

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

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### **BOARD OF COMMISSIONERS**

**Clifford E. Herl, District 1**  
**David F. Lutchka, District 2**  
**Todd N. Brittain, 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**  
**Mike Brown, District 9**  
**Patricia A. Smith, District 10**  
**Michael J. Way, District 11**  
**David K. Elwell, District 12**

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### **ELECTED OFFICIALS**

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

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### **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**  
**Jim Guerriero, Parks Director**  
**Teresa Hawkins, Youth Center Director**  
**Juli Ann Kolbe, Equalization Director**  
**Dr. John Maino, Medical Director**  
**Kent Maurer, Airport Manager**  
**Jan Seitz, MSU Ext.-Jackson County Director**  
**Kristy Smith, Department on Aging Director**  
**Steve Thelen, Fair Manager**  
**Dave Welihan, Veterans Affairs Officer**  
**Ted Westmeier, Health Officer**

## **County Commission Agenda** **October 21, 2008**

### **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.

**"Your interest in your County Government is appreciated"**

**AGENDA**  
**JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING**  
**ANNUAL MEETING**  
**October 21, 2008**  
**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 Elwell*
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**
  - A. **Hospital Finance Authority - Tax Exempt Finance Reform Act (TEFRA) Public Hearing and Resolution**

Attachments:  
\*Resolution (10-08.36)
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES**
  - A. **Personnel & Finance**
    1. **Vineyard Lake Bond Debt Interest**

Attachments: None.
11. **MINUTES** - Minutes of the 8/19/08 and 9/23/08 Regular Meetings of the Jackson County Board of Commissioners

Attachments:  
\*8/19/08 and 9/23/08 Regular Meetings of the Jackson County Board of Commissioners

12. **CONSENT AGENDA (*Roll Call*)**

A. **County Affairs**

1. **Approval of Phase III – Aviation Heritage Park Project**

Attachments:

\*Memo from Airport Manager dated 10-1-08 and attachments

B. **County Agencies**

2. **Appointment of Non-Attorney Magistrate**

Attachments

\*Memo from Chief Judge Darryl Mazur dated 10-1-08

C. **Human Services**

3. **Annual Grant Contract with Michigan Department of Environmental Quality for Environmental Health Services**

Attachments:

\*Memo from Health Officer dated 10-1-08

\*Local Health Department Grant Contract Between the Michigan Department of Environmental Quality and Jackson County Health Department

D. **Personnel & Finance**

4. **Budget Adjustments**

Attachments:

\*Letter from Administrator/Controller dated 9-19-08

\*FOC Budget Adjustment

E. **Claims – 9/1/08 – 9/30/08**

13. **STANDING COMMITTEES**

A. **County Affairs – *Commissioner Dave Lutchka***

1. **October 2008 Appointments**

a. Human Services Board - one public member, term to 10/31/2011

- b. Land Bank Authority – one Commissioner member, term to 10/31/2012
- c. Land Bank Authority – one City of Jackson member, term to 10/31/2012
- d. Land Bank Authority – one Construction Experience member, term to 10/31/2012

Attachments:

\*Commissioner Board Appointments

**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. Plat Book Update for 4-H Program – Waive Fees for County Data and Maps for Farm & Home Publisher's**

Attachments: None.

**B. Resolution (10-08.35) in Opposition to the Michigan Commission on Law Enforcement Standards (MCOLES) 520 Hour Standard for Police Officers**

Attachments:

\*Resolution (10-08.35)

**C. Tentative Agreement Summary Between Jackson County and the Sheriff of Jackson County and Jackson County Deputy Sheriff's Association  
September 30, 2008**

Attachments:

\*Tentative Agreement

**D. Policies – New and Revised**

1. **New** Information Technology Policy – 6060 Laptop
2. **Revised** Administrative Policy – 5040 Freedom of Information

Attachments:

\*Policy 6060

\*Policy 5040

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

**RESOLUTION (10-08.36)**  
County of Jackson, Michigan

At a regular meeting of the County Commission of the County of Jackson, Michigan, held at 7:00 p.m., Daylight Savings Time, on October 21, 2008.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by \_\_\_\_\_ and supported by \_\_\_\_\_;

**WHEREAS**, the County of Jackson Hospital Finance Authority (the "Authority") proposes to make loans to W. A. Foote Memorial Hospital d/b/a Allegiance Health (the "Hospital") to be used by the Hospital, together with other available funds of the Hospital, to refinance existing indebtedness of the Hospital, which will result in the refunding of previous bonds issued by the Authority for the benefit of the Hospital, to pay termination payments relating to interest rate swaps, to fund a debt service reserve fund and to pay the costs related thereto; and

**WHEREAS** the Authority intends to issue bonds, in one or more series, on behalf of the Hospital (collectively, the "Bonds") in the aggregate principal amount of not to exceed \$190,000,000 to provide funds with which to make the loans to the Hospital; and

**WHEREAS** the Bonds will be limited obligations of the Authority and will not constitute general obligations or debt of the County of Jackson, the State of Michigan or any political subdivision thereof; and

**WHEREAS** the County Commission has held a public hearing after a notice was published as provided in, and in satisfaction of the applicable public hearing requirements of, the Internal Revenue Code of 1986, as amended (the "Code"); and

**WHEREAS** the Authority has requested that this County Commission approve the issuance of the Bonds; and

**WHEREAS** this County Commission desires to express its approval of the issuance of the Bonds by the Authority.

**IT IS HEREBY RESOLVED BY THE COUNTY COMMISSION OF THE COUNTY OF JACKSON, AS FOLLOWS:**

1. Solely for the purpose of fulfilling the public approval requirements of the Code, the County Commission of the County of Jackson, Michigan, hereby approves the issuance, sale and delivery, in one or more series, of not to exceed \$190,000,000 in aggregate principal amount of the Bonds.

2. The City Clerk is hereby directed to provide three (3) certified copies of this resolution to the Secretary of the Authority.

