

**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 June 15, 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
June 15, 2010
7:00 p.m.
Commission Chambers – 5th Floor Tower 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 Gail W. Mahoney*
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**

7:10 p.m. A. **Public Hearing to Adopt the 2011 General Fund Budget**

Attachments: None.

Roll Call B. **Resolution (06-10.17) Jackson County 2011 General Appropriations Act**

Attachments:

*Resolution (06-10.17)

Roll Call C. **Resolution (06-10.16) to Establish the 2011 Budget for the General Fund and for Special Revenue, Enterprise, Capital Project, and Internal Services Funds for the County of Jackson**

Attachments:

*Resolution (06-10.16) and attachments

9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES**
 - A. **County Affairs**

1. **Resolution (06-10.21) Intergovernmental Agreement Between the County of Jackson and the City of Jackson for the Purpose of Sharing Resources for City and County Parks**

Attachments:

*Resolution (06-10.21)

*Intergovernmental Agreement

11. **MINUTES** - Minutes of the 5/18/10 Regular Meeting of the Jackson County Board of Commissioners

Attachments:

*5/18/10 Regular Meeting Minutes

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

A. **County Affairs**

1. **MDOT Request for Drainage Easement on Airport Land**

Attachments:

*MDOT Request for Drainage Easement on Airport Land

2. **Weir Farm Lease**

Attachments:

*Memo from Parks Director regarding the Weir Farm Lease

*Weir Farm Lease

B. **County Agencies**

3. **District Court Appointed Services Contract**

Attachments:

*Memo from Deputy Administrator and District Court regarding Court
Appointed Services Contract

*Contracts – Lyons, Clark, Jacobs & Engle, Brandt & Dehncke, Dungan & Lady

C. **Human Services** – None.

D. **Personnel & Finance**

4. **Health Department – WIC Staffing/Personnel Request/Full-Time Registered Dietician**

Attachments:

*Memo from Health Officer regarding Personnel Request

5. District Court – Request for Job Reclassifications

Attachments:

*Memo from District Court Administrator Regarding Job Reclassifications

6. Budget Adjustments

- a. Health Department
- b. Fleet/Facilities Department

Attachments:

*Health Department Budget Adjustment Summary and Budget Adjustment

*Fleet/Facilities Department Budget Adjustment

7. Claims – Claims dated 5/1/10 – 5/31/10

13. STANDING COMMITTEES

A. County Affairs – Commissioner Dave Lutchka

1. Appointments

a. Agricultural Preservation Board

- one public member with agricultural interests, term to 6/2013
- one public member with local natural resource conservation interests, term to 6/2013
- one Commissioner member, term to 6/2011

b. County Building Authority - one public member, term to 6/2013

c. Jury Board - one public member, term to 4/2013

d. Upper Grand River Watershed Council – three public members, terms to 6/2012

Attachments:

*Commissioner Board Appointments - June 2010

*Applications

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

C. Human Services – Commissioner Mike Way - None.

D. Personnel and Finance – Commissioner James Videto - None.

14. **UNFINISHED BUSINESS** – None.

**2ndnd Reading
& Adoption**

A. **Animal Shelter Fees**

Attachments:

- *Shelter Fee & Staffing Memo
- *Existing Shelter Fees
- *Shelter Fees Comparison
- *2010, 2011, 2012, 2013 Fees

15. **NEW BUSINESS**

Roll Call

A. **Resolution (06-10.22) for Property Acquisition for Runway #7-25 Safety Area Project**

Attachments:

- *Resolution (06-10.22)
- *Memo from Airport Manager dated 6/22/10 and attachments
- *Declaration of Taking – Parcel #96

Roll Call

B. **Resolution (06-10.20) Supporting the Center for Family Health's New Facility**

Attachments:

- *Resolution (06-10.20)

C. **Revised/Reviewed Policies**

- **Vehicle Policies 7020, 7050**
- **Purchasing Policies 2000, 2010, 2040, 2050, 2060, 2070, 2080**

Attachments:

- *Policies 7020, 7050, 2000, 2010, 2040, 2050, 2060, 2070, 2080

D. **Tentative Agreement Summary-Attorney Referee/Magistrate's Association and County of Jackson, Courts**

Attachments:

- *Tentative Agreement

16. **PUBLIC COMMENTS**

17. **COMMISSIONER COMMENTS**

18. **CLOSED SESSION** – None.

19. **ADJOURNMENT**

Resolution (06-10.17)

JACKSON COUNTY 2011 GENERAL APPROPRIATIONS ACT

WHEREAS, in accordance with the provisions of Michigan Public Act 621 of 1978, the Uniform Budgeting and Accounting Act for Local Government, it is the responsibility of the Jackson County Board of Commissioners to establish and adopt the annual County Budget; and

WHEREAS, the County Administrator/Controller has received budget requests from all County and appropriated departments and submitted a proposed budget in which revenues equal expenses; and

WHEREAS, Commissioners at a Study Session have reviewed the Administrator's proposed budget and made appropriate recommendations; and

WHEREAS, the full Board of Commissioners has reviewed the proposed General Fund Budget and a General Appropriations Act balancing total expenses with anticipated revenues has been formulated; and

WHEREAS, a public hearing was publicized and held on the Budget for the fiscal year 2011; and

WHEREAS, the FY 2011 Budget is predicated on the removal of certain positions that will be vacated in 2011; and

WHEREAS, incentive pay for non-union employees has been eliminated for Fiscal Year 2011; and

WHEREAS, the FY 2011 Budget proposed to use \$736,956 of the General Fund Balance and \$250,000 from the Budget Stabilization Fund;

WHEREAS, the FY 2011 Budget reimburses employee mileage based on the IRS recognized rate.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners does hereby adopt the 2011 operating budget as the official budget for Jackson County for the fiscal year beginning January 1, 2011; and

BE IT FURTHER RESOLVED that the FY 2011 Budget is based on an operating millage rate of 5.1187 mills; and

BE IT FURTHER RESOLVED that the FY 2011 Budget is based on a Jail millage rate of 0.4851 mills; and

BE IT FURTHER RESOLVED that the FY 2011 Budget is based on a Senior millage rate of 0.2473 mills; and

BE IT FURTHER RESOLVED that the FY 2011 Budget is based on a Medical Care Facility

millage rate of 0.1398 mills; and

BE IT FURTHER RESOLVED that appropriate funds as detailed in the budget be transferred to the General Fund; and

BE IT FURTHER RESOLVED, pursuant to Michigan Public Act 2 of 1986, that 50% of the actual Convention Facility/Liquor Tax revenues received from the State shall be used for the specific purpose of substance abuse prevention in the County; and

BE IT FURTHER RESOLVED, pursuant to Michigan Public Act 264 of 1987, that 12/17ths of the Health and Safety Fund Act revenues shall be distributed to the local Health Department to be used only for public health prevention programs and services; and

BE IT FURTHER RESOLVED, also in accordance with Michigan Public Act 264 of 1987, that the remaining 5/17ths of the Health and Safety Fund Act revenues shall be distributed for personnel and operating costs, which are in excess of 1988 levels, at an existing county jail or juvenile facility.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
June 15, 2010

Resolution (06-10.16)
**To Establish the 2011 Budget for the General Fund and for
Special Revenue, Enterprise, Capital Project, and Internal
Services Funds for the County of Jackson**

WHEREAS, it is the responsibility of the Board of Commissioners to establish budgets for various activities of Jackson County in addition to the General Fund; and

WHEREAS, those funds include Special Revenue, Enterprise, Capital Project, and Internal Service funds, and

WHEREAS, budgets for those funds have been presented to the Board of Commissioners.

NOW THEREFORE BE IT RESOLVED, that the Jackson County Board of Commissioners adopts budgets for FY 2011 for the several funds outlined in the attached documents.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
June 15, 2010

Attachments:

*2011 General Fund

*2011 Special Revenue and Other Funds

*2011 Capital Budget

**JACKSON COUNTY
GENERAL FUND
2011 BUDGET SUMMARY-ORG KEY**

		REVENUE	EXPENSE
Board of Commissioners	101101	\$ -	\$ 221,652
Legislative Total	101101	-	221,652
Circuit Court	101131	525,643	2,186,867
Jury Commission	101135	31,200	216,539
12 th District Court	101136	3,723,846	3,399,291
Adult Probation-Circuit Court	101151	-	15,316
Prosecuting Attorney	101229	65,685	1,821,592
Public Defender	101230	157,000	1,178,182
Prosecuting Attny/Child Support	101231	182,522	228,049
Prosecuting Attny/Victim Rights	101232	101,000	188,567
District Court-Intensive Probation	101279	179,000	150,599
Judicial Total		4,965,896	9,385,002
Sheriff	101301	566,003	4,236,652
Road Patrol	101303	206,000	211,854
Lawnet Narcotics Grant	101311	48,105	225,576
Marine Law enforcement	101331	60,000	80,646
Emergency Dispatch	101345	91,000	1,385,106
County Jail/Wesley Street	101351	642,000	5,817,755
Community Corrections	101354	202,200	202,200
Emergency Management	101355	92,546	171,445
Truancy Grant	101356	82,780	118,280
Animal Shelter	101430	165,185	310,458
Animal Control	101431	-	239,933
Public Safety Total		2,155,819	12,999,905
Public Elections	101191	55,364	139,763
County Administrator/Controller	101201	-	308,557
County Clerk	101215	533,271	953,339
GIS	101222	104,000	169,576
Administrative Services	101223	-	535,108
Equalization	101225	24,000	512,101
Register of Deeds	101236	728,680	309,540
Remonumentation	101245	68,043	68,043
County Treasurer	101253	26,437,698	99,215
MSU Extension	101257	-	335,358
Information Technology	101258	65,551	948,382
Courthouse Maintenance	101265	9,760	599,984
Northlawn Complex Maintenance	101267	37,710	261,369
Tower Building Maintenance	101268	156,258	719,924
Woolworth Building Maintenance	101269	-	10,712
Blackstone Complex Maintenance	101273	-	12,463
Human Services Building	101274	-	313,737
Drain Commissioner	101275	-	187,001
General Government Total		28,220,335	6,484,172
Medical Examiner	101648	52,500	309,665
Dept on Aging/In Home Services	101670	313,020	623,969
Dept on Aging/Senior Center	101671	37,600	82,445
Dept on Aging/Senior Programs	101672	78,470	256,155
Dept on Aging/Home Delivered Meals	101673	658,000	1,019,204
Dept on Aging/Congregate Meals	101674	247,000	359,058
Dept on Aging/Geriatric Mental	101678	52,601	180,546
Veterans Burial Claims	101681	-	34,700
Veterans Affairs	101689	-	119,932
Social Service Total		1,439,191	2,985,674
Retirees Health Insurance	101632	-	1,468,625
Contingency	101890	-	265,403
Appropriations	101998	-	802,397
Misc. Expenses	101999	-	1,063,750
Other Total		-	3,600,175
Operating Transfer In	101981	4,633,518	-
Operating Transfer Out	101982	-	5,738,179
GENERAL FUND TOTALS		\$ 41,414,759	\$ 41,414,759

**JACKSON COUNTY
SPECIAL REVENUE & OTHER FUNDS
BUDGET SUMMARY
2011**

FUND	DESCRIPTION	REVENUE	EXPENSE
208	Parks	905,630	905,630
215	Friend of Court	2,867,115	2,867,115
218	Golf Courses	625,846	625,846
221	Health Department	4,047,068	4,047,068
245	Public Improvement	442,500	442,500
246	Airport Runway Project	50,000	50,000
247	Falling Waters Trail	15,000	15,000
248	Spark Park Renovation	500,000	500,000
256	Automation	162,250	162,250
257	Budget Stabilization	250,000	250,000
260	Revenue Sharing Reserve	0	0
263	Omnibus Forfeiture	10,000	10,000
264	PA Drug Enforcement	35,000	35,000
265	Sheriff Drug Enforcement	35,000	35,000
267	Joint Narcotics Forfeiture	275,000	275,000
269	Law Library	6,500	6,500
278	CAA Grant	300,000	300,000
280	Jail Millage	2,173,000	2,173,000
281	DOA Millage	1,034,500	1,034,500
285	Michigan Justice Training Grants	60,000	60,000
290	Jackson County FIA	900,000	900,000
292	Child Care	5,768,644	5,768,644
294	Veteran's Trust	55,000	55,000
295	Airport	502,322	502,322
297	Maintenance of Effort	850,000	850,000
402	Equipment	237,100	237,100
466	(1)Sheriff Equipment	0	726,225
561	Fair	841,075	841,075

(1) this is transfer in to GF

**JACKSON COUNTY
CAPITAL BUDGET SUMMARY
2011**

EQUIPMENT FUND (402):

Vehicles	\$ 165,000
Parks	39,000
Other	16,900
Imaging scanners	10,000
Computers	6,200

\$ 237,100

PUBLIC IMPROVEMENT (245):

Building modifications	\$ 139,500
Tuck pointing	90,000
Roof replacement and/or repair	88,000
Pictometry-flyover	40,000
Fire escape repair	35,000
Parks	25,000
Other	15,000
Carpet replacement	10,000

\$ 442,500

AIRPORT RUNWAY IMPROVEMENT (246):

Runway realignment	<u>\$ 50,000</u>
--------------------	------------------

RESOLUTION (06-10.21)

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF JACKSON AND THE CITY OF JACKSON FOR THE PURPOSE OF SHARING RESOURCES FOR CITY AND COUNTY PARKS

WHEREAS, The County of Jackson desires to enter into an intergovernmental agreement with the City of Jackson (the “Intergovernmental Agreement”) for the purpose of providing certain municipal services to both the County of Jackson and the City of Jackson; and

WHEREAS, the Intergovernmental Agreement shall authorize the transfer of certain functions and/or responsibilities to one another, to-wit: (1) the County of Jackson Parks Director shall also assume the role of the City of Jackson Parks and Recreation Department Director; (2) the City of Jackson Parks and Recreation Department Deputy Director shall also assume the role of the County of Jackson Deputy Parks Director; and (3) the City of Jackson Golf Professional shall also assume the role of the County of Jackson Golf Professional; and

WHEREAS, pursuant to the *Urban Cooperation Act* and the *Intergovernmental Transfers of Functions and Responsibilities Act*, being Public Act No. 7 and No. 8, respectively, of the Public Acts of 1967, as amended, MCL 125.501 *et seq.*, the County of Jackson is authorized to enter into intergovernmental agreements to provide municipal services including the transfer of functions and/or responsibilities to one another upon consent of each of the governmental entities involved.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners hereby authorizes the County of Jackson to enter into the Intergovernmental Agreement with the City of Jackson, according to its terms and conditions, a copy of which is attached to this resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, that either Randall W. Treacher, the County of Jackson Administrator/Controller, or Adam J. Brown, the Deputy Administrator, is authorized to execute the Intergovernmental Agreement on behalf of the County of Jackson.

BE IT FURTHER RESOLVED, that a copy of the fully executed Intergovernmental Agreement shall be filed in the Office of the Jackson County Clerk and in the Office of the Secretary of State for the State of Michigan prior to the effective date of the Intergovernmental Agreement.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
June 15, 2010

INTERGOVERNMENTAL AGREEMENT

This Agreement (the "Agreement") made this ____ day of June, 2010, by and between **The County of Jackson**, a Michigan municipal corporation, of 120 W. Michigan Ave, Jackson, Michigan 49201 (the "County"), and the **City of Jackson**, a Michigan municipal corporation, of 161 W. Michigan Ave., Jackson, Michigan 49201 (the "City").

RECITALS

- A. Pursuant to the *Urban Cooperation Act* and the *Intergovernmental Transfers of Functions and Responsibilities Act*, being Public Act No. 7 and No. 8, respectively, of the Public Acts of 1967, as amended, MCL 125.501 *et seq.*, the parties may make intergovernmental agreements to provide for municipal services including the transfer of functions or responsibilities to one another upon consent of each of the political subdivisions involved; and
- B. The parties desire to enter into the Agreement for the purpose of outlining the terms and conditions under which certain services will be provided to one another.

TERMS AND CONDITIONS

NOW, THEREFORE, in exchange for consideration referred to in the Agreement, the parties agree as follows:

- 1. **Services.** The following services and/or transfer of functions and responsibilities shall be provided:
 - a. The Director of the Jackson County Parks (the "Parks Director") shall also assume the role of the Director of the City of Jackson Parks and Recreation Department and shall be responsible for overseeing those areas that have been historically overseen by the Director of each of the respective departments pursuant to job descriptions to be provided by the County.
 - b. The Deputy Director of the City of Jackson Parks and Recreation Department (the "Deputy Director") shall also assume the role of deputy director of the Jackson County Parks and shall be responsible for assisting the Parks Director pursuant to a job description to be provided by the City.
 - c. The Golf Professional for the City of Jackson (the "Golf Professional") shall also assume the role of the golf professional for the County. The Golf Professional shall be responsible for overseeing the operation of

the golf courses, including miniature golf, driving ranges, and golf learning centers currently operated by the City and the County pursuant to a job description to be provided by the City.

2. **Costs.** All of the costs, including, but not limited to, compensation, federal and state payroll taxes, retirement plan contributions, health insurance, worker's compensation insurance, unemployment taxes, vehicles, communications systems and equipment, and other general expenses associated with each of the positions (the "Costs") shall be paid as follows:
 - a. The Costs for the services of the Golf Professional and the Deputy Director shall be borne solely by the City and they each shall continue to be an employee of the City.
 - b. The Costs for the services of the Parks Director shall be borne solely by the County and he or she shall continue to be an employee of the County.
3. **Property and Equipment.** Unless otherwise agreed in writing by the City and the County, all property, equipment and other assets used in conjunction with the performance of the services provided in the Agreement shall continue to be owned by the party that owned such property and equipment immediately prior to the Effective Date of the Agreement and upon termination of the Agreement, neither party shall have any claim to the property, equipment or other assets owned by the other.
4. **Effective Date.** The effective date of the Agreement shall be July 1, 2010 unless otherwise mutually agreed by the parties in writing (the "Effective Date").
5. **Term of the Agreement.** The term of the Agreement shall commence on the Effective Date and shall continue for twenty four (24) months thereafter, unless sooner terminated as hereinafter provided.
6. **Conditions Precedent.** The validity of the Agreement shall be conditioned upon the following:
 - a. The Agreement being approved by concurrent resolution of the governing body of the County and the City prior to the Effective Date.
 - b. The terms and conditions of the Agreement being entered in the respective minutes of the governing bodies for the meeting approving the Agreement.
 - c. A fully executed copy of the Agreement is filed with the Secretary of State for the State of Michigan, the County Clerk and the City Clerk prior to the Effective Date.
7. **Termination of Agreement.** Anything contained herein to the contrary notwithstanding, the Agreement may be terminated by either party, for any reason, upon sixty (60) days written notice to the other party following formal

action of the governing body of the terminating party authorizing the termination of the Agreement. Upon termination of the Agreement, the terms and conditions of the Agreement shall be null and void with the exception of the indemnification provisions of paragraph 8 which shall survive the termination of the Agreement. Upon termination of the Agreement by other than the expiration of the twenty four month term, written notice of the termination shall be provided to the County Clerk and the City Clerk.

8. **Indemnification.** To the extent not otherwise prohibited by law, each party shall hold the other party (including for purposes of this paragraph, their officers and employees) harmless, indemnify them for, and defend them (with legal counsel reasonably acceptable to them) against any cause of action, claim, damage, accident, injury or liability that may arise as a result of the transfer of services, functions or responsibilities as contemplated in the Agreement. This indemnification shall be in addition to any insurance coverage required in paragraph 7 above.
9. **Remedies.** The parties reserve all rights to pursue any matter that may be subject to dispute by the parties in any court of competent jurisdiction or by other available legal means.
10. **Entire Agreement.** This is the entire agreement between the parties regarding its subject matter and it supersedes and replaces all prior and contemporaneous agreements. It may not be amended except in writing signed by both of the parties hereto. The headings in the Agreement are for convenience only, and shall not be considered as a part of the Agreement but the Recitals are an integral part of the Agreement.
11. **Governing Law.** The terms and conditions of the Agreement shall be governed by the laws of the State of Michigan.
12. **Notices.** Any written notice required or permitted in the Agreement shall be given by first class mail addressed to County Administrator, on behalf of the County, and the City Manager, on behalf of the City, at the address of that party first written above.
13. **Governmental Immunity.** Nothing in the Agreement shall be construed as a waiver of governmental immunity or other defenses to liability of either party or any officer or employee of either party.
14. **No Creation of Legal Entity.** The Agreement does not create a separate legal entity, a public body corporate, or a joint venture.
15. **Federal, State or Other Grants.** Any grants from Federal, State, or other public or private sources to either the County or the City in conjunction with the services, functions or responsibilities contemplated in the Agreement shall

be retained by the party receiving the grant free of any claim by the other party.

IN WITNESS WHEREOF, each of the parties has caused the Agreement to be executed as of the date first written above, pursuant to a resolution of its governing body.

THE COUNTY OF JACKSON

By:_____

Its:_____

THE CITY OF JACKSON

By:_____

Its:_____

Prepared By:

Philip J. Curtis, Esq.
Curtis & Curtis, P.C.
120 W. Michigan Ave., Suite 1500
P.O. Box 766
Jackson, MI 49204-0766
517 787-9481
517 787-5622 (Facsimile)
pjcurtis@curtiscurtislaw.com

MINUTES
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
May 18, 2010
7:00 p.m.
Commission Chambers – 5th Floor Tower Building

1. **CALL TO ORDER** – Chairman Steve Shotwell called the May 18, 2010, Jackson County Board of Commissioners Meeting to order at 7:00 p.m.
2. **INVOCATION** – *by Commissioner Jim Videto*
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 Way for Approval of the Agenda. Motion carried unanimously.
6. **AWARDS & RECOGNITIONS** – None.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS**
 - A. Public Hearing regarding Jackson County's application to the Michigan State Housing Development Authority (MSHDA) for \$300,000 of Community Development Block Grant (CDBG) funds for single-family housing rehabilitation loans for eligible households

Dawn Flynn from Community Action Agency answered questions from the Board.

No public comment.
9. **PUBLIC COMMENTS**

Dale Markiewicz announced his candidacy for the 5th District Commissioner seat.

Carl Rice, Jr. announced his candidacy for the 3rd District Commissioner seat.

