

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 **February 16, 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.

"Your interest in your County Government is appreciated"

AGENDA
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
February 16, 2010
7:00 p.m.
Room 005 – Human Services Building

***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 Jeff Kruse*
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**
 - A. **Personnel & Finance**
 1. **Commission Chambers Audio Visual Contract Award**

Attachments: None.
11. **MINUTES** - Minutes of the 1/19/10 Regular Meeting of the Jackson County Board of Commissioners

Attachments:
*1/19/10 Regular Meeting Minutes
12. **CONSENT AGENDA** (*Roll Call*)
 - A. **County Affairs**
 1. **Resolution (02-10.5) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2010-0089 (Federal Project #B-26-0051-2608) for Preliminary Engineering for Relocation of Airport and Argyle Roads Plus Installation of Taxiway Guidance Signs.**

Attachments:
*Resolution (02-10.5) and Attachments

B. **County Agencies** – None.

C. **Human Services** – None.

D. **Personnel & Finance**

2. **Resolution (02-10.3) In Support of the Final Report of the Legislative Commission on Statutory Mandates, December 2009**

Attachments:

*Resolution (02-10.3)

3. **Revision to Non-Union DROP**

Attachments:

*Memo from Human Resources Director dated 1/25/10

4. **Agent of Record for Humana – McGraw Wentworth**

Attachments:

*Memo from Human Resources Director dated 1/28/10

5. **Addition of Curtis & Curtis, P.C. and Best, Heyns, & Schroeder, P.C. to the County's Approved Attorney List**

Attachments: None.

6. **Budget Adjustments**

- a. Circuit Court – Technology Fund and Equipment Fund 402 Rollover
- b. Department on Aging
- c. Parks Budget Adjustments and Carryovers
- d. Capital Fund Budget Adjustment

Attachments:

*Memo from Circuit Court Administrator dated 1/28/10

*Department on Aging Budget Adjustment Summary and Attachments

*Parks Budget Adjustments and Carryovers

*Memo from Deputy Administrator dated 2/3/10

7. **Claims** – Claims dated 12/1/09 – 12/31/09

13. **STANDING COMMITTEES**

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

1. **Appointments**

- a. **Land Bank Authority**, one Commissioner member, term to 10/2012
- b. **Mid-South Substance Abuse Advisory Council (new Committee)**, two public members, terms to 1/2012

Attachments:

*Commissioner Board Appointments-February 2010

*February Applications

*Mid-South Substance Abuse Advisory Council – Article

B. **County Agencies – Commissioner Gail W. Mahoney** - None.

C. **Human Services – Commissioner Mike Way** - None.

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

1. **Commission Chambers Audio Visual Contract Award**

Attachments: None.

14. **UNFINISHED BUSINESS** – None.

15. **NEW BUSINESS**

A. **Deputy Sheriff Association Tentative Agreement Summary 2010**

Attachments:

* Deputy Sheriff Association Tentative Agreement Summary 2010

B. **District Court Probation Agents Association Tentative Agreement Summary 2010**

Attachments:

* District Court Probation Agents Association Tentative Agreement Summary 2010

C. **Command Officers Association of Michigan Tentative Agreement Summary 2010**

Attachments:

* Command Officers Association of Michigan Tentative Agreement Summary 2010

D. Revised/Reviewed Policies

1. Administrative Policies 5130 and 5150

Attachments:

*Policies 5130 and 5150

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

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

1. **CALL TO ORDER** – Chairman Shotwell called the January 19, 2010 meeting of the Jackson County Board of Commissioners to order at 7:00 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**

Moved by Mahoney, supported by Williams for Approval of the Agenda. Motion carried unanimously.
6. **AWARDS & RECOGNITIONS** – None.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS** – None.
9. **PUBLIC COMMENTS**

John Wilson expressed his opinion that the County should transfer the Riverwalk Hotel to the Land Bank.
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.

Moved by Mahoney, supported by Duckham to Approve the Minutes of the 12/15/09 Regular and 1/04/10 Organizational Meetings of the Jackson County Board of Commissioners. Motion carried unanimously.
12. **CONSENT AGENDA**

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

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**
2. **Service License Agreements between IT and the Land Bank Authority, the Road Commission and the Medical Care Facility**
3. **Budget Adjustments**
 - a. **Health Department**
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

Commissioner Lutchka stated that the committee recommended Jessie Lambdin and Teresa Abbey. No other nominations from the floor. *Jessie Lambdin and Teresa Abbey appointed.*

- b. **Economic Development Corporation**, one public member, term to 3/2013

Commissioner Lutchka stated that the committee recommended Richard Craft. No other nominations from the floor. *Richard Craft appointed.*

- c. **City Council Appointee to the Emergency Management Advisory Council**, term to 12/31/2011

Commissioner Lutchka stated that the committee recommended Kenneth Gaiser. No other nominations from the floor. *Kenneth Gaiser appointed.*

- d. **Hospital Finance Authority**, two public members, terms to 12/2010

Commissioner Lutchka stated that the committee recommended Tony Samon and Thomas Daly. No other nominations from the floor. *Tony Samon and Thomas Daly appointed.*

- e. **Land Bank Authority**, one township representative, term to 10/2010

Commissioner Lutchka stated that the committee recommended Denise Butler. No other nominations from the floor. *Denise Butler appointed.*

- f. **Region 2 Planning Commission**, two Commissioner members, terms to 1/2013

Commissioner Lutchka stated that the committee recommended Steve Shotwell and Gail W. Mahoney. No other nominations from the floor. *Steve Shotwell and Gail W. Mahoney appointed.*

- g. **South Central Michigan Works!**, one Commissioner member (alternate), term to 1/2011

Commissioner Lutchka stated that the committee recommended Pat Smith. No other nominations from the floor. *Pat Smith appointed.*

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)**

Chairman Shotwell noted a correction to the amount within the Resolution of \$132,613.00.

Moved by Lutchka, supported by Elwell to Approve 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. Roll Call: (12) Yeas. Motion carried unanimously.

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

Moved by Elwell, supported by Poleski to Approve the Budget Retreat Meeting Dates of February 16, 2010 at 5:00 p.m. and March 5, 2010 at 7:30 a.m. Motion carried unanimously.

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**

Moved by Mahoney, supported by Herl to Approve Board Rule 4090 and Policies 5050, 5060, 5070, 5080, and 5090. Roll Call: (12) Yeas. Motion carried unanimously.

16. **PUBLIC COMMENTS**

None.

17. **COMMISSIONER COMMENTS**

Cmr. Williams expressed desire that the action on the hotel be moved quickly without delay.

Administrator/Controller Treacher advised the Board of the current action taking place.

Cmr. Lutchka talked about Project Red (Rural Education Day) that will be held on March 23, 2010.

Chairman Shotwell remarked that this would most likely be the last meeting held in the 2nd floor Board Chambers.

18. **CLOSED SESSION** – None.

19. **ADJOURNMENT**

Chairman Shotwell adjourned the January 19, 2010 meeting of the Jackson County Board of Commissioners at 7:15 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

Date: _____



J X N

Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

January 21, 2010

TO: Randy Treacher, County Administrator/Controller &
Airport Board Members

FROM: Kent Maurer, Airport Manager *KMaurer*

RE: Grant with MDOT Runway 7-25 Airport & Argyle Roads Engineering and
Design PLUS the Purchase of Additional Runway Guidance Signs for
Runway 14-32
Contract No. 2010-0089 Federal Project No. B-26-0051-2608

I am requesting approval of the referenced Sponsor Contract (and separate Resolution) with MDOT – Aeronautics for a total of \$50,000 to provide grant monies for acquisition of the referenced parcels and easements. The grant is comprised of \$47,500 Federal; \$1,250 State; and, \$1,250 local funding. The Airport Board approved this grant at their January 21, 2010 meeting.

I am requesting that this matter be place on the County Board of Commissioners agenda for consideration.