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

ABSTENTIONS \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN     )  
                                      ) ss.  
COUNTY OF JACKSON    )

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the County Commission of the County of Jackson, Michigan, held on the 21<sup>st</sup> day of October, 2008, and that the minutes of the meeting are on file in the office of the County Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

\_\_\_\_\_  
County Clerk

**MINUTES**  
**JACKSON COUNTY BOARD OF COMMISSIONERS**  
**August 19, 2008**  
**7:00 p.m.**  
**County Commission Chambers**

- 1. CALL TO ORDER:** Chairman Shotwell called the August 19, 2008 meeting of the Jackson County Board of Commissioners to order at 7:01 p.m.
- 2. INVOCATION:** by Commissioner Todd Brittain
- 3. PLEDGE OF ALLEGIANCE:** by Chairman Steve Shotwell
- 4. ROLL CALL:** County Clerk Amanda L. Riska

(12) Present: Commissioners Herl, Lutchka, Brittain, Duckham, Poleski, Videto, Mahoney, Brown, Smith, Way, Elwell, and Shotwell.

**5. APPROVAL OF AGENDA:**

*Moved by Mahoney, supported by Duckham for the approval of the agenda.* Motion carried.

**6. AWARDS & RECOGNITIONS**

Proclamation Honoring Betty Konipecki for Site Leadership to the Leoni Township Community – Chairman Shotwell presented the Resolution.

**7. COMMUNICATIONS/PETITIONS**

None.

**8. SPECIAL ORDERS/PUBLIC HEARINGS:**

**A. Public Hearing Regarding a Revision to the Parks Ordinance to Add a New Section 13, Entitled “Non-Motorized Pathways”**

No public comment.

**B. Public Hearing Regarding Inclusion into the County’s Brownfield Plan of the Former Plastigage Site Located at 2917 Wildwood Avenue Within Blackman Charter Township, in the County of Jackson, Michigan**

Amy Torres, Director of Economic Development and Jay Hoffman, Attorney representing owner Dale Stevens were present and answered questions from the Board.

No public comment.



**C. Public Hearing Regarding Community Outreach for U.S. EPA Hazardous Waste and Petroleum Assessment Grants for the Benefit of the County of Jackson, Michigan**

Amy Torres spoke.

No public comment.

**9. PUBLIC COMMENT:**

Monica Moser asked for support for her appointment to the LifeWays Board of Directors.

Mike Hoover spoke supporting Monica Moser for appointment to the LifeWays Board.

Tony Lewis asked introduced himself and asked for support in appointing him to the LifeWays Board.

John Wilson spoke against the County contributing to the Enterprise Group.

Tony Philipps asked for support of the Road Commission ordinance request.

**10. SPECIAL MEETINGS OF STANDING COMMITTEES:**

None

**11. MINUTES:**

Minutes of the 7/22/08 Regular Meeting of the Jackson County Board of Commissioners will be provided in September.

**12. CONSENT AGENDA:**

*Moved by Mahoney, supported by Brittain for approval of the consent agenda.* Roll call: (12) Yeas. Motion carried unanimously.

**A. County Affairs**

- 1. Road Commission 2007 Annual Financial Report**
- 2. Falling Waters Trail Grant Agreement Deadline Extension**
- 3. Trailhead Agreement with Summit Township**
- 4. Amendment to Parks Ordinance to Add a New Section 13, Entitled "Non-Motorized Pathways"**
- 5. Village of Parma Sewer Project – Resolution (08-08.24) to Approve and Authorize Execution of Jackson County Wastewater Disposal Facility**

**(Parma Wastewater Treatment Plant Section) Contracts and to Provide for Certain Other Matters**

- 6. Village of Parma Sewer Project – Resolution (08-08.25) to Authorize Issuance of Bonds for Jackson County Wastewater Disposal Facility (Parma Wastewater Treatment Plant Section)**
- 7. Rives Township Sewer Project – Resolution (08-08.26) to Approve and Authorize Execution of Jackson County Wastewater Disposal Facility (Rives Township Section) Contracts and Agreements and to Provide for Certain Other Matters Pertaining Thereto**
- 8. Rives Township Sewer Project – Resolution (08-08.27) to Authorize Issuance of Bonds for Jackson County Wastewater Disposal Facility (Rives Township Section)**
- 9. Loan Resolution (08-08.28) (Public Bodies) – RUS Bulletin 1780-27**

**B. County Agencies**

- 10. Resolution (08-08.29) Brownfield Plan for former Plastigage Site, 2917 Wildwood Avenue in Blackman Charter Township**

**C. Human Services**

- 11. Comprehensive Planning, Budgeting and Contract (CPBC) Agreement for October 1, 2008 through September 30, 2009**

**D. Personnel & Finance**

- 12. Management Response to 2007 Audit Comments and Recommendations**
- 13. Proposed BCBS Dependent Continuation Language Change**
- 14. Deletion of Full-Time Position from 2<sup>nd</sup> Shift**
- 15. Resolution (08-08.23) Adopting Amendment No. 2008-2 to Retirement System Bylaws**
- 16. Deletion of Full-Time Position – Friend of the Court**
- 17. Budget Increase to Increase Casual Funding by \$14,000 in Friend of the Court**
- 18. Budget Adjustment for Youth Center**

**E. Claims – 7/1/08 – 7/31/08**

**13. STANDING COMMITTEES:**

**A. County Affairs – Commissioner Dave Lutchka**

**1. August 2008 Appointments**

**a. Agricultural Preservation Board – one public member, term to 6-30-2011**

Cmr. Lutchka stated that the committee recommended Robert Sutherby.

Moved by Elwell, supported by Herl to send this appointment back to Affairs. Motion passed 11-1; Brittain opposed.

**b. LifeWays – one public member, term to 3-31-2011**

Cmr. Lutchka stated that the committee recommended Monica Moser. Cmr. Mahoney nominated Tony Lewis. Roll Call: (10) Moser. Cmr. Herl, Lutchka, Brittain, Duckham, Poleski, Videto, Smith, Way, Elwell, and Shotwell. (2) Lewis. Cmr. Mahoney and Brown. *Monica Moser appointed.*

**2. Request that the Jackson County Board of Commissioners Adopt the Jackson County Road Commission's Policy No. 08-01 Roads Terminating at Navigable Waters as a County Ordinance that Specifies a Penalty for Violation of the Ordinance and Aforementioned Policy**

Discussion was held. Cmr. Elwell recommended tightening up the language in the actual policy to prevent room for interpretation.

*Moved by Lutchka, supported by Elwell to Adopt the Jackson County Road Commission's Policy No. 08-01 Roads Terminating at Navigable Waters as a County Ordinance that Specifies a Penalty for Violation of the Ordinance and Aforementioned Policy.* Roll Call: (10) Yeas. Cmr. Herl, Lutchka, Poleski, Videto, Shotwell, Mahoney, Brown, Smith, Way, and Elwell. (2) Nays. Cmr. Brittain and Duckham. Motion carried.

