western MICI- Please indicate why you are requesting ap <u>37</u> years Heatth Ca	ppointment to this Board(s)/Commis	A Eastern Michigon (ANIV sion(s): Held Various Bd Memberships
Additional Information you feel may be he	lpful in considering your request for	Appointment:
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Bdcommapptform 10-13-09		Date

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COUNTY OF JACKSON
REQUEST FOR BOARD OR COMMISSION APPOINTMENT
Mail or personally deliver to: County of Jackson Administrator/Controller's Office- 6 th Floor 120 West Michigan Avenue, Jackson, MI 49201 (517) 788-4335 fax (517) 780-4755
The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions. Persons who wish to serve should complete the following information.
NAME: Koliman Theodore R Last First Middle Initial
HOME ADDRESS: 5825 Kibby LA MEKSON 49201 Street City Zip Code
TELEPHONE: 517-7509349, SIT 7631695, 547, 8476850 telk_Trebotmil.c
Home, Work, Cell, or Business (Include Area Code) E-mail Address
Name of Board(s) or Commission(s) to which Appointment is requested:
1. Hospitan Findance Arthonity 3.
Community Activities/Civic Organization/Boards/Commissions:
Activity/Organization: Length of Service Position(s) Held: Find And Company (ID2) 2/2 years Brand Manher / Company fee
Community Action Azing - Dispite Resolution 4445 Aldiport - Swigh Clany Count
Center Songe Stream Syn, Board Member, Charitman
Employment:
Ruthing Planning Speciality 14 Register 6 485 Current Employer: Position: Dates of Employment:
Education: Amburg Colling BA, Psychology; Whantow Avging School MBA Pinnany, MNIV. OF Kanning un Please indicate why you are requesting appointment to this Board(s)/Commission(s):
My Anch of upertise his in Adurting on Brisneral pruduce, During my tenenes All Board
My Mich of upertise his in Adustria on BrisnerAl prudence, During my teneres All Booms I have served on the entity has been on or Unien Buest; their endowmails have universed Additional Information you feel may be helpful in considering your request for Appointment:
Additional information you feel may be nelpful in considering your request for Appointment: <u>Februcy</u> : <u>JDL - Ishukan Lassimmingon</u> , <u>MRCABL</u> Jim Relancy <u>WP Bps</u> , <u>Milie way</u> , <u>Openanim</u> , <u>VB</u> Londa Stage - Svisn Munphy, <u>Bresident</u> ; <u>Raw Holt</u> , <u>Dikedan</u> <u>Lomm Minon - Dispute Regulution - Matter Stavicy</u> <u>Signature</u> <u>Signature</u> <u>Row Brooks</u> <u>Date</u>
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Signature Now Brooks Date
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COUNTY OF JACKSON REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to:

County of Jackson -- Administrator/Controller's Office -- 6th Floor 120 West Michigan Avenue, Jackson, MI 49201 (517) 788-4335 FAX (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions. Persons who wish to serve should complete the following information.

NAME: KEYES	YONG	
Last	First,	Middle Initial
HOME ADDRESS: 8490 VANHORNE ESTATES DRI	VE RIVES JUNCTION	49277
Street	City	Zip Code
TELEPHONE: 517-569-8607		YFKEYES@CMSENERGY.COM
Home, Work, Cell, or Busin	ess (Include Area Code)	E-mail Address
Name of Board(s) or Commission(s) to w	hich Appointment is reque	ested:
1. HOSPITAL FINANCE AUTHORITY 2.		3
Community Activities/Civic Organization/Bo Activity / Organization:	pards/Commissions: Length of Service	Position (s) Held:
Employment: CONSUMERS ENERGY TEC Current Employer: Education:	CHNICAL ANALYST II Position:	APRIL 29, 2002 - PRESENT Dates of Employment:
 MBA FINANCE, EASTERN MICHIGAN UNIVER	SITY	
Please indicate why you are requesting appointment to HAVE AN INTEREST, WILLING TO SERVE		
Additional Information you feel may be helpful in cons	sidering your request for appointm	ent:
YONG F. KEYES Signature:		12/28/2009 Date:



January 8, 2010

TO:	Randall Treacher, Administrator/Controller
FROM:	Kent Maurer, Airport Manager VMan

RE: Property and Easement Acquisitions Runway 7-25 Safety Area Project

Please place the following item on the agenda for the January Board of Commissioners meeting:

Approval of the fee acquisition of Parcel #94 located at 1040 Brentwood (Hatler property)

This purchase is another direct submission to the Board of Commissioners due the need for expediency. Funding for this purchase will come from the existing MDOT-Aeronautics grant for this purpose.