RESOLUTION ()
AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS
CHAIR, James E. Shotwell Jr. TO SIGN MDOT CONTRACT
#2010-0089 (FEDERAL PROJECT #B-26-0051-2608),
For Preliminary Engineering for Relocation of Airport and Argyle Roads plus Installation of
Taxiway Guidance Signs

WHEREAS, The FAA has indicated that Runway 6-24 at the Jackson County Airport does not have required "safety areas" at the ends and approaches; and

WHEREAS, Because of FAA Runway Safety Requirements, a new Runway 7-25 will be constructed; and

WHEREAS, The intersection of Airport and Argyle Roads must be moved to avoid interference with future Runway 7-25, requiring preliminary engineering and design in order to determine the impact on neighboring properties; and

WHEREAS, additional taxiway guidance signs are necessary for existing Runway 14-32 and need to be purchased; and

WHEREAS, This project is necessary and in the public interest; and

WHEREAS, Grant funds in the amount of \$50,000 were allocated by the Michigan Bureau of Aeronautics and Freight Services with an allocation of \$47,500 Federal; \$1,250 State and \$1,250 Local match amounts are required for the referenced projects; and

WHEREAS, The Jackson County Board of Commissioners has legal authority to approve this resolution and sponsor contract; and

WHEREAS, James E. Shotwell, Jr., is the Chairman of the Jackson County Board of Commissioners and has authority to sign such resolution and contract; and

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners approves of the referenced grant and contract authorizes James E. Shotwell Jr. to sign on behalf of the Jackson County Board of Commissioners.

James E. Shotwell, Jr., Chairman
February 16, 2010

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, 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 February 16, 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.

Amanda Riska, County Clerk

Date: _____



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

January 7, 2010

Kent Maurer, Airport Manager
Jackson County-Reynolds Field
3606 Wildwood Avenue
Jackson, Michigan 49202

Dear Mr. Maurer:

SUBJECT: Jackson County-Reynolds Field
Jackson, Michigan
Fed. Proj. No. B-26-0051-2608
MDOT Contract No. 2010-0089

Enclosed are the original and one copy of the above-described contract between your organization and the Michigan Department of Transportation. Please take time to read and understand this contract (**noting the special conditions in Appendix F**). If this contract meets with your approval, please complete the following checklist:

____ **PLEASE DO NOT DATE THE CONTRACTS.** MDOT will date the contracts when they are executed. (A contract is **not** executed unless both parties have signed it.)

____ Secure the necessary signatures on **both** contracts.

Include a certified resolution/authorization that specifically names the official(s) authorized to sign the contract. One must be submitted even though you may have submitted one to us in the past.

If applicable, please provide any credit documentation to the project manager as soon as possible.

____ Return **both** copies of the contract to my attention at the address below for execution by MDOT. In order to meet the scheduled project start date and/or timely processing of project costs, **please return the contract by February 4, 2010.** One fully executed contract will be forwarded to you.

If you have any questions, please call me at 517-335-9960.

Sincerely,

Susan Panetta, Contract Administrator
Bureau of Aeronautics and Freight Services

Enclosures

cc: Amanda Hopper
File
DAB 1-19-10

MICHIGAN DEPARTMENT OF TRANSPORTATION
JACKSON COUNTY BOARD OF COMMISSIONERS
CONTRACT FOR A FEDERAL/STATE/LOCAL
AIRPORT PROJECT
UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and Jackson County Board of Commissioners, hereinafter referred to as the "SPONSOR," for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Jackson County-Reynolds Field, whose associated city is Jackson, Michigan, such undertaking hereinafter referred to as the "PROJECT," estimated in detail in Exhibit 1, dated December 10, 2009, attached hereto and made a part hereof.

PROJECT DESCRIPTION: PRELIMINARY ENGINEERING FOR THE RELOCATION OF ARGYLE ROAD. INSTALLATION OF TAXIWAY GUIDANCE SIGNS. THIS WORK IS FURTHER DEFINED IN CONTRACT NO. FM 38-01-C70.

WITNESSETH:

WHEREAS, the PROJECT is eligible for federal funding pursuant to the Airport and Airway Improvement Act of 1982, as amended, and/or the Aviation Safety and Noise Abatement Act of 1979; and

WHEREAS, the DEPARTMENT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

WHEREAS, the DEPARTMENT is responsible for the allocation and management of block grant funds pursuant to the above noted act;

NOW, THEREFORE, the parties agree:

1. The term "PROJECT COST," as herein used, is defined in Attachment(s) 1, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. The DEPARTMENT will select the consultant for each element of the PROJECT involving preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to the DEPARTMENT.
3. Make payment to the DEPARTMENT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to insure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping,
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter

referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract.

- b. Audit and Inspection. The SPONSOR will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 U.S.C. 7501-7507) the OMB Circular A-133, as revised or amended, and the provisions of 1951 PA 51; MCL 247.660h; MSA 9.1097(10i), as applicable, that is in effect at the time of Contract award with regard to audits.

- i. Agencies expending a total of Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds from one or more funding sources in their fiscal year will comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The SPONSOR will submit two (2) copies of:

- The Reporting Package
- The Data Collection Package
- The management letter to the SPONSOR, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

- ii. Agencies expending less than Five Hundred Thousand Dollars (\$500,000.00) in federal funds must submit a letter to the DEPARTMENT advising that a circular audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the DEPARTMENT federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

- iii. Address: Michigan Department of Transportation
Multi-Modal Transportation Services Bureau (Aeronautics)
2700 East Airport Service Drive
Capital City Airport
Lansing, MI 48906-2060

- iv. Agencies must also comply with applicable state laws and regulations relative to audit requirements.
- v. Agencies will not charge audit costs to the DEPARTMENT's federal programs that are not in accordance with the aforementioned OMB Circular A-133 requirements.

- vi. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
 - vii. The federal award associated with this Contract is CFDA Airport Improvement Program number 20.106, Federal Project Number B-26-0051-2608, award year 2008, Federal Aviation Administration, Department of Transportation.
- c. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
 6. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from the DEPARTMENT or SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the DEPARTMENT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against the DEPARTMENT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to the DEPARTMENT semi-annually in the format set forth in Appendix G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the DEPARTMENT.

7. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all state, federal, and local applicable statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the Special Conditions set forth in Appendix F, attached hereto and made a part hereof.

In addition, the SPONSOR agrees to accomplish the project in compliance with the FAA "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on October 19, 2006.

THE DEPARTMENT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 14 at the time of award of the amendment for approved work.
9. Upon receipt of payment request approved by the SPONSOR, make payment for eligible PROJECT COSTS. The DEPARTMENT will seek reimbursement from the FAA through the block grant issued to the DEPARTMENT for funds expended on eligible PROJECT COSTS.

The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED:

11. The PROJECT COST participation is estimated to be as shown below and as in the attached Exhibit 1. Exhibit 1 is to be considered an estimate. The actual DEPARTMENT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	\$47,500.00
Maximum DEPARTMENT Share	\$1,250.00
SPONSOR Share	<u>\$1,250.00</u>
<i>Estimated</i> PROJECT COST	\$50,000.00

12. The PROJECT COST will be met in part with federal funds granted to the DEPARTMENT by the FAA through the block grant program and in part with DEPARTMENT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum DEPARTMENT obligation shown in Section 11.

For portions of the PROJECT where only DEPARTMENT and SPONSOR funds will be applied to the final settlement, DEPARTMENT funds will be at a rate not to exceed ninety percent (90%), and the total DEPARTMENT funds applied toward the PROJECT COST may be up to but will not exceed the maximum DEPARTMENT obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Any items of PROJECT COST not funded by FAA or DEPARTMENT funds will be the sole responsibility of the SPONSOR.

DEPARTMENT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. The DEPARTMENT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The SPONSOR agrees that the costs reported to the DEPARTMENT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
14. The PROJECT COST shown in Section 11 is the maximum obligation of DEPARTMENT and federal funds under this Contract. The maximum obligation of DEPARTMENT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by the DEPARTMENT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Administrator of Airports Division of the Multi-Modal Transportation Services Bureau (Aeronautics).