**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:**

- A. Motion that any non-union employee needs to attain the following continuous service credit to be eligible for health insurance coverage in retirement, effective with the commencement of this meeting:**

0-20 years – 0%  
21 years – 75%  
22 years – 80%  
23 years – 85%  
24 years – 90%  
25 years – 95%

*Moved by Elwell, supported by Way that any non-union employee needs to attain the following continuous service credit to be eligible for health insurance coverage in retirement, effective with the commencement of this meeting.*

Moved by Brittain, supported by Elwell to insert language that states that this motion only applies to new-hires.

The new motion shall read as follows: that any non-union employee needs to attain the following continuous service credit to be eligible for health insurance coverage in retirement, effective for new hires with the commencement of this meeting:

0-20 years – 0%  
21 years – 75%  
22 years – 80%  
23 years – 85%  
24 years – 90%  
25 years – 95%

Roll Call: (9) Yeas. Cmr. Herl, Brittain, Duckham, Poleski, Mahoney, Brown, Smith, Way, and Elwell. (3) Nays. Cmr. Lutchka, Videto, and Shotwell. Motion carried.

**15. NEW BUSINESS:**

None.

**16. PUBLIC COMMENTS:**

Monica Moser thanked the Board for appointing her to the LifeWays Board.

Tony Philipps thanked the Board for their support for the Road Commission ordinance.

## **17. COMMISSIONER COMMENTS:**

Comr. Mahoney spoke regarding the Michigan Association of Commissioners. She had information regarding the conversion from analog to digital television, and discussed issues regarding homelessness.

Comr. Brittain congratulated Amanda Riska and Jeff Kruse on their election victories.

Comr. Poleski commented on health insurance matters.

Comr. Lutchka announced the September 20<sup>th</sup> Family Farm Fest.

Comr. Herl thanked the Board for approval of the sewer projects. He also commented on the success of the Jackson County Fair.

## **18. CLOSED SESSION:**

None

## **19. ADJOURNMENT:**

Chairman Shotwell adjourned the August 19, 2008 meeting of the Jackson County Board of Commissioners at 7:53 p.m.

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

Amanda L. Riska – County Clerk

Respectfully submitted by Carrienne VanDusseldorp – Chief Deputy County Clerk

**MINUTES**  
**JACKSON COUNTY BOARD OF COMMISSIONERS**  
**September 23, 2008**  
**7:00 p.m.**  
**County Commission Chambers**

- 1. CALL TO ORDER:** Chairman Shotwell called the September 23, 2008 meeting of the Jackson County Board of Commissioners to order at 7:00 p.m.
- 2. INVOCATION:** by Commissioner Mike Way
- 3. PLEDGE OF ALLEGIANCE:** by Chairman Steve Shotwell
- 4. ROLL CALL:** County Clerk Amanda L. Riska

(11) Present: Commissioners Herl, Lutchka, Brittain, Duckham, Poleski, Videto, Mahoney, Brown, Way, Elwell, and Shotwell. (1) Absent: Commissioner Smith.

**5. APPROVAL OF AGENDA:**

Chairman Shotwell added Travel Expenses under #14 New Business.

*Moved by Mahoney, supported by Brittain for the approval of the agenda as amended.*  
Motion carried.

**6. AWARDS & RECOGNITIONS**

**A. National Association of Counties (NACO) 2008 Achievement Award Winner – Jackson County, Michigan for its program “Courts-to-School”**

Chairman Shotwell presented the Award. The Chair of County Agencies, Cmr. Mahoney accepted the Award on the County’s behalf.

**B. Resolution (09-08.32) Commending the Jackson County Health Department on Achieving Accreditation**

*Moved by Mahoney, supported by Elwell to Approve Resolution (09-08.32) Commending the Jackson County Health Department on Achieving Accreditation.*  
Roll Call: (11) Yeas. Motion Carried unanimously.

Chairman Shotwell presented the Resolution.

Ted Westmeier accepted the Resolution on behalf of the Health Department.

**7. COMMUNICATIONS/PETITIONS**

None.

## **8. SPECIAL ORDERS/PUBLIC HEARINGS:**

### **A. Strategic Planning Presentations**

- 1. Cooperation Between Governments** – Cliff Herl gave update.
- 2. Economic Vision of Jackson County** - Karen Coffman gave update.
- 3. Vision of a Healthy Community** – Shelly Bullinger gave update.
- 4. Quality of Life** – Kristy Smith gave update.
- 5. Improved Work Environment** – Brandon Ransom gave update.

## **9. PUBLIC COMMENT:**

Roger Gaede asked to be considered for appointment to the Agricultural Preservation Board.

Robert Sutherby asked to be considered for appointment to the Agricultural Preservation Board.

## **10. SPECIAL MEETINGS OF STANDING COMMITTEES:**

None

## **11. MINUTES:**

**Minutes of the 7/22/08 and 8/08/08 Special and 7/22/08 Regular Meetings of the Jackson County Board of Commissioners.**

Moved by Herl, supported by Lutchka to approve the Minutes of the 7/22/08 and 8/08/08 Special and 7/22/08 Regular Meetings of the Jackson County Board of Commissioners.

## **12. CONSENT AGENDA:**

Cmr. Brittain asked that item B. 4. regarding the Inmate Food Service Contract for the Jackson County Jail System be removed from the Consent Agenda. Item was moved to 13. B. 1. under County Agencies.

*Moved by Mahoney, supported by Elwell for approval of the consent agenda as amended.*  
Roll call: (11) Yeas. Motion carried unanimously.