I will be present to answer questions that might arise.

Attachment

RESOLUTION #

AUTHORIZING PURCHASE OF EASEMENTS AND PROPERTY FOR THE RUNWAY 7-25 SAFETY AREA PROJECT

For Fee Acquisition of Parcel # 94 located at 1040 Brentwood Road, Jackson, Michigan. (George and Weda Hatler) as Further Described in Attachments AT THE JACKSON COUNTY AIRPORT

WHEREAS. The FAA has indicated that Runway 6-24 at the Jackson County Airport does not have the required "safety areas" and necessitating construction of a new runway, Runway 7-25; and

WHEREAS, continued progress in building this new runway with safety areas requires the fee acquisition of parcel # 94; and,

WHEREAS, grant funds in the amount of \$1,500,000 (Federal \$1,425,000; State \$37,500 and County \$37,500) have been granted by the Michigan Aeronautics Commission to the Jackson County Airport - Reynolds Field and are in the public interest and will fund these purchases; and,

WHEREAS, acquisition of this parcel and is required in order to construct new runway 7-25 as detailed on the Jackson County Airport - Reynolds Field Airport Layout Plan; and,

WHEREAS, the Jackson County Board of Commissioners, have previously decided that this overall Runway Safety Area project will enhance the safety of the airport and is in the public interest; and,

WHEREAS, The Jackson County Board of Commissioners has legal authority to approve such easement and property acquisitions; and

WHEREAS, James E. Shotwell, Jr. is the Chairman of the Jackson County Board of Commissioners and has anthority to sign legal documents on behalf of the Commission; and;

NOW, THEREFORE, BE IT RESOLVED THAT, the Jackson County Board of Commissioners approves of the referenced acquisitions AND authorizes James E. Shotwell, Jr. to sign on behalf of the Jackson County Board of Commissioners.

RESOLUTION

STATE OF MICHIGAN

James E. Shotwell, Jr. **County Board Chairman**

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COUNTY OF JACKSON

I, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on June 17, 2008 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



517-788-3000 www.cai-engr.com P.O. Box 1124 Jackson, MI 49204-1124

January 7, 2010

Mr. Chip Kraus, Project Analyst MDOT, Bureau of Aeronautics 2700 E. Airport Service Drive Lansing, MI 48906

SUBJECT: Jackson County Airport – Reynolds Field Runway 14-32 Safety Project Parcel #94 – 1040 Brentwood Road, Jackson, Michigan 49202 George A. Hatler and Weda L. Hatler (Owner/Occupant)

Dear Mr. Kraus:

Enclosed is the signed Good Faith Offer, Principal Residence Compensation Summary, title and W-9 for the George and Weda Hatler parcel.

Fair Market Value	\$103,000
Additional 25% of FMV	\$ 25,750
Property Tax Differential	<u>\$ 2,623</u>
Total	\$131,373

Please process payment and send to <u>Kara Kellerman, American Title Company</u>, 280 W. Cortland, Jackson, Michigan 49201.

Sincerely,

Tim Davis, SR/WA Land Services Project Manager

Authorization for Payment				
James E. Shotwell, Jr. County Board Chairman	Date			

ce: Kent Maurer, Jackson County Airport Kara Kellerman, American Title Co.