Paul Overeiner announced his candidacy for the 3rd District Commissioner seat.
10. **SPECIAL MEETINGS OF STANDING COMMITTEES** – None.
11. **MINUTES** - Minutes of the 4/20/10 Regular Meeting of the Jackson County Board of Commissioners

Cmr. Lutchka asked that the minutes from the 4/20/10 meeting be changed to reflect that Commissioner Duckham, gave the County Agencies report in the absence of Cmr. Mahoney.

Moved by Mahoney, supported by Williams to Approve the Minutes of the 4/20/10 Regular Meeting of the Jackson County Board of Commissioners. Motion carried unanimously.

12. **CONSENT AGENDA**

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

A. **County Affairs**

1. **Resolution (05-10.13) Grant with MDOT for Runway 7-25 Property/Easement Acquisition for Parcels 90, 91, 92, 93, E97, E98, and E99 and Condemnation Expenses for Parcels 86, E87, E88, E89, E100, 103, E105, E106 and E108 (Contract No. 2010-0270 Federal Project No. B-26-0051-2710)**
2. **2010 Taxable Values and Millage Rates**

B. **County Agencies** – None.

C. **Human Services**

3. **Department on Aging 2010 Food Vendor Bids**
4. **Resolution (05-10.15) Authorizing Application for 2010-2012 Michigan CDBG Homeowner Rehab Grant Renewal and Designating the Community Action Agency as Administrator for the Grant**
5. **Health Department FY 2009 Annual Report**
6. **Animal Shelter Fee and Staffing Proposal**

1st Reading

D. **Personnel & Finance** – None.

7. **Claims** – Claims dated 4/1/10 – 4/30/10

13. **STANDING COMMITTEES**

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

1. **Appointments**

- a. **Agricultural Preservation Board**, 1 public member with agricultural interests, term to 6/2010

Mr. Lutchka stated that the committee recommended Gregory Sanford. No other nominations from the floor. **Gregory Sanford appointed.**

- b. **Jackson County Employees' Retirement Board**, one member (Chair appointment), term to 5/2013

Mr. Lutchka stated that the committee recommended James Shotwell, Jr. No other nominations from the floor. **James Shotwell, Jr. appointed.**

- c. **Upper Grand River Watershed Council**, 6 public members, terms to 5/2012

Cmr. Lutchka stated that the committee recommended Jeffrey Heston, Geoff Snyder, and Patricia Rayl. No other nominations from the floor. **Jeffrey Heston, Geoff Snyder, and Patricia Rayl 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 (05-10.14) For Property Acquisitions for Runway #7-25 Safety Area Project**

Moved by Mahoney, supported by Elwell to Approve Resolution (05-10.14) For Property Acquisitions for Runway #7-25 Safety Area Project. Roll Call: (12) Yeas. Motion carried unanimously.

2. **Resolution (05-10.19) Authorizing Funding of Purchase Options for Four Woodville Road Parcels for the Runway 7-25 Safety Area Project**

Moved by Way, supported by Mahoney to Approve Resolution (05-10.19) Authorizing Funding of Purchase Options for Four Woodville Road Parcels for the Runway 7-25 Safety Area Project. Roll Call: (12) Yeas. Motion carried unanimously.

B. **Resolution (05-10.18) Honoring City of Jackson Police Officer James D. Bonneau**

Moved by Williams, supported by Mahoney to Approve Resolution (05-10.18) Honoring City of Jackson Police Officer James D. Bonneau. Roll Call: (12) Yeas. Motion carried unanimously.

Chairman Shotwell recognized the Mayor and fellow officers in the gallery.

C. **Revised/Reviewed Policies**

1. **Administrative Policies 5290, 5300
Personnel Policy 3090
Vehicle Policies 7010, 7030, 7040, 7060, 7070, 7080**

Moved by Mahoney, supported by Elwell to Approve Administrative Policies 5290, and 5300; Personnel Policy 3090; and Vehicle Policies 7010, 7030, 7040, 7060, 7070, and 7080.

16. **PUBLIC COMMENTS**

No Public Comment

17. **COMMISSIONER COMMENTS**

Cmr. Elwell complimented the Airport Manager.

Cmr. Williams thanked the Commissioners for their support of the Resolution honoring Officer Bonneau.

18. **CLOSED SESSION** – None.

19. **ADJOURNMENT**

Chairman Shotwell adjourned the May 18, 2010 Regular Meeting of the Jackson County Board of Commissioners at 7:22 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



J X N

Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

May 20, 2010

TO: Randall Treacher, County Administrator/Controller

FROM: Kent Maurer, Airport Manager

RE: Request from MDOT-Highways for a Drainage Easement
On Airport Land (formerly owned by the Tylutki family)

MDOT-Highways is requesting a permanent drainage easement on Airport property north of Michigan Avenue and east of M-60. This easement is for a below grade drainage structure; the details of which are contained on the attached pages.

The Airport Board approved sending this matter to the Board of Commissioners.



J X N

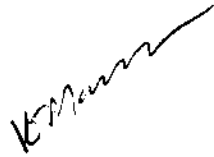
Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

May 5, 2010

TO: Airport Board Members

FROM: Kent Maurer, Airport Manager 

RE: MDOT-Highways Easement Request

I am forwarding a request from MDOT-Highways for a drainage easement on the "Tylutki Parcel" that is now owned by the County of Jackson. The drainage structure will be a catch basin that will be piped underneath Michigan Avenue to the south. The easement request has been reviewed by MDOT-Aeronautics and they added language unique to airport conditions. The compensation for this easement is a one time payment of \$14,000.

I am seeking permission to forward this easement request to the County Board of Commissioners for their consideration. I recommend approval.



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

GLORIA J. JEFF
DIRECTOR

April 29, 2010

Mr. Kent Mauer, Airport Manager
Jackson County Airport
3606 Wildwood Avenue
Jackson, MI 49202

CS 38082, JN 87469A, Parcel 105

Dear Mr. Mauer:

As you are aware, the Michigan Department of Transportation (MDOT) has found it necessary to acquire your property at Michigan Avenue (I-94 BL) in Blackman Township. In accordance with state laws and federal regulations governing purchase of property by MDOT, known as the Eminent Domain process, this letter is our written Good Faith Offer to purchase your property.

MDOT has reviewed your property as it relates to the needs for the project, and has prepared a Market Data Study to determined fair market value at \$12,000.

We are offering to pay you a total of \$14,000 for your property and improvements (buildings, gardens, etc.) within the proposed right-of-way. In legal terms, this constitutes our written Good Faith Offer, which represents payment for your real property.

Enclosed is a copy of the Market Data Study upon which our Good Faith Offer is based. Please review the all the materials carefully. If we missed anything that you believe to be significant to the amount of money you should be paid, please let us know, in writing, within 15 calendar days of the date of this letter. We are also available to discuss this offer with you to ensure that you understand all the documentation and that we answer whatever questions you may have related to this Good Faith Offer and the Eminent Domain process. MDOT will review any items you identify in your written response and let you know if we will make any changes to our Good Faith Offer.

If you choose, you have the right to request an appraisal be completed to determine the fair market value of your property. The appraisal will then become the basis for a revised written Good Faith Offer.

Mr. Kent Mauer
Jackson County Airport
Page 2
April 29, 2010

The Good Faith Offer we are making is for all property rights for all individuals and entities that may have a property interest in the parcel. If there is more than one person or entity with an interest in the property, you can decide among yourselves how the proceeds of sale should be divided or you can request a court to decide how to divide the payment. We are willing to advise you on how to make this request of a court.

We also must point out that, as part of this offer, we must and do reserve our right to bring federal or state cost recovery actions against you (the present owners) and/or any other potentially responsible parties relating to any release of hazardous substances on the property. If you have any questions on this provision, please let us know.

If you agree and are willing to accept our offer, please sign and date the enclosed Drainage Easement. Your signature on the Drainage Easement must be witnessed and notarized.

Thank you in advance for your consideration of our Good Faith Offer and your cooperation with MDOT on our acquisition of your property. If you have any questions about the project, this Good Faith Offer, your rights as a property owner, or any other issues, please contact me at (517) 373-4135.

Sincerely,

A handwritten signature in black ink, reading "Teresa R. Vanis". The signature is fluid and cursive, with the first name "Teresa" and last name "Vanis" clearly legible.

Teresa R. Vanis
Local Agency Coordinator
Real Estate Division

TRV 04-28-10

DRAINAGE EASEMENT

TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION
This information required by P.A. 286 of 1964

MDOT 0638 (12/02)

The Grantors County of Jackson, Michigan (Jackson County Airport - Reynolds Field Airport)

3606 Wilwood Avenue

Jackson, Michigan 49202

for the sum of Fourteen Thousand Dollars (\$14,000) conveys to the Michigan Department of Transportation, whose address is 4701 W. Michigan Ave., Jackson, MI 49201, an easement for drainage purposes, in, over, and upon the real estate located in the **Township of Blackman**, County of **Jackson**, described as:

LEGAL DESCRIPTION – SEE EXHIBIT "A"

Subject to the following: See Exhibit "B" for Concurrent Use Language.

This conveyance includes the consent of the grantors to the removal at any time of such trees, shrubs and vegetation as, in the judgment of the Michigan Department of Transportation, is necessary to the construction and maintenance of the highway. Notice to the grantors of the removal by the Michigan Department of Transportation of such trees, shrubs, and vegetation is required. The grantors agree that no trees, shrubs or vegetation shall be cut or removed from the highway drainage easement by the grantors, their heirs, successors and assigns, without notifying the Michigan Department of Transportation. The grantors agree for themselves, their heirs, successors and assigns, that no billboard, or advertising device, shall be erected, permitted or maintained on the right of way as described.

PROPERTY TAX CODE NUMBER: 000-08-31-151-007-02

CONTROL SECTION: 38082	PARCEL: 105	NAME: Jackson County Airport
JOB NUMBER: 87469A	FED ITEM NUMBER: N/A	FEDERAL PROJECT NUMBER: N/A

Signed this _____ day of _____, 20____

_____ Witness -	_____ Grantor -
_____ Witness -	_____ Grantor -
_____ Witness -	_____ Grantor -
_____ Witness -	_____ Grantor -

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MICHIGAN

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____

NOTARY PUBLIC - _____ COUNTY Michigan COMMISSION EXPIRES _____

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____ and _____
Name of Officer Name of Officer

the _____ and _____ respectively
Title of Officer Title of Officer

of _____ a _____, on behalf of the
Name of Corporation/Partnership/Entity Type of Entity

corporation/partnership/entity

NOTARY PUBLIC - _____ COUNTY Michigan COMMISSION EXPIRES _____

DRAFTED BY: Teresa R. Vanis

When recorded return to: MDOT – Real Estate Division
P.O. Box 30050
Lansing, MI 48909
ATTN: Teresa R. Vanis

EXHIBIT "A"

That part of Tract "A" lying Southerly and Westerly of a line described as: Commencing at the East 1/4 corner of Section 31, Town 2 South, Range 1 West, Blackman Township, Jackson County, Michigan; thence South 89 degrees 04'30" West, along the East-West 1/4 line of said Section 31 a distance of 2655.63 feet to the center of said Section 31; thence North 00 degrees 55'30" West, at right angles to said East-West 1/4 line 9.66 feet to the survey/construction centerline of Highway I-94 BL; thence North 87 degrees 21'57" West, along said centerline 280.94 feet; thence Northwesterly, continuing along said centerline and along a curve to the right 147.13 feet, said curve having a radius of 790.23 feet, a central angle of 10 degrees 40'03", and a chord of 146.92 feet, bearing North 82 degrees 01'55" West; thence Northwesterly, continuing along said centerline and along a curve to the left 57.52 feet, said curve having a radius of 1150.40 feet, a central angle of 02 degrees 51'53", and a chord of 57.51 feet, bearing North 78 degrees 07'50" West; thence North 10 degrees 26'14" East, at right angles to said centerline 168.78 feet to the Northerly right of way line of the Norfolk Southern Railroad and the point of beginning of said line; thence North 01 degree 06'52" West, 50.00 feet; thence South 88 degrees 40'21" West, parallel with said Northerly right of way line 500.00 feet to the point of ending of said line.

The lands described above in easement contain 23,130 square feet, more or less.

The bearings and distances of Tract "A" are based upon the last deed of record. All other bearings and distances are based upon Michigan State Plane Coordinates South Zone (2113).

Tract "A"

Beginning at the intersection of the North and South 1/4 line of Section 31, Town 2 South, Range 1 West, Blackman Township, Jackson County, Michigan, with the centerline of Woodville Road, thence West, along said centerline 264 feet to a point for the place of beginning of this description, thence South, parallel with the North and South 1/4 Line 330 feet, thence East, parallel with the centerline of said road 264 feet to the North and South 1/4 line, thence South, along North and South 1/4 line to the North line of the MCRR, thence West, along said North line to the East line of Highway M-60 (Relocated), thence North, along the East Line of said highway to the centerline of said road, thence East, along said road to the place of beginning.

CONTROL SECTION: 38082	PARCEL: 105	NAME: Jackson County Airport
JOB NUMBER: 87469A	FED ITEM NUMBER: N/A	FEDERAL PROJECT NUMBER: N/A

EXHIBIT "B" – CONCURRENT USE

1. The GRANTEE, its lessees or assigns, prior to entering upon lands of the GRANTOR for the purpose of: maintaining and cleaning the drainage structure owned by the GRANTEE, shall obtain the prior approval of the office of the Manager of the airport, which approval shall not be unreasonably withheld. The GRANTEE shall have the right from time to time to clear the easement of all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by the GRANTEE of the rights, privileges and easement herein granted.
2. The GRANTEE shall not permit any maintenance or construction equipment which would encroach into restricted airspace of clear zones, approach slopes, runway and taxiway, or safety areas to enter upon or be used upon lands of the GRANTOR without such prior approval; provided, however, that such prior approval shall not be necessary when an emergency condition exists and immediate action by the GRANTEE is necessary to protect the public health. When an emergency situation exists, the ingress and egress of the GRANTEE, its lessees or assigns, will be coordinated with the airport management.
3. The GRANTEE shall not construct nor permit to stand above ground level on said easement any building, structure, poles or other objects, manmade or natural.
4. The GRANTEE shall file a notice consistent with the requirements of FAR Part 77 (FAA Form No. 7460-1) prior to constructing any maintenance or improvement within said easement.
5. At such time in the future as deemed necessary by the GRANTOR, the GRANTOR may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, etc.) upon said easement provided notice is given to the GRANTEE at least 30 days prior to the start of construction. Should such development become necessary, the GRANTEE agrees to pay all costs associated with the protection or relocation of its facilities to accommodate said airport improvements.
6. This easement shall be binding on all other parties, both public and private, which presently, or at a future date, occupy or utilize the easement conveyed hereby for drainage purposes.
7. The GRANTEE agrees to maintain and protect at its own expense its drainage structure or appurtenances and equipment within the easement. Should a change in airport operations or standards require the upgrade or additional protection of the drainage structure, the cost shall be paid by the GRANTEE.
8. The GRANTEE agrees to pay for any increased cost of maintaining and operating the drainage structure resulting from the relocation of such structure and shall perform all necessary maintenance at its own expense in accordance with specifications approved by the GRANTOR and GRANTEE.
9. The GRANTEE agrees to require its contractors, at the contractor's expense, to procure public liability insurance in the minimum single-limit amount of Five Million Dollars (\$5,000,000), insuring against both personal injury and property damage arising from construction activities, and shall cause the Jackson County-Reynolds Field Airport name to be endorsed on the policy as an additional insured, and shall keep such insurance in force during the term of this Right of Entry Agreement, and shall deliver to the Jackson County-Reynolds Field Airport such policy or policies or certificates of coverage, said insurance to be issued by financially responsible insurance companies in accordance with the 1996 Standard Specifications, §107.10(C).
10. Exempt from Michigan Real Estate Transfer Tax under 1966 Public Act 134, Section (5)(h)(i), as amended. MCLA 207.505 (h)(i).
11. Exempt from Michigan Real Estate Transfer Tax under 1993 Public Act 330, Section (6)(h)(i), as amended. MCLA 207.526 (h)(i).

CONTROL SECTION: 38082	PARCEL: 105	NAME: C o u n t y o f J a c k s o n
JOB NUMBER: 87469A	FED ITEM NUMBER: N/A	FEDERAL PROJECT NUMBER: N/A

MICHIGAN DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED

MICHIGAN-PROJECT

CONTROL SECTION 38082

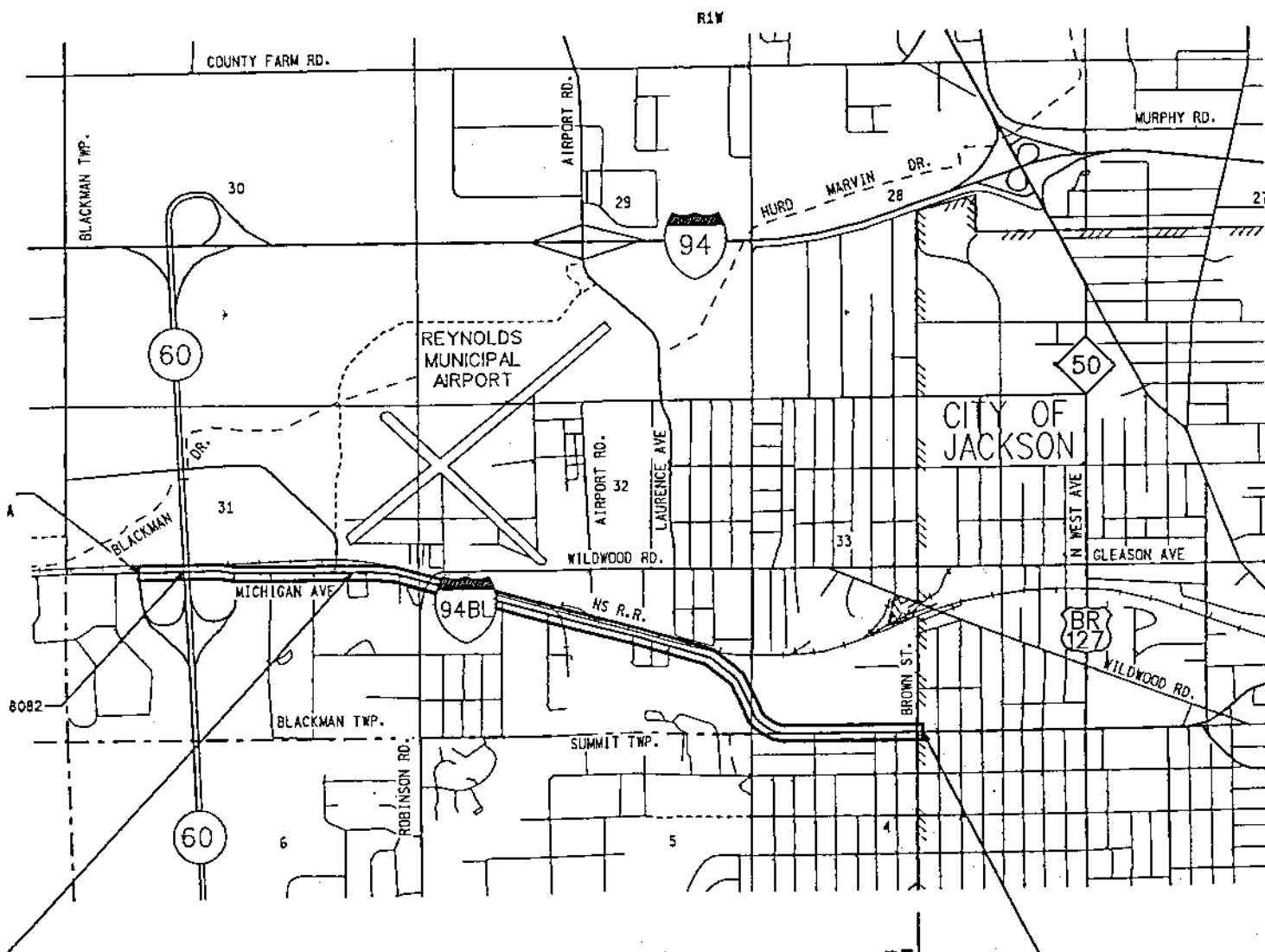
JOB NUMBER 87469B, 103337A

I-94 BUSINESS LOOP

JACKSON COUNTY

CITY OF JACKSON

BLACKMAN & SUMMIT TOWNSHIPS



T2S

STA 100+43.84
= WCL JACKSON
CSMP= 2.363
PRMP= 14.597

CONTROL SECTION 38082
JOB NUMBER 87469B
P.O.E. STA 101+92.56
CSMP= 2.391
PR= 897207
PRMP= 14.625

CONTROL 38082
JOB NO. 87469B
PARCEL 105

650' ±

330' ±

264' ±

1150' ±

1480' ±

105

EB M-60

TO EX LA ROW

TO EX ROW

ROW TO CONSTRUCT AND MAINTAIN DRAINAGE STRUCTURE

50.00' N 1° 06' 52" W TO EX ROW

914' ±

STA 1944+00

PT = 1946+04.65 CONST

N.S.R.R.

APPROX N-S 1/4 LINE

STA 1948+85.59 CONST C= APPROX N-S 1/4 LINE AT 9.66' LT OF SEC 31

T-94 BL (MICHIGAN AVE)

CENTER SECTION 31

1938 1939 1940 1941 1942 1944 1945 1946 1947 1948 1949 1950

N 88° 40' 21" E

PC = 1941+63.79 CONST

PT = 1942+11.46

PT = 1945+17.71 = 304

PT = 1945+34.61 = 104

N 87° 21' 57" W SURVEY/CONST C

2655.63

S 89° 04' 30" W

31 32



OFFICE MEMORANDUM

DATE: April 13, 2010
TO: Jeffrey R. Ruest
University Region Real Estate Agent
FROM: Walt Frisbie
University Region Appraiser
SUBJECT: C/S 38082, J/N 87469B, I-94 Business Loop (W. MI Ave.) Market Study.