### **A. County Affairs**

- 1. Resolution (09-08.30) Authorizing the Jackson County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign Amended MDOT Contract #2007-0615/A1 (Federal Project #B-26-0051-1707)**
- 2. Resolution (09-08.31) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2008-0530 (Federal Project #B-26-0051-2205)**

**3. Proposed Contract to SME for Environmental Services**

**B. County Agencies**

**~~4. Inmate Food Service Contract for Jackson County Jail System~~**

**5. Child Support Contract between the DHS, the County of Jackson and the Prosecuting Attorney**

**6. Livestock Loss Claim**

**7. Resolution (09-08.34) Opt-Out Tax Exempt Resolution Grass Lake Charter Township LDFA (2<sup>nd</sup> Time)**

**C. Human Services**

**8. 2008-2009 Proposed Budget – Jackson County Health Department**

**D. Personnel & Finance**

**9. FTE Reduction Schedule**

**10. Friend of the Court CRP Contract**

**11. Friend of the Court 2008-2009 Budget**

**12. Resolution (09-08.33) for the Adoption of Amendment No. 1 to the Group Health Plan of Jackson County**

**13. Budget Adjustments**

**E. Claims – 8/1/08 – 8/31/08**

**13. STANDING COMMITTEES:**

**A. County Affairs – Commissioner Dave Lutchka**

**1. September 2008 Appointments**

**a. Agriculture Preservation Board – one public member, term to 6-30-2011**

Cmr. Lutchka stated that the committee recommended Roger Gaede. Cmr. Brittain nominated Robert Sutherby. Roll Call: (9) Gaede. Cmr. Herl, Lutchka, Duckham, Poleski, Videto, Mahoney, Way, Elwell, and Shotwell. (2) Sutherby. Cmr. Brittain, and Brown. *Roger Gaede appointed.*



**b. Jackson LDFA/LBRA – one Commission Member, term to 2012**

Cmr. Lutchka stated that the committee recommended Mike Brown. No other nominations from the floor. (11) Yeas. *Mike Brown appointed.*

**c. Upper Grand River Watershed Council – one public member, term to 5/31/2010**

Cmr. Lutchka stated that the committee recommended Jeffrey Heston. No other nominations from the floor. (11) Yeas. *Jeffrey Heston appointed.*

**B. County Agencies – Commissioner Gail W. Mahoney**

**1. Inmate Food Service Contract for Jackson County Jail System**

*Moved by Mahoney, supported by Way to Approve the Inmate Food Service Contract for the Jackson County Jail System.*

*Moved by Brittain, supported by Duckham to Table Issue Until Three Different Bids are Received.* Roll Call: (3) Yeas. Cmr. Brittain, Duckham, and Mahoney. (8) Nays. Cmr. Herl, Lutchka, Poleski, Videto, Shotwell, Brown, Way, and Elwell. Motion failed.

Much discussion held. Some commissioners are not satisfied with the contract, as well as not following the policy on the bidding process. Other alternatives were suggested by some commissioners.

Roll Call on Original Motion: (9) Yeas. Cmr. Herl, Lutchka, Duckham, Poleski, Videto, Shotwell, Brown, Way, and Elwell. (2) Nays. Cmr. Brittain and Mahoney. Motion carried.

**C. Human Services – Commissioner Mike Way**

None.

**D. Personnel and Finance – Commissioner James Videto**

**1. One Time Payment of \$100,000 to Enterprise Group**

*Moved by Videto, supported by Mahoney to Make a One Time Payment of \$100,000 to the Enterprise Group.* Roll Call: (11) Yeas. Motion carried unanimously.

**14. UNFINISHED BUSINESS:**

None.

## **15. NEW BUSINESS:**

### **A. Travel Expenses**

*Moved by Poleski, supported by Elwell to Approve Travel Expenses up to \$1500 for Cmr. Mahoney for MAC and NACO Related Travel Expenses Until the End of 2008.* (10) Yeas. (1) Nay. Motion carried, with Cmr. Brittain opposing.

### **B. Fiscal Policy 900-1090 Revisions**

**Policy 900 – Fiscal Policies**

**Policy 1000 – Budget Resolution**

**Policy 1010 – Balanced Budget Policy**

**Policy 1020 – Additional Operating Appropriation Policy**

**Policy 1030 – Capital Budget Policy**

**Policy 1040 – Departmental Float Policy**

**Policy 1050 – Budgetary Adjustment Policy**

**Policy 1060 – Transfers Out-Appropriations Policy**

**Policy 1070 – Unreserved Fund Balance Policy**

**Policy 1080 – Budget Stabilization Fund Policy**

**Policy 1090 – Public Improvement Fund Policy**

*Moved by Mahoney, supported by Brittain to Approve Fiscal Policy 900-1090 Revisions with the Understanding that the Administrator/Controller Can Clean Up Any Language that May Be Inadvertently Written.* Roll Call: (11) Yeas. Motion carried unanimously.

## **16. PUBLIC COMMENTS:**

Roger Gaede thanked the Board for his appointment.

Robert Sutherby congratulated Roger Gaede on his appointment and asked the Board to keep him in mind for future Boards.

## **17. COMMISSIONER COMMENTS:**

Cmr. Videto recognized staff and community participants in strategic planning process.

Cmr. Poleski stated that he was glad they moved forward on the Enterprise Group contribution.

Cmr. Duckham announced the Tim Walberg Town Hall meeting on October 9<sup>th</sup> at 5:30 p.m. at the Super 8 Motel.

## **18. CLOSED SESSION:**

None

**19. ADJOURNMENT:**

Chairman Shotwell adjourned the September 23, 2008 meeting of the Jackson County Board of Commissioners at 8:14 p.m.

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

Amanda L. Riska – County Clerk

Respectfully submitted by Carrienne VanDusseldorp – Chief Deputy County Clerk

Consent Agenda  
Motions

October 21, 2008

***Roll Call***

1. Motion: Approve the Phase III - Aviation Heritage Park Project
2. Motion: Approve the Appointment of Non-Attorney Magistrate
3. Motion: Approve the Annual Grant Contract with Michigan Department of Environmental Quality for Environmental Health Services
4. Motion: Approve the Budget Adjustments
5. Motion: Approve the Claims 9/1/08 – 9/30/08

County Affairs	\$ 443,333.07
County Agencies	805,798.24
Human Services	200,891.89
Personnel & Finance	138,255.23



# J X N

## Jackson County Airport

3606 Wildwood Avenue  
(517) 788-4225

Jackson, Michigan 49202  
FAX (517) 788-4682

October 1, 2008

To: Randy Treacher, Administrator – Controller

From: Kent Maurer, Airport Manager 

RE: County Commission Agenda Item – Approval for Aviation  
Heritage Park Phase III

I am requesting approval from the Board of Commissioners to proceed with Phase III of the Aviation Heritage Park project at the Airport. The goal of this phase is to erect a monument to WWII aviators with an emphasis on the role that Jackson Community (Junior) College played in training WWII aviators in the late 1930's and early 1940's.

Phase I and II are now complete and total approximately \$44,000, all of which was funded from private donations. Phase III would be funded in the same fashion. All monies received and expended will be accounted for through designated airport budget accounts.