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section

11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

15. In the event it is determined by the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COST incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting excess funds be returned or at the time of financial closure, whichever comes first.
16. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the DEPARTMENT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the SPONSOR fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by

the DEPARTMENT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

17. This Contract will be in effect from the date of award through twenty (20) years.
18. Failure on the part of the SPONSOR to comply with any of the conditions in this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this Section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.
19. Any approvals, acceptances, reviews, and inspections of any nature by the DEPARTMENT will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and inspections by the DEPARTMENT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by the DEPARTMENT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of the DEPARTMENT.

20. In connection with the performance of PROJECT work under this Contract, the parties (hereinafter in Appendix A referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

The SPONSOR will carry out the applicable requirements of the DEPARTMENT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

21. In accordance with 1980 PA 278; MCL 423.321 et seq; MSA 17.458(22), et seq, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the national Labor Relations Act, 29 USC 158. The DEPARTMENT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
22. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT as a third-party beneficiary.

The SPONSOR shall notify the DEPARTMENT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify the DEPARTMENT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract.

23. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.

24. The DEPARTMENT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
25. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and the DEPARTMENT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to the DEPARTMENT with this Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

EXHIBIT 1

JACKSON COUNTY-REYNOLDS FIELD JACKSON, MICHIGAN

Project No. B-26-0051-2608
Contract No. FM 38-01-C70

December 10, 2009

	Federal	State	Local	Total
ADMINISTRATION	\$950	\$25	\$25	\$1,000
DEPARTMENT-AERO	\$950	\$25	\$25	\$1,000
LAND	\$0	\$0	\$0	\$0
DESIGN	\$20,900	\$550	\$550	\$22,000
Relocation of Argyle Road - preliminary engineering				
AERO - Design	\$2,850	\$75	\$75	\$3,000
CONSULTANT - Design	\$18,050	\$475	\$475	\$19,000
CONSTRUCTION	\$25,650	\$675	\$675	\$27,000
Install taxiway guidance signs	\$25,650	\$675	\$675	\$27,000
CONTINGENCIES	\$0	\$0	\$0	\$0
Funding Contingency	\$0	\$0	\$0	\$0
TOTAL PROJECT BUDGET	\$47,500	\$1,250	\$1,250	\$50,000

MAC Transfer: 11/18/09

ATTACHMENT 1

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING CONSTRUCTION WORK AT ALL CLASSIFICATIONS OF AIRPORTS

1. The term PROJECT COST shall include the cost of the physical construction necessary for the completion of the PROJECT, including the costs of preliminary, design and construction engineering and supervision, environmental studies and reports, airport layout plan updates relating to the PROJECT and the cost of advertising for and receiving bids.
2. The DEPARTMENT is authorized by the SPONSOR pursuant to this contract to advertise and to award the contract for the construction work in the name of the SPONSOR in accordance with the following:
 - a. Prequalification of bidders shall be determined by the DEPARTMENT in accordance with the "Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work".
 - b. Prior to advertising the construction work for receipt of bids, the SPONSOR may delete any portion or all of the PROJECT work.
 - c. If after receipt of bids for the construction work, the SPONSOR gives notice of circumstances which affect its ability to proceed, the DEPARTMENT, on behalf of the SPONSOR and with the concurrence of the FAA, if required, shall reject the bids.
 - d. In the event of the rejection of all bids, any costs incurred by the DEPARTMENT shall be deemed to be PROJECT COST.
 - e. Upon receipt of bids, the DEPARTMENT, on behalf of the SPONSOR, will select the most responsive bid in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports". The DEPARTMENT will then prepare a "Recommendation to Award" and submit it to the FAA and the SPONSOR. The DEPARTMENT will forward the contract documents to the contractor and then the SPONSOR for execution.
 - f. The DEPARTMENT is authorized to receive, hold, and return proposal guarantees on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports".
 - g. In the event of the forfeiture of a proposal guaranty, in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports", and upon receipt of a request from the SPONSOR the DEPARTMENT will forward to the SPONSOR the forfeited proposal guaranty.

- h. The DEPARTMENT is authorized to receive performance and lien bonds and certificates of insurance on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports".
 - i. The SPONSOR, upon presentation of the contract documents, by the DEPARTMENT, and subject to the possible implementation of the exceptions provided in paragraph b & c, above, will execute and return the appropriate documents on or before a date to be set by the DEPARTMENT in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports."
 - j. Upon receipt of the executed contract documents from the SPONSOR, the DEPARTMENT will award the contract.
- 3. The DEPARTMENT is authorized by the SPONSOR, pursuant to this Contract, to approve subcontracts, between the prime contractor and the subcontractor, on behalf of the SPONSOR. Any such approvals shall not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.
 - 4. Should termination of a construction contract, pursuant to Section 80-09 of the DEPARTMENT's applicable "General Provisions for Construction of Airports" occur, the DEPARTMENT shall be given immediate written notice by the SPONSOR.
 - 5. Any changes to the PROJECT plans and specifications made after receipt of bids requires prior written approval of the DEPARTMENT and the FAA. The SPONSOR or their representatives may request such changes by initiating a change order to the construction contract in accordance with the "General Provisions for Construction of Airports" and the DEPARTMENT's "Project Engineers Manual" for airport construction. Any change orders determined to be significant by the DEPARTMENT shall require a prior written amendment to this Contract.

In the event that during the course of PROJECT construction, it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR's on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

- a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.

Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.

- b. The SPONSOR or their representative immediately notify the DEPARTMENT of such overruns and the estimated cost thereof.
 - c. That such on-site approval is necessary for the continuity in construction and that obtaining approval prior to proceeding would cause a material interruption in the PROJECT resulting in a significant increase in costs.
- 6. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents, will be ineligible for reimbursement with federal and state participating funds, or will be subject to a price adjustment approved by the DEPARTMENT and the FAA.
 - 7. Upon completion of the work in each construction contract and the acceptance thereof by the SPONSOR, the SPONSOR or their designated representative shall give immediate written notice to the DEPARTMENT.
 - 8. The SPONSOR hereby agrees that it will maintain said Airport in full operating condition on a year-round basis for a period of twenty (20) years in accordance with general utility licensing requirements set forth by the Michigan Aeronautics Commission rules and regulations. During this period, the Airport shall not be abandoned or permanently closed without the express written permission of the DEPARTMENT.
 - 9. In addition to the requirements of paragraph 8 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to also provide to the DEPARTMENT a prior written notice of any such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value shall be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase shall be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Deputy Director of the Multi-Modal Transportation Services Bureau (Aeronautics), Michigan Department of Transportation.

- 10. The SPONSOR will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States in the State of Michigan, and will not permit any activity thereon which would interfere with its use for airport purposes; provided that nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to any act of God or other condition or circumstances beyond the control of the SPONSOR.

11. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in FAA Advisory Circulars.

For a period of twenty (20) years, the SPONSOR will make the airport available, as an airport, for public use, to all types, kinds and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined on the basis of the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport, for either aeronautical or non-aeronautical activities, will be expended for the capital or operating costs of the airport; the local airport system; or other local facilities, which are owned or operated by the SPONSOR and directly and substantially related to the actual air transportation of passengers or property.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

Appendix B
(Aeronautics)

CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21
CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Revised October 1, 2005)

APPENDIX C

Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Airport Name: Jackson County-Reynolds Field
Associated City: Jackson, Michigan
Project No: B-26-0051-2608

APPENDIX F

SPECIAL CONDITIONS

1. **RUNWAY PROTECTION ZONES** The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
 - a. **Existing Fee Title Interest in the Runway Protection Zone.**
The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map, except for navaids that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
 - b. **Existing Easement Interest in the Runway Protection Zone.**
The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
2. **AIR AND WATER QUALITY.** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation, or termination of federal assistance under this agreement.
3. **BUY AMERICAN REQUIREMENT.** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
4. **WASTE DISPOSAL SITES.** It is hereby agreed by and between the parties hereto that, within its authority, the Sponsor will not approve or permit the establishment or existence of a waste disposal site which has been determined to be objectionable under the provisions of FAA Order 5200.5A, dated January 31, 1990, entitled "Waste Disposal Sites On or Near Airports."

5. OPEN BIDDING. The Sponsor agrees not to include in any bid specification, project agreement, or other controlling documents to perform construction activities under this grant, any provisions which would:

- a. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
- b. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
- c. Require any bidder, offeror, contractor, or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:
 - (1) become members of or affiliated with a labor organization, or
 - (2) pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.