Michigan Department		
Of Transportation		
4081 (8/03)		

GOOD FAITH OFFER OF JUST COMPENSATION (FEE ACQUISITION)

Date:	11/23/09	Project No.:	Jackson County Airpor	t-Reynolds Field	Parcel No.:	94
The <u>County</u>	of Jackson, a Michi	gan municipal corpor	ation,			
the owner(s	s) and operator(s) of the Jackson Cou	inty (Reynolds Field)			nafter referred
			o the following proper	ty owner(s), herei	nafter referred t	o as SELLER
Property O	wner(s): George A	. Hatler and Weda L.	Hatler, husband and wif	e		
Address: 1040 Brentwood Road		d	Jackson Mic		n	49202
		treet	City	State	Zip	
	ests (specify type for a 20 foot easem		es & drainage purposes,	Liber 760, Page 105	8, Jackson Count	y Records
Type 1040 Brentw	rood Road	Na Jacks	ame son	Michiga	an	49202
Street		Ci	ty	State	Zip	1
Туре		Na	ame			
Street		Ci	ty	State	Zip	,
The PURC	HASER intends t	o acquire the fee s	simple interest in prop	erty bounded and	l described as f	allows:

(See Attached Page 3)

The property address is commonly known as: 1040 Brentwood Road, Jackson, Michigan

<u>UNITARY OFFER</u>: This is a unitary offer for the full compensation to all persons having an interest in the above described property. If more than one person has an interest in the property, they may agree how to divide the compensation among themselves or they can request that a court decide how to divide any payment among them.

<u>APPRAISAL</u>: The PURCHASER'S offer is estimated just compensation for the property interests given. The offer is based on an inspection of the property and consideration of an independently prepared appraisal by a qualified competent professional appraiser and is not less than this approved appraisal of the fair market value of the property. The SELLER and/or their attorney may review the appraisal at their request. If the SELLER'S review of the appraisal leads them to conclude that the PURCHASER has not included or fully included items of compensable property or damage for which the SELLER intends to claim a right to just compensation, the SELLER must file written claim with the PURCHASER within 90 days after receipt of this good faith offer or 60 days after any condemnation lawsuit is filed, whichever is later.

Fair market value is defined as: a), the highest price estimated in terms of money the property will bring if exposed for sale in the open market with a reasonable time allowed to find a purchaser buying with knowledge of all uses and purposes to which is is adapted and for which is is capable of being used; b), the amount which the property would bring if it were offered for sale by one who desired, but was not obligated, to sell, and was bought by one who was willing, but not obligated, to buy; c), what the property would bring in the hands of a prudent seller, at liberty to fix the time and conditions of sale; d), what the property would sell for on negotiations resulting in sale between an owner willing, but not obligated, to sell and a willing buyer not obligated to buy; e), what the property would be reasonably worth on the market for a cash price, allowing a reasonable time within which to effect a sale.

IMPROVEMENTS: This Good Faith Offer includes the following inventory of all buildings, fixtures, structures, trees, and other improvements: I Applicable I Non-Applicable

A 1.5 story Cape Cod dwelling with 1,056 square feet of gross living area and a detached one car garage.

<u>RELOCATION ASSISTANCE</u>: The appraisals and determination of just compensation do not reflect any consideration of or allowance for any relocation assistance and payments which the SELLER is entitled to receive under Title II of the Uniform Act or for any agreement by the PURCHASER to pay certain settlement costs.

GOOD FAITH OFFER OF JUST COMPENSATION – FEE ACQUISITION

TERMS: This offer is subject to final approval by the Jackson County Board of Commissioners and may be withdrawn should it not be approved. **Unless executed, this offer will expire thirty (30) days after the date of presentation.** Based on the Phase I Environmental Site Assessment Report any contamination that exists on the subject property has likely migrated from the adjoining property. Part 201 of Michigan's Natural Resources and Environmental Protection Act (NREPA) addresses liability for the cleanup of environmental contamination. Section 20126(4)(c) of Part 201 indicates that the owner or operator of property onto which contamination has migrated is not liable for that contamination.

MINERAL RIGHTS: Fluid mineral and gas rights are discluded included included.