Phase III is estimated to cost approximately \$70,000, although exact cost estimates have not yet been developed. The Airport Board has approved sending this request to the County Board of Commissioners. I have attached a photo of Aviation Heritage Park as it exists today, along with an artist's rendition of the proposed Phase III memorial.



All contributions must be made payable to the  
Jackson County Airport - Aviation Heritage Park



**STATE OF MICHIGAN**  
**12TH JUDICIAL DISTRICT COURT**

*R. Darryl Mazur, Chief Judge*  
*312 South Jackson Street □ Jackson, Michigan 49201*  
*517-788-4260 □ Fax 517-788-4262*  
**www.d12.com**

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**MEMORANDUM**

TO: Randy Treacher, County Administrator

SUBJECT: Appointment of Non-Attorney Magistrate

RE: Tamara J. Bates

DATE: October 1, 2008

Please be advised that the judges of the 12<sup>th</sup> District Court would like the approval of the Jackson County Board of Commissioners to appoint Tamara J. Bates as a Non-Attorney Magistrate for the 12<sup>th</sup> District Court. It is further requested that Ms. Bates be bonded for \$50,000 and that she be given the Oath of Office.

Thank you for your cooperation in this matter and I will look forward to hearing from you upon approval from the board.





# **Jackson County Health Department**

**1715 Lansing Avenue • Ste. 221 • Jackson, Michigan 49202**

**Phone (517) 788-4420**

**Fax (517) 788-4373**

To: Board of Commissioners  
Human Services Committee

From: Ted Westmeier  
Director/Health Officer

Re: Contract with the Michigan Department of Environmental Quality

Date: October 1, 2008

Submitted for your approval is the annual contract with the Michigan Department of Environmental Quality for environmental health services. The contract covers programs that we have traditionally conducted in previous years. The total amount of the contract is for \$57,502 and covers services provided under the Noncommunity Water Supply Program (Type II Public Water Supplies), water quality monitoring adjacent to potential and known groundwater contamination sites, public swimming pools, campgrounds and septage haulers.

The funding for private water supplies and private sewage disposal was changed from last year and is now being covered under the Comprehensive Contract with the Michigan Department of Community Health, which you approved in August.

I recommend that the contract be approved and authorized to be signed by the Board Chairman. Should you have any questions do not hesitate to contact me.

An Equal Opportunity Employer

**Accounting**  
788-4487

**Environmental Health Division**  
788-4433

**Health Education**  
788-4655

**Personal & Preventative  
Health**  
788-4420



LOCAL HEALTH DEPARTMENT GRANT CONTRACT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
AND JACKSON COUNTY HEALTH DEPARTMENT

This Grant Contract ("Contract") is made between the Michigan Department of Environmental Quality, Water Bureau ("State") and Jackson County Health Department ("Grantee").

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Michigan Safe Drinking Water Act, 1976, PA 399, as amended; Natural Resources and Environmental Protection Act, 1994, PA 451, as amended, Parts 117 and 201; Public Health Act, 1978, PA 368, as amended; and Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq. Legislative appropriation of Funds for grant assistance is set forth in Public Act 247 of 2008. This Contract is subject to the terms and conditions specified herein.

Project Name: Local Health Department Master Grant Contract

Amount of grant: \$57,502

% of grant state \$55,796 / % of grant federal \$1,706

Start Date: 10/01/2008

End Date: 09/30/2009

**GRANTEE CONTACT:**

Ted Westmeier, Health Officer

Name/Title

Jackson County Health Department

Organization

1715 Lansing Avenue, Ste. 221

Address

Jackson MI 49202

Address

Telephone number

Fax number

E-mail address

38-6004845

Federal ID number

**STATE'S CONTACT:**

Tom Hettinger, Analyst

Name/Title

Water Bureau

Division/Bureau/Office

P.O. Box 30723

Address

Lansing, MI 48909-7773

Address

517.241.1330

Telephone number

517.373.2040

Fax number

Hettingert@michigan.gov

E-mail address

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

**FOR THE GRANTEE:**

Signature

Date

Name/Title

**FOR THE STATE:**

Signature

Date

William S. Creal, Chief, Water Bureau

Name/Title

## **I. PROJECT SCOPE**

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

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

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

## **II. CONTRACT PERIOD**

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

## **III. CHANGES**

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

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Elements and in Appendix A of this Contract.

(A) The Grantee must complete and submit reports according to a form and format prescribed by the State. These reports shall be due according to the following

<b>Reporting period</b>	<b>Due Date</b>
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 31*
October 1 – December 31	January 31

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

The forms provided by the State shall be submitted to the State's contact at the address on page one.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

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

## **V. GRANTEE RESPONSIBILITIES**

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

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

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

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

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

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

## **VI. USE OF MATERIAL**

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

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

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

## **VII. ASSIGNABILITY**

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

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Grantee to be the sole

point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

#### **IX. NON-DISCRIMINATION**

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

#### **X. UNFAIR LABOR PRACTICES**

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

#### **XI. LIABILITY**

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

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

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

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

#### **XII. CONFLICT OF INTEREST**

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

#### **XIII. ANTI-LOBBYING**

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

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

#### **XIV. DEBARMENT AND SUSPENSION**

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

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

#### **XV. AUDIT AND ACCESS TO RECORDS**

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

#### **XVI. INSURANCE**

- (A) The Grantee must maintain insurance that will protect it from claims that may arise from the Grantee's actions under this Contract or from the actions of others for whom the Grantee may be held liable, or be self-insured.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

## **XVII. FEES AND OTHER SOURCES OF FUNDING**

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

## **XVIII. COMPENSATION**

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

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

(C) The State will approve payment requests after approval of reports and related documentation as required pursuant to the Program-Specific Section.

(D) The State reserves the right to request additional information before approving a payment.

## **XIX. CLOSEOUT**

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

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

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

## **XX. CANCELLATION**

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

## **XXI. TERMINATION**

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

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

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.

- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State in an attempt to secure a sub-contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
  - d. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs a through c, above.
  - e. If the Grantee or any subcontractor, manufacturer or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Labor & Economic Growth or its successor.
- (2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
  - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
  - c. Convicted under State or federal antitrust statutes; or
  - d. Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity.
  - e. Added to the federal or state Suspension and Debarment list.

