

June 26, 2007

The Regular meeting of the Otsego County Board of Commissioners was held at the Charlton Township Hall, Rowan Ave. & M-32 East, Johannesburg. The meeting was called to order at 7:00 p.m. by Chairman Glasser. Invocation by Commissioner Bates, followed by the Pledge of Allegiance led by County Clerk DeFeyer.

Roll call:

Present: Backenstose, Bates, Beachnau, Liss, Olsen, Glasser, Johnson, Hyde, Bentz.

Motion by Commissioner Backenstose, to correct the minutes of June 12, 2007 to include fund 481 to purchase a Bush-Hog for Airport. Ayes: Unanimous. Motion carried.

The Regular meeting minutes of June 12, 2007 with attachments were approved as corrected. The minutes were corrected to read motion by the Budget and Finance Committee to purchase a Bush-Hog Model #2715-01 from Zaremba Equipment, Inc. with the front and rear chain enclosure option and the deck ring option, for a total cost of \$11,940.00 from fund 481-Airport. Motion approved via unanimous consent.

Motion to approve the Health Department Building project was removed from the Consent Agenda and added under New Business as item H.

Consent Agenda:

Motion to adopt Resolution OCR-07-26 Discharge of Mortgage Richards.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Liss, Olsen, Glasser, Johnson, Hyde, Bentz.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion by the Budget and Finance Committee, to approve the cash advance policy. Ayes: Unanimous. Motion carried. (see attached)

Motion by the Budget and Finance Committee, to approve the Waste Management agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion by the Budget and Finance Committee, to approve the 2007 Court/Sheriff budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the MDOT CDBG Airport Project Contract. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Housing Committee Reappointment of Laverne Harden term to expire May 1, 2010. Ayes: Unanimous. Motion carried.

Motion to approve the Otsego County Commission on Aging appointment of James Camiller, term to expire December 31, 2007. Ayes: Unanimous. Motion carried.

Administrator's report:

John Burt reported on the Alpine Center construction; Land Use Services director position posted.

Rachel Frisch presented to the Board the May financial reports.

Joe Edwartowski reminded the Board of the 4<sup>th</sup> of July fireworks in Johannesburg.

Commissioner Beachnau reported on the City Council meeting.

Correspondence:

Chairman Glasser received a letter from the DNR; Letter from the DEQ; Invitation to the Governor's teleconference in Alpena on July 12<sup>th</sup>.

New Business:

Jerry Chase addressed the Board regarding the Heath Department Building project.

Motion to support construction of a second Northwestern Michigan Community Health Agency building at the J. Richard Yuill Alpine Center. Ayes: Unanimous. Motion carried.

Motion by Commissioner Bentz, to approve Warrant B2007-25 in the amount of \$65,224.07 with prepaids in the amount of \$111,201.20 as presented. Ayes; Unanimous. Motion carried.

Motion by Commissioner Bates, to approve Warrant B2007-26 in the amount of \$195,819.64 with prepaids in the amount of \$425,021.49 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Olsen, to approve Resolution OCR-07-27 honoring John Milbocker.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Liss, Olsen, Glasser, Johnson, Hyde, Bentz.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Liss, to approve Resolution OCR-07-28 honoring Deb Milbocker.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Liss, Olsen, Glasser, Johnson, Hyde, Bentz.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Beachnau, to approve Resolution OCR-07-29 in opposition to HB 4852 and support of SB 410 & 411.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Liss, Olsen, Glasser, Johnson, Hyde, Bentz.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Johnson, to approve the part-time MSU Extension Clerk position with 40% of the salary cost coming from the General Fund (261 Department) and 60% from the Gypsy Moth Fund (fund 241). Ayes: Unanimous. Motion carried.

Motion by Commissioner Bentz, to approve the Select Committee Descriptions/Duties as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Hyde, to appoint Mike Thompson as the Local Emergency Management Coordinator. Ayes: Unanimous. Motion carried.

Motion by Commissioner Backenstose, to authorize Anderson, Tackman & Company to do an analysis of the Delinquent Property Tax Fund (Fund 516) at a cost of \$1,500.00. Ayes: Unanimous. Motion carried.

Board Remarks:

Commissioner Liss: POLC Agreement

Commissioner Backenstose: Thanked Diann Axford for the cash report via email.