The purpose of this market study is to estimate the right of way compensation for the above-referenced project in Blackman and Summit Townships, Jackson County. This project area is comprised of mostly commercial and light industrial uses, with some vacant land. Almost the entire stretch is zoned for commercial or industrial use. In my opinion, this land along W. Michigan Avenue has a present or future highest and best use for commercial purposes. Therefore, it is recommended that the property owners be compensated based on commercial land values. A summary of the land comparables used in this market study are listed as follows:

<u>Comparable</u>	<u>Date of Sale</u>	<u>Sale Price</u>	<u>Size</u>	<u>Price/Sq. Ft.</u>
1	5/07	\$80,000	17,680 SF	\$4.52
2	6/08	\$325,000	12,134 SF	\$26.34
3	10/08	\$380,000	17,266 SF	\$22.01
4	Offering	\$728,000	5.6-Acres	\$2.98

The comparables range from \$2.98 to \$26.34 per square foot. Sales 2 and 3 were assemblage purchases of parcels at the southwest corner of Michigan Ave. and Brown Street, across from Westwood Mall. Comparable 4 is a current offering of a larger parcel towards the west end of this job, east of the Hyundai Dealership. Variable square foot unit rates have been used for the take areas from the subject properties, based on their locations. A percentage of the fee values is assigned for easements and consents for grading.

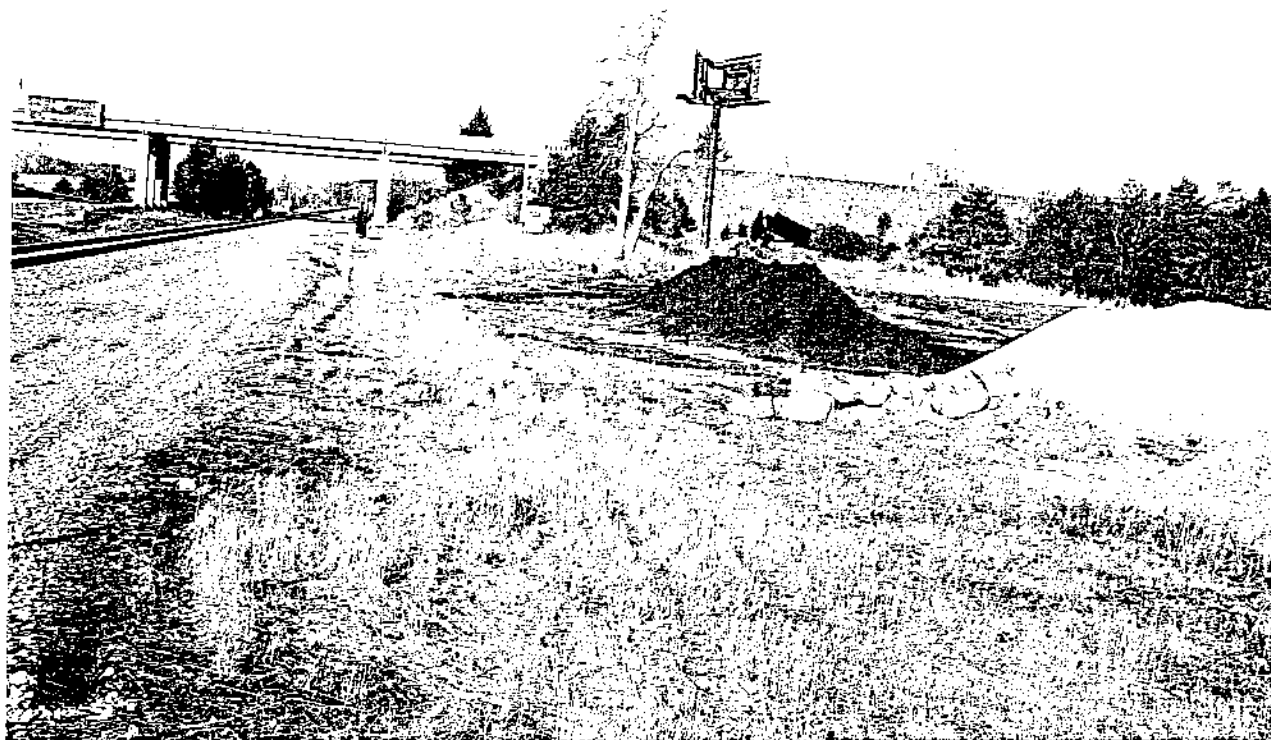
Name: Walt Frisbie
License Type: Certified General Appraiser
License Number: 01201000187

I have reviewed the market study and concur with the recommendations.

4-13-10
Date

Jeffrey R. Ruest
University Region Real Estate Agent

PARCEL – 105



Required is a 50-foot wide easement along the south property line to construct and maintain a drainage structure. Total land area is 23,130± square feet.

Estimated Compensation for Drainage Easement:

23,130-net square feet @ \$1.00 per SF = \$23,130 x 50% = \$11,565, rounded to \$12,000.

In order to meet the proposed construction schedule and limit appraisal costs, it is recommended that the owner be offered \$14,000 for the property rights to be acquired, based upon the owner executing the necessary instrument(s).

JACKSON COUNTY PARKS

Memorandum

To: Randy Treacher, County Administrator
From: Brandon Ransom, Parks Director
Date: May 28, 2010
Re: Weir Farm Lease

Background

The County Parks Department manages 79 acres in Liberty Township that was donated in the mid 1970's by the Burns Family. The property cannot be developed into a park per the deed restrictions placed on the property by the donors. It was their wish that a portion of the property be left undeveloped and in its natural state. However, there was also a provision in the deed that allowed for an agricultural lease to continue on the property that was already in place with a local farmer for approximately half of the property (39 acres). This agricultural lease has been in effect for over 30 years. Recently, however, a change in tax law has presented some challenges to the parks department in regards to the agreement.

In short, this new tax law has required the Parks Commission to re-structure the agreement to insure that it is a revenue-positive situation. The attached agreement has been reviewed by county legal and the Parks Commission recommends approval of the agreement.

Attachment: Proposed Lease Agreement

Weir Farm Lease

January 1, 2010

to

December 31, 2014

CASH FARM LEASE

This lease is entered into this 15th day of June, 2010, between the County of Jackson (landlord), whose address is 161 W, Michigan Ave., Jackson, MI 49201 and Weir Farms, (tenant) of 11525 Reynolds Road, Hanover, MI 49241

DESCRIPTION OF LAND

In consideration of the agreements and stipulations hereinafter set forth to be kept and performed by the tenant, the landlord hereby leases to the tenant to use for farming purposes, his land of about 39.025 acres situated North of Liberty Road and East of Springbrook Rd in the County of Jackson and the State of Michigan and described as follows:

A parcel of land in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 4 South, Range 1 West, Liberty Township, Jackson County Michigan:

Being more specifically described as beginning at the North $\frac{1}{4}$ post of said Section 29; thence South $89^{\circ} 51' 40''$ East along the North line of said Section, 1325.81 feet to the North and South $\frac{1}{8}$ line of the Northeast $\frac{1}{4}$ of said Section 29; thence South $00^{\circ} 14' 27''$ West along said $\frac{1}{8}$ line, 1329.62 feet to the East and West $\frac{1}{8}$ line of the Northeast $\frac{1}{4}$ of said Section 29; thence North $89^{\circ} 48' 39''$ West along said $\frac{1}{8}$ line, 1000.47 feet; thence North $00^{\circ} 13' 34''$ East 190.31 feet; thence North $89^{\circ} 46' 26''$ West 325.00 feet to the North and South $\frac{1}{4}$ line of said Section 29 and the centerline of Springbrook Road (so-called); thence North $00^{\circ} 13' 34''$ East along said $\frac{1}{4}$ line and the centerline of Springbrook Road, 1137.94 feet to the Place of Beginning.

Containing 39.025 acres of land, more or less.

Exceptions or reservations are as follows:

This property includes a wetland known as prairie fen. Many of the plants and animals that live in prairie fens are rare in Michigan. One such species living in the fen is the Mitchell's satyr butterfly. It has been listed as endangered at both the state and national levels. Use of insecticides and herbicides may affect changes in its habitat. Therefore, the tenant agrees to provide the landlord a list of all chemicals used on the land each year. The landlord reserves the right to prohibit use of a specific chemical, if it is determined to be detrimental to the habitat of the butterfly.

TERM OF LEASE

The term of this lease shall be for a minimum of five (5) years from January 1, 2010 to December 31, 2014, and will remain in effect until 30 days written notice is received from either party.

RENTAL PAYMENTS

The annual cash rent for this farm, which is to be paid by tenant to the landlord due December 15 annually, is as follows:

- 2010** Amount equal to the 2010 Assessed Property Tax
- 2011** Amount equal to the 2011 Assessed Property Tax plus \$500
- 2012** Amount equal to the 2012 Assessed Property Tax plus \$500
- 2013** Amount equal to the 2013 Assessed Property Tax plus \$500
- 2014** Amount equal to the 2014 Assessed Property Tax plus \$500

THE TENANT (WEIR FARMS) AGREES AS FOLLOWS:

- To accept the land in an **AS IS** condition.
- Oil leasing and mineral rights remain the property and right of the landlord.
- Trees will remain the property of the landlord and will not be removed without the express written consent of the county.
- Landlord has the right to enter the farm and inspect the property.
- Fall Plowing: Tenant agrees not to fall plow any crop land subject to serious erosion because of slope or soil texture and will use reasonable and accepted farming practices to prevent erosion.
- Tenant agrees not to sub-rent, assign, or parcel out the farm to any other persons or party for the life of the lease.
- The tenant shall yield possession of the farm at the end of this lease or renewal, as per terms of the lease.
- All material applied to the farm are to be at the sole expense of the tenant.
- Tenant agrees not to build or place any structures or public roads on or into the property.
- Tenant agrees to send the landlord a list of any chemicals to be used on the land every year.
- Weir Farms shall indemnify and hold the County of Jackson harmless of and from any and all liability arising from Weir Farm's lease and farming operation on the premises.

EXTENT OF AGREEMENT

The terms of this lease shall be binding upon the heirs, executors, administrators, and assigns of both landlord and tenant in like manner as upon the original parties.

Neither party shall have the right to bind the other by any contract outside the scope of the Agreement nor have any purchases made within the scope of this Agreement except with the written consent of the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written.

In the Presence of:

Landlord _____
Chairman, Jackson County Board of Commissioners

Date _____

Witnessed _____

Tenant _____
Weir Farms
11525 Reynolds Road
Hanover MI 49241

Date _____

Witnessed _____




Jackson County

ADMINISTRATOR/CONTROLLER

Randall W. Treacher, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: County Agencies Committee
Board of County Commissioners

FROM: Adam J. Brown 
Deputy Administrator

SUBJECT: Court Appointed Services Contract

DATE: May 28, 2010

Motion Requested

The (County Agencies Committee or Board of County Commissioners) approves the selection of the five attached fixed price contracts for 20% of the caseload of the 12th District Court court-appointed services contracts for the remainder of 2010 and all of 2011. Furthermore the Board of County Commissioners waves the requirement under County Policy 5100 to have \$1,000,000 of general liability insurance coverage in lieu of \$300,000 of general liability coverage and \$300,000 of professional liability coverage.

I. Background

- A. The contracts for the 12th District Court court-appointed services expired on December 31, 2009. This contract was reissued before the end of calendar year 2009. Members of the County Agencies Committee expressed concerns for the lack of cost controls and variability between the compensation between one attorney and another. The committee asked that the District Court re-evaluate the handling of contracts for court-appointed services.
- B. In cooperation with the 12th District Court, the County Administrator/Controller's Office agreed to take over solicitation of these services with professional qualifications reviewed by the 12th District Court judges.
- C. In years past, attorneys were paid at various hourly rates. The request for services was reissued as a fixed price contract for 20% of the caseload for each year. The amount of the contract was based on the previous year's expenditure. The total cost for court appointed services approved in this contract will be \$70,000 for the last six (6) months of 2010 and \$145,000 for 2011.
- D. On April 12th the County Administrator's Office released a request for qualifications (RFQ) for the court appointed services contract for the remainder of 2010 and the entire 2011.

II. Current Situation

- A. We received 10 letters of qualifications to participate in the court appointed services contract from the following firms/attorney's:

Firm	Attorney	Backup
Dungan, Kirkpatrick, & Dungan, P.L.L.C.	Michael Dungan	David Lady
Corey J. McCord, PLC	Corey J. McCord	
Jennifer Veronica Lamp	Jennifer Veronica Lamp	
Jacobs and Engle, P.C.	Wendell E. Jacobs, Jr.	
Jacobs and Engle, P.C.	Jerry M. Engle	
Brown, Raduazo & Hilderley	Christopher M. Hurlburt	Ivan Brown
Brandt, Dehncke, PLLC	Alfred P. Brandt	Susan Dehncke
Brandy and Lyons	George D. Lyons, Esq.	
Brown, Raduazo & Hilderley	Anthony F. Raduazo	Christopher Hurlburt
Bruce A. Clark	Bruce A. Clerk	

- B. The 12th District Court judges have reviewed the letters of interest and selected the following five attorneys/firms to receive contracts for 20% of the caseloads each.

Firm/Attorney	Caseload
Jacobs & Engle	20%
Brandt & Dehncke	20%
Bruce Clark	20%
George Lyons	20%
Michael Dungan & David Lady	20%

III. Analysis

- A. This fixed price contract should represent a small reduction in costs for court appointed services. The historical financial data shown below demonstrates the variability in the costs for misdemeanor defense by court appointed services.

<u>2006 Actual</u>	\$179,814
<u>2007 Actual</u>	\$183,750
<u>2008 Actual</u>	\$148,714
<u>2009 Actual</u>	\$159,415
<u>2010 Projection Under Current Procurement Method</u>	\$156,000

- B. Under the proposed contracts the county would incur a cost of \$70,000 for the last six months of 2010 and \$145,000 for 2011. Per case costs will be analyzed during 2010 and 2011 to set the rates for re-solicitation in 2012.

- C. In consultation with the Chief District Court judge, the county administrator/controller's office agreed to request the County Agencies Committee and Board of County Commissioners to wave County Policy 5100 which requires contractors working for the County of Jackson to carry \$1,000,000 in general liability insurance. The Court and Administrator's Office agree that \$300,000 in general liability insurance and \$300,000 in professional liability insurance will be sufficient to protect the county from harm.

IV. Recommendation

The County Administrator/Controller recommends that the (County Agencies Committee or Board of County Commissioners) approves the selection of the five attached fixed price contracts for 20% of the caseload of the 12th District Court court-appointed services contracts for the remainder of 2010 and all of 2011.

The County Administrator/Controller recommends that the Board of County Commissioners waves the requirement under County Policy 5100 to have \$1,000,000 of general liability insurance coverage in lieu of \$300,000 of general liability coverage and \$300,000 of professional liability coverage.

Attachments:

Email From Tammy Bates: Recommendation from District Court
Contract with Jacobs & Engle
Contract with Brandt & Dehncke
Contract with Bruce Clark
Contract with George Lyons
Contract with Dungan & Lady

From: Tammy Bates
To: Adam Brown
Date: 5/24/2010 11:44 AM
Subject: Re: Court Appointed Services Contract

CC: Darryl Mazur; Randy Treacher
Adam,

The following attorney's/firms have been selected by the D12 Judges to fill the Court Appointed Attorney contracts for the remainder of 2010 and 2011. Thank you for your work on this.

Jacobs & Engle
Brandt & Dehncke
Bruce Clark
George Lyons
Dungan & Lady

Please advise if anything further is needed.

Thanks,

Tammy Bates
12th District Court Administrator
312 S. Jackson St.
Jackson, MI 49201
(517) 768-6801

>>> Adam Brown 5/18/2010 9:46 AM >>>

Tammy,

Please find attached the court appointed services RFQ responses. As the first page memo said, I need this back by the 28th to get in the June packet. Thanks.

Adam J. Brown,
Deputy Administrator
Jackson County
120 W. Michigan Avenue
Jackson, MI 49201
517/ 768-6623 (V)
517/ 780-4755 (F)
abrown@co.jackson.mi.us
<http://www.co.jackson.mi.us> (<http://www.co.jackson.mi.us/>)

CONTRACT FOR
COURT APPOINTED SERVICES - MISDEMEANOR DEFENDANTS
IN THE 12TH JUDICIAL DISTRICT COURT

This contract represents the agreement between 12th Judicial District Court, hereinafter referred to as “**Court**” and the County of Jackson, hereinafter referred to as “**County**” with George D. Lyons, attorney at law, hereinafter referred to as “**Attorney**” for the representation of those who qualify as indigent defendants in the 12th District Court.

WITNESSETH:

WHEREAS, the right of all persons against whom criminal prosecutions are brought to be represented by counsel is guaranteed by the Constitution of the United States and the Constitution of the State of Michigan; and

WHEREAS, the costs and expense of such counsel in the representation of indigent defendants is a proper and lawful charge upon the Court and County of Jackson; and

WHEREAS, it is in the public interest that the Court and County of Jackson employ private counsel to render the usual and customary legal services of a public defender, and the parties desire to contract with respect thereto.

NOW, THEREFORE, the parties hereto agree as follows:

1) **SCOPE OF ATTORNEY SERVICES**

A. **General**

Attorney agrees to represent persons whom the court has deemed indigent, when appointed to do so by a judge of the Court, in accordance with the provisions of this Contract, the Request for Proposal for Court Appointed Services – Misdemeanor Defendants issued April 12, 2010, and Attorney’s proposal dated May 3, 2010, that was submitted by May 17, 2010, which are incorporated herein by this reference as Exhibits A and B, respectively. If there is any conflict between the provisions of this Contract and said Exhibits A and B, this Contract shall be controlling

B. **Specific Duties; New Cases**

Attorney agrees to represent such persons in and regarding misdemeanor actions commenced on or after the effective date of this contract

C. **Pending Cases; Transition**

Attorney also agrees to represent such persons, in and regarding misdemeanor actions which are pending as of the effective date of this contract.

D. Case; Termination

Attorney, once appointed, shall represent the defendant through all court proceedings until disposition of the charge(s) for which he or she was appointed at the district court level. In the event the defendant wishes to exercise an appeal of right, the Attorney shall prepare and file the appeal paperwork. Once the appeal has been filed, a new appointment will be made.

E. Conflict; Scheduling

The Court and Attorney, recognizing that conflicts in schedules may arise, will make a reasonable attempt to accommodate each other in that regard.

F. Conflicts of Interest; Defendant or other interested party

In the event the Attorney has a conflict of interest that prevents him/her from representing any person pursuant to this contract, it shall be her/his duty to advise the chief judge or court administrator of the nature of the conflict.

G. Conflict of Interest; Judges and/or Court

This agreement will be suspended as to any attorney, upon a vote of the majority of the judges, should the Attorney put himself/herself in a position of conflict of interest with any judge and/or the Court. The suspension will terminate when the conflict of interest ceases to exist.

H. Reporting

Attorneys will be notified of each appointment by letter from the Court. Once their representation of an indigent defendant has been completed, the attorney shall submit to the Court a signed statement so indicating that to the court.

2) CONTRACT TERM; TERMINATION

This contract shall take effect on July 1, 2010, and shall be in effect through December 31, 2011, unless earlier extended by mutual written consent or terminated. This contract may be terminated by either party by the giving of thirty (30) days written notice of termination to the other party. The Court and County may terminate the contract at any time for good cause. "Good cause" for early termination of the contract by the Court and County means any of the following actions or inactions by Attorney:

- A. Pleading no contest to, pleading guilty of or being found guilty of a felony or a crime involving moral turpitude;
- B. Persistent failure or inability to perform the duties of the Contract, whether willful or otherwise;

- C. Any disability that seriously interferes with the performance of duties and is permanent or is likely to become permanent;
- D. Willful misconduct by the attorney pertaining to Contract performance;
- E. Habitual intemperance in the use of intoxicants or drugs;
- F. Conduct prejudicial to the administration of justice, which brings the Attorney into disrepute;
- G. Continuing conflict between private practice and Contract services; and
- H. Failure to maintain good standing and active membership in State Bar.

2) CONTINUATION OF SERVICES; EXPIRATION OF TERM

Upon termination of the Contract, Attorney shall nevertheless continue to represent existing court appointed clients, unless otherwise directed by the court. This provision is subject to, and does not relieve Attorney from, providing representation to existing clients, or withdrawing from representation of existing clients, in a manner consistent with all ethical obligations and as provided for in the State Bar Rules. Services shall be provided in such cases in the same manner as provided in this Contract. Compensation for such services shall be at the rate specified in this Contract.

3) PERCENTAGE OF WORK

Attorney shall be assigned and shall accept appointments of counsel for indigent defendants made by the Court during the term of the contract, including any appointments made for alleged probation violations or misdemeanor appeals, in the proportion as set forth below: Attorney _____ Percentage of appointments 20%.

5) COMPENSATION AND PAYMENT

- A. The compensation for an Attorney representing assigned indigent defendants under this contract shall be by calendar year as follows:

2010	\$14,000
2011	\$29,000

- B. The above fee will be paid regardless of the number of charges arising out of the incident or the number of clients.

6) ADDITIONAL COMPENSATION

An attorney shall not request nor receive any additional compensation for services rendered for an indigent defendant pursuant to this contract from any other source.

7) BILLING

The Court Administrator will monitor and accumulate the statements of services rendered and ensure that cases are distributed equally between all five contracts for public defense. Attorneys may bill the County on a monthly basis equal to the incremental portion of the contract (e.g. 1/12th of an annual contract per month). The County will pay the attorneys on a monthly basis. Payment shall be based upon the year that services were rendered and not upon request for payment.

8) MINIMAL PROFESSIONAL QUALIFICATIONS

An Attorney performing duties under this Contract shall satisfy the minimum requirements for practicing law in the State of Michigan. Every attorney must have served at least two years in one of the following capacities: prosecutor, appointed public defender, or criminal defense counsel.

9) INSURANCE

- A. General Liability Insurance: Attorney shall procure and maintain for the duration of this Contract, insurance. Attorney shall maintain general liability insurance of At least \$300,000 per occurrence coverage for bodily injury, personal injury and property damage claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the work hereunder by Attorney, Attorney's agents, representatives, employees, and subcontractors. A valid insurance declaration shall be on file with the Court during the term of the contract.
- B. Professional Liability Insurance: Attorney shall procure and maintain professional liability insurance covering professional services in an amount of at least \$300,000 per occurrence. A valid insurance declaration shall be on file with the Court during the term of the contract.

10) PERFORMANCE OF WORK OUTSIDE OF CONTRACT

No work of any kind shall be accepted which would conflict with Attorney's performance of services as required pursuant to this Contract.