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

## **PROGRAM-SPECIFIC BOILERPLATE**

### **XXII. FEDERAL FUNDING REQUIREMENTS**

A maximum of \$1,706 or 3 % of total disbursements, is funded with Federal Funding. See Program Funding Section XXIII for funding by individual program. By accepting this Contract, the Grantee shall comply with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to, the following:

(A) Grantees receiving \$500,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with OMB Circular A-133, Revised June 24, 1997, "Audits of State, Local Governments, & Non-Profit Organizations. This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year. The Grantee must submit a copy of the Audit Report to the Michigan Department of Environmental Quality at the following address:

Michigan Department of Environmental Quality  
Finance and Business Services Division  
Federal Aid Section  
P.O. Box 30473  
Lansing, MI 48909

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



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

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

(D) In accordance with the USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance programs, the Grantee agrees to:

- (1) Accept the applicable "fair share" goals negotiated with USEPA by the Michigan Department of Environmental Quality as follows:  
MBE 3%    WBE 5%
- (2) Ensure to the fullest extent possible that at least 3% of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals and historically black colleges and universities, and that at least 5% of such funds are made available to organizations owned or controlled by women.
- (3) Include in bid documents the "Fair Share" goals listed above and require its contractors to include in their bid documents for subcontracts the above fair share percentages.
- (4) Follow the six affirmative steps stated in 40 CFR § 31.36 (e)(2).
- (5) Submit a USEPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Contracts, and Interagency Contracts" to the State beginning with the first quarter the Grantee receives the award and continuing until the project is completed.
- (6) In the event race and/or gender neutral efforts prove to be inadequate to achieve a fair share objective for MBE/WBEs, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the fair share objective

(E) The Grantee agrees to ensure that all conference, meeting, convention or training space used and paid for in whole or in part by this Contract complies with the Hotel and Motel Fire Safety Act of 1990.

(F) The Grantee agrees to use recycled paper for all reports and materials which are prepared as a part of this Contract and delivered to DEQ.

(G) The Grantee agrees to comply with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988. Therefore, if the Grantee awards a contract under this assistance Contract, it will utilize the following affirmative steps relative to Small Business in Rural Areas (SBRA):

- (1) Place SBRA's on solicitation lists;
- (2) Ensure that SBRA's are solicited whenever they are potential sources;

- (3) Divide total requirements when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- (4) Establish delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- (5) Use the services of the Small Business Administration and the Minority Business Development Agency of the US Department of Commerce, as appropriate; and
- (6) Require the Grantee, if it awards subcontracts, to take the affirmative steps in subparagraphs 1 through 5.

(H) Despite Paragraph VI, a grantee who is a small business firm or nonprofit organization as defined under the Bayh-Dole Act, as amended, 35 USC § 200, *et seq*, may patent products or processes developed under this Contract.

(I) Payment to consultants: EPA participation in the salary rate (excluding overhead) paid to individual consultants by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2007, the limit is \$571.12 per day and \$71.39 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

~~Subrecipients with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).~~

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

~~(K) The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.~~

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 at [http://www.access.gpo.gov/nara/cfrwaisidx\\_06/40cfr36\\_06.html](http://www.access.gpo.gov/nara/cfrwaisidx_06/40cfr36_06.html).

### **XXIII. PROGRAM FUNDING**

#### **Program A - Noncommunity (Type II):**

Index 37338

1. Water Supply Requirements –PCA 41888; Amount \$44,596  
Funding Source: State Restricted
2. Operator Certification - PCA 41813; Amount \$656 is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "Operator Certification Expense Reimbursement Grant", and the CFDA number is 66.471. The Federal Grant Number is CT975861 and the grant is funded with Federal funds from the EPA awarded in 2008.
3. Capacity Development – PCA 41831; Amount \$1,050 is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "Cap Grant for the Drinking Water Revolving Fund", and the CFDA number is 66.468. The Federal Grant Number is FS97548705 and the grant is funded with Federal funds from the EPA awarded in 2008.

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#### **Program B - Long-Term Monitoring:**

Index 37307 PCA 30744; Amount \$6,850 Funding Source: State Restricted

#### **Program C – Great Lakes Beach Monitoring:**

Index 37541, PCA 41239, Amount \$0; is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "Beach Monitoring and Notification Program Grant", and the CFDA number is 66.472. The Federal Grant Number is CU00E259-01 and the grant is funded with Federal funds from the EPA awarded in 2007.

#### **Program D - Public Swimming Pool Requirements:**

Index 37342 PCA 44402; Amount \$2,500 Funding Source: State Restricted

#### **Program E - Septage Requirements:**

Index 37344 PCA 44106, Amount \$950 Funding Source: State Restricted

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#### **Program H – Campground Requirements:**

Index 37343 PCA 44502; Amount \$900 Funding Source: State Restricted



## Jackson County ADMINISTRATOR/CONTROLLER

Randall W. Treacher, Administrator/Controller

RECEIVED

SEP 30 2008

JACKSON COUNTY  
ADMINISTRATOR'S OFFICE

September 19, 2008

Honorable Chad Schmucker,

It has recently come to our attention that the Friend of the Court received Deficit Reduction Act (DRA) funding from the State of Michigan in the amount of \$148,095 which was not budgeted in Fiscal Year 2008. The addition of this money will create a revenue surplus in the Friend of the Court Budget.

We are requesting your permission to reduce the general fund transfer by the same amount for the purpose of balancing revenues and expenditures in the current fiscal year.

Your prompt approval of this item will allow us to take this item to the personnel and finance committee and subsequent Board of Commissioners meeting to complete this transaction. This action will have no impact on your Fiscal Year 2008 expenditure budget.

Please notify us with your approval. As always, give me a call if I can answer specific questions you may have in reference to this item.