OCCUPANCY: The PURCHASER will become the record owner of the property upon and after closing and shall be entitled to possession thereof subject to the following: **Relocation must be completed by September 1, 2010.** The SELLER shall have the right to occupy the improvements on the property until September 1, 2010 after closing subject to paying all of the utilities, expenses, and general maintenance attendant to such possession and subject to the right of PURCHASER at closing. Occupancy beyond September 1, 2010 shall be only upon agreement with the PURCHASER upon such terms and rental rates as shall be established according to state and federal laws and regulations and mutually agreed upon in writing. If any improvements or buildings on said premises become vacant after closing then the parties agree the SELLER will not reoccupy such improvements or buildings, either directly themselves or indirectly through other parties.

<u>RISK OF LOSS</u>: Risk of loss shall remain with the SELLER until the said warranty deed has been delivered to PURCHASER. In the event the premises shall be damaged by fire or other casualty prior to the time of closing, in an amount of not more than 10% of the total purchase price, the SELLER shall be obligated to repair the same before the date herein provided for delivery of said warranty deed. In the event such damage cannot be repaired within such time or if damage shall exceed such sum, the PURCHASER shall be entitled to all of the insurance proceeds payable to SELLER resulting from such damage.

ESCROW AGENT: The SELLER agrees that First American Title Insurance Company will act as escrow agent in closing this agreement, who will deduct from the proceeds all sums necessary to satisfy and discharge all liens, encumbrances, and taxes and secure and record the instruments sufficient to vest an unencumbered title in the name of the PURCHASER, subject only to easements and restrictions of record.

TAXES: The SELLER agrees to pay all real estate taxes, personal property taxes, and any special assessment levied or jeopardy assessments filed at the time of closing. Ad valorem real taxes will be prorated in accordance with the provisions of Act 288, P.A. 1966.

WITNESS:	N NC CI	PURCHASER (Airport Owner or Designated Agent):	
	12 Juilo		
	$\bigcup \forall$	Date: /2/2////9	

The above Good Faith Offer is expressly understood and the terms and conditions are agreed to:

WITNESS(ES):

SELLER (Property Owner):

ER (Property Owner) 2 Date: 1/2 r

CONDEMNATION: If the SELLER does not accept the terms of this Good Faith Offer, or if the PURCHASER is unable to agree with the SELLER for the purchase of the property described herein, the PURCHASER may file a complaint for the acquisition of the property in the circuit court in the county in which the property is located in accordance with the provisions of the Uniform Condemnation Procedures Act, MCL 213.51 et seq. The complaint shall ask the court to ascertain and determine just compensation for the acquisition of the appraisal leads them to conclude that the PURCHASER has not included or fully included items of compensable property or damage for which the SELLER intends to claim a right to just compensation, the SELLER must file written claim with the PURCHASER within 90 days after receipt of this Good Faith Offer or 60 days after any condemnation lawsuit is filed, whichever is later.

GOOD FAITH OFFER OF JUST COMPENSATION – FEE ACQUISITION

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Property Tax Code:	000-08-32-201-001-00	Parcel No.:	94
		· · · · · · · · · · · · · · · · · · ·	

PROPERTY DESCRIPTION:

Lot 39, Wildwood Farms Subdivision, according to the recorded plat thereof, as recorded in Liber 9 of Plats, Page 40, Jackson County Records, EXCEPT the North 30 feet thereof. ALSO all that part of vacated Airport Road adjacent to said Lot on the West.

RESOLUTION (01-10.2) AUTHORIZING PURCHASE OF EASEMENTS AND PROPERTY FOR THE RUNWAY 7-25 SAFETY AREA PROJECT

For Fee Acquisition of Parcel # 94 located at 1040 Brentwood Road, Jackson, Michigan (George and Weda Hatler) as Further Described in Attachments AT THE JACKSON COUNTY AIRPORT

WHEREAS, The FAA has indicated that Runway 6-24 at the Jackson County Airport does not have the required "safety areas" and necessitating construction of a new runway, Runway 7-25; and

WHEREAS, continued progress in building this new runway with safety areas requires the fee acquisition of parcel # 94; and,