11) INDEPENDENT CONTRACTOR

The parties agree that Attorney is an independent contractor and is not an agent or principal of Court or County. Attorney is, and shall at all times be deemed, independent and shall be wholly responsible for the manner in which she/he performs the services required by the terms of this Contract. Attorney exclusively assumes the responsibility for the acts of her/his employees as they relate to the services to be provided during the course and scope of their employment. Attorney, her/his agents and employees shall not be entitled to any rights or

privileges of employees of Court or County and shall not be considered in any manner to be employees of Court or County.

12) SUBSTITUTION OF ATTORNEY

The Court may appoint a replacement or reassign this contract or take any other action that the Court deems necessary should an attorney resign, be removed, or be suspended from the contract.

13) EQUIPMENT

Attorney shall maintain a working fax machine during the period of the contract and supply the court with a fax number.

14) COMPLETE AGREEMENT; AMENDMENT

This contract expresses the understanding of the parties concerning all matters covered. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment of this Contract and formally approved by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands

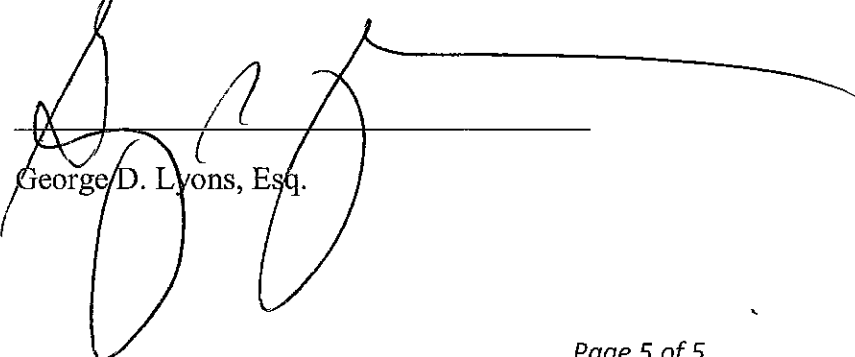
12th JUDICIAL DISTRICT COURT

Hon. R. Darryl Mazur
Chief Judge

COUNTY OF JACKSON

James Shotwell
Chairman, Jackson County Board of Commissioners

ATTORNEY AT LAW



George D. Lyons, Esq.

**CONTRACT FOR
COURT APPOINTED SERVICES - MISDEMEANOR DEFENDANTS
IN THE 12TH JUDICIAL DISTRICT COURT**

This contract represents the agreement between 12th Judicial District Court, hereinafter referred to as “**Court**” and the County of Jackson, hereinafter referred to as “**County**” with Bruce A. Clark, attorney at law, hereinafter referred to as “**Attorney**” for the representation of those who qualify as indigent defendants in the 12th District Court.

WITNESSETH:

WHEREAS, the right of all persons against whom criminal prosecutions are brought to be represented by counsel is guaranteed by the Constitution of the United States and the Constitution of the State of Michigan; and

WHEREAS, the costs and expense of such counsel in the representation of indigent defendants is a proper and lawful charge upon the Court and County of Jackson; and

WHEREAS, it is in the public interest that the Court and County of Jackson employ private counsel to render the usual and customary legal services of a public defender, and the parties desire to contract with respect thereto.

NOW, THEREFORE, the parties hereto agree as follows:

1) **SCOPE OF ATTORNEY SERVICES**

A. **General**

Attorney agrees to represent persons whom the court has deemed indigent, when appointed to do so by a judge of the Court, in accordance with the provisions of this Contract, the Request for Proposal for Court Appointed Services – Misdemeanor Defendants issued April 12, 2010, and Attorney’s proposal dated May 17, 2010, that was submitted by May 17, 2010, which are incorporated herein by this reference as Exhibits A and B, respectively. If there is any conflict between the provisions of this Contract and said Exhibits A and B, this Contract shall be controlling

B. **Specific Duties; New Cases**

Attorney agrees to represent such persons in and regarding misdemeanor actions commenced on or after the effective date of this contract

C. **Pending Cases; Transition**

Attorney also agrees to represent such persons, in and regarding misdemeanor actions which are pending as of the effective date of this contract.

D. Case; Termination

Attorney, once appointed, shall represent the defendant through all court proceedings until disposition of the charge(s) for which he or she was appointed at the district court level. In the event the defendant wishes to exercise an appeal of right, the Attorney shall prepare and file the appeal paperwork. Once the appeal has been filed, a new appointment will be made.

E. Conflict; Scheduling

The Court and Attorney, recognizing that conflicts in schedules may arise, will make a reasonable attempt to accommodate each other in that regard.

F. Conflicts of Interest; Defendant or other interested party

In the event the Attorney has a conflict of interest that prevents him/her from representing any person pursuant to this contract, it shall be her/his duty to advise the chief judge or court administrator of the nature of the conflict.

G. Conflict of Interest; Judges and/or Court

This agreement will be suspended as to any attorney, upon a vote of the majority of the judges, should the Attorney put himself/herself in a position of conflict of interest with any judge and/or the Court. The suspension will terminate when the conflict of interest ceases to exist.

H. Reporting

Attorneys will be notified of each appointment by letter from the Court. Once their representation of an indigent defendant has been completed, the attorney shall submit to the Court a signed statement so indicating that to the court.

2) CONTRACT TERM; TERMINATION

This contract shall take effect on July 1, 2010, and shall be in effect through December 31, 2011, unless earlier extended by mutual written consent or terminated. This contract may be terminated by either party by the giving of thirty (30) days written notice of termination to the other party. The Court and County may terminate the contract at any time for good cause. "Good cause" for early termination of the contract by the Court and County means any of the following actions or inactions by Attorney:

- A. Pleading no contest to, pleading guilty of or being found guilty of a felony or a crime involving moral turpitude;
- B. Persistent failure or inability to perform the duties of the Contract, whether willful or otherwise;

- C. Any disability that seriously interferes with the performance of duties and is permanent or is likely to become permanent;
- D. Willful misconduct by the attorney pertaining to Contract performance;
- E. Habitual intemperance in the use of intoxicants or drugs;
- F. Conduct prejudicial to the administration of justice, which brings the Attorney into disrepute;
- G. Continuing conflict between private practice and Contract services; and
- H. Failure to maintain good standing and active membership in State Bar.

2) CONTINUATION OF SERVICES; EXPIRATION OF TERM

Upon termination of the Contract, Attorney shall nevertheless continue to represent existing court appointed clients, unless otherwise directed by the court. This provision is subject to, and does not relieve Attorney from, providing representation to existing clients, or withdrawing from representation of existing clients, in a manner consistent with all ethical obligations and as provided for in the State Bar Rules. Services shall be provided in such cases in the same manner as provided in this Contract. Compensation for such services shall be at the rate specified in this Contract.

3) PERCENTAGE OF WORK

Attorney shall be assigned and shall accept appointments of counsel for indigent defendants made by the Court during the term of the contract, including any appointments made for alleged probation violations or misdemeanor appeals, in the proportion as set forth below: Attorney _____ Percentage of appointments 20%.

5) COMPENSATION AND PAYMENT

- A. The compensation for an Attorney representing assigned indigent defendants under this contract shall be by calendar year as follows:

2010	\$14,000
2011	\$29,000

- B. The above fee will be paid regardless of the number of charges arising out of the incident or the number of clients.

6) ADDITIONAL COMPENSATION

An attorney shall not request nor receive any additional compensation for services rendered for an indigent defendant pursuant to this contract from any other source.

7) BILLING

The Court Administrator will monitor and accumulate the statements of services rendered and ensure that cases are distributed equally between all five contracts for public defense. Attorneys may bill the County on a monthly basis equal to the incremental portion of the contract (e.g. 1/12th of an annual contract per month). The County will pay the attorneys on a monthly basis. Payment shall be based upon the year that services were rendered and not upon request for payment.

8) MINIMAL PROFESSIONAL QUALIFICATIONS

An Attorney performing duties under this Contract shall satisfy the minimum requirements for practicing law in the State of Michigan. Every attorney must have served at least two years in one of the following capacities: prosecutor, appointed public defender, or criminal defense counsel.

9) INSURANCE

- A. General Liability Insurance: Attorney shall procure and maintain for the duration of this Contract, insurance. Attorney shall maintain general liability insurance of At least \$300,000 per occurrence coverage for bodily injury, personal injury and property damage claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the work hereunder by Attorney, Attorney's agents, representatives, employees, and subcontractors. A valid insurance declaration shall be on file with the Court during the term of the contract.
- B. Professional Liability Insurance: Attorney shall procure and maintain professional liability insurance covering professional services in an amount of at least \$300,000 per occurrence. A valid insurance declaration shall be on file with the Court during the term of the contract.

10) PERFORMANCE OF WORK OUTSIDE OF CONTRACT

No work of any kind shall be accepted which would conflict with Attorney's performance of services as required pursuant to this Contract.

11) INDEPENDENT CONTRACTOR

The parties agree that Attorney is an independent contractor and is not an agent or principal of Court or County. Attorney is, and shall at all times be deemed, independent and shall be wholly responsible for the manner in which she/he performs the services required by the terms of this Contract. Attorney exclusively assumes the responsibility for the acts of her/his employees as they relate to the services to be provided during the course and scope of their employment. Attorney, her/his agents and employees shall not be entitled to any rights or

privileges of employees of Court or County and shall not be considered in any manner to be employees of Court or County.

12) SUBSTITUTION OF ATTORNEY

The Court may appoint a replacement or reassign this contract or take any other action that the Court deems necessary should an attorney resign, be removed, or be suspended from the contract.

13) EQUIPMENT

Attorney shall maintain a working fax machine during the period of the contract and supply the court with a fax number.

14) COMPLETE AGREEMENT; AMENDMENT

This contract expresses the understanding of the parties concerning all matters covered. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment of this Contract and formally approved by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands

12th JUDICIAL DISTRICT COURT

Hon. R. Darryl Mazur
Chief Judge

COUNTY OF JACKSON

James Shotwell
Chairman, Jackson County Board of Commissioners

ATTORNEY AT LAW

A handwritten signature in black ink, appearing to read "Bruce A. Clark", is written over a horizontal line.

Bruce A. Clark

**CONTRACT FOR
COURT APPOINTED SERVICES - MISDEMEANOR DEFENDANTS
IN THE 12TH JUDICIAL DISTRICT COURT**

This contract represents the agreement between 12th Judicial District Court, hereinafter referred to as “**Court**” and the County of Jackson, hereinafter referred to as “**County**” with Jacobs & Engle, P.C., attorney at law, hereinafter referred to as “**Attorney**” for the representation of those who qualify as indigent defendants in the 12th District Court.

WITNESSETH:

WHEREAS, the right of all persons against whom criminal prosecutions are brought to be represented by counsel is guaranteed by the Constitution of the United States and the Constitution of the State of Michigan; and

WHEREAS, the costs and expense of such counsel in the representation of indigent defendants is a proper and lawful charge upon the Court and County of Jackson; and

WHEREAS, it is in the public interest that the Court and County of Jackson employ private counsel to render the usual and customary legal services of a public defender, and the parties desire to contract with respect thereto.

NOW, THEREFORE, the parties hereto agree as follows:

1) **SCOPE OF ATTORNEY SERVICES**

A. **General**

Attorney agrees to represent persons whom the court has deemed indigent, when appointed to do so by a judge of the Court, in accordance with the provisions of this Contract, the Request for Proposal for Court Appointed Services – Misdemeanor Defendants issued April 12, 2010, and Attorney’s proposal dated May 10, 2010, that was submitted by May 17, 2010, which are incorporated herein by this reference as Exhibits A and B, respectively. If there is any conflict between the provisions of this Contract and said Exhibits A and B, this Contract shall be controlling

B. **Specific Duties; New Cases**

Attorney agrees to represent such persons in and regarding misdemeanor actions commenced on or after the effective date of this contract

C. **Pending Cases; Transition**

Attorney also agrees to represent such persons, in and regarding misdemeanor actions which are pending as of the effective date of this contract.

D. Case; Termination

Attorney, once appointed, shall represent the defendant through all court proceedings until disposition of the charge(s) for which he or she was appointed at the district court level. In the event the defendant wishes to exercise an appeal of right, the Attorney shall prepare and file the appeal paperwork. Once the appeal has been filed, a new appointment will be made.

E. Conflict; Scheduling

The Court and Attorney, recognizing that conflicts in schedules may arise, will make a reasonable attempt to accommodate each other in that regard.

F. Conflicts of Interest; Defendant or other interested party

In the event the Attorney has a conflict of interest that prevents him/her from representing any person pursuant to this contract, it shall be her/his duty to advise the chief judge or court administrator of the nature of the conflict.

G. Conflict of Interest; Judges and/or Court

This agreement will be suspended as to any attorney, upon a vote of the majority of the judges, should the Attorney put himself/herself in a position of conflict of interest with any judge and/or the Court. The suspension will terminate when the conflict of interest ceases to exist.

H. Reporting

Attorneys will be notified of each appointment by letter from the Court. Once their representation of an indigent defendant has been completed, the attorney shall submit to the Court a signed statement so indicating that to the court.

2) CONTRACT TERM; TERMINATION

This contract shall take effect on July 1, 2010, and shall be in effect through December 31, 2011, unless earlier extended by mutual written consent or terminated. This contract may be terminated by either party by the giving of thirty (30) days written notice of termination to the other party. The Court and County may terminate the contract at any time for good cause. "Good cause" for early termination of the contract by the Court and County means any of the following actions or inactions by Attorney:

- A. Pleading no contest to, pleading guilty of or being found guilty of a felony or a crime involving moral turpitude;
- B. Persistent failure or inability to perform the duties of the Contract, whether willful or otherwise;

- C. Any disability that seriously interferes with the performance of duties and is permanent or is likely to become permanent;
- D. Willful misconduct by the attorney pertaining to Contract performance;
- E. Habitual intemperance in the use of intoxicants or drugs;
- F. Conduct prejudicial to the administration of justice, which brings the Attorney into disrepute;
- G. Continuing conflict between private practice and Contract services; and
- H. Failure to maintain good standing and active membership in State Bar.

2) CONTINUATION OF SERVICES; EXPIRATION OF TERM

Upon termination of the Contract, Attorney shall nevertheless continue to represent existing court appointed clients, unless otherwise directed by the court. This provision is subject to, and does not relieve Attorney from, providing representation to existing clients, or withdrawing from representation of existing clients, in a manner consistent with all ethical obligations and as provided for in the State Bar Rules. Services shall be provided in such cases in the same manner as provided in this Contract. Compensation for such services shall be at the rate specified in this Contract.

3) PERCENTAGE OF WORK

Attorney shall be assigned and shall accept appointments of counsel for indigent defendants made by the Court during the term of the contract, including any appointments made for alleged probation violations or misdemeanor appeals, in the proportion as set forth below: Attorney _____ Percentage of appointments 20%.

5) COMPENSATION AND PAYMENT

- A. The compensation for an Attorney representing assigned indigent defendants under this contract shall be by calendar year as follows:

2010	\$14,000
2011	\$29,000

- B. The above fee will be paid regardless of the number of charges arising out of the incident or the number of clients.

6) ADDITIONAL COMPENSATION

An attorney shall not request nor receive any additional compensation for services rendered for an indigent defendant pursuant to this contract from any other source.

7) BILLING

The Court Administrator will monitor and accumulate the statements of services rendered and ensure that cases are distributed equally between all five contracts for public defense. Attorneys may bill the County on a monthly basis equal to the incremental portion of the contract (e.g. 1/12th of an annual contract per month). The County will pay the attorneys on a monthly basis. Payment shall be based upon the year that services were rendered and not upon request for payment.

8) MINIMAL PROFESSIONAL QUALIFICATIONS

An Attorney performing duties under this Contract shall satisfy the minimum requirements for practicing law in the State of Michigan. Every attorney must have served at least two years in one of the following capacities: prosecutor, appointed public defender, or criminal defense counsel.

9) INSURANCE

- A. General Liability Insurance: Attorney shall procure and maintain for the duration of this Contract, insurance. Attorney shall maintain general liability insurance of At least \$300,000 per occurrence coverage for bodily injury, personal injury and property damage claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the work hereunder by Attorney, Attorney's agents, representatives, employees, and subcontractors. A valid insurance declaration shall be on file with the Court during the term of the contract.
- B. Professional Liability Insurance: Attorney shall procure and maintain professional liability insurance covering professional services in an amount of at least \$300,000 per occurrence. A valid insurance declaration shall be on file with the Court during the term of the contract.

10) PERFORMANCE OF WORK OUTSIDE OF CONTRACT

No work of any kind shall be accepted which would conflict with Attorney's performance of services as required pursuant to this Contract.

11) INDEPENDENT CONTRACTOR

The parties agree that Attorney is an independent contractor and is not an agent or principal of Court or County. Attorney is, and shall at all times be deemed, independent and shall be wholly responsible for the manner in which she/he performs the services required by the terms of this Contract. Attorney exclusively assumes the responsibility for the acts of her/his employees as they relate to the services to be provided during the course and scope of their employment. Attorney, her/his agents and employees shall not be entitled to any rights or

privileges of employees of Court or County and shall not be considered in any manner to be employees of Court or County.

12) SUBSTITUTION OF ATTORNEY

The Court may appoint a replacement or reassign this contract or take any other action that the Court deems necessary should an attorney resign, be removed, or be suspended from the contract.

13) EQUIPMENT

Attorney shall maintain a working fax machine during the period of the contract and supply the court with a fax number.

14) COMPLETE AGREEMENT; AMENDMENT

This contract expresses the understanding of the parties concerning all matters covered. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment of this Contract and formally approved by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands

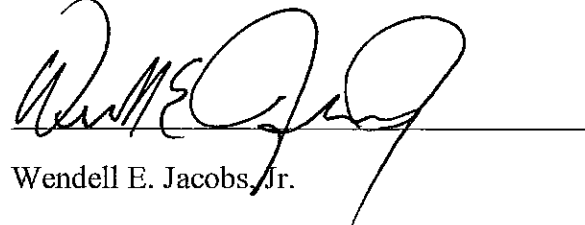
12th JUDICIAL DISTRICT COURT

Hon. R. Darryl Mazur
Chief Judge

COUNTY OF JACKSON

James Shotwell
Chairman, Jackson County Board of Commissioners

ATTORNEY AT LAW



Wendell E. Jacobs, Jr.

CONTRACT FOR
COURT APPOINTED SERVICES - MISDEMEANOR DEFENDANTS
IN THE 12TH JUDICIAL DISTRICT COURT

This contract represents the agreement between 12th Judicial District Court, hereinafter referred to as “**Court**” and the County of Jackson, hereinafter referred to as “**County**” with The Law Offices of Brandt & Dehncke, attorney at law, hereinafter referred to as “**Attorney**” for the representation of those who qualify as indigent defendants in the 12th District Court.

WITNESSETH:

WHEREAS, the right of all persons against whom criminal prosecutions are brought to be represented by counsel is guaranteed by the Constitution of the United States and the Constitution of the State of Michigan; and

WHEREAS, the costs and expense of such counsel in the representation of indigent defendants is a proper and lawful charge upon the Court and County of Jackson; and

WHEREAS, it is in the public interest that the Court and County of Jackson employ private counsel to render the usual and customary legal services of a public defender, and the parties desire to contract with respect thereto.

NOW, THEREFORE, the parties hereto agree as follows:

1) **SCOPE OF ATTORNEY SERVICES**

A. **General**

Attorney agrees to represent persons whom the court has deemed indigent, when appointed to do so by a judge of the Court, in accordance with the provisions of this Contract, the Request for Proposal for Court Appointed Services – Misdemeanor Defendants issued April 12, 2010, and Attorney’s proposal dated May 4, 2010, that was submitted by May 17, 2010, which are incorporated herein by this reference as Exhibits A and B, respectively. If there is any conflict between the provisions of this Contract and said Exhibits A and B, this Contract shall be controlling

B. **Specific Duties; New Cases**

Attorney agrees to represent such persons in and regarding misdemeanor actions commenced on or after the effective date of this contract

C. **Pending Cases; Transition**

Attorney also agrees to represent such persons, in and regarding misdemeanor actions which are pending as of the effective date of this contract.

D. Case; Termination

Attorney, once appointed, shall represent the defendant through all court proceedings until disposition of the charge(s) for which he or she was appointed at the district court level. In the event the defendant wishes to exercise an appeal of right, the Attorney shall prepare and file the appeal paperwork. Once the appeal has been filed, a new appointment will be made.

E. Conflict; Scheduling

The Court and Attorney, recognizing that conflicts in schedules may arise, will make a reasonable attempt to accommodate each other in that regard.

F. Conflicts of Interest; Defendant or other interested party

In the event the Attorney has a conflict of interest that prevents him/her from representing any person pursuant to this contract, it shall be her/his duty to advise the chief judge or court administrator of the nature of the conflict.

G. Conflict of Interest; Judges and/or Court

This agreement will be suspended as to any attorney, upon a vote of the majority of the judges, should the Attorney put himself/herself in a position of conflict of interest with any judge and/or the Court. The suspension will terminate when the conflict of interest ceases to exist.

H. Reporting

Attorneys will be notified of each appointment by letter from the Court. Once their representation of an indigent defendant has been completed, the attorney shall submit to the Court a signed statement so indicating that to the court.

2) CONTRACT TERM; TERMINATION

This contract shall take effect on July 1, 2010, and shall be in effect through December 31, 2011, unless earlier extended by mutual written consent or terminated. This contract may be terminated by either party by the giving of thirty (30) days written notice of termination to the other party. The Court and County may terminate the contract at any time for good cause. "Good cause" for early termination of the contract by the Court and County means any of the following actions or inactions by Attorney:

A. Pleading no contest to, pleading guilty of or being found guilty of a felony or a crime involving moral turpitude;

- B. Persistent failure or inability to perform the duties of the Contract, whether willful or otherwise;
- C. Any disability that seriously interferes with the performance of duties and is permanent or is likely to become permanent;
- D. Willful misconduct by the attorney pertaining to Contract performance;
- E. Habitual intemperance in the use of intoxicants or drugs;
- F. Conduct prejudicial to the administration of justice, which brings the Attorney into disrepute;
- G. Continuing conflict between private practice and Contract services; and
- H. Failure to maintain good standing and active membership in State Bar.