The Sponsor further agrees to require any contractor or subcontractor to agree to not include any similar provision that would violate paragraphs a through c above in their contracts or subcontracts pertaining to the projects under this grant.

6. PAVEMENT MAINTENANCE MANAGEMENT PROGRAM (PGL 95-2). For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance program as is required by airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

Pavement Maintenance Management Program. An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. As a minimum, the program must include the following:

- a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:
 - (1) location of all runways, taxiways, and aprons;
 - (2) dimensions;
 - (3) type of pavement, and;
 - (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. **Inspection Schedule.**

- (1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspection may be extended to three years.
- (2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

7. AGENCY AGREEMENT. The Sponsor will not amend, modify, or terminate the agency relationship between the Sponsor, as principal, and the Michigan Aeronautics Commission, as agent, created by the Agency Agreement without prior written approval of the FAA.

Prime Consultant Statement of DBE Subconsultant Payments

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs.

PRIME CONSULTANT:			<input type="checkbox"/> CHECK IF PRIME IS MDOT-DBE CERTIFIED		AUTHORIZATION NO.		CONTRACT NO.	
BILLING PERIOD:							<input type="checkbox"/> Check if Final Payment	
CERTIFIED DBE CONSULTANT		SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS BILLING PERIOD	DBE AUTHORIZED SIGNATURE (Final Payment Report Only)
								DATE
As the authorized representative of the above prime consultant, I state that, to the best of my knowledge, this information is true and accurate.								
PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE (SIGNATURE):					TITLE		DATE	
FOR MDOT USE ONLY								

COMMENTS:

CONTRACT ADMINISTRATOR (Signature)	DATE:
---	--------------

Special note: "Prime Consultant or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26.

INSTRUCTIONS

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Contract Administrator semi-annually. Some forms may be blank if no payment was made since the previous billing.

For "Authorization No., Contract No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Billing Period," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning the project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Billing Period" report actual payments made to the subcontractor for services during this billing period.

Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT CONTRACT ADMINISTRATOR:

Complete "Comments" if necessary, sign, date and forward to the Office of Equal Opportunity within seven (7) days of receipt.

RESOLUTION (02-10.3)
IN SUPPORT OF THE FINAL REPORT OF THE LEGISLATIVE COMMISSION ON
STATUTORY MANDATES, DECEMBER 2009

WHEREAS, the electorate of the State of Michigan passed an amendment in November 1978 to the State's Constitution that required the State to fund mandates imposed on local units of government (often referred to as the "Headlee Amendment"); and

WHEREAS, the Headlee Amendment (Article IX, Section 29) states:

"The state is hereby prohibited from reducing the state financed proportion of the necessary costs of any existing activity or service required of units of Local Government by state law. A new activity or service or an increase in the level of any activity or service beyond that required by existing law shall not be required by the Legislature or any state agency of units of Local Government, unless a state appropriation is made and disbursed to pay the unit of Local Government for any necessary increased costs. The provision of this section shall not apply to costs incurred pursuant to Article VI, Section 18." and;

WHEREAS, the Headlee Amendment became effective on December 23, 1978; and

WHEREAS, the State Legislature established the Legislative Commission on Statutory Mandates (LCSM) through P.A. 98 of 2007, as amended by P.A. 356 of 2008 and assigned the LCSM to identify mandates (including those involving reports) and the related cost of the mandates to local units of government, along with recommendations to resolve the unfunded mandates; and

WHEREAS, the LCSM worked with the Citizens Research Council (issued an analysis of other state's statutes and constitutional requirements similar to the Headlee Amendment) and local units of government associations; and

WHEREAS, the LCSM issued a report in June 2009 entitled "Interim Report of the Legislative Commission on Statutory Mandates" that indicated, among other matters, that the State had failed to enact legislation enabling the Headlee Amendment and has not complied with the Headlee Amendment since its adoption in 1978; and

WHEREAS, the LCSM has completed its report in December 2009 entitled "Final Report of the Legislative Commission on Statutory Mandates" that reaffirms the Interim Report results and provides recommendations, including but not limited to:

- Drafted legislation and court rules that would mitigate unfunded mandates imposed on local units of government in the future.
- Proposed procedures that will prevent new unfunded mandates from being imposed on local units of government.
- Proposed procedures that would be corrective should unfunded mandates be imposed that include, among other requirements:

- A submission of an action before the Court of Appeals to be heard by a special master in order to rule on whether the matter is a mandate and if the mandate is underfunded.
- Require the Court of Appeals to rule on the above within six months of the filing.
- Should the Court of Appeals not rule on the above within six months, the local unit of government would have no obligation to continue to provide the services until such time as the State complies with the Headlee Amendment.

NOW THEREFORE BE IT RESOLVED that the Jackson County Board of Commissioners supports the findings and recommendations in the interim and final reports of the Legislative Commission on Statutory Mandates and encourages the Governor, Legislature and Supreme Court to adopt and enact the recommendations cited in the final report.

BE IT FURTHER RESOLVED that the Jackson County Board of Commissioners approves the release of this resolution to be distributed to the Governor, Legislators, Supreme Court and local units of government legislative boards and executives located within Jackson County.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
February 16, 2010

**COUNTY OF JACKSON
DEPARTMENT OF HUMAN RESOURCES**

**120 West Michigan Avenue
Jackson, Michigan 49201**

**Telephone (517) 788-4340
FAX (517) 788-4404**

To: Randy Treacher
County Administrator/Controller

Date: January 25, 2010

From:  Joni Johnson

Re: DROP for Non-Union Employees

As requested, we need to submit to the Board of Commissioners for their approval a change to the DROP provisions for non-union employees. The change would be as follows:

All non-union employees entering the Deferred Retirement Option Program (DROP) on or after February 17, 2010, will earn a minimum of 4.0% interest on their DROP deposits up to a maximum equal to the actual annual rate of return of the pension system minus 1.0%.

If you need any further please let me know.

COUNTY OF JACKSON
DEPARTMENT OF HUMAN RESOURCES

120 West Michigan Avenue
Jackson, Michigan 49201

Telephone (517) 788-4340
FAX (517) 788-4404

To: Randy Treacher
County Administrator/Controller

Date: January 28, 2010

From:  Joni Johnson

Re: McGraw Wentworth

McGraw Wentworth is currently our Agent of Record for our health insurance administered by Blue Cross Blue Shield. In 2009 when we transferred our Medicare eligible retirees to Humana, we did that without designating an Agent of Record for Humana. In order to continue the valuable assistance and input from McGraw Wentworth on all health insurance issues I would recommend designating McGraw Wentworth as our Agent of Record for Humana.

This designation will not incur any additional cost to the County. In addition it will allow McGraw Wentworth access to all retiree medical information that is on file with Humana. Their continued analysis and oversight of the Humana plan will help us to monitor both our BCBS and Humana coverage.

Given the high cost of health care and our continued efforts to continually look at all options of maintaining our costs as best we can it makes sense to have the ongoing support of McGraw Wentworth for the Humana coverage as well.

**JACKSON COUNTY CIRCUIT-FAMILY-PROBATE COURTS
OFFICE OF COURT ADMINISTRATOR**

312 SOUTH JACKSON STREET

JACKSON, MICHIGAN 49201

(517) 768-8565 FAX:(517) 788-4623

Charles M. Adkins, Court Administrator

TO: Mr. Randy Treacher
FROM: Charles M. Adkins *CMA*
DATE: Jan. 28, 2010
RE: Technology Fund and Equipment Fund 402 Rollover

Judge McBain and I would like to request the annual rollover of remaining funds in the Technology and 402 accounts.

The balances at year end were:

978051 Court Technology: \$ 7,603.00

978131 Circuit Equipment: \$28,761.55

The carryover funds will be used for continuing technology upgrades .