WHEREAS, grant funds in the amount of \$1,500,000 (Federal \$1,425,000; State \$37,500 and County \$37,500) have been granted by the Michigan Aeronautics Commission to the Jackson County Airport – Reynolds Field and are in the public interest and will fund these purchases; and,

WHEREAS, acquisition of this parcel and is required in order to construct new runway 7-25 as detailed on the Jackson County Airport – Reynolds Field Airport Layout Plan; and,

WHEREAS, the Jackson County Board of Commissioners, have previously decided that this overall Runway Safety Area project will enhance the safety of the airport and is in the public interest; and,

WHEREAS, The Jackson County Board of Commissioners has legal authority to approve such easement and property acquisitions; and

WHEREAS, James E. Shotwell, Jr. is the Chairman of the Jackson County Board of Commissioners and has authority to sign legal documents on behalf of the Commission.

NOW, THEREFORE, BE IT RESOLVED THAT, the Jackson County Board of Commissioners approves of the referenced acquisitions AND authorizes James E. Shotwell, Jr. to sign on behalf of the Jackson County Board of Commissioners.

James E. Shotwell, Jr. County Board Chairman January 19, 2010

STATE OF MICHIGAN

COUNTY OF JACKSON

) ss.

I, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on January 19, 2010 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

BOARD RULES

POLICY NO. 4090

ARTICLE IX APPOINTMENTS TO BOARDS/COMMISSIONS

<u>Section 9.1</u> All vacancies on Boards/Commissions shall be recognized by the County Affairs Committee at the Board Meeting prior to the Board Meeting at which appointments are made. There shall be a minimum of ten (10) days between announcement and appointment. A written resume and/or request for appointment form will be made available to each Commissioner three (3) days prior to appointment or an oral resume at the time of nomination from the floor.

<u>Section 9.2</u> Commissioners who resign or are not re-elected to the Board of Commissioners shall be removed from all Boards and Commissions on which they were currently serving unless they were appointed for a fixed term to a statutory board. Employees appointed to Boards/Commissions who leave employment with Jackson County for any reason (i.e. resignation, retirement, termination) shall be deemed to have tendered their resignation from all Boards/Commissions on which they were currently serving.

<u>Section 9.3</u> The County Affairs Committee shall report out a number of nominations equal to the number of positions open for any given committee. Individuals may also be nominated from the floor at the Board meeting. The Chairperson of the County Affairs Committee will nominate the recommendation(s) of the Committee. No second is required. The Board Chairperson will call for any other nominations three times and then close nominations and proceed to ballot. (No motion is necessary to close nominations and proceed to ballot.)

<u>Section 9.4</u> Appointment to any Board or Commission by the full Board shall require a majority vote of the Board. If there are more nominations than vacant positions, the Board will proceed to ballot. The individual receiving the least number of votes shall be dropped off after each round of balloting until only two candidates remain, unless a candidate has received the required number of votes.. After three (3) rounds of balloting for the final two candidates, if no one has received the necessary votes, balloting is stopped until after agenda item "New Business" at which time nominations are reported and there will be three (3) more rounds of balloting. If no one is successfully elected at that time, balloting is stopped and resumes at the next meeting.

<u>Section 9.5</u> Any member of the general public appointed to a committee by the Board of Commissioners that is required to travel outside of Jackson County for meetings, will be entitled to mileage reimbursement per County Policy if the committee does not reimburse members for mileage.

BOARD RULES

POLICY NO. 4090

ARTICLE IX (Continued) APPOINTMENTS TO BOARDS/COMMISSIONS

<u>Section 9.6</u> Positions of Commissioner appointees may become vacant if three (3) unexcused consecutive or five (5) unexcused absences in a year. The determination of unexcused absences shall be made by the respective committee. A recommendation for removal from office shall be forwarded to the Board of Commissioners. This Section shall not apply to statutory boards which have other procedures for removal of members.

<u>Section 9.7</u> Section 9.6 does not apply to the four Standing Committees (County Affairs, County Agencies, Human Services, Personnel & Finance). Absences in Section 9.6 that would require removal that were due to long-term medical conditions may be reviewed by the Board of Commissioners for appropriateness. Absences by Commissioners due to attendance of other County business shall be reviewed by the County Affairs Committee.