2) CONTINUATION OF SERVICES; EXPIRATION OF TERM

Upon termination of the Contract, Attorney shall nevertheless continue to represent existing court appointed clients, unless otherwise directed by the court. This provision is subject to, and does not relieve Attorney from, providing representation to existing clients, or withdrawing from representation of existing clients, in a manner consistent with all ethical obligations and as provided for in the State Bar Rules. Services shall be provided in such cases in the same manner as provided in this Contract. Compensation for such services shall be at the rate specified in this Contract.

3) PERCENTAGE OF WORK

Attorney shall be assigned and shall accept appointments of counsel for indigent defendants made by the Court during the term of the contract, including any appointments made for alleged probation violations or misdemeanor appeals, in the proportion as set forth below:
 Attorney _____ Percentage of appointments 20%.

5) COMPENSATION AND PAYMENT

- A. The compensation for an Attorney representing assigned indigent defendants under this contract shall be by calendar year as follows:

2010	\$14,000
2011	\$29,000

- B. The above fee will be paid regardless of the number of charges arising out of the incident or the number of clients.

6) ADDITIONAL COMPENSATION

An attorney shall not request nor receive any additional compensation for services rendered for an indigent defendant pursuant to this contract from any other source.

7) BILLING

The Court Administrator will monitor and accumulate the statements of services rendered and ensure that cases are distributed equally between all five contracts for public defense. Attorneys may bill the County on a monthly basis equal to the incremental portion of the contract (e.g. 1/12th of an annual contract per month). The County will pay the attorneys on a monthly basis. Payment shall be based upon the year that services were rendered and not upon request for payment.

8) MINIMAL PROFESSIONAL QUALIFICATIONS

An Attorney performing duties under this Contract shall satisfy the minimum requirements for practicing law in the State of Michigan. Every attorney must have served at least two years in one of the following capacities: prosecutor, appointed public defender, or criminal defense counsel.

9) INSURANCE

- A. General Liability Insurance: Attorney shall procure and maintain for the duration of this Contract, insurance. Attorney shall maintain general liability insurance of At least \$300,000 per occurrence coverage for bodily injury, personal injury and property damage claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the work hereunder by Attorney, Attorney's agents, representatives, employees, and subcontractors. A valid insurance declaration shall be on file with the Court during the term of the contract.
- B. Professional Liability Insurance: Attorney shall procure and maintain professional liability insurance covering professional services in an amount of at least \$300,000 per occurrence. A valid insurance declaration shall be on file with the Court during the term of the contract.

10) PERFORMANCE OF WORK OUTSIDE OF CONTRACT

No work of any kind shall be accepted which would conflict with Attorney's performance of services as required pursuant to this Contract.

11) INDEPENDENT CONTRACTOR

The parties agree that Attorney is an independent contractor and is not an agent or principal of Court or County. Attorney is, and shall at all times be deemed, independent and shall be wholly responsible for the manner in which she/he performs the services required by the

terms of this Contract. Attorney exclusively assumes the responsibility for the acts of her/his employees as they relate to the services to be provided during the course and scope of their employment. Attorney, her/his agents and employees shall not be entitled to any rights or privileges of employees of Court or County and shall not be considered in any manner to be employees of Court or County.

12) SUBSTITUTION OF ATTORNEY

The Court may appoint a replacement or reassign this contract or take any other action that the Court deems necessary should an attorney resign, be removed, or be suspended from the contract.

13) EQUIPMENT

Attorney shall maintain a working fax machine during the period of the contract and supply the court with a fax number.

14) COMPLETE AGREEMENT; AMENDMENT

This contract expresses the understanding of the parties concerning all matters covered. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment of this Contract and formally approved by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands

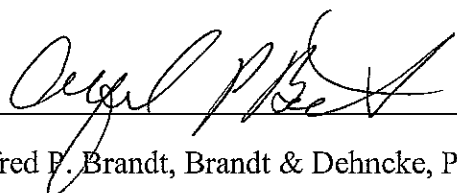
12th JUDICIAL DISTRICT COURT

Hon. R. Darryl Mazur
Chief Judge

COUNTY OF JACKSON

James Shotwell
Chairman, Jackson County Board of Commissioners

ATTORNEY AT LAW



Alfred P. Brandt, Brandt & Dehncke, PLLC

**CONTRACT FOR
COURT APPOINTED SERVICES - MISDEMEANOR DEFENDANTS
IN THE 12TH JUDICIAL DISTRICT COURT**

This contract represents the agreement between 12th Judicial District Court, hereinafter referred to as “**Court**” and the County of Jackson, hereinafter referred to as “**County**” with Michael Dungan and David Lady, attorneys at law, hereinafter referred to as “**Attorney**” for the representation of those who qualify as indigent defendants in the 12th District Court.

WITNESSETH:

WHEREAS, the right of all persons against whom criminal prosecutions are brought to be represented by counsel is guaranteed by the Constitution of the United States and the Constitution of the State of Michigan; and

WHEREAS, the costs and expense of such counsel in the representation of indigent defendants is a proper and lawful charge upon the Court and County of Jackson; and

WHEREAS, it is in the public interest that the Court and County of Jackson employ private counsel to render the usual and customary legal services of a public defender, and the parties desire to contract with respect thereto.

NOW, THEREFORE, the parties hereto agree as follows:

1) **SCOPE OF ATTORNEY SERVICES**

A. **General**

Attorney agrees to represent persons whom the court has deemed indigent, when appointed to do so by a judge of the Court, in accordance with the provisions of this Contract, the Request for Proposal for Court Appointed Services – Misdemeanor Defendants issued April 12, 2010, and Attorney’s proposal dated May 17, 2010, that was submitted by May 17, 2010, which are incorporated herein by this reference as Exhibits A and B, respectively. If there is any conflict between the provisions of this Contract and said Exhibits A and B, this Contract shall be controlling

B. **Specific Duties; New Cases**

Attorney agrees to represent such persons in and regarding misdemeanor actions commenced on or after the effective date of this contract

C. **Pending Cases; Transition**

Attorney also agrees to represent such persons, in and regarding misdemeanor actions which are pending as of the effective date of this contract.

D. Case; Termination

Attorney, once appointed, shall represent the defendant through all court proceedings until disposition of the charge(s) for which he or she was appointed at the district court level. In the event the defendant wishes to exercise an appeal of right, the Attorney shall prepare and file the appeal paperwork. Once the appeal has been filed, a new appointment will be made.

E. Conflict; Scheduling

The Court and Attorney, recognizing that conflicts in schedules may arise, will make a reasonable attempt to accommodate each other in that regard.

F. Conflicts of Interest; Defendant or other interested party

In the event the Attorney has a conflict of interest that prevents him/her from representing any person pursuant to this contract, it shall be her/his duty to advise the chief judge or court administrator of the nature of the conflict.

G. Conflict of Interest; Judges and/or Court

This agreement will be suspended as to any attorney, upon a vote of the majority of the judges, should the Attorney put himself/herself in a position of conflict of interest with any judge and/or the Court. The suspension will terminate when the conflict of interest ceases to exist.

H. Reporting

Attorneys will be notified of each appointment by letter from the Court. Once their representation of an indigent defendant has been completed, the attorney shall submit to the Court a signed statement so indicating that to the court.

2) CONTRACT TERM; TERMINATION

This contract shall take effect on July 1, 2010, and shall be in effect through December 31, 2011, unless earlier extended by mutual written consent or terminated. This contract may be terminated by either party by the giving of thirty (30) days written notice of termination to the other party. The Court and County may terminate the contract at any time for good cause. "Good cause" for early termination of the contract by the Court and County means any of the following actions or inactions by Attorney:

- A. Pleading no contest to, pleading guilty of or being found guilty of a felony or a crime involving moral turpitude;
- B. Persistent failure or inability to perform the duties of the Contract, whether willful or otherwise;

- C. Any disability that seriously interferes with the performance of duties and is permanent or is likely to become permanent;
- D. Willful misconduct by the attorney pertaining to Contract performance;
- E. Habitual intemperance in the use of intoxicants or drugs;
- F. Conduct prejudicial to the administration of justice, which brings the Attorney into disrepute;
- G. Continuing conflict between private practice and Contract services; and
- H. Failure to maintain good standing and active membership in State Bar.

2) CONTINUATION OF SERVICES; EXPIRATION OF TERM

Upon termination of the Contract, Attorney shall nevertheless continue to represent existing court appointed clients, unless otherwise directed by the court. This provision is subject to, and does not relieve Attorney from, providing representation to existing clients, or withdrawing from representation of existing clients, in a manner consistent with all ethical obligations and as provided for in the State Bar Rules. Services shall be provided in such cases in the same manner as provided in this Contract. Compensation for such services shall be at the rate specified in this Contract.

3) PERCENTAGE OF WORK

Attorney shall be assigned and shall accept appointments of counsel for indigent defendants made by the Court during the term of the contract, including any appointments made for alleged probation violations or misdemeanor appeals, in the proportion as set forth below:
 Attorney _____ Percentage of appointments 20%.

5) COMPENSATION AND PAYMENT

- A. The compensation for an Attorney representing assigned indigent defendants under this contract shall be by calendar year as follows:

2010	\$14,000
2011	\$29,000

- B. The above fee will be paid regardless of the number of charges arising out of the incident or the number of clients.

6) ADDITIONAL COMPENSATION

An attorney shall not request nor receive any additional compensation for services rendered for an indigent defendant pursuant to this contract from any other source.

7) BILLING

The Court Administrator will monitor and accumulate the statements of services rendered and ensure that cases are distributed equally between all five contracts for public defense. Attorneys may bill the County on a monthly basis equal to the incremental portion of the contract (e.g. 1/12th of an annual contract per month). The County will pay the attorneys on a monthly basis. Payment shall be based upon the year that services were rendered and not upon request for payment.

8) MINIMAL PROFESSIONAL QUALIFICATIONS

An Attorney performing duties under this Contract shall satisfy the minimum requirements for practicing law in the State of Michigan. Every attorney must have served at least two years in one of the following capacities: prosecutor, appointed public defender, or criminal defense counsel.

9) INSURANCE

- A. General Liability Insurance: Attorney shall procure and maintain for the duration of this Contract, insurance. Attorney shall maintain general liability insurance of At least \$300,000 per occurrence coverage for bodily injury, personal injury and property damage claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the work hereunder by Attorney, Attorney's agents, representatives, employees, and subcontractors. A valid insurance declaration shall be on file with the Court during the term of the contract.
- B. Professional Liability Insurance: Attorney shall procure and maintain professional liability insurance covering professional services in an amount of at least \$300,000 per occurrence. A valid insurance declaration shall be on file with the Court during the term of the contract.

10) PERFORMANCE OF WORK OUTSIDE OF CONTRACT

No work of any kind shall be accepted which would conflict with Attorney's performance of services as required pursuant to this Contract.

11) INDEPENDENT CONTRACTOR

The parties agree that Attorney is an independent contractor and is not an agent or principal of Court or County. Attorney is, and shall at all times be deemed, independent and shall be wholly responsible for the manner in which she/he performs the services required by the terms of this Contract. Attorney exclusively assumes the responsibility for the acts of her/his employees as they relate to the services to be provided during the course and scope of their employment. Attorney, her/his agents and employees shall not be entitled to any rights or

privileges of employees of Court or County and shall not be considered in any manner to be employees of Court or County.

12) SUBSTITUTION OF ATTORNEY

The Court may appoint a replacement or reassign this contract or take any other action that the Court deems necessary should an attorney resign, be removed, or be suspended from the contract.

13) EQUIPMENT

Attorney shall maintain a working fax machine during the period of the contract and supply the court with a fax number.

14) COMPLETE AGREEMENT; AMENDMENT

This contract expresses the understanding of the parties concerning all matters covered. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment of this Contract and formally approved by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands

12th JUDICIAL DISTRICT COURT

Hon. R. Darryl Mazur
Chief Judge

COUNTY OF JACKSON

James Shotwell
Chairman, Jackson County Board of Commissioners

ATTORNEY AT LAW



Michael Dungan

To: Board of Commissioners
County Administration

From: Ted Westmeier
Director/Health Officer

Re: WIC Staffing/Personnel Request/Full-time Registered Dietitian

Date: May 27, 2010

The Department was recently notified that the Women, Infant and Children Nutrition Program (WIC) will be receiving an additional annual allocation of \$44,450. This additional allocation is based on the number of high risk clients served by the program and is not based on additional caseload. We recently were given the approval to add an additional .7 FTE professional to the program based on additional allocations as a result of our increasing caseload. We are requesting that the Board of Commissioners approve our request to change the .7FTE professional to a full time Registered Dietitian.

Nutritional high risk clients need an assessment and care plan called "Nutrition Counseling Registered Dietitian" (NCRD). The additional Registered Dietitian will provide capacity to the program to conduct these assessments. With the increased allocation from the state, we are able to reduce our county allocation for 2010 by \$22,450.

Should you have any questions do not hesitate to contact me.

STATE OF MICHIGAN
12TH JUDICIAL DISTRICT COURT

Tamara J. Bates, Court Administrator
312 South Jackson Street □ Jackson, Michigan 49201
517-768-6801 □ Fax 517-788-4262
www.d12.com
tbates@co.jackson.mi.us

TO: Randy Treacher, County Administrator
Adam Brown, Deputy County Administrator
Joni Johnson, HR Deputy Director

SUBJECT: 2010/2011 Job Re-classifications

DATE: May 19, 2010

The end of May 2010 will bring two unexpected retirements for District Court. Both, David Zomer and Dennis Bowman have submitted letters of resignation, leaving two vacant positions. In light of these retirements, we are requesting permission to reclassify two positions in the Collections Division. Attached you will find a spreadsheet outlining the current FTE's within the department and the projected savings.

Currently those positions are paid at a grade level 10. It is our request to reclassify two positions to a grade level 7 (while they are vacant).

Our Collections Division was originally designed to not only collect fines and cost, but to execute arrests on the court's warrants as well. Job descriptions, duties and requirements were such that they would support a pay grade level 10. However, through the years the duties of the collection officers has changed and they have gotten away from doing enforcement as originally expected and no longer justify a pay grade level 10. With this in mind, it is our intent to reclassify two of the current vacant positions to grade level 7 with their main responsibilities being payment plans/collections. The remaining one position will remain at a grade level 10 whose main responsibility will be to act as an enforcement officer, returning to the road making arrests on warrants for unpaid fines and costs.

If this reclassification is approved, we project that it will not only save money in full time wages, but provide better enforcement of outstanding warrants and past due receivables.

2010 Collections Personnel/Wages					
Position	Wages w/out Benefits	Retirement Date	Grade Level		
Collections Officer	\$44,970	May-10	10		
Collections Officer	\$44,305	Jun-10	10		
Collections Officer	\$45,644	Jul-10	10	2011 elimination of position	
Collections Officer	\$45,644		10		
TOTAL	\$180,563				
2011 Collections Personnel/Wages					
Position	Wages w/out Benefits		Grade Level		
Enforcement Officer	\$45,644		10		
Court/Collections Vacant	\$31,465		7		
Court/Collections Vacant	\$31,465		7		
Collections Officer-eliminate	\$0		10		
TOTAL	\$108,574				
2010	\$180,563				
2011	\$108,574				
	\$71,989				
There will be additional savings when benefits are included.					

5/26/10

To: Ted Westmeier
Health Officer, JCHD

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

REQUEST SUMMARY:

It is my recommendation that the Health Department request budget adjustments increasing both revenues and expenses totaling **\$32,323** with changes in JCHD orgkeys for state & locally funded programs. We need to request approval for additional FTE's associated with these program enhancements. The additional revenue was authorized by the state & local funding agencies after the original budget for FYE 9/30/2010 had to be submitted. As a result of increased state funds, the county allocation for the Health Dept can be reduced by **\$22,450**.

Recommended Changes in JCHD Programs:

For **Orgkey 221460 (WIC)**, the high-risk client workload in the WIC Program has resulted in the state increasing JCHD's WIC funding by \$44,450 for the current year. In order to keep up with the extra workload being generated by an all-time high of WIC participants, we are asking for board approval of 1 new full-time employee. The Board of Commissioners previously approved a request for an increase for a part-time employee for 28 hours per week (0.7 FTE). The part-time employee position had not been filled at the time the additional WIC allocations were approved by the state. If approved by the BOC, JCHD intends to substitute the full-time employee position for the part-time position. The cost of the full-time employee for the remainder of this fiscal year is less than previously approved for the part-time position. JCHD has been assured by the state that the funding increase will be continued into future fiscal years.

For **Orgkey 221312 (Early On)**, the Jackson County Intermediate School District is providing additional one-time funding of \$9,323 to JCHD to provide services under a new grant contracted thru the Michigan Department of Education. In addition, JCHD has received \$1,000 in one-time funding for the Happiest Baby on the Block grant. For this orgkey, the additional grant funding will cover all of increased expenditures expected for the rest of this fiscal year. The residents of Jackson County will receive additional services thru these new funding sources.

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

Please let me know if you would like any further information to submit to the Personnel & Finance Committee or to the Administrator's Office.

Rex R. Pierce
JCHD Financial Services Manager

Prepared 5/26/10- RRP

SUMMARY OF BUDGET ADJUSTMENTS (YE 9/30/10)
Health Department

Expenditure Accounts	Current Budget	Increases	Decreases	Amended Budget
221100 - ADMINISTRATION	\$528,954	\$0	\$0	\$528,954
221160 - HEALTH EDUCATION	\$160,165	\$0	\$0	\$160,165
221175 - EMERGENCY PREPAREDNESS	\$317,894	\$0	\$0	\$317,894
221180 - EMERGENCY PREPAREDNESS PHASE III	\$321,829	\$0	\$0	\$321,829
221200 - ENVIRONMENTAL HEALTH	\$603,076	\$0	\$0	\$603,076
221300 - GENERAL NURSING	\$214,265	\$0	\$0	\$214,265
221301 - MSS/ISS (MIHP)	\$371,726	\$0	\$0	\$371,726
221310 - IMMUNIZATIONS	\$304,809	\$0	\$0	\$304,809
221312 - EARLY ON	\$141,189	\$10,323	\$0	\$151,512
221313 - SEXUALLY TRANSMITTED DISEASES (STD)	\$158,753	\$0	\$0	\$158,753
221320 - INFANT MORTALITY & PREVENTION	\$67,096	\$0	\$0	\$67,096
221341 - CHILDRENS SPECIAL HEALTH CARE SERVICES	\$97,169	\$0	\$0	\$97,169
221417 - HEARING & VISION	\$107,247	\$0	\$0	\$107,247
221451 - MEDICAID OUTREACH & ADVOCACY	\$150,416	\$0	\$0	\$150,416
221460 - WOMEN, INFANTS, CHILDREN (WIC)	\$570,149	\$22,000	\$0	\$592,149
221575 - SOIL EROSION	\$54,923	\$0	\$0	\$54,923
221612 - EARLY ON STIMULUS	\$85,742	\$0	\$0	\$85,742
221616 - AIDS COUNSELING & TESTING	\$39,272	\$0	\$0	\$39,272
221630 - TOBACCO REDUCTION COALITION	\$17,809	\$0	\$0	\$17,809
221634 - IMMUNIZATION ACTION PLAN	\$83,051	\$0	\$0	\$83,051
221635 - CAR SEAT PROGRAM	\$67,868	\$0	\$0	\$67,868
221655 - TEEN PREGNANCY PREVENTION	\$38,917	\$0	\$0	\$38,917
BALANCE TO COUNTY BUDGET				
Total	\$4,502,319	\$32,323	\$0	\$4,534,642

Increase in Expenditures by

\$32,323

Prepared 5/26/10- RRP

SUMMARY OF BUDGET ADJUSTMENTS (YE 9/30/10)
Health Department

Revenue Accounts	Current Budget	Increases	Decreases	Amended Budget
221100 - ADMINISTRATION	\$617,588	\$0	\$22,450	\$595,138
221160 - HEALTH EDUCATION	\$76,541	\$0	\$0	\$76,541
221175 - EMERGENCY PREPAREDNESS	\$351,858	\$0	\$0	\$351,858
221180 - EMERGENCY PREPAREDNESS- PHASE III	\$322,129	\$0	\$0	\$322,129
221200 - ENVIRONMENTAL HEALTH	\$723,160	\$0	\$0	\$723,160
221300 - GENERAL NURSING	\$49,735	\$0	\$0	\$49,735
221301 - MSS/ISS (MIHP)	\$376,500	\$0	\$0	\$376,500
221310 - IMMUNIZATIONS	\$317,966	\$0	\$0	\$317,966
221312 - EARLY ON	\$143,182	\$10,323	\$0	\$153,505
221313 - SEXUALLY TRANSMITTED DISEASES (STD)	\$78,163	\$0	\$0	\$78,163
221320 - INFANT MORTALITY & PREVENTION	\$61,660	\$0	\$0	\$61,660
221341 - CHILDRENS SPECIAL HEALTH CARE SERVICES	\$142,544	\$0	\$0	\$142,544
221417 - HEARING & VISION	\$54,735	\$0	\$0	\$54,735
221451 - MEDICAID OUTREACH & ADVOCACY	\$100,046	\$0	\$0	\$100,046
221460 - WOMEN, INFANTS, CHILDREN (WIC)	\$753,250	\$44,450	\$0	\$797,700
221575 - SOIL EROSION	\$35,385	\$0	\$0	\$35,385
221612 - EARLY ON STIMULUS	\$83,242	\$0	\$0	\$83,242
221616 - AIDS COUNSELING & TESTING	\$24,768	\$0	\$0	\$24,768
221630 - TOBACCO REDUCTION COALITION	\$20,000	\$0	\$0	\$20,000
221634 - IMMUNIZATION ACTION PLAN	\$71,001	\$0	\$0	\$71,001
221635 - CAR SEAT PROGRAM	\$59,966	\$0	\$0	\$59,966
221655 - TEEN PREGNANCY PREVENTION	\$38,900	\$0	\$0	\$38,900
BALANCE TO COUNTY BUDGET				
Total	\$4,502,319	\$54,773	\$22,450	\$4,534,642

Increase in Revenues by **\$32,323**

**County of Jackson
Budget Adjustments-2010**

[illegible]

DESCRIPTION OF ADJUSTMENT

Adjust for overtime expenses due to snow removal and the 5th floor construction project

DEPT HEAD/date

Ric Scheel 5-20-2010

COMMITTEE/date

BUDGET DIR/date

ADMINISTRATOR/date

Commissioner Board Appointments – June 2010

<u>BOARD</u>	<u>NEW TERM EXPIRES</u>	<u>CURRENT MEMBER</u>	<u>APPLICANTS</u>	<u>COMMITTEE RECOMMENDED APPOINTMENTS</u>
<u>Agricultural Preservation Board</u>				
1) One Public Member – Ag Interests	6/2013	Gregory Sanford	Gregory Sanford	Gregory Sanford
1) One Public Member – Rep of Local Natural Resource Conservation Interests	6/2013	Dick Ekins	Harley Darnell	Harley Darnell
1) One Commissioner Member	6/2011	Dave Lutchka	Dave Lutchka	Dave Lutchka
 <u>County Building Authority</u>				
1) One Public Member	6/2013	Ric Scheele	Ric Scheele Harley Darnell Thomas Romer	Ric Scheele
 <u>Jury Board</u>				
1) One Public Member	4/2013	Tomas Cottrell	Patricia Rayl William Dobbin Judith Whiteman*	Judith Whiteman
----- * Judges Recommendation				
 <u>Upper Grand River Watershed</u>				
1) One Public Member	5/2012	Scott Ambs	David Reeverts	David Reeverts
1) One Public Member	5/2012	James Spink	Harley Darnell	Harley Darnell
1) One Public Member	5/2012	Kathlyn Kulchinski	Kenneth Price Andrew Johnson	Kenneth Price

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: Sanford _____ Gregory _____
Last First, Middle Initial
HOME ADDRESS: P.O. Box 49, 315 Oyer St. _____ Springport _____ 49284
Street City Zip Code
TELEPHONE: Cell- 517-206-8606 Work- 517-908-2881 _____ gsanford@eatoncoop.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. Farmland Preservation _____ 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
Springport Village Council	2 Years	Trustee
Springport Agriscience Advisory Board	2009-present	Trustee
Springport FFA Alumni	2007-present	Vice-President

Employment:

Eaton Farm Bureau Co-op	Agronomy Sales	9-14-2009-present
Current Employer:	Position:	Dates of Employment:

Education:

Ohio State - B.S. Agribusiness and Applied Economics, Minor- City and Regional Planning

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

A chance to use my knowledge and experience to serve the community.