**Jackson County Department on Aging
Feb. 2010 Budget Adjustment Summary**

	Revenue Change	Expense Change	Net Org Key Change
101670 Home Care	10,950	6,465	-4,486
101671 Senior Centers		-9,626	-9,626
101672 Case Coord., MMAP, Chore, Adm.	6,500		-6,500
101673 Meals on Wheels	6,200	21,439	15,239
101674 Congregate Meals	15,355	6,844	-8,511
101677 Grandparent/Caregiver	-1,080	-564	516
101678 Geriatric Mental Health	-18,854	-18,854	0
	19,071	5,703	-13,368

Summary:

- 101670 New Reg. 2 AAA grant for Caregiver Support (unmet needs)
Eliminate vacant non-union PT Outreach position; hire Casual instead
 Reinstate casual Home Care Worker hours previously reduced
- 101671 Move portion of FT position from Senior Center to Congregate: bill to Recover Act
- 101672 Medicare Medicaid Assistance Program revenue increase
- 101673 Less grant and Medicaid Waiver Meals on Wheels revenue; more USDA revenue
 Recovery Act Revenue & Expense for meal vehicle
- 101674 Congregate grant and Recovery Act revenue increases
 Lower FT Enrichment Specialist cost
- 101677 Caregiver grant funding changes: less money, more mileage costs
- 101678 Less Alzheimer's Respite grant funding

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2010

LINE ITEM							
FUND	DEPT.	ACCOUNT	ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
							0
101	670	676	006	Respite Care Grant	45,000	11,000	56,000
101	670	676	008	Prsnl Care Medicaid Wvr AAA	35,000	10,000	25,000
101	670	696	030	Caregiver Services Grant	0	11,050	11,050
101	670	696	045	Grant-Homemaker Personal Care	125,000	5,400	119,600
101	670	695	000	Miscellaneous	7,000	3,000	10,000
101	670	696	006	Donations-Respite	3,500	700	2,800
101	670	696	040	Donations-Homemaker/Personal	19,000	2,000	21,000
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
					27,050	16,100	10,950

REASONING:

Reg. 2 AAA referrals for Medicaid Waiver Respite expected to be less than budgeted.
Reg. 2 AAA changes in grant amounts; new Caregiver Services grant for unmet needs.
Misc. Revenue for DHS client services currently higher than expected.

DEPT HEAD

DATE _____

1/29/10

COMMITTEE

DATE _____

BUDGET DIR

DATE _____

ADMIN

DATE _____

BOARD OF COMM

DATE _____

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2010

[illegible]

REASONING:

Change PT Non-union Outreach Worker to Casual.

Reinstate Casual Home Care Worker hours to 2009 level.

DEPT HEAD

DATE _____

COMMITTEE

DATE _____

BUDGET DIR

DATE _____

ADMIN

DATE _____

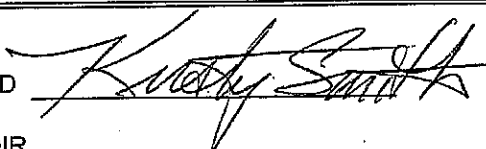
BOARD OF COMM

DATE _____

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2010

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
								0
101	671	704	000	Wages-Full Time	30,037		6,646	23,391
101	671	715	000	FICA	2,768		508	2,260
101	671	716	000	Health Ins.	7,517		1,944	5,573
101	671	717	000	Life Ins.	146		32	114
101	671	718	000	Retirement	3,844		746	3,098
101	671	719	000	Worker's Comp.	271		50	221
								0
101	671	957	000	Employee Training	0	300		300
								0
								0
								0
								0
								0
						300	9,926	-9,626

REASONING:	
Move 101671 Enrichment Specialist time (15%) to 101674 Congregate: bill to Reg. 2 AAA Recovery Act grant	
Enrichment Specialist now defined contribution.	
Sr. Health Promotion Health Educator NETA exercise instructor certification continuing education.	

DEPT HEAD  DATE 1/28/10

BUDGET DIR _____ DATE _____

COMMITTEE _____ DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____

**COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2010**

[illegible]

REASONING:

Donations from seniors receiving Medicare enrollment and drug plan counseling.
Purchase of Service rev. from Reg. 2 AAA for Medicare Low Income Subsidy applications completed.

DEPT HEAD

BUDGET DIR

DATE _____

DATE _____

COMMITTEE

ADMIN

BOARD OF COMM

DATE _____

DATE _____

DATE:

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2010

[illegible]

REASONING:

Increase Service Contract (copy center lease and database maintenance) to 2009 level.

DEPT HEAD

BUDGET DIR

DATE _____

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COMMITTEE

ADMIN

BOARD OF COMM

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**COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2010**

[illegible]

REASONING:

Increase USDA based on 2008 and 2009 revenue received.
Reduce Grant revenue to current 2010 allocation; less than 2009 grant award.
Lower client donations based on 2009 revenue received.
Recovery Act funding for meal delivery vehicle.
Reg. 2 AAA Medicaid Waiver revenue continues to decline; lower to 2009 level.

DEPT HEAD

BUDGET DIR

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COMMITTEE

ADMIN

BOARD OF COMM

DATE _____

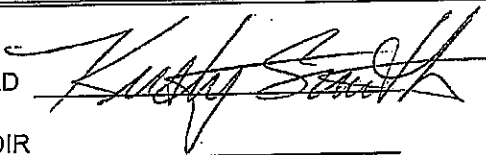
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COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2010

LINE ITEM							
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	AMENDED BUDGET
							0
101	673	705	000	Wages-Part Time	76,872	966	77,838
101	673	715	000	FICA	31,389	74	31,463
101	673	718	000	Retirement	30,075		29,417
101	673	719	000	Worker's Comp.	3,077	7	3,084
							0
							0
101	673	864	000	Gasoline Usage	10,000	5,450	15,450
101	673	978	000	Capital Outlay	0	15,600	15,600
							0
							0
							0
							0
							0
						22,097	21,439

REASONING:
Fill PT Union Cook vacancy: Change hours, less retirement cost.
Return fuel budget to 2009 expense level.
Purchase meal delivery vehicle (Recovery Act funds).

DEPT HEAD  DATE 1/29/10

BUDGET DIR _____ DATE _____

COMMITTEE _____ DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2010

[illegible]

REASONING:

Grant increases for Congregate and Recovery Act.

DEPT HEAD

DATE _____

1/22/10

BUDGET DIR

DATE _____

COMMITTEE

DATE _____

ADMIN

DATE _____

BOARD OF COMM

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COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2010

LINE ITEM				ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
FUND	DEPT.	ACCOUNT						
								0
101	674	704	000	Wages-Full Time	93,591		1,300	92,291
101	674	705	000	Wages-Part Time	18,934	212		19,146
101	674	705	500	Casual	60,621	3,180		63,801
101	674	715	000	FICA	13,335	160		13,495
101	674	716	000	Health Ins.	27,605	1,944		29,549
101	674	717	000	Life Ins.	490	32		522
101	674	718	000	Retirement	10,765		3,050	7,715
101	674	719	000	Worker's Comp.	1,352	16		1,368
								0
101	674	728	100	Non-Grant Expenses	5,050	2,950		8,000
101	674	730	000	Office Supplies	700	200		900
101	674	776	000	Cleaning Supplies	5,000	1,700		6,700
101	674	957	000	Employee Training	422	800		1,222
101	674	933	000	Maint. of Equip.	300	200		
						11,194	4,350	6,844

REASONING:	
Move 101671 Enrichment Specialist time (15%) to 101674 Congregate: bill to Reg. 2 AAA Recovery Act grant	
Enrichment Specialist Grade 9 Hire-rate instead of Grade 10 3-year rate; defined contribution.	
Increase Casual hours for Kitchen food packers and clean up (related to Food Code procedures).	
Increase Non-Grant Expenses and Cleaning Supplies to 2009 actual expenses amount.	
Four staff attend Serve Safe training; bill to Recovery Act grant.	
Increase maintenance checks of kitchen equipment.	

DEPT HEAD

Kathy Smith

DATE

1/28/10

BUDGET DIR

DATE

COMMITTEE

DATE

ADMIN

DATE

BOARD OF COMM

DATE

**COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2010**

[illegible][illegible]

DEPT HEAD

BUDGET DIR

~~DATE~~.