Section 9.8

Exceptions to appointment procedures – In the event that the Board wishes to use a more intense search process to fill an appointment, the Board of Commissioners shall approve, by majority vote, an alternate procedure. More intense search processes may include, but are not limited to recommendation committees. Final approval of the appointee will still remain with the Board of Commissioners.

ADMINISTRATIVE

Policy No. 5050

ABSENCES OF DEPARTMENT HEADS REPORTING TO OUTSIDE BOARDS AND COMMISSIONS

When a department head who reports to an outside board or commission is scheduled to be out of the department during the work week for a period of time longer than one (1) day, the department head will notify his/her respective outside board or commission **chairperson**. The notification is to include the date(s) the department head is expected to be absent and the person designated to be in charge of the department during the period.

Adopted 12/18/01 Revised: 1/19/10

ADMINISTRATIVE

Policy No. 5060

DEPARTMENT HEAD AGENDA REQUESTS

The Board of Commissioners requires each department making any report or request of any of the Commission's committees to submit a brief written summary of the report or request to be included with the committee agendas by the submission deadline as scheduled by the Administrator/Controller.

Adopted 12/18/01 Revised: 1/19/10

ADMINISTRATIVE

Policy No. 5070

CONFERENCE AND TRAVEL EXPENSES

The following defines the conference and travel expense policy as established by the Jackson County Board of Commissioners for Jackson County and Court employees and Elected Officials. All conference/seminar/training monies must be in each department's budget prior to expenditure.

- A. <u>Allowable Expenses</u>:
 - 1. Air, Train, Motorcoach Travel (Coach)
 - 2. Conference/seminar registration fee
 - a. If the registration deadline is missed, the attendee will be required to pay any late or additional registration fee.
 - 3. Lodging (at the conference hotel(s) single room rate for the attendee)
 - 4. Meal expenses (\$50 a day cumulative broken down per meal: \$10 for breakfast, \$15 for lunch, and \$25 for dinner). No receipts required. No reimbursement will be made for meals provided as part of the conference/seminar registration fee. This does not apply to conferences/seminars/trainings of one-day or less where meal expenses are incurred. A conference agenda must accompany a reimbursement request.
 - 5. Mileage expenses:
 - a. Within Michigan, mileage will be paid at the current rate established by the Board of
 - Commissioners.
 - b. Outside of Michigan, mileage will be paid at the current rate or coach airfare, whichever is the lesser amount.

B. <u>Miscellaneous Expenses</u>:

- 1. Round-trip to the airport, airport parking, and transportation to and from the airport to the hotel
- 2. Transportation to and from hotel to the conference site if shuttle is not available
- 3. Parking at the conference if the attendee drives to the conference
- 4. Long distance telephone calls made regarding County business and one 5-minute personal call a day.
- C. <u>Method for Obtaining Reimbursement</u>:
 - 1. Miscellaneous expense voucher and receipts must be submitted and approved by the appropriate Supervisor.

Administrative Policy No. 5070 (continued).

2. Miscellaneous expense voucher and receipts for County-wide Elected Officials must be approved by the Administrator/Controller.

D. <u>Travel Advance</u>:

- 1. It is recommended that air travel, conference registration, and lodging be paid in advance.
- 2. When necessary other conference expenses may be requested in advance

Adopted: 12/18/01 Revised: 1/20/04, 1/19/10

ADMINISTRATIVE

Policy No. 5080

COMMUNICATIONS

Communications addressed to County Commissioners shall be copied upon receipt and placed placed in Commissioners boxes if sufficient copies are provided. Other communications will be provided electronically.

Adopted: 12/18/01 Revised: 1/19/10

ADMINISTRATIVE

Policy No. 5090

FEES AND RATE SCHEDULES

All fee and rate schedules from Standing Committees are to be presented as information to the Board of Commissioners at a regularly scheduled meeting and then voted on at the next regularly scheduled meeting.

Adopted: 12/18/01 Reviewed: 1/19/10