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

I am a licensed real estate agent in Michigan with over four years of experience working for a firm the specialized in vacant land and development.

GBS

Signature:

4/19/2010

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: Darnell Harley E
Last First Middle Initial

HOME ADDRESS: 5510 Benton Road Jackson 49201
Street City Zip Code

TELEPHONE: 517-206-9687 or 517-536-0273 harley_darnell@andersonsinc.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. Agricultural Preservation Board
2. Natural Resource Conservation
3. Jackson County Building Authority

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>The Andersons Inc.</u>	<u>4 years</u>	<u>Safety Committee</u>
<u>Aircraft owners and Pilots Association</u>	<u>1</u>	<u>Pilot</u>
<u>United States Army</u>	<u>6</u>	<u>Sargent / Squad Leader</u>

Employment:

<u>The Andersons Albion Ethanol Plant</u>	<u>Maintenance Manager</u>	<u>5-2006 to present</u>
<small>Current Employer:</small>	<small>Position:</small>	<small>Dates of Employment:</small>

Education:

6 years active duty U.S Army

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

I would like to get involved with the community.

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

I work for The Andersons Inc. Which is one of the largest grain buyers in the nation. My facility takes in over 24 million bushels of corn and in turn produces over 80 million gallons of ethanol per year


Signature:

May 20, 2010

Date:

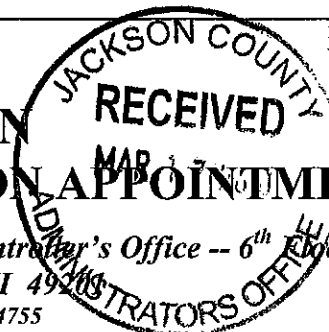
Submit

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 49203
(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: Rayl Patricia
Last First, Middle Initial
HOME ADDRESS: 3442 Roosevelt Rd Jackson 49203
Street City Zip Code
TELEPHONE: 517-960-4470 prayl@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. Brownfield Redevelopment Authority 2. Jury Board 3.

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
Summit Twp Zoning Board of	3 years	member
Upper Grand River Watershe	2 years	member
The Producers of The Michig	3 years	chair, treasurer

Employment:

student Masters in public administrati
Current Employer: Position: Dates of Employment:

Education:

currently attending the MPA program at Eastern Michigan University

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

I am very interested in the activities of this board.

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

This is a great opportunity to learn more about the practical aspects of county government, to join with

the academy lessons from the MPA program.

Patricia Rayl

Signature:

3/15/10

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: Dobbin William
Last First, Middle Initial

HOME ADDRESS: 2563 N. Diane St Jackson 49201
Street City Zip Code

TELEPHONE: 517-789-7549 bdobbin@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. Region 2 Area Agency on Aging 2. Jury Board 3. Brownfield Redevelopment Authority

Community Activities/Civic Organization/Boards/Commissions:

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

Employment:

RCS Mfg. Shop Supervisor September 2007 -
Current Employer: Position: Dates of Employment:

Education:

High School plus some college courses

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

I think that it is time for me to give something back to the community.

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

I think my management skills and the fact that I grew up in Jackson can be of a benefit to the community.

William L. Dobbin

Signature:

3/14/2010

Date:

Date of Application April 8, 2010

Provide any other information, including volunteer experience, you feel would be helpful in determining how you may be employed.

NOTE: You are welcome to submit a resume. However, you are requested to complete the Education and Employment History sections of this application whether or not a resume is attached.

EMPLOYMENT HISTORY:

Employer **
Columbia Twp. Police Dept. Address **
8500 Jefferson Rd. Brooklyn, MI 49230
Job Title **
Police Clerk/Receptionist/Officer Immediate Supervisor and Title **
Sgt. Jay Niles - Chief David Elwell 517.592.3122
Summarize nature of work performed and job responsibilities: **
Transcribe police reports, Receptionist, Court officer, Part-time officer, General office duties.
Part-time employee.

Dates of Employment **
2005 - present Hourly Rate/Salary **
\$14
Reason for Leaving **
Not leaving -

Employer
Leoni Twp. Police Dept. Address
911 Fifth St. Michigan Center, MI 49254
Job Title
Part-time transcriptionist Immediate Supervisor and Title
Jackie Watson - Office manager 517.764.7034
Summarize nature of work performed and job responsibilities:
Transcribed police reports

Dates of Employment
1995 - 2005 Hourly Rate/Salary
\$8
Reason for Leaving
Higher salaried part-time position closer to home

Employer
Blackman Dept of Public Safety Address
1996 W Parnall Rd. Jackson, MI 49201
Job Title
Public Safety Officer Immediate Supervisor and Title
Dir. Mike Jester -- Dep. Dir. Johnston 517.788.4223
Summarize nature of work performed and job responsibilities:
Cross-trained police officer and fire fighter

Dates of Employment
1979 - 2004 Hourly Rate/Salary
Reason for Leaving
Retired

Employer
Jackson County Sheriff Dept Address
212 W Wesley St. Jackson, MI 49201
Job Title
Casual employee Immediate Supervisor and Title
Patty Johnson, Senior Transcriptionist
Summarize nature of work performed and job responsibilities:
Casual transcriptionist

Dates of Employment
2008 Hourly Rate/Salary
\$12
Reason for Leaving
Casual employee

EDUCATIONAL BACKGROUND:

NAME/LOCATION	YEARS COMPLETED	DEGREE
High School** Brooklyn High School	12	Graduated
College/University** Jackson Community College	2	None
Police Academy - Jackson		Certified 1977
Other Fire Academy - Jackson		Certified 1982

As public employers, Jackson County and the Courts are subject to the Freedom of Information Act and, under that Act, Jackson County is required to provide a copy of this application to any individual submitting a written request unless, as an applicant, you request that your application remain in confidence.

I wish this application for employment to remain in confidence

☒ Yes ☐ No

I hereby certify that all statements on this Application for Employment (and accompanying resume, if any) are made completely, truthfully and without evasion, and further understand and agree that such statements may be investigated and if found to be false will be sufficient reason for not being employed, or if employed, may result in my dismissal.

I authorize Jackson County and the Courts to investigate all statements contained in the application, including disciplinary records of any former employers, police departments, and other references or sources concerning me. I authorize all such references and sources to release this information without liability for damage incurred in giving it. I waive any written notice of the release of such records that may be required by state or federal law.

I understand that neither this document nor any offer of employment from the employer constitutes an employment contract unless a specific document to that affect is executed in writing by the employer. I understand that any employment offer may be conditioned upon the results of a pre-employment medical examination, and any other necessary medical tests to determine the presence of alcohol, drugs, or controlled substances, should they be required.

Jackson County and the Courts actively encourage applications by qualified individuals with disabilities, and does not discriminate in its consideration of such applicants. If you believe that any accommodation of a disability will be necessary for the testing and/or interview process contact the Human Resources Department at (517) 788-4340.

Signature of Applicant: Judith A Whiteman

Date: April 8, 2010

JACKSON COUNTY AND COURTS, FOR PURPOSES OF HIRING, PROMOTION, ADVANCING, OR ASSIGNING JOBS OR ANY OTHER TERMS OR CONDITIONS OF EMPLOYMENT AGREES TO PROVIDE EQUAL EMPLOYMENT OPPORTUNITY REGARDLESS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, AGE, SEX, HEIGHT, WEIGHT, MARITAL STATUS, ARREST RECORD, OR DISABILITY AS DEFINED BY LAW OR ANY FACTOR NOT RELATIVE TO JOB PERFORMANCE; EXCEPT WHERE A SPECIFIED AGE, SEX OR PHYSICAL REQUIREMENT IS A BONA-FIDE OCCUPATIONAL REQUIREMENT.

DO NOT WRITE BELOW THIS LINE

Test Scores/Dates:

Application Number:
2010041122554522800001

Start Date	Fund/Sub-Dept.	Job Title	Classification
Rate of Pay	Employee No.	Approved By:	PCN#

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: **Scheele** **Ric**
Last First Middle Initial

HOME ADDRESS: **1013 W. Washington** **Jackson** **49203**
Street City Zip Code

TELEPHONE: **517.768.6662**
Home, Work, Cell, or Business (Include Area Code) E-mail Address

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

1. **County Building Authority** 2. 3.

Community Activities/Civic Organization/Boards/Commissions:

Activity/Organization:	Length of Service	Position(s) Held:
County Building Authority	3 years	Secretary

Employment:

County of Jackson	Director of Fleet and Facilities	1-16-06
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:

Ric Scheele

5-17-10

Signature
Bdcommappptform 10-13-09

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: Darnell Harley E
Last First Middle Initial

HOME ADDRESS: 5510 Benton Road Jackson 49201
Street City Zip Code

TELEPHONE: 517-206-9687 or 517-536-0273 harley_darnell@andersonsinc.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. Agricultural Preservation Board
2. Natural Resource Conservation
3. Jackson County Building Authority

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>The Andersons Inc.</u>	<u>4 years</u>	<u>Safety Committee</u>
<u>Aircraft owners and Pilots Association</u>	<u>1</u>	<u>Pilot</u>
<u>United States Army</u>	<u>6</u>	<u>Sargent / Squad Leader</u>

Employment:

<u>The Andersons Albion Ethanol Plant</u>	<u>Maintenance Manager</u>	<u>5-2006 to present</u>
<small>Current Employer:</small>	<small>Position:</small>	<small>Dates of Employment:</small>

Education:

6 years active duty U.S Army

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

I would like to get involved with the community.

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

I work for The Andersons Inc. Which is one of the largest grain buyers in the nation. My facility takes in over 24 million bushels of corn and in turn produces over 60 million gallons of ethanol per year


Signature:

May 20, 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: Romer Thomas
Last First, Middle Initial

HOME ADDRESS: 212 Wampers Lake Rd. Brooklyn 49230
Street City Zip Code

TELEPHONE: 517-938-8502 waygate@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. County Building Authority 2. 3.

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>U.A.W.</u>	<u>8 years</u>	<u>Recreation Chairmen</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Employment:

<u>Retired- G.M. Powertrain</u>	<u>C.N.C.Operator</u>	<u>1-31-77</u>
Current Employer:	Position:	Dates of Employment:

Education:

High School Grad.

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

I'm retired and want to help my Community.

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

Thomas Wm. Romer Jr. 5/21/2010
Signature: Date:

THIS FORM CONTAINS REQUIRED FIELDS - IT WILL NOT SUBMIT IF ANY OF THE REQUIRED FIELDS ARE EMPT
** DENOTES A REQUIRED FIELD

INTERNET APPLICATION FORM INSTRUCTIONS: Complete all the required fields and submit

APPLICATION FOR EMPLOYMENT
JACKSON COUNTY AND COURTS

Date of Application May 27, 2010

**JOB PREFERENCE Upper Grandriver Watershed Council

NAME ** Reeverts ** David W
Last First Middle Initial
ADDRESS ** 11667 Onondaga Rd ** Onondaga ** MI ** 49264
Street City State Zip Code

TELEPHONE ** (517) 569 - 3330 ** (517) 414 - 2940 SOCIAL SECURITY NO **
Home Daytime Number

Have you ever been employed by Jackson County or Courts before? ☐ Yes ☒ No

Are you legally eligible for employment in this country? ☒ Yes ☐ No
(Proof of U.S citizenship or immigration status will be required upon employment.)

When would you be available for work? Now

Are you available to work: ☒ Full-time ☐ Part-time ☐ Shift Work ☐ Temporary/Seasonal

Are you currently employed? ☐ Yes ☒ No May we contact your present employer? ☐ Yes ☐ No

If applying for a position requiring a drivers/chauffeurs' license please give license number: _____

List professional licenses you hold: CDL Class A

If applying for a clerical position, please indicate typing/data entry speed: _____

Summarize special skills and qualifications acquired from employment or other experiences that may qualify you to work with Jackson County. Past manager of engineering for MacSteel. I have delt with many

many environmental issues at the plant over the 32 years at the plant. I have lived

on the Grand for 32 years and have canoed hundreds of times on it

Have you been convicted of a felony or misdemeanor in the last seven (7) years? ☐ Yes ☐ No
If yes, please explain: _____

Have you received a disciplinary suspension or been discharged from any position(s)? ☐ Yes ☒ No
If yes, please explain: _____

Do you have any relatives employed by Jackson County or Courts? ☐ Yes ☒ No
If yes, please give name and department: _____

Provide any other information, including volunteer experience, you feel would be helpful in determining how you may be employed.

NOTE: You are welcome to submit a resume. However, you are requested to complete the Education and Employment History sections of this application whether or not a resume is attached.

EMPLOYMENT HISTORY:

Employer**	Address**
GerduMacSteel	Jackson
Job Title**	Immediate Supervisor and Title**
Engineering Manager	
Summarize nature of work performed and job responsibilities:**	
All engineering resposibilities at the plant	
was laid off last year with cut back then job was eliminated	
Dates of Employment**	Hourly Rate/Salary**
Reason for Leaving**	
Employer	Address
Job Title	Immediate Supervisor and Title
Summarize nature of work performed and job responsibilities:	
Dates of Employment	Hourly Rate/Salary
Reason for Leaving	
Employer	Address
Job Title	Immediate Supervisor and Title
Summarize nature of work performed and job responsibilities:	
Dates of Employment	Hourly Rate/Salary
Reason for Leaving	
Employer	Address
Job Title	Immediate Supervisor and Title
Summarize nature of work performed and job responsibilities:	
Dates of Employment	Hourly Rate/Salary
Reason for Leaving	

EDUCATIONAL BACKGROUND:

NAME/LOCATION	YEARS COMPLETED	DEGREE
High School** Stillman Valley High	12	High school diploma
College/University** Sauk Valley Community	2	AAS Mechanical

Other

As public employers, Jackson County and the Courts are subject to the Freedom of Information Act and, under that Act, Jackson County is required to provide a copy of this application to any individual submitting a written request unless, as an applicant, you request that your application remain in confidence.

I wish this application for employment to remain in confidence

☐ Yes ☒ No

I hereby certify that all statements on this Application for Employment (and accompanying resume, if any) are made completely, truthfully and without evasion, and further understand and agree that such statements may be investigated and if found to be false will be sufficient reason for not being employed, or if employed, may result in my dismissal.

I authorize Jackson County and the Courts to investigate all statements contained in the application, including disciplinary records of any former employers, police departments, and other references or sources concerning me. I authorize all such references and sources to release this information without liability for damage incurred in giving it. I waive any written notice of the release of such records that may be required by state or federal law.

I understand that neither this document nor any offer of employment from the employer constitutes an employment contract unless a specific document to that affect is executed in writing by the employer. I understand that any employment offer may be conditioned upon the results of a pre-employment medical examination, and any other necessary medical tests to determine the presence of alcohol, drugs, or controlled substances, should they be required.

Jackson County and the Courts actively encourage applications by qualified individuals with disabilities, and does not discriminate in its consideration of such applicants. If you believe that any accommodation of a disability will be necessary for the testing and/or interview process contact the Human Resources Department at (517) 788-4340.

Signature of Applicant: David Reeverts

Date: May 27, 2010

JACKSON COUNTY AND COURTS, FOR PURPOSES OF HIRING, PROMOTION, ADVANCING, OR ASSIGNING JOBS OR ANY OTHER TERMS OR CONDITIONS OF EMPLOYMENT AGREES TO PROVIDE EQUAL EMPLOYMENT OPPORTUNITY REGARDLESS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, AGE, SEX, HEIGHT, WEIGHT, MARITAL STATUS, ARREST RECORD, OR DISABILITY AS DEFINED BY LAW OR ANY FACTOR NOT RELATIVE TO JOB PERFORMANCE; EXCEPT WHERE A SPECIFIED AGE, SEX OR PHYSICAL REQUIREMENT IS A BONA-FIDE OCCUPATIONAL REQUIREMENT.

DO NOT WRITE BELOW THIS LINE

Test Scores/Dates:

Application Number:
2010052710062061900001

Start Date

Fund/Sub-Dept.

Job Title

Classification

Rate of Pay

Employee No.

Approved By:

PCN#

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: Darnell Harley E
Last First Middle Initial

HOME ADDRESS: 5510 Benton Road Jackson 49201
Street City Zip Code

TELEPHONE: 517-206-9687 or 517-536-0273 harley_darnell@andersonslnc.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. Agricultural Preservation Board
2. Natural Resource Conservation
3. Jackson County Building Authority

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>The Andersons Inc.</u>	<u>4 years</u>	<u>Safety Committae</u>
<u>Aircraft owners and Pilots Association</u>	<u>1</u>	<u>Pilot</u>
<u>United States Army</u>	<u>6</u>	<u>Sargent / Squad Leader</u>

Employment:

<u>The Andersons Albion Ethanol Plant</u>	<u>Maintenance Manager</u>	<u>5-2006 to present</u>
<small>Current Employer:</small>	<small>Position:</small>	<small>Dates of Employment:</small>

Education:

6 years active duty U.S Army

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

I would like to get involved with the community.

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

I work for The Andersons Inc. Which is one of the largest grain buyers in the nation. My facility takes in over 24 million bushels of corn and in turn produces over 60 million gallons of ethanol per year


Signature:

May 20, 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: Price Kenneth W
Last First Middle Initial
HOME ADDRESS: 416 Bates Jackson 49202
Street City Zip Code
TELEPHONE: 517 795 6847 declown@sbcglobal.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. Water shed 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

Activity/Organization:	Length of Service	Position(s) Held:
<u>GREAT</u>	<u>3 yrs</u>	<u>Vice President / Trustee</u>
<u>UGrip</u>	<u>2 yrs</u>	<u>member</u>
_____	_____	_____

Employment:

<u>None</u>	_____	_____
Current Employer:	Position:	Dates of Employment:

Education:

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

I have been attending meeting last two years. Replacing L Kulchinski
on board. Very interested in keeping water shed pure and safe

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

Paul Rentschler Recommended that I apply
Kenneth 5/12/2010
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: Johnson Andrew
Last First, Middle Initial
HOME ADDRESS: 3846 Nelson Dr Jackson 49203
Street City Zip Code
TELEPHONE: 517-206-3498 x95johnson21@hotmail.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. Upper Grand River Watershed Council 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Kiwanis Club of Jackson</u>	<u>3 years</u>	<u>Treasurer</u>
_____	_____	_____
_____	_____	_____

Employment:

<u>5 Leprechauns LLC</u>	<u>Controller</u>	<u>August 2005 to Current</u>
Current Employer:	Position:	Dates of Employment:

Education:

Masters in Global Political Economy and Finance and Bachelors in Business Administration

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

Personal interest in natural resources, with a specific interest in water resources

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

I believe restoration and preservation of our water resources are vital to our future.

Andrew Johnson
Signature:

5/24/2010
Date:



Jackson County Animal Shelter

3370 Spring Arbor Rd • Jackson, Michigan 49203

Phone (517) 788-4464 • FAX (517) 780-4750



Memo

To: Human Services Committee
From: Steve Hall, R.S., M.S., Animal Shelter Director
Subject: Animal Shelter Fee Schedule and Staffing Plan
Date: June 9, 2010

As you are aware, construction on the surgical suite began on Monday, March 29, 2010. The majority of work on the suite is completed. We plan to begin with surgeries on July 1, 2010.

As such, I am proposing a comprehensive fee package and staffing plan for the animal shelter. This plan was presented to the Board of Commissioners by Adam Brown during your planning session on April 9, 2010. This will allow us to provide the new service of sterilization of adopted animals. We will need to contract with a licensed veterinarian and veterinarian technician to perform the surgeries. As we have previously discussed, the goal is to utilize money from the spay/neuter fund, in addition to fees, to pay for these services. The idea is that we would phase in fee increases to make this a self-sustaining program.

The staffing plan that I am proposing includes increasing a current part-time kennel attendant position from twenty (20) hours per week to (30) hours per week, contracting with a veterinarian for 10 hours per week, and contracting with a veterinarian technician for thirty (30) hours per week. Increasing the kennel attendant's hours and contracting with the technician will allow us to ensure that the animals are healthy and prepared for surgery. It will also provide for the most efficient use of the veterinarians time. The local veterinarians have routinely stated that it is important for us to have the services of a veterinarian technician. This will also provide us the opportunity to provide euthanasia services in-house, thus freeing up the animal control officer's time.