DATE _____

1/28/10

COMMITTEE

ADMIN

BOARD OF COMM

DATE _____

DATE _____

DATE

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2010

[illegible]

REASONING:

Reg. 2 AAA grant changed focus to include in-home counseling for caregivers and care recipients: more mileage needed.
Reduce caregiver conference costs.

DEPT HEAD

DATE _____

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BOARD OF COMM

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**COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2010**

[illegible][illegible]

DEPT HEAD

BUDGET DIR

DATE _____

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COMMITTEE

ADMIN

BOARD OF COMM

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**COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2010**

[illegible][illegible]

DEPT HEAD

DATE _____

DATE _____

: COMMITTEE

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COUNTY OF JACKSON
DEPT ON AGING-BUDGET ADJUSTMENT
REVENUE
2010

[illegible][illegible]

BOARD OF COMM _____ DATE _____

COUNTY OF JACKSON
DEPT ON AGING-BUDGET ADJUSTMENT
EXPENSE
2010

LINE ITEM					CURRENT			AMENDED
FUND	DEPT.	ACCOUNT	ACCOUNT DESCRIPTION		BUDGET	INCREASE	DECREASE	BUDGET
								-
								-
101	890	989	000	CONTINGENCY	25,000		13,368	11,632
								-
								-
								-
								-
281	100	965	101	TRANSFER OUT-GF	973,000		13,368	959,632
281	100	965	000	TRANSFER TO FUND BALANCE	92,000	13,368		105,368
								-
								-
								-
								-
								-
								-
								-
								-
								-
					1,090,000	13,368	26,736	1,076,632

[illegible]

BOARD OF COMM _____ DATE _____

County of Jackson Budget Adjustments

[illegible]

DESCRIPTION OF ADJUSTMENT	
Adjust budget to reflect donation to Minard Mill Park	

DEPT HEAD/date

[Signature] 1/29/10

COMMITTEE/date

BUDGET DIR/date

ADMINISTRATOR/date

County of Jackson Budget Adjustments

[illegible]

DESCRIPTION OF ADJUSTMENT	
Adjust budget to reflect donation to the parks.	

DEPT HEAD/date

Drh 1/29/10

COMMITTEE/date

BUDGET DIR/date

ADMINISTRATOR/date

County of Jackson Budget Adjustments

[illegible]

DESCRIPTION OF ADJUSTMENT

Adjust budget to receive donation and increase Park's Equipment fund.

DEPT HEAD/date

1/29/10

COMMITTEE/date

BUDGET DIR/date

ADMINISTRATOR/date

COUNTY OF JACKSON
Parks-Carryovers
Expense
2009

LINE ITEM				ACCOUNT DESCRIPTION	CURRENT BUDGET	Actual	Carrover	Total
FUND	DEPT.	ACCOUNT						
245	208	931	071	Minard Park Expense	1,000	-	1,000	
245	208	931	075	Horton Park Project	4,346	-	4,346	
245	208	931	076	Falls Project Museum	614	312	302	
245	208	931	083	Vineyard Lake Expenses	46,583	14,908	31,675	
245	208	931	999	Capital Projects - Misc	83,029	35,819	47,210	84,533
245	208	699	000	Transfer In Prior Year FB				(84,533)
								-
								-
247	540	695	000	Miscellaneous				183,879
247	540	699	000	Transfer In Prior Year FB				(183,879)
								-
								-
402	978	978	208	Parks	63,846	50,040	13,806	13,806
402	981	699	000	Transfer In Prior Year FB				(13,806)
								-
								-
								-
								-
								-
								-
								-
								-
					199,068	101,079	98,339	201,808

REASONING:

	Carry-overs from 2009 to 2010
	<u>\$768 million</u>

DEPT HEAD

DATE _____

1/29/10

COMMITTEE

DATE _____

BUDGET DIR

DATE _____

ADMIN

DATE _____

BOARD OF COMM

DATE _____



Jackson County

ADMINISTRATOR/CONTROLLER

Randall W. Treacher, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Personnel and Finance Committee

FROM: Adam Brown, Deputy County Administrator

DATE: February 3, 2010

SUBJECT: Capital Fund Budget Adjustment

I. Background

- A. Construction on the new Board of Commissioners chamber is proceeding.
- B. Due consideration to the audio visual component of the room as well as the challenges posed by the room layout were not fully considered in the original scope of work and budget.
- C. As part of the architectural services contract for the fifth floor renovation, the county used an audio visual engineer to design and specify the equipment and programming necessary for the new chambers to be functional.

II. Current Situation

- A. The engineer has provided us with an initial audio visual design for the room. The design includes the following:
 - 1. Voting system
 - 2. Video screens that can be seen from all points of the room
 - 3. Audio recording
 - 4. Video recording, including live streaming and archiving
 - 5. Presentation capabilities for multiple formats
 - 6. Central control of all electronic components
- B. The estimated cost of the audio visual components is \$100,000, which was not included in the original budget.

III. Alternative Analysis

- A. Recommended Action - Approve budget appropriation of \$100,000 from the capital fund to the project fund to pay for audio/visual infrastructure.
1. Financial –
 - a. The layout of the room poses multiple challenges to using audio visual equipment. There is no central location where multi-media can be viewed from all points of the room. The size of the room poses challenges for the sound system, voting system, and presentation capabilities.
 - b. Sufficient funds are available in the capital fund to pay for these improvements to the board chambers. Money in the capital fund can only be used to pay for capital expenses and cannot be used to pay for operating expenses.
 - c. This up-front investment will provide for long-term savings for video production and printing. No additional staff will be needed to operate and record the meetings of the Board of Commissioners. The system uses intelligent programming to record the meeting with minimal staff assistance.
 2. Timing – To keep the project on track it is important that the board approve the budget adjustment in February. The specifications will be bid out and should be ready for the February meeting of the Board of Commissioners. We will request that a special meeting of the Personnel and Finance Committee be held so that the full Board can approve the bid at the February meeting.
 3. Service Level
 - a. The Commissioners meetings are not currently recorded in video. This system will allow us to make meetings of the Board of Commissioners available to the public either through live streaming or archiving.
 - b. Presenters to the Board of Commissioners will find a highly functional and user friendly means to give presentations. These presentation capabilities will improve the availability of information for the audience.
- B. Alternative B - Scale Back
1. Financial - The Board could redirect us to scale back the improvements. Elements to be cut out would be video recording and presentation capabilities. Some of the savings would be offset, although not completely, by a replacement voting system and audio recordings system. In other words, the current design makes efficient use of some of the upgraded components that will be negated if the design is altered.

2. Timing – The project will be delayed if the system has to be redesigned.
3. Service Level – Citizens will not have the added benefit of live or archived video of the Commissioners' meetings. Audience viewers will experience the same challenges they currently experience of not being able to view everything the commissioners can view.

C. Alternative C - Take No Action

1. Financial – No financial impact.
2. Timing – The project will be delayed if the system has to be redesigned.
3. Service Level – The system will be non-functional. The existing equipment is inadequate for the new environment.

IV. Next Steps

- A. **Approval of Budget Amendment** – With the Personal and Finance Committee's approval of the budget amendment the full Board can approve the amendment to the capital fund budget at the February 16, 2010 meeting of the full Board of Commissioners.
- B. **Bids** - Staff will analyze the bids and prepare an award of contract in a special session of the Personnel and Finance committee during the February 16, 2010 meeting of the Board of Commissioners.

V. Recommendation

- A. Approve budget appropriation of \$100,000 from the capital fund to the Commission Chamber project fund to pay for audio/visual infrastructure.

Commissioner Board Appointments – February 2010

<u>BOARD</u>	<u>NEW TERM EXPIRES</u>	<u>CURRENT MEMBER</u>	<u>APPLICANTS</u>	<u>COMMITTEE RECOMMENDED APPOINTMENTS</u>
<u>Land Bank Authority</u>				
1) Commissioner Member	10/2012	Pat Smith (resigned)	Jon Williams	Jon Williams
<u>Mid-South Substance Abuse Advisory Council</u>				
(*New Committee – 2 year terms)				
1) Public Member	1/2012		Rebecca Filip	Tina Belcourt
1) Public Member	1/2012		Lorenz Kielhorn	Linda Marks
			Tina Belcourt	
			Linda Marks	
			Lisa Brown	

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: **Williams Jonathan T**
Last First Middle Initial

HOME ADDRESS: **803 Brighton Road Jackson 49203**
Street City Zip Code

TELEPHONE: **517-262-3561**
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. **LAND BANK AUTHORITY** 2. 3.