Sincerely,

*Randy*

Randall W. Treacher  
Administrator/Controller

Cc: Andy Crisenberry  
Gerard Cyrocki

OK

C:\Documents and Settings\abrown\My Documents\FOC\Schmucker DRA GF Revenue Transfer.doc

**County of Jackson**  
**GENERAL FUND / FOC FUND Budget Adjustments-2008**

[illegible]

### DESCRIPTION OF ADJUSTMENT

Adjust budget for unanticipated incentive income. The Friend of the Court received "incentive" payments as a result of the State making local FOC whole from the Deficit Reduction Act.
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DEPT HEAD/date

COMMITTEE/date

BUDGET DIR/date

ADMINISTRATOR/date



County Affairs  
Motions

October 21, 2008

1. Motion: Appoint one public member to the Human Services Board, term to 10/31/2011
2. Motion: Appoint one Commissioner member to the Land Bank Authority, term to 10-31-2012
3. Motion: Appoint one City of Jackson member to the Land Bank Authority, term to 10-31-2012
4. Motion: Appoint one Construction Experience member to the Land Bank Authority, term to 10-31-2012

Commissioner Board Appointments – October 2008

<u>BOARD</u>	<u>NEW TERM EXPIRES</u>	<u>CURRENT MEMBER</u>	<u>APPLICANTS</u>	<u>COMMITTEE RECOMMENDED APPOINTMENTS</u>
<u>Human Services Board</u>				
1) One public member	10/31/2011	Eugene Parker	Brad Williams Loretta Trout Shannon Lowder Michael Gibson	Brad Williams
<u>Land Bank Authority</u>				
1) One Commissioner member	10/31/2012	Pat Smith	Pat Smith	Pat Smith
2) One City of Jackson representative	10/31/2012	Andrew Frounfelker	Andrew Frounfelker	Andrew Frounfelker
3) One Construction Experience member	10/31/2012	Kevin Cunningham	Kevin Cunningham Robert Sutherby Daniel Hunt	Kevin Cunningham



**RESOLUTION (10-08.35)**  
**IN OPPOSITION TO THE MICHIGAN COMMISSION ON LAW ENFORCEMENT**  
**STANDARDS (MCOLES) 520 HOUR STANDARD FOR POLICE OFFICERS**

**WHEREAS**, the Township police departments throughout the state of Michigan, and Jackson County in particular, depend, in part, upon part-time law enforcement officers for protection of the citizens and community, and

**WHEREAS**, the Chief of Police is typically responsible for the hiring, budgeting, scheduling, qualifications, and training of those officers in accordance with the logistics and needs of their respective Townships and Villages; and

**WHEREAS**, the MCOLES board has recently adopted administrative changes under PA 203, which would require that each part-time police officer work a minimum of 520 hours per year by 2012; and

**WHEREAS**, only one other state in our nation mandates a minimum number of hours for police officers; said state being Idaho at 120 hours, and

**WHEREAS**, the noted changes will result in significant harm to our local community due to the loss of experienced and qualified part-time police officers, and

**WHEREAS**, said loss of part-time officers will result in either a cut in police protection to our community, or the (unfunded) mandate (and additional expense) of hiring full-time officers, and

**WHEREAS**, the noted changes will have other unintended consequences, such as the likely burden that will be placed on larger agencies, such as Sheriff's Departments and the State Police, with increased call load for this unfunded mandate, and

**WHEREAS**, the primary, statutory responsibility of MCOLES is to oversee minimum training standards for Michigan Police Officers; this proposal does nothing to enhance minimum training standards, and

**WHEREAS**, the current rules, under PA 203, have been in place since 1965, at a time when police officers were employed with little or no training, with little or no post K-12 education, and

**WHEREAS**, current police officers entering the system are more highly trained and highly educated than ever before, with multiple in-service training opportunities available.

***NOW THEREFORE, BE IT RESOLVED***, that the Jackson County Board of Commissioners hereby approves this resolution in opposition to the change by MCOLES mandating a 520 minimum number of hours per year for part-time police officers. Said action by MCOLES is an unfunded mandate that takes away local control, will exacerbate budgets, and will ultimately jeopardize public safety.

***BE IT FURTHER RESOLVED***, that the Jackson County Board of Commissioners requests that the Michigan Association of Counties (MAC) intervene in this matter, asking that this rule be rescinded.

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_, to adopt this resolution.

Yeas:\_\_\_\_\_ Nays:\_\_\_\_\_ Abstain:\_\_\_\_\_ Absent:\_\_\_\_\_

Resolution adopted by the Jackson County Board of Commissioners at a regular meeting held on October 21, 2008.

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**James E. Shotwell, Jr., Chairman**  
**Jackson County Board of Commissioners**  
**October 21, 2008**

**TENTATIVE AGREEMENT SUMMARY**  
**Between**  
**JACKSON COUNTY AND THE SHERIFF OF JACKSON COUNTY**  
**And**  
**JACKSON COUNTY DEPUTY SHERIFF'S ASSOCIATION**  
**September 30, 2008**

**1. Article 20. Wages and Classifications. Section 1. Wage Rates.**

2007: 2% increase on the schedule.

2008: 1% increase on the schedule.

2009: 1% increase on the schedule.

For Corrections Officers and Marine Patrol:

Delete the "Start Rate" and "1 Year" steps on the current schedule.

The current "2 Year" step will become the new "Hire Rate".

The current "4 Year" step will become the new "3 Year" step.

Eliminate the 2 and 4 year steps.

Add 1.5% to the 5 year step.

Add an 8 year step at 1.5% above the 5 year step.

Add a 13 year step at 1.5% above the new 8 year step.

For Sergeants

Delete the "4 Year Step" on the current schedule.

The "5 Year Step" becomes the "Start Rate".

Add 1.5% to the 5 year step.

Add an 8 year step at 1.5% above the 5 year step.

Add a 13 year step at 1.5% above the new 8 year step.

The maximum effective net increase in 2007 and 2008 will be 5%.

Remainder applied in 2009.

**2. Article 24. Insurance.**

**Effective the first of the month immediately following the signing of the new collective bargaining agreement through 12/31/09:**

Pre-1993 Hires: Employees hired prior to January 1, 1993 will have a premium share as noted below:

Single Coverage	\$6 x 24 pay periods = \$144 annually
2-person Coverage	\$11 x 24 pay periods = \$264 annually
Family Coverage	\$13 x 24 pay periods = \$312 annually

Post 1993 Hires: Employees will have a premium share of 10.0% per month based on the illustrated rates.

Elimination of Traditional BCBS plan.  
Coverage available as outlined on Attachment including change to a 3-tier prescription plan (\$10/20/40, \$15/25/40, \$20/30/40).  
Incorporate the following language:

Add the following language:

**For all retirees that retire on or after (the first of the month immediately following the signing of the new collective bargaining agreement) [actual date will be inserted in the contract once determined] retiree health insurance benefits (medical and prescription) will be the same as for active employees.**

3. **Article 17. Paid Time Off. Section 1. Accumulation.** Change the first sentence of the section to read as follows: Employees **hired prior to 12/31/09** shall earn and be credited annually with paid time off on their anniversary date based on the following schedule:...(schedule to remain as is).