I have prepared a four (4) year fee schedule. In preparing this fee schedule, I compared fees of other animal shelters and humane societies. This comparison, along with other information that was presented at the April 9, 2010 meeting is attached. The staffing plan will cost an estimated \$52,692 annually. This is based on \$11.33/hr for the kennel attendant, \$15/hr for the veterinarian technician, and \$45/hr for the veterinarian. I am also estimating \$29,646 in additional costs for vaccine, testing supplies, and surgical supplies.

The spay/neuter fund currently has \$91,888.57 in it. The construction of the surgery suite will cost approximately \$33,000. There may be additional costs for equipment and cages. This proposal will require us to utilize approximately \$7,836 from the spay/neuter fund in the first year to cover the staffing plan. It will be completely self-sustaining by 2013. Any funds left in the spay/neuter fund will be able to be utilized for future supplies for the surgery suite.

and activities such as a low-cost spay/neuter clinics. We may also be able to utilize a portion of the remaining funds toward renovating the back building. We plan to utilize the back building for intake and isolation in the future.

These figures were all based on projected adoption numbers. I am estimating approximately 510 dog adoptions and 709 cat adoptions annually, half of which go to 501(C)3 rescue groups. These rescue groups pay half of the normal adoption fee.

In reviewing the adoption fees of other agencies, I believe that this four (4) year fee schedule is very competitive. This will allow us to utilize our new surgery suite in the most efficient way.

I have also attached the animal shelter's current fee schedule. This schedule is very complex and outdated. As stated earlier, I am proposing a four year fee schedule. I have provided copies of the fee schedule through 2013. This fee schedule is much simpler and easier to understand. These fees only show a dog license fee for 2010. Dog license fees are determined by the Treasurer's office. The proposed fees remain the same through 2013 with the exception of the euthanasia fee. The euthanasia fee is increased slightly over the four years to allow us to better recover costs. I am seeking two actions from this committee:

- 1) Approve the fee schedules as proposed
- 2) Approve the staffing plan as proposed

Should you have any questions regarding this, please do not hesitate to contact me.

Current Shelter Fees

PURCHASE BY RESCUE 501c3

Dog

Dog	\$10.00
DP Shot	\$ 5.00
Sterilization Deposit	<u>\$25.00</u>
Total	\$40.00

Cat

Cat	\$ 5.00
Distemper Shot	\$ 5.00
Sterilization Deposit	<u>\$25.00</u>
Total	\$35.00

PURCHASE OF A DOG 3 MONTHS AND YOUNGER

Dog 3 Months and Younger

Price of Dog	\$10.00
Sterilization Deposit	\$50.00
First Puppy Shot (DP)	\$10.00
Worming \$1.00 Per CC Used	<u>\$ 2.00</u>
Approximate Cost	\$72.00

PURCHASE OF DOG 4 MONTHS AND OLDER NOT STERILIZED

Dog 4 Months and Older Not Sterilized

January 1 thru July 9th of each year

Price of Dog	\$10.00
Sterilization Deposit	\$50.00
Distemper Parvo Shot	\$10.00
Rabies Vaccination 1 Year	\$10.00
County Dog License	\$20.00
Worming \$1.00 Per CC Used	<u>\$ 3.00</u>

Current Shelter Fees

Approximate Cost **\$103.00**

DOG 4 MONTHS AND OLDER NOT STERILIZED

July 10th thru end of each year

Price of dog	\$10.00
Sterilization Deposit	\$50.00
Distemper Parvo Shot	\$10.00
Rabies Vaccination 1 Year	\$10.00
County Dog License	\$10.00
Worming \$1.00 Per CC Used	<u>\$ 3.00</u>
Approximate Cost	\$93.00

PURCHASE OF DOG 4 MONTHS AND OLDER
STERILIZED

Dog 4 Months and Older Sterilized

January 1 thru July 9th of Each Year

Price of Dog	\$10.00
Distemper Parvo Shot	\$10.00
Rabies Vaccination 1 Year	\$10.00
County Dog License	\$10.00
Worming \$1.00 Per CC Used	<u>\$ 3.00</u>
Approximate Cost	\$43.00

DOG 4 MONTHS AND OLDER STERILIZED

July 10th thru end of each year

Price of dog	\$10.00
Distemper Parvo Shot	\$10.00
Rabies Vaccination 1 Year	\$10.00
County Dog License	\$10.00
Worming \$1.00 Per CC Used	<u>\$ 3.00</u>
Approximate Cost	\$43.00

Current Shelter Fees

**SENIOR CITIZEN
PURCHASE OF DOG 4 MONTHS AND OLDER
NOT STERILIZED**

Dog 4 Months and Older Not Sterilized

July 1 thru July 9th of each year

Price of dog	\$10.00
Sterilization Deposit	\$50.00
Distemper Parvo Shot	\$10.00
Rabies Vaccination 1 Year	\$10.00
County Dog License	\$10.00
Worming \$1.00 Per CC Used	<u>\$ 3.00</u>
Approximate Cost	\$93.00

Dog 4 Months and Older Not Sterilized

July 10th thru end of each year

Price of dog	\$10.00
Sterilization Deposit	\$50.00
Distemper Parvo Shot	\$10.00
Rabies Vaccination 1 Year	\$10.00
County Dog License	\$ 5.00
Worming \$1.00 Per CC Used	<u>\$ 3.00</u>
Approximate Cost	\$88.00

**SENIOR CITIZEN
PURCHASE OF DOG 4 MONTHS AND OLDER
STERILIZED**

Dog 4 Months and Older Sterilized

January 1 thru July 9th of each year

Price of dog	\$10.00
Distemper Parvo Shot	\$10.00

Current Shelter Fees

Rabies vaccination 1 Year	\$10.00
County Dog License	\$ 5.00
Worming \$1.00 Per CC Used	<u>\$ 3.00</u>
Approximate Cost	\$38.00

Dog 4 Months and Older Sterilized

July 10th thru end of each year

Price of dog	\$10.00
Distemper Parvo Shot	\$10.00
Rabies Vaccination 1 Year	\$10.00
County Dog License	\$ 2.50
Worming \$1.00 Per CC Used	<u>\$ 3.00</u>
Approximate Cost	\$35.50

Current Shelter Fees

PURCHASE OF A CAT

KITTEN 3 MONTHS AND YOUNGER

Price of Kitten	\$ 5.00
Sterilization Deposit	\$50.00
First Kitten Shot	\$10.00
Worming \$1.00 Per CC Used	<u>\$ 1.00</u>
Approximate Cost	\$66.00

CAT 4 MONTHS AND OLDER NOT STERILIZED

Price of Cat	\$ 5.00
Sterilization Deposit	\$50.00
Distemper	\$10.00
Rabies Vaccination 1 Year	\$ 5.00
Worming \$1.00 Per CC Used	<u>\$ 1.00</u>
Approximate Cost	\$71.00

CAT 4 MONTHS AND OLDER STERILIZED

Price of Cat	\$ 5.00
Distemper	\$10.00
Rabies Vaccination 1 Year	\$ 5.00
Worming \$1.00 Per CC Used	<u>\$ 1.00</u>
Approximate Cost	\$21.00

Current Shelter Fees

FIRST REDEMPTION OF DOG NOT STERILIZED

Board starts the day the owner identifies their animal.

Restitution of \$30.00 will be charged when an animal has been tranquilized.

First Redemption

Redemption Fee	\$20.00
Rabies Vaccination	\$10.00
Distemper/Parvo DP	\$10.00
License	<u>\$20.00</u>
Approximate Cost	\$60.00

AFTER MARCH 1ST

First Redemption March 1st

Redemption Fee	\$20.00
Rabies Vaccination	\$10.00
Distemper/Parvo DP	\$10.00
License	<u>\$30.00</u>
Approximate Cost	\$70.00

Current Shelter Fees

SECOND REDEMPTION OF DOG NOT STERILIZED

Board starts the day the owner identifies their animal.

Restitution of \$30.00 will be charged when an animal has been tranquilized.

SECOND REDEMPTION

Redemption Fee	\$ 40.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
Sterilization Deposit	\$ 50.00
License	<u>\$ 20.00</u>
Approximate Cost	\$130.00

AFTER MARCH 1ST

SECOND REDEMPTION MARCH 1ST

Redemption Fee	\$ 40.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
Sterilization Deposit	\$ 50.00
License	<u>\$ 30.00</u>
Approximate Cost	\$140.00

Current Shelter Fees

THIRD REDEMPTION OF DOG NOT STERILIZED

Board starts the day the owner identifies their animal.

Restitution of \$30.00 will be charged when an animal has been tranquilized.

THIRD REDEMPTION

Redemption Fee	\$ 60.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
Sterilization Deposit	\$ 50.00
License	<u>\$ 20.00</u>
Approximate Cost	\$150.00

AFTER MARCH 1ST

Third Redemption March 1st

Redemption Fee	\$ 60.00
Rabies Vaccination	\$ 10.00
Distempter/Parvo DP	\$ 10.00
Sterilization Deposit	\$ 50.00
License	<u>\$ 30.00</u>
Approximate Cost	\$160.00

Must build a secure structure, per county ordinance, to be inspected by an animal control officer before dog is released for third redemption.

Current Shelter Fees

THIRD REDEMPTION OF DOG STERILIZED

BOARD STARTS THE DAY THE OWNER IDENTIFIES THEIR ANIMAL.

RESTITUTION OF \$30.00 WILL BE CHARGED WHEN AN ANIMAL HAS BEEN TRANQUILIZED.

FIRST REDEMPTION

Redemption Fee	\$ 20.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
License	<u>\$ 10.00</u>
Approximate Cost	\$ 50.00

AFTER MARCH 1ST

FIRST REDEMPTION MARCH 1ST

Redemption Fee	\$ 20.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
License	<u>\$ 30.00</u>
Approximate Cost	\$70.00

Current Shelter Fees

SECOND REDEMPTION OF DOG STERILIZED

BOARD STARTS THE DAY THE OWNER IDENTIFIES THEIR ANIMAL.

RESTITUTION OF \$30.00 WILL BE CHARGED WHEN AN ANIMAL HAS BEEN TRANQUILIZED.

SECOND REDEMPTION

Redemption Fee	\$ 40.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
License	<u>\$ 10.00</u>
Approximate Cost	\$ 70.00

AFTER MARCH 1ST

SECOND REDEMPTION MARCH 1ST

Redemption Fee	\$ 40.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
License	<u>\$ 30.00</u>
Approximate Cost	\$ 90.00

Current Shelter Fees

THIRD REDEMPTION OF DOG STERILIZED

BOARD STARTS THE DAY THE OWNER IDENTIFIES THEIR ANIMAL.

RESTITUTION OF \$30.00 WILL BE CHARGED WHEN AN ANIMAL HAS BEEN TRANQUILIZED.

THIRD REDEMPTION

Redemption Fee	\$ 60.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
License	<u>\$ 10.00</u>
Approximate Cost	\$ 90.00

AFTER MARCH 1ST

THIRD REDEMPTION MARCH 1ST

Redemption Fee	\$ 60.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
License	<u>\$ 30.00</u>
Approximate Cost	\$110.00

MUST BUILD A SECURE STRUCTURE PER COUNTY ORDINANCE TO BE INSPECTED BY AN ANIMAL CONTROL OFFICER BEFORE DOG IS RELEASE FOR THIRD REDEMPTION.

Current Shelter Fees

**SENIOR FIRST REDEMPTION OF DOG NOT
STERILIZED**

Board starts the day the owner identifies their animal.

Restitution of \$30.00 will be charged when an animal has been tranquilized.

First Redemption

Redemption Fee	\$20.00
Rabies Vaccination	\$10.00
Distemper/Parvo DP	\$10.00
License	<u>\$10.00</u>
Approximate Cost	\$50.00

AFTER MARCH 1ST

First Redemption March 1st

Redemption Fee	\$20.00
Rabies Vaccination	\$10.00
Distemper/Parvo DP	\$10.00
License	<u>\$30.00</u>
Approximate Cost	\$70.00

Current Shelter Fees

**SENIOR SECOND REDEMPTION OF DOG NOT
STERILIZED**

Board starts the day the owner identifies their animal.

Restitution of \$30.00 will be charged when an animal has been tranquilized.

SECOND REDEMPTION

Redemption Fee	\$ 40.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
License	<u>\$ 10.00</u>
Approximate Cost	\$ 70.00

AFTER MARCH 1ST

SECOND REDEMPTION MARCH 1ST

Redemption Fee	\$ 40.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
License	<u>\$ 30.00</u>
Approximate Cost	\$ 90.00

Current Shelter Fees

**SENIOR THIRD REDEMPTION OF DOG NOT
STERILIZED**

**BOARD STARTS THE DAY THE OWNER IDENTIFIES THEIR
ANIMAL.**

**RESTITUTION OF \$30.00 WILL BE CHARGED WHEN AN
ANIMAL HAS BEEN TRANQUILIZED.**

THIRD REDEMPTION

Redemption Fee	\$ 60.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
License	\$ 10.00
Approximate Cost	\$ 90.00

AFTER MARCH 1ST

THIRD REDEMPTION MARCH 1ST

Redemption Fee	\$ 60.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
License	\$ 30.00
Approximate Cost	\$110.00

**MUST BUILD A SECURE STRUCTURE PER COUNTY
ORDINANCE TO BE INSPECTED BY AN ANIMAL CONTROL
OFFICER BEFORE DOG IS RELEASE FOR THIRD REDEMPTION.**

Current Shelter Fees

SENIOR FIRST REDEMPTION OF DOG STERILIZED

Board starts the day the owner identifies their animal.

Restitution of \$30.00 will be charged when an animal has been tranquilized.

First Redemption

Redemption Fee	\$20.00
Rabies Vaccination	\$10.00
Distemper/Parvo DP	\$10.00
License	<u>\$ 5.00</u>
Approximate Cost	\$45.00

AFTER MARCH 1ST

First Redemption March 1st

Redemption Fee	\$20.00
Rabies Vaccination	\$10.00
Distemper/Parvo DP	\$10.00
License	<u>\$30.00</u>
Approximate Cost	\$70.00

Current Shelter Fees

SENIOR SECOND REDEMPTION OF DOG STERILIZED

Board starts the day the owner identifies their animal.

Restitution of \$30.00 will be charged when an animal has been tranquilized.

SECOND REDEMPTION

Redemption Fee	\$ 40.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
License	<u>\$ 5.00</u>
Approximate Cost	\$ 65.00

AFTER MARCH 1ST

SECOND REDEMPTION MARCH 1ST

Redemption Fee	\$ 40.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
License	<u>\$ 30.00</u>
Approximate Cost	\$ 90.00

Current Shelter Fees

SENIOR THIRD REDEMPTION OF DOG STERILIZED

BOARD STARTS THE DAY THE OWNER IDENTIFIES THEIR ANIMAL.

RESTITUTION OF \$30.00 WILL BE CHARGED WHEN AN ANIMAL HAS BEEN TRANQUILIZED.

THIRD REDEMPTION

Redemption Fee	\$ 60.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
License	<u>\$ 5.00</u>
Approximate Cost	\$ 85.00

AFTER MARCH 1ST

THIRD REDEMPTION MARCH 1ST

Redemption Fee	\$ 60.00
Rabies Vaccination	\$ 10.00
Distemper/Parvo DP	\$ 10.00
License	<u>\$ 30.00</u>
Approximate Cost	\$110.00

MUST BUILD A SECURE STRUCTURE PER COUNTY ORDINANCE TO BE INSPECTED BY AN ANIMAL CONTROL OFFICER BEFORE DOG IS RELEASE FOR THIRD REDEMPTION.

Current Shelter Fees

REDEMPTION OF CAT NOT STERILIZED

BOARD STARTS THE DAY THE OWNER IDENTIFIES THEIR ANIMAL. RESTITUTION OF \$30.00 WILL BE CHARGED WHEN AN ANIMAL HAS BEEN TRAQUILIZED.

FIRST REDEMPTION

REDEMPTION FEE	\$15.00
RABIES VACCINATION	\$10.00
APPROXIMATE COST	\$25.00

SECOND REDEMPTION

REDEMPTION FEE	\$30.00
RABIES VACCINATION	\$10.00
STERILIZATION DEPOSIT	\$50.00
APPROXIMATE COST	\$65.00

THIRD REDEMPTION

REDEMPTION FEE	\$45.00
RABIES VACCINATION	\$10.00
STERILIZATION DEPOSIT	\$50.00
APPROXIMATE COST	\$105.00

Current Shelter Fees

REDEMPTION OF CAT STERILIZED

BOARD STARTS THE DAY THE OWNER IDENTIFIES THEIR ANIMAL. RESTITUTION OF \$30.00 WILL BE CHARGED WHEN AN ANIMAL HAS BEEN TRAQUILIZED.

FIRST REDEMPTION

REDEMPTION FEE	\$15.00
RABIES VACCINATION	\$10.00
APPROXIMATE COST	\$25.00

SECOND REDEMPTION

REDEMPTION FEE	\$30.00
RABIES VACCINATION	\$10.00
APPROXIMATE COST	\$40.00

THIRD REDEMPTION

REDEMPTION FEE	\$45.00
RABIES VACCINATION	\$10.00
APPROXIMATE COST	\$55.00

Current Shelter Fees

LIVESTOCK REDEMPTION

BOARD STARTS THE DAY THE OWNER IDENTIFIES THEIR ANIMAL. RESTITUTION OF \$30.00 WILL BE CHARGED WHEN AN ANIMAL HAS BEEN TRAQUILIZED.

FIRST REDEMPTION

REDEMPTION FEE	\$40.00
PLUS HAULING FEE	

SECOND REDEMPTION

REDEMPTION FEE	\$80.00
PLUS HAULING FEE	

THIRD REDEMPTION

REDEMPTION FEE	\$120.00
PLUS HAULING FEE	

Fee Comparisons

	Kent County	Livingston County	Capital Area HS	Cascades HS	Ingham County	Range
Mature Dog	\$150	\$120	\$150	\$125	\$142	\$120-\$150
Young Dog	\$160	\$110	\$200	\$150	\$177	\$110-\$200
Mature Cat	\$105	\$90	\$95	\$80	\$80	\$80-\$105
Young Cat	\$120	\$80	\$125	\$100	\$115	\$80- \$120

Proposed Fee Structure

	Range	2010 Proposed	2011 Proposed	2012 Proposed	2013 Proposed
Mature Dog	\$120-\$150	\$90	\$100	\$110	\$120
Young Dog	\$110-\$200				
Mature Cat	\$80-\$105	\$70	\$80	\$85	\$90
Young Cat	\$80- \$120				

Four-Year Forecast

	2010 Pro-Rated	2011 Projected	2012 Projected	2013 Projected	Total
Revenues	\$33,333	\$75,810	\$82,295	\$88,780	
Expenditures	\$41,169	\$83,985*	\$85,665*	\$87,377*	
Draw from Spay/Neuter Fund	(\$7,836)	(\$8,175)	(\$3,370)		(\$19,381)
Add to General Fund				\$1,403	\$1,403

* 2% Cost of Inflation Factor



Jackson County Animal Shelter

3370 Spring Arbor Rd • Jackson, Michigan 49203

Phone (517) 788-4464 • FAX (517) 780-4750



JACKSON COUNTY ANIMAL SHELTER FEES 2010 (Effective July 1, 2010)

ADOPTION FEES*

Dogs: \$90
Cats: \$70

*The fees include all applicable tests, vaccine and sterilization. If you are adopting a dog, you are also responsible for the applicable dog license fee. You may choose to microchip your animal for an additional \$10 fee. This fee will be waived for seniors (62+).

Anyone adopting a cat may select a second cat that is already sterilized for \$1, if available. If either cat is returned, the \$1 is refunded first.

DOG LICENSE FEES

	Non-delinquent	Delinquent
Non-sterilized dogs	\$20, \$10 for seniors (62+)	\$30
Sterilized dogs	\$10, \$5 for seniors (62+)	\$30

IMPOUND FEES*

Impound Fees:	1 st Offense*	2 nd Offense*	3 rd Offense*
Dogs	\$20	\$50	\$100
Cats	\$10	\$25	\$75
If animal is not sterilized, add	\$20	\$40	\$60

***Board Fees are charged as follows: \$20/day for dogs, \$10/day for cats**

The additional amount for animals that are not sterilized will be refunded if the animal is sterilized within ten (10) business days. The county ordinance requires that an owner redeeming a dog for the 3rd time build a secure structure that is inspected by an animal control officer prior to release.

SERVICE FEES

Owner surrender: \$10

Microchip (adopted animals only): \$10

Pet euthanasia: Cat- \$15
Dog- \$30
Feral Cat- \$10

Owner request to destroy
for bite case w/o quarantine: \$100

Quarantine bite case: \$225



Jackson County Animal Shelter

3370 Spring Arbor Rd • Jackson, Michigan 49203

Phone (517) 788-4464 • FAX (517) 780-4750



JACKSON COUNTY ANIMAL SHELTER FEES 2011 (Effective January 1, 2011)

ADOPTION FEES*

Dogs: \$100
Cats: \$80

*The fees include all applicable tests, vaccine and sterilization. If you are adopting a dog, you are also responsible for the applicable dog license fee. You may choose to microchip your animal for an additional \$10 fee. This fee will be waived for seniors (62+).

Anyone adopting a cat may select a second cat that is already sterilized for \$1, if available. If either cat is returned, the \$1 is refunded first.

DOG LICENSE FEES

	Non-delinquent	Delinquent
Non-sterilized dogs		
Sterilized dogs		

IMPOUND FEES*

Impound Fees:	1 st Offense*	2 nd Offense*	3 rd Offense*
Dogs	\$20	\$50	\$100
Cats	\$10	\$25	\$75
If animal is not sterilized, add	\$20	\$40	\$60

***Board Fees are charged as follows: \$20/day for dogs, \$10/day for cats**

The additional amount for animals that are not sterilized will be refunded if the animal is sterilized within ten (10) business days. The county ordinance requires that an owner redeeming a dog for the 3rd time build a secure structure that is inspected by an animal control officer prior to release.