Community Activities/Civic Organization/Boards/Commissions:

Activity/Organization:	Length of Service	Position(s) Held:

Employment:

Current Employer:	Position:	Dates of Employment:

Education:

Please indicate why you are requesting appointment to this Board(s)/Commission(s):

Additional Information you feel may be helpful in considering your request for Appointment:

JONATHAN WILLIAMS

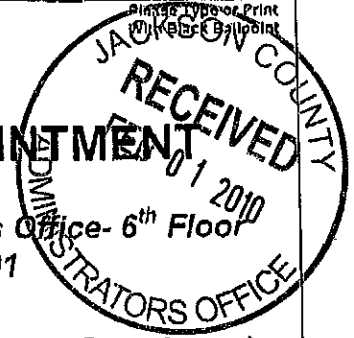
1/27/10

Signature

Date

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: KIELHORN LORENZ P.
Last First Middle Initial
HOME ADDRESS: 5676 Vroman Rd. Jackson 49201
Street City Zip Code
TELEPHONE: 517-563-8283 517-784-2929 206-4155 lpkielhormo@Yahoo.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Mid-South Substance Abuse Advisory Council. 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

Activity/Organization:	Length of Service	Position(s) Held:
<u>See Attached.</u>	_____	_____
_____	_____	_____
_____	_____	_____

Employment:

Current Employer:	Position:	Dates of Employment:
<u>Victory Clinic</u>	<u>Medical Director</u>	<u>July 2002 to Present</u>
<u>Garcia Laboratory</u>	<u>Medical Director</u>	<u>July 2005 to Present</u>

Education:

See Attached

Please indicate why you are requesting appointment to this Board(s)/Commission(s):

I feel I have the training, experience and background which would be a service.

Additional Information you feel may be helpful in considering your request for Appointment:

Any conflict of interest, real or perceived, I would disqualify myself from vote.
2/1/10

Signature

Date

LORENZ P. KIELHORN, M.D.

5676 Vrooman Road
Jackson, Michigan 49201
Phone: (517) 563-8283
Fax: (517) 563-8596
Email: lpkielhornmd@yahoo.com

Education

- Bachelor of Science, Creighton University, Omaha, NE 1968
- Internship, Medical Technology: Sparrow Hospital, Lansing, MI 1968-69
- Graduate School, Clinical Laboratory Management, Michigan State University Department of Pathology, 1970-1972
- Medical Doctor degree, Michigan State University College of Human Medicine, East Lansing, MI 1972-76
- Residency in Anatomic and Clinical Pathology, Mayo Graduate School of Medicine, Rochester, MN 1976-80

Certification and Licensure

- American Society of Clinical Pathologists Board Certification in Medical Technology, 1969
- State of Minnesota Medical License 1978-1984
- State of Michigan Medical License, 1980 to present
- State of Indiana Medical License, 2008 to present
- American Board of Pathology Certification, Anatomic and Clinical Pathology, 1980
- CYTYC ThinPrep® Certification September 2003
- Buprenorphine Certification 2003
- American Society of Addiction Medicine Certification, 2004
- Certified Methadone Advocate 2006
- Medical Review Officer Certification 2007
- American Board of Addiction Medicine 2008

Educational Appointment

- Clinical Assistant Professor, Department of Psychiatry, Michigan State University, College of Human Medicine, 2009 to present

Work Experience

- Medical Technologist at Clinton Memorial Hospital, St. Johns, MI 1969-70
- Medical Staff Membership at W. A. Foote Memorial Hospital, Jackson, MI 1980 to June 2001
 - Medical Director School of Medical Technology, 1980-1983
 - NAACLS Inspector for Medical Technology Internship Programs, 1982

- Medical Director of Hematology & Coagulation 1980-2001
- Medical Director of Blood Bank: 1980 to 2001
- Tissue and Transfusion Committee: 1980 to 2001, Chairman, 1989-93
- Infection Control Committee: 1980-92, 2000
- Utilization Review Committee: 1983-87
- Bylaws Committee: 1987 to 2001, Chairman, 1989-91
- Credentials Committee: 1987 to 2001, Chairman, 1989-91
- Quality Management Committee: 1987 to 2001, Chairman 1987-88
- Chief of Staff Elect: 1987
- Chief of Staff: 1987-89
- Vice Chairman Department of Pathology and Laboratory Medicine, 1991-2001
- College of American Pathologists Inspector for Laboratory Improvement Program
- Part-time Medical Tutor, Michigan State University College of Human Medicine, Fall of 2001 to June 2002
- Medical Director of Victory Clinic, Jackson, MI & Kalamazoo, MI, May 2002 to present
 - Clinical Instructor to Medical Students & Residents, MSU-CHM, Kalamazoo Campus
- Medical Director(2007) and Clinical Pathology Consultant for Garcia Clinical Laboratory, Jackson, MI, July 2005 to present
- Medical Director of Victory Clinic, South Bend, Indiana November 2008 to present

Continuing Medical Education Since 2002

- Surgical Pathology & Cytology Double Scope Experience and Review at Mayo Clinic, Rochester, MN. October 2003-December 19, 2003 (full time)
- Cytopathology Review at Detroit Medical Center, Wayne State University, May 2003-August 2003 (part time)
- CAP Performance Improvement Program in Surgical Pathology 2002 & 2003
- CAP Test Your Memory Archives CME 2002, 2003 & 2006
- CAP Conference 2007
- Cytology Board Review Course Osler Institute, May 2003

Professional & University Organization Memberships

- American Society of Clinical Pathologists
- College of American Pathologists
- American Society of Addiction Medicine
- Michigan Society of Addiction Medicine
- Michigan Society of Pathologists
- American Society of Addiction Medicine
- American Association for the Treatment of Opioid Dependence
- Jackson County Medical Society
 - Alternate Delegate, 1982-83, Delegate 1991-95
 - Secretary, 1984-87

- Vice President, 1993-95
- President, 1995-97
- Legislative Committee: 1987-2000, Chairman 1991-2000
- Michigan Society of Pathologists: 1986 to present
- Michigan State Medical Society
- Michigan State University College of Human Medicine Alumni Association, Life Member, President 1984-1986
- Michigan State University Alumni Association, Life Member
- Michigan State University President's Club
- Society of Correctional Physicians 2008-present

Service Organizations

- Jackson County Red Cross Board: 1982-91, 1992 to 2006
 - Blood Services Committee: 1982-91 & 1992 to present, Chairman 1987-88
 - Executive Committee: 1991
- Great Lakes Regional Red Cross
 - Blood Services Scientific and Advisory Committee: 1985-98
 - Blood Services Board of Directors: 1990-98
- United Way of Jackson County
 - Allocation Committee: 1989, Fund Raising Committee, 1985
- Michigan State University College of Human Medicine Alumni Board, 1985-1999
 - President, 1987-91

Volunteer Medical Work

- Dominican Republic Medical Mission Trip: July 1998 (MMI)
- Dove Clinic, Jackson, MI, 2001 to Fall, 2002

Please Type or Print
With Black BallpointPlease Type or Print
with Black Ballpoint

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: Filip Rebecca L.
Last First Middle Initial

HOME ADDRESS: 5036 Harlett Drive Jackson 49203
Street City Zip Code

TELEPHONE: 517-783-2428 rfilip@comcast.net
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Mid-South Substance Abuse Advisory Council 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Jackson Community Corrections Board</u>	<u>2 years</u>	<u>Board Member</u>
<u>Jackson Business & Professional Women</u>	<u>2-3 years</u>	<u>Member</u>
_____	_____	_____

Employment:

<u>AWARE, Inc.</u>	<u>Executive Director</u>	<u>November 26, 2007 - present</u>
Current Employer:	Position:	Dates of Employment:

Education:

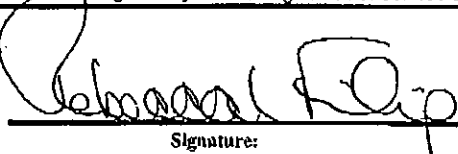
B.A. - Michigan State University - Criminal Justice/Psychology; M.A. - Spring Arbor University - Master in Counseling - Licensed Professional Counselor

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

I have experience working in the field of substance abuse and would like to serve the community in an area where I have experience to contribute.