Add the following after the current schedule:

**Employees hired on or after 12/31/09 shall earn and be credited annually with paid time off on their anniversary date based on the following schedule:**

<u>Completion Of:</u>	<u>Paid Time Off Hours</u>	<u>Carryover</u>
After probation to 1 year		
Of service	40 hours	0 hours
1 to 6 years of service	120 hours	40 hours
7 to 11 years of service	160 hours	80 hours
12 to 15 years of service	200 hours	120 hours
16 or more years of service	240 hours	160 hours

**There will be no accrual of paid time off while an employee is absent from work and receiving short tem disability (STD), long term disability (LTD), workers' compensation or unpaid time.**

4. **Article 13. Banked Sick Leave.** Employees with banked sick leave will have the option to cash out their balance at any time. If they choose the option, the employee shall receive payment for one-half (1/2) of accumulated unused banked sick leave not to exceed one-half (1/2) of 960 hours at their December 31, 2007 rate of pay.

5. **Article 13. Banked Sick Leave. Section 11. Short Term/Long Term Disability.** Change section to read as follows: "...Benefits ~~will~~ **may** be payable for disability up to age 65. Health care coverage will continue for employees on STD/LTD, **workers' compensation and unpaid time for a maximum of twelve (12) months only.** STD/LTD must be supplemented by the employee's accrued time off (i.e., **banked** sick leave **and** paid time off ~~and personal leave.~~) There will be no accrual of paid time off, ~~sick leave~~, and holiday pay during periods of STD/LTD..."
6. Purchase of Universal Credited Service. Employees will be provided the opportunity to purchase up to a maximum of four (4) years of Universal Credited Service at no cost to the County. The combination of purchasing Universal Credited Service and Military/Municipal Police/Fire Service may not exceed a maximum of four (4) years.
7. Defined Contribution Plan. Employees hired on or after the first of the month immediately following the signing of the new collective bargaining agreement will participate in the Defined Contribution Plan and will not be eligible to participate in the Defined Benefit Plan.

# COUNTY OF JACKSON

## POLICY MANUAL

### INFORMATION TECHNOLOGY POLICIES

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**Policy No. 6060**

#### **Laptop Policy**

Users are responsible for a computer until they return it. Protect the computer from loss, damage, and unapproved configuration changes. Any special software or hardware required is to be installed, if available and approved, by IT, not the laptop user.

This policy statement defines the responsibilities of the user. Employees must agree to the terms in the policy by reading and signing a copy prior to the issue of the laptop first loan. Human Resources will keep the signed copy on file.

Employees are required to report any problems experienced with the laptop. Enter a magic ticket or contact the IT department.

The operating condition of the laptop will be assessed upon its return.

#### **Orientation**

Orientation sessions are available for first users of laptop units. These 15-minute sessions include basic instruction in use of the laptop and terms and conditions. Please allow adequate time prior to picking up the laptop unit to receive instruction. Longer orientation sessions are available upon request.

#### **Adding to the Standard Configuration**

We have designed the laptop program to provide consistent service, adequate user support, and to ensure network compatibility. We have installed the Jackson County standard applications.

The user is not to install any computer hardware or additional software on the laptop. The user may request special software on the Agreement form and IT, at its discretion, will install the requested elements.

Unauthorized copying of software is a violation of the enterprise's acceptable computer use policy. It is also illegal.

Jackson County may take disciplinary action against any employee who installs hardware or software without prior permission.

Elected Officials are exempt from this section.

### Maintenance

The user may be liable for damages caused by:

Unreasonable use, abuse, neglect, and alternations.

Improper service, improper installation, and improper connections with peripherals.

### Security

Users are responsible for taking proper care of laptop units. In order to avoid damage, loss or theft, please follow these guidelines:

**Airports:** Never leave the laptop unattended. Do not check the laptop as baggage. Exercise diligence in watching the laptop as it is passed through any security devices.

**Cars:** Keep the car locked and the laptop out of view. Ensure that the laptop is securely stored so that it does not slide while driving. Avoid storage of the laptop in a car during very hot or very cold weather.

If the laptop is lost or stolen, immediately contact Police where the loss or theft happened. A written or e-mail report must be filed within 24 hours to the IT Department which police agency and incident number. The IT Department will provide necessary information to the appropriate police authorities.

If a laptop is lost, damaged, or stolen, the employee responsible for that laptop will describe to their management the circumstances surrounding the loss, damage, or theft.

### **Data on Laptops**

Users are responsible for performing their own data backups. Laptops will have a password and the users should take care that sensitive data is protected through the use of the password.

I have read and understand this Laptop Policy.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tag and or Serial Number \_\_\_\_\_

# COUNTY OF JACKSON

## POLICY MANUAL

Policy No.  
5040

### ADMINISTRATIVE

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## FREEDOM OF INFORMATION

### FOIA Coordinator

The County Administrator/Controller shall be designated “FOIA Coordinator.” The Administrator/Controller shall be responsible for accepting and processing FOIA requests and for denying FOIA requests. Copies of all requests including responses shall be maintained on file for a one (1) year period. **The FOIA Coordinator of the County may designate an FOIA Coordinator for individual departments.**

### FOIA Requests

Only requests presented in writing, including facsimile ~~or e-mail~~, will be accepted. If the County is unable to respond to the FOIA request within five days, the period may be extended an additional ten business days.

### Costs for FOIA Requests

Actual costs for copying, postage and retrieval shall be charged for FOIA requests. Labor costs will be assessed based on the hourly wage of the lowest paid public employee capable of retrieving the information necessary to comply with the request. Costs shall be calculated on the Departmental Response Form by the Elected Official or Department Head responsible for retrieving the information. The decision to waive fees shall be determined by the FOIA Coordinator.

If it is estimated that costs will exceed fifty dollars (\$50), a good faith deposit of up to one-half of the total estimated cost may be requested prior to processing the request.

### Appeals Process

In the event an FOIA request is denied, the Board of Commissioners shall serve as the governing body responsible for hearing the appeal. Appeals shall be submitted in writing addressed to the Chair of the Board of Commissioners and a response issued within ten (10) days of the first regularly scheduled meeting of the Board following submission of the appeal. If the Board of Commissioners denies the appeal in whole or in part, the party may still appeal to the Circuit Court.