SERVICE FEES

Owner surrender: \$10

Microchip (adopted animals only): \$10

Pet euthanasia: Cat- \$20
Dog- \$35
Feral Cat- \$10

Owner request to destroy
for bite case w/o quarantine: \$100

Quarantine bite case: \$225



Jackson County Animal Shelter

3370 Spring Arbor Rd • Jackson, Michigan 49203

Phone (517) 788-4464 • FAX (517) 780-4750



JACKSON COUNTY ANIMAL SHELTER FEES 2012 (Effective January 1, 2012)

ADOPTION FEES*

Dogs: \$110
Cats: \$85

*The fees include all applicable tests, vaccine and sterilization. If you are adopting a dog, you are also responsible for the applicable dog license fee. You may choose to microchip your animal for an additional \$10 fee. This fee will be waived for seniors (62+).

Anyone adopting a cat may select a second cat that is already sterilized for \$1, if available. If either cat is returned, the \$1 is refunded first.

DOG LICENSE FEES

	Non-delinquent	Delinquent
Non-sterilized dogs		
Sterilized dogs		

IMPOUND FEES*

Impound Fees:	1 st Offense*	2 nd Offense*	3 rd Offense*
Dogs	\$20	\$50	\$100
Cats	\$10	\$25	\$75
If animal is not sterilized, add	\$20	\$40	\$60

***Board Fees are charged as follows: \$20/day for dogs, \$10/day for cats**

The additional amount for animals that are not sterilized will be refunded if the animal is sterilized within ten (10) business days. The county ordinance requires that an owner redeeming a dog for the 3rd time build a secure structure that is inspected by an animal control officer prior to release.

SERVICE FEES

Owner surrender: \$10

Microchip (adopted animals only): \$10

Pet euthanasia: Cat- \$25
Dog- \$40
Feral Cat- \$10

Owner request to destroy
for bite case w/o quarantine: \$100

Quarantine bite case: \$225



Jackson County Animal Shelter

3370 Spring Arbor Rd • Jackson, Michigan 49203

Phone (517) 788-4464 • FAX (517) 780-4750



JACKSON COUNTY ANIMAL SHELTER FEES 2013 (Effective January 1, 2013)

ADOPTION FEES*

Dogs: \$120
Cats: \$90

*The fees include all applicable tests, vaccine and sterilization. If you are adopting a dog, you are also responsible for the applicable dog license fee. You may choose to microchip your animal for an additional \$10 fee. This fee will be waived for seniors (62+).

Anyone adopting a cat may select a second cat that is already sterilized for \$1, if available. If either cat is returned, the \$1 is refunded first.

DOG LICENSE FEES

	Non-delinquent	Delinquent
Non-sterilized dogs		
Sterilized dogs		

IMPOUND FEES*

Impound Fees:	1 st Offense*	2 nd Offense*	3 rd Offense*
Dogs	\$20	\$50	\$100
Cats	\$10	\$25	\$75
If animal is not sterilized, add	\$20	\$40	\$60

***Board Fees are charged as follows: \$20/day for dogs, \$10/day for cats**

The additional amount for animals that are not sterilized will be refunded if the animal is sterilized within ten (10) business days. The county ordinance requires that an owner redeeming a dog for the 3rd time build a secure structure that is inspected by an animal control officer prior to release.

SERVICE FEES

Owner surrender: \$10

Microchip (adopted animals only): \$10

Pet euthanasia: Cat- \$30
Dog- \$45
Feral Cat- \$10

Owner request to destroy
for bite case w/o quarantine: \$100

Quarantine bite case: \$225

RESOLUTION (06-10.22)
OF THE JACKSON COUNTY BOARD OF COMMISSIONERS
FOR PROPERTY ACQUISITION FOR RUNWAY #7-25 SAFETY AREA PROJECT

WHEREAS, Runway #7-25 at the Jackson County Airport does not have the required “safety areas” at the respective ends and approaches of the runway as required by FAA runway design standards and regulations;

WHEREAS, a 2001 Runway Safety Area Feasibility Study examined nine alternative runway configurations to select one alternative that would bring the main Runway (#6-24) into compliance with FAA safety regulations;

WHEREAS, the so-called “Runway #7-25” alternative was selected as the most desirable as the other alternatives impacted more private property parcels and/or were otherwise cost prohibitive to construct;

WHEREAS, the Jackson County Board of Commissioners have previously determined the Runway #7-25 Project is in the best public interest and will enhance the safety of the airport;

WHEREAS, the Runway #7-25 Project cannot be constructed without the acquisition of certain private property and/or property interests, which are identified on Exhibit A to this Resolution;

WHEREAS, the Jackson County Airport has attempted to acquire these certain properties and/or property interests needed for the Runway # 7-25 Project;

WHEREAS, efforts to reach a Purchase Agreement with the owners of these certain properties and/or property interests have been unsuccessful and have otherwise failed;

WHEREAS, the Jackson County Board of Commissioners must authorize the initiation of formal eminent domain proceedings to condemn these properties and/or property interests;

WHEREAS, these acquisitions are determined to be necessary for a public purpose and said condemnation action is deemed to be in the public interest;

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners grants authority to Jackson County legal counsel to initiate legal proceedings for condemnation of the properties and/or property interests identified on Exhibit A, and to take all other necessary and reasonable legal steps for the acquisition of said properties and/or property rights.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
June 15, 2010



J X N

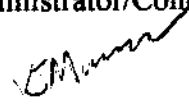
Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

June 2, 2010

TO: Randall Treacher, County Administrator/Controller

FROM: Kent Maurer, Airport Manager 

RE: Resolution to Initiate Condemnation Proceedings for Parcel;
#96 (Vanyce Hoyes Parcel)

I am requesting Board of Commissioners approval of the attached Resolution with attachment as drafted by Mr. Boris Yakima; giving authorization for legal counsel to initiate court proceedings related to condemnation of parcel #96. Please note that this is a fee acquisition.

Please place this on the June County Board of Commissioners agenda.

RESOLUTION ()
OF THE JACKSON COUNTY BOARD OF COMMISSIONERS
FOR PROPERTY ACQUISITION FOR RUNWAY #7-25 SAFETY AREA PROJECT

WHEREAS, Runway #7-25 at the Jackson County Airport does not have the required "safety areas" at the respective ends and approaches of the runway as required by FAA runway design standards and regulations;

WHEREAS, a 2001 Runway Safety Area Feasibility Study examined nine alternative runway configurations to select one alternative that would bring the main Runway (#6-24) into compliance with FAA safety regulations;

WHEREAS, the so-called "Runway #7-25" alternative was selected as the most desirable as the other alternatives impacted more private property parcels and/or were otherwise cost prohibitive to construct;

WHEREAS, the Jackson County Board of Commissioners have previously determined the Runway #7-25 Project is in the best public interest and will enhance the safety of the airport;

WHEREAS, the Runway #7-25 Project cannot be constructed without the acquisition of certain private property and/or property interests, which are identified on Exhibit A to this Resolution;

WHEREAS, the Jackson County Airport has attempted to acquire these certain properties and/or property interests needed for the Runway # 7-25 Project;

WHEREAS, efforts to reach a Purchase Agreement with the owners of these certain properties and/or property interests have been unsuccessful and have otherwise failed;

WHEREAS, the Jackson County Board of Commissioners must authorize the initiation of formal eminent domain proceedings to condemn these properties and/or property interests;

WHEREAS, these acquisitions are determined to be necessary for a public purpose and said condemnation action is deemed to be in the public interest;

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners grants authority to Jackson County legal counsel to initiate legal proceedings for condemnation of the properties and/or property interests identified on Exhibit A, and to take all other necessary and reasonable legal steps for the acquisition of said properties and/or property rights.

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

Parcel	Owner	Property Address	Tax I.D. No.
96	Vanyce Hoyes	Vacant land, Airport Road, Jackson, MI 49202	08-29-476-001-02

EXHIBIT A

DECLARATION OF TAKING

A Resolution of Necessity having been approved and adopted by the Jackson County Board of Commissioners setting forth that the reconstruction and improvement of the Jackson County Airport - Reynolds Field is necessary, and that as a result it is necessary to acquire certain property for said public purposes, and that a good faith written offer is being made or has been made.

NOW, THEREFORE, by virtue of the authority vested in the County of Jackson by the laws of the State of Michigan, and pursuant to the Uniform Condemnation Procedures Act, 1980 PA 87; MCL 213.51 *et seq.*; MSA 8.265(1) *et seq.*, as amended, it is now declared that by the filing of a Complaint and this Declaration of Taking in the Circuit Court for the County of Jackson, title to the property hereinafter described is taken in the name of the County of Jackson, for public purposes.

A description of the property taken, sufficient for its identification, the names of the persons interested in the property, so far as known, and a statement of the sum of money estimated by the County of Jackson to be just compensation for the property taken, are set forth herein.

The County of Jackson reserves its rights to bring federal or state cost recovery actions against the present owners (interested parties) of the property identified herein arising out of any release of hazardous substances at said property.

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

James E. Shotwell Jr., being first duly sworn, deposes and says that he is the Chairman of the County of Jackson Board of Commissioners, that he makes this Declaration of Taking on behalf of the County of Jackson, and that he has authority to do so.

COUNTY OF JACKSON

By: _____
James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners

Subscribed and sworn to before me this
____ day of June, 2010.

Notary Public, Jackson County, Michigan
My commission expires:

Prepared by & Return to:
Boris K. Yakima, Esq.
MONAGHAN, P.C.
33 Bloomfield Hills Parkway, Suite 260
Bloomfield Hills, MI 48304

DECLARATION OF TAKING

PARCEL 96

1. DESCRIPTION OF PROPERTY TAKEN:

Title in fee simple to the following described land, identified as Tax Parcel No. 000-08-29-476-001-02 situated in the Township of Blackman, Jackson County, Michigan:

Land in the Southeast 1/4 of Section 29, Town 2 South, Range 1 West, Blackman Township, Jackson County, Michigan, described as follows, to wit: Commencing at the Southeast corner of Section 29, Town 2 South, Range 1 West, thence North 33.0 feet along the East line of Section 29 and the centerline of Maynard Road right of way, thence North 89 degrees 41'30" West 1538.41 feet along the North right of way line of Argyle Avenue and parallel with the South line of Section 29 to the Westerly right of way line of Airport Road, said point being the place of beginning of this description, thence North 89 degrees 41'30" West 444.59 feet along the North right of way line of Argyle Avenue, thence North 46 degrees 47'58" East 612.99 feet to the Westerly right of way line of Airport Road, thence South 0 degrees 18'30" West 422.02 feet along the Westerly right of way line of Airport Road to the place of beginning of this description. Bearings are based on the South ½ of the East line of Section 29, Town 2 South, Range 1 West as being North or South.

2. INTERESTED PARTIES:

Vanyce K. Hoyes and her successors, as Trustees of the Vanyce K. Hoyes Trust Agreement dated August 24, 2001, as amended 3721 Hendee Road Jackson, MI 49202	Robert M. Craft 4880 Mill Run Jackson, MI 49201
---	---

Richard M. Craft 4911 Country Lane Jackson, MI 49201	David W. Craft 5200 Browns Lake Road Jackson, MI 49203
--	--

Consumers Energy Company c/o Catherine M. Reynolds, Registered Agent One Energy Plaza EP1-420 Jackson, MI 49201	Michigan Bell Telephone Company c/o The Corporation Company, Reg. Agent 30600 Telegraph Road, Suite 2345 Bingham Farms, MI 48025
--	---

Jackson County Drain Commission c/o Geoffrey Snyder, Jackson County Drain Commissioner 120 W. Michigan Avenue, 8 th Floor Jackson, MI 49201	Jackson County Road Commission 2400 N. Elm Road Jackson, MI 49201
--	---

City of Jackson
c/o Lynn Fessel, City Clerk
City Hall, First Floor
161 W. Michigan Avenue
Jackson, MI 49201-1324

3. ESTIMATED JUST COMPENSATION: \$187,000.00

4. Subject to delinquent taxes in accordance with Act 720 of 1931, as amended, and the proration of real property taxes in accordance with Act 288 of 1966, as amended.

DECLARATION OF TAKING

A Resolution of Necessity having been approved and adopted by the Jackson County Board of Commissioners setting forth that the reconstruction and improvement of the Jackson County Airport - Reynolds Field is necessary, and that as a result it is necessary to acquire certain property for said public purposes, and that a good faith written offer is being made or has been made.

NOW, THEREFORE, by virtue of the authority vested in the County of Jackson by the laws of the State of Michigan, and pursuant to the Uniform Condemnation Procedures Act, 1980 PA 87; MCL 213.51 *et seq.*; MSA 8.265(1) *et seq.*, as amended, it is now declared that by the filing of a Complaint and this Declaration of Taking in the Circuit Court for the County of Jackson, title to the property hereinafter described is taken in the name of the County of Jackson, for public purposes.

A description of the property taken, sufficient for its identification, the names of the persons interested in the property, so far as known, and a statement of the sum of money estimated by the County of Jackson to be just compensation for the property taken, are set forth herein.

The County of Jackson reserves its rights to bring federal or state cost recovery actions against the present owners (interested parties) of the property identified herein arising out of any release of hazardous substances at said property.

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

James E. Shotwell Jr., being first duly sworn, deposes and says that he is the Chairman of the County of Jackson Board of Commissioners, that he makes this Declaration of Taking on behalf of the County of Jackson, and that he has authority to do so.

COUNTY OF JACKSON

By: _____
James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners

Subscribed and sworn to before me this
_____ day of June, 2010.

Notary Public, Jackson County, Michigan
My commission expires:

Prepared by & Return to:
Boris K. Yakima, Esq.
MONAGHAN, P.C.
33 Bloomfield Hills Parkway, Suite 260
Bloomfield Hills, MI 48304

DECLARATION OF TAKING

PARCEL 96

1. DESCRIPTION OF PROPERTY TAKEN:

Title in fee simple to the following described land, identified as Tax Parcel No. 000-08-29-476-001-02 situated in the Township of Blackman, Jackson County, Michigan:

Land in the Southeast 1/4 of Section 29, Town 2 South, Range 1 West, Blackman Township, Jackson County, Michigan, described as follows, to wit: Commencing at the Southeast corner of Section 29, Town 2 South, Range 1 West, thence North 33.0 feet along the East line of Section 29 and the centerline of Maynard Road right of way, thence North 89 degrees 41'30" West 1538.41 feet along the North right of way line of Argyle Avenue and parallel with the South line of Section 29 to the Westerly right of way line of Airport Road, said point being the place of beginning of this description, thence North 89 degrees 41'30" West 444.59 feet along the North right of way line of Argyle Avenue, thence North 46 degrees 47'58" East 612.99 feet to the Westerly right of way line of Airport Road, thence South 0 degrees 18'30" West 422.02 feet along the Westerly right of way line of Airport Road to the place of beginning of this description. Bearings are based on the South ½ of the East line of Section 29, Town 2 South, Range 1 West as being North or South.

2. INTERESTED PARTIES:

Vanyce K. Hoyes and her successors, as
Trustees of the Vanyce K. Hoyes Trust
Agreement dated August 24, 2001, as amended
3721 Hendee Road
Jackson, MI 49202

Robert M. Craft
4880 Mill Run
Jackson, MI 49201

Richard M. Craft
4911 Country Lane
Jackson, MI 49201

David W. Craft
5200 Browns Lake Road
Jackson, MI 49203

Consumers Energy Company
c/o Catherine M. Reynolds, Registered Agent
One Energy Plaza EP1-420
Jackson, MI 49201

Michigan Bell Telephone Company
c/o The Corporation Company, Reg. Agent
30600 Telegraph Road, Suite 2345
Bingham Farms, MI 48025

Jackson County Drain Commission
c/o Geoffrey Snyder, Jackson County
Drain Commissioner
120 W. Michigan Avenue, 8th Floor
Jackson, MI 49201

Jackson County Road Commission
2400 N. Elm Road
Jackson, MI 49201

City of Jackson
c/o Lynn Fessel, City Clerk
City Hall, First Floor
161 W. Michigan Avenue
Jackson, MI 49201-1324

3. ESTIMATED JUST COMPENSATION: \$187,000.00

4. Subject to delinquent taxes in accordance with Act 720 of 1931, as amended, and the proration of real property taxes in accordance with Act 288 of 1966, as amended.

RESOLUTION (06-10.20)
SUPPORTING THE CENTER FOR FAMILY HEALTH's
NEW FACILITY

WHEREAS, the Center for Family Health has purchased property in the County of Jackson at 505 N. Jackson Street; and

WHEREAS, the Center for Family Health is scheduled to begin construction of a \$12.5 million medical facility in late April 2010; and

WHEREAS, diversification of the economic base of the Jackson community is a matter of high priority to the County of Jackson; and

WHEREAS, the availability of resources for economic development to the Jackson community are important in encouraging economic diversity; and

WHEREAS, job retention and job growth activities are important to the Jackson community, and need to be nurtured and expanded to provide additional economic development opportunities; and

WHEREAS, the Center for Family Health is the primary provider of health care for the uninsured and under-insured citizens of Jackson County; and

WHEREAS, the construction of this facility within the Jackson community would allow further diversification of the economic base of the community.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners hereby lends its full support to the construction of the Center for Family Health's new facility located at 505 N. Jackson Street, Jackson, Michigan 49201.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
June 15, 2010

COUNTY OF JACKSON POLICY MANUAL

Policy No.
7020

VEHICLES

MAINTENANCE OF COUNTY VEHICLES

All County owned or leased vehicles shall be maintained on a regular basis **at a location(s) as approved by the Board of Commissioners**, ~~by the County Fleet Maintenance Department~~ unless a department has a certified mechanic and facilities that can provide oil changes, tire rotation, headlight and wiper blade replacement and other ~~routine~~ maintenance items. ~~All non-routine maintenance for such a department should be coordinated with the Fleet Maintenance Department.~~

Leased vehicles with “maintenance” agreements are excluded.

Any notification of manufacturer recalls shall require the user of the vehicle to present the vehicle to the Fleet/**Facilities Director** ~~Maintenance Department~~ to coordinate the repair.

Failure to comply will result in the loss of the use of the vehicle.

Adopted: 8/12/03
Revised: 4/20/04, 6/15/10

**COUNTY OF JACKSON
POLICY MANUAL**

**Policy No.
7050**

VEHICLES

ALCOHOL AND THE USE OF COUNTY VEHICLES

No County owned or leased vehicles shall be operated after the consumption of any amount of alcoholic beverages. Noncompliance is subject to County disciplinary policies.*

No alcohol will be transported except for law enforcement purposes.

*Also see Personnel Policy No. 3030, Jackson County Drug Free Work Place Policy Statement.

Adopted: 8/12/03
Revised: 6/15/10

COUNTY OF JACKSON POLICY MANUAL

PURCHASING

Policy No. 2000

PURCHASING POLICIES

The County of Jackson's Purchasing Policies, compiled within, are applicable to all County departments and funds.

Adopted: 12/19/00
Revised: 6/15/10

COUNTY OF JACKSON POLICY MANUAL

PURCHASING

Policy No. 2010

COOPERATIVE PURCHASING

The cooperative purchasing system (City/County) has been developed to obtain common supplies. Participation in the above program is strongly encouraged. **The Fleet/Facilities Manager will coordinate purchases through the City/County Cooperative Purchasing Arrangement.**

Technology purchases (software, copiers, computers, printers, etc.) will be coordinated through the Information Technology ~~Department~~ **Director**.

Adopted: 12/19/00
Revised: 6/15/10

COUNTY OF JACKSON POLICY MANUAL

PURCHASING

Policy No. 2040

SINGLE SOURCE BIDS

Single Source Bids are used when budgeted equipment or service must be procured and is only available from one source. Research and written documentation must be presented in justifying this type of purchase. This sole source item or service must be used **only as necessary, and must be approved by the Administrator/Controller.** ~~as little as possible in order to increase competition.~~

Adopted: 12/19/00
Revised: 6/15/10

COUNTY OF JACKSON POLICY MANUAL

PURCHASING

Policy No. 2050

EMERGENCY REPAIR

The Administrator/Controller may make or authorize others to make emergency purchases of equipment, supplies and services when there exists a threat to public health, welfare, or safety, due to conditions that, without immediate action, will continue to deteriorate and become increasingly costly or difficult to repair.

An appropriate budget adjustment should be made per the Fiscal Policies.

Adopted: 12/19/00
Revised: 6/15/10

COUNTY OF JACKSON POLICY MANUAL

PURCHASING

Policy No. 2060

LOCAL PREFERENCE

Preference may be given to vendors and/or contractors located in Jackson County whenever substantially equivalent quotes or bids are received.

Adopted 12/19/00
Revised: 3/18/08
Reviewed: 6/15/10

COUNTY OF JACKSON POLICY MANUAL

PURCHASING

Policy No. 2070

CONFLICT OF INTEREST

Any Jackson County Commissioner, Elected Official or employee shall not be a party, directly or indirectly, to any negotiation, renegotiations, amendment, or approval of a contract between the County and any firm of which he or she is an owner, partner, member, or employee.

Adopted: 12/19/00
Revised: 9/16/03
Reviewed: 6/15/10

COUNTY OF JACKSON POLICY MANUAL

PURCHASING

Policy No. 2080

ENCUMBERING

Departments shall encumber the amount of any order against the appropriate line item(s) of the budget.

Adopted: 12/19/00
Reviewed: 6/15/10

TENTATIVE AGREEMENT SUMMARY
ATTORNEY REFEREE/MAGISTRATE'S ASSOCIATION
And
COUNTY OF JACKSON, COURTS
June 3, 2010

1. Retiree Health Insurance: Agreed to new parameters for qualifying for retiree health insurance. Employees hired on or after 1/1/2010 must attain the following continuous service credit to be eligible for health insurance coverage in retirement. It will be funded by the County as follows:

Twenty-five (25) years	95%
Twenty-four (24) years	90%
Twenty-three (23) years	85%
Twenty-two (22) years	80%
Twenty-one (21) years	75%

Employees with less than twenty-six years of service must be eligible to immediately begin drawing pension benefits upon termination of employment to be eligible for health insurance benefits. Employees with twenty-six (26) years of service who leave County employment prior to meeting the age requirement but having met the service requirements may defer and upon meeting the age requirement, will be eligible for health insurance benefits.

For all employees hired on or after 1/1/2010 retiree health insurance benefits will be the same as for active employees.

2. Add additional provision to the DROP: 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 of the pension system minus 1.0%.
3. Wage increase: 0% for 2010 and 2011.
4. Elimination of window periods for retirement.