Additional Information you feel may be helpful in considering your request for appointment:

I have a long history of working in social service agencies in our community as well as experience in the criminal justice field.


 Signature:

January 28, 2010

Date:

Submit

Reset

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: Belcourt Tina
Last First, Middle Initial
HOME ADDRESS: 6302 Wheaton Rd. Jackson 49201
Street City Zip Code
TELEPHONE: 517-936-8960 tinabelcourt@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Midsouth Substance Abuse Commission 2. Domestic Violence Coordinating Council 3. Human Services Coordinating Alliance

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>City of Jackson Police Academy</u>	<u>11 weeks</u>	<u>Community member</u>
<u>Florence Crittenton Services</u>	<u>3 months</u>	<u>Intern / Counselor</u>
<u>Jackson county Foster Care</u>	<u>4 months</u>	<u>Intern / Service Specialist</u>

Employment:

<u>Belcourt Household</u>	<u>Domestic Engineer</u>	<u>1990-2010</u>
Current Employer:	Position:	Dates of Employment:

Education:

2009-Bachelor in Family Life Education (Spring Arbor University) & 2004-Associate in Criminal Justice (Schoolcraft College)

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

I have always been interested in volunteering as I believe we must, at times, be the change we seek in this life. Instead of complaining, I believe we should get involved!

Additional Information you feel may be helpful in considering your request for appointment:

As I have a vast amount of unique experiences, I able to offer several talents. Therefore, I promise to bring a great deal of competence too any board!

Tina M. Belcourt
Signature:

1/28/2010
Date:

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: Marks Linda
Last First, Middle Initial
HOME ADDRESS: 1126 S. Bowen St. Jackson 49203
Street City Zip Code
TELEPHONE: 517-962-4333 (Home) 517-282-5514 (Cell) Ocslou@aol.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Mid-South Substance Abuse Advisory Council 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Florence Crittenton Board</u>	<u>3 years</u>	<u>Board Member</u>
<u>Jackson Friends of Library Board</u>	<u>2 years</u>	<u>Board Member</u>
<u>Michigan Family Support Council</u>	<u>8 years</u>	<u>Board Member and Secretary</u>

Employment:

<u>State of Michigan --Retired</u>	<u>Program and Policy Analyst</u>	<u>12/1973 to 7/2002</u>
Current Employer:	Position:	Dates of Employment:

Education:

Central Michigan University, BA and MA degrees

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

Since I have retired I would like to be more involved in local government. I also have a personal interest in the area of substance abuse and the impact on the community.

Additional Information you feel may be helpful in considering your request for appointment:

I have worked in a social work capacity for a good part of my career and was licensed as a Social Worker by the State of Michigan.

Linda F. Marks 1/28/2010
Signature: Date:

COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

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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: Brown Lisa _____
Last First, Middle Initial
HOME ADDRESS: 6507 S. Jackson Rd. Jackson 49201
Street City Zip Code
TELEPHONE: 517 812 7057 gardenchick78@yahoo.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Mid-South Substance Abuse Council 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>n/a</u>	_____	_____
_____	_____	_____
_____	_____	_____

Employment:

<u>Paradise Farms</u>	<u>owner/farmer</u>	<u>2003-Present</u>
Current Employer:	Position:	Dates of Employment:

Education:

Assoc./Horticulture, Assoc./Interior Design

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

Would like to serve the community and offer assistance on substance abuse issues in the community

Additional Information you feel may be helpful in considering your request for appointment:

I am a recovering addict myself (21 years continuous clean time)

Lisa A Brown 1/29/2010
Signature: Date:

ARTICLE V

ADVISORY COUNCIL

Section 1. Purpose. The Advisory Council shall provide an opportunity for members of the recovery community, family, and other interested parties to participate in the planning, development, and delivery of the substance use disorder treatment and prevention services throughout the Commission's service area.

Section 2. Members. The various Boards of Commissioners shall appoint members to serve on an Advisory Council to the Commission. At least one appointee from each County shall be selected from either A or B below. The Advisory Council membership shall be drawn from:

- A. Emphasis shall be given to members of the community-at-large who have personal experience with recovery from substance use disorders.
- B. Individuals who are or have been directly served by substance use disorder treatment, prevention, and recovery programs.
- C. Public and private treatment agencies and the local prevention coalitions.

The Advisory Council shall consist of eighteen (18) members, two (2) of whom shall be appointed from each participating County and the Chairperson of the Commission or his/her designee.

Section 3. Appointments. The members appointed to the Advisory Council shall be for two (2) year terms.

Section 4. Vacancies/Removal. Vacancies shall be filled for the unexpired term pursuant to the provisions for appointment of members by each appointing unit. The appointing unit may remove any appointed members for neglect of duty or official misconduct, as determined by the appointing unit.

Section 5. Payment of Mileage Expenses. Advisory Council members shall be paid for their mileage expenses associated with attendance at regular meetings at the prevailing mileage rate paid by the Commission.

Section 6. Meetings. Advisory Council members shall meet as a full Advisory Council on a bi-annual basis for the purpose of evaluating existing services and making recommendations to the Program Development Committee for additional services to be provided in accordance with the needs of their respective communities. Subcommittee meetings shall be held for the purpose of planning and participating in local community focus groups. Advisory Council members will help in recruiting people from the recovery community to participate in their local community focus group.

TENTATIVE AGREEMENT SUMMARY
JACKSON COUNTY DEPUTY SHERIFFS ASSOCIATION

1. Two year contract, 2010 – 2011. 0% wage increase.
2. DROP: Employees enrolling in the DROP on or after 1/1/2010 will have a fluctuating rate of return as follows: A guarantee of a minimum of 4.0% to a maximum equal to the actual annual rate of return of the pension system minus 1.0%.
3. PTO to be allowed in ½ hour increments.

**TENTATIVE AGREEMENT SUMMARY
DISTRICT COURT PROBATION AGENTS ASSOCIATION**

1. Elimination of all performance incentives effective 1/1/2010.
2. Change to number of years to be eligible for retiree health insurance:

21 years	75%
22 years	80%
23 years	85%
24 years	90%
25 years	95%
3. Employees enrolling in the DROP on or after 1/1/2010 will earn a minimum of 4.0% interest on their DROP deposits up to a maximum equal to the actual annual rate of return minus 1.0%.
4. 2010 and 2011: 0% wage increase. Me-too clause with AFSCME for wages only in 2010 and 2011.

**TENTATIVE AGREEMENT SUMMARY
COMMAND OFFICERS ASSOCIATION OF MICHIGAN**

1. Wages: 0% increase for 2010 and 2011.
2. Change to the DROP provision as follows: Employees enrolling in the DROP on or after 1/1/2010 will have a fluctuating rate of return as follows:
A guarantee of a minimum of 4.0% to a maximum equal to the actual annual rate of return of the pension system minus 1.0%.
3. Fitness Incentive Testing to be offered annually in May.

All other provisions of the contract remain as-is for 2010-2011.

COUNTY OF JACKSON POLICY MANUAL

ADMINISTRATIVE

**Policy No.
5130**

TELEPHONES

No personal long distance telephone calls are to be charged to Jackson County.

Adopted: 12/18/01
Reviewed: 2/16/10

COUNTY OF JACKSON POLICY MANUAL

ADMINISTRATIVE

**Policy No.
5150**

USE OF COUNTY MEETING ROOMS

When requests are made by a person/firm not affiliated with County government to use a County meeting/conference room, there will be a charge of \$50 for the first two hours (minimum) and \$10 per hour thereafter for use of a room.

This charge will not apply to County Boards/Committees, nonprofit organizations, or other meetings that are held/sponsored by County departments/staff. County activities and meetings are always to be given priority.

Adopted: 12/18/01
Reviewed: 2/16/10