Commissioner Johnson: Parks and Recreation meeting.

Commissioner Olsen: Welcomed the Board to Charlton Township.  
Thanked Charlton Township for holding the meeting.

Commissioner Hyde: Airport ribbon cutting ceremony.  
Air Fair

Commissioner Bates: Thanked Charlton Township for hosting the meeting.

Commissioner Beachnau: Reported on the City.  
Handed out the Livingston Township newsletter.  
Reported on the Sportsplex.  
Tourism Bureau.

Commissioner Glasser: Emergency Management Group.

Patricia Osborne from Soil Conversation reported on the Household Hazardous waste cleanup and thanked the Board for their support of the cleanup.

Matt Nowak reported on the Township cleanup date.

Meeting adjourned at 7:55 p.m. at the call of the Chair.

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Kenneth R. Glasser, Chairman

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Susan I. DeFeyter, County Clerk

**RESOLUTION NO. OCR 07-26**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
June 26, 2007

**WHEREAS**, the Otsego County Board of Commissioners is the owner of a property located at 10346 Old 27 South, Gaylord, Michigan 49735 and has a mortgage recorded in Liber 247, Page 312 in the name of Margaret R. Richards, and

**WHEREAS**, said Mortgage has been paid in full; now, therefore, be it

**RESOLVED**, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to Margaret R. Richards, and be it further

**RESOLVED**, that the Otsego County Administrator, on behalf of the Otsego County Board of Commissioners, be authorized to sign said document.



## Cash Advance Policy

### PURPOSE

The purpose of this policy is to set the procedures for short term cash advances from Otsego County's General Fund to Special Revenue Fund Departments and Component Units.

According to the State of Michigan, it is unlawful for a County Treasurer to process bills or transfer cash in excess of available funds. Therefore, a request for a cash advance must be approved prior to such transactions being made.

### COMPONENT UNIT GUIDELINES

1. Requests for a temporary cash advances must be in writing to the County Administrator. The request should include the reason, duration and amount of the advance.
2. The request must include a **remediation plan** which includes the following information:
  - The amount of cash advance requested, the date requested, and the date of repayment.
  - A narrative that must contain a) an explanation of the circumstances that resulted in the need for a cash advance; b) an overview of the current, year-to-date budget status and a projected budget for the next fiscal year; c) economic, personnel, or other factors affecting the finances and/or operations that are relevant to the need for a cash advance.
  - A plan of action detailing what steps will be taken to prevent the need for a cash advance in the future. Specific courses of action and time tables are required.
  - All parts of the remediation plan must be presented to the County Administrator as one information packet and must be signed by the agency's Board Chair. The information must be submitted at least one week prior to the Budget & Finance Committee Meeting.
3. The County Administrator is authorized to approve advances up to \$5,000. The Administrator will give notice of such advances to the Budget & Finance Committee.
4. Cash Advances in amounts greater than \$5,000 must be pre-approved by the Budget

& Finance Committee and the Board of Commissioners.

5. Cash advances that will be satisfied in full within three months will not be subject to interest rate fees.
6. Cash advances that will not be satisfied within three months will be subject to a 4% interest rate fee.

#### **SPECIAL REVENUE FUND DEPARTMENT GUIDELINES**

1. Special Revenue Fund Departments may be at a negative cash balance during the course of the year, as long as a positive cash balance is restored by the end of the calendar year. If a Special Revenue Fund Department expects to be unable to re-establish a positive cash balance by the end of the calendar year, they must follow the Component Unit Guidelines referenced above.
2. The Administrator may authorize general fund transfers of authorized allocations as needed in order to preserve positive cash balances. The Finance Department will not process bill payments out of a fund that will result in a negative cash balance without prior notification to the Board of Commissioners.



SERVICE AGREEMENT  
NON HAZARDOUS WASTES

SIC Code \_\_\_\_\_  
Type of Business \_\_\_\_\_

WASTE MANAGEMENT OF MICHIGAN, INC.  
PHONE 1-800-796-9696

WM 2492778

CUSTOMER ACCOUNT NO. VARIOUS

REASON CODE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

ACCOUNT NAME OTSEGO County  
 SERVICE VARIOUS  
 ADDRESS \_\_\_\_\_  
 CITY, ZIP GAYLORD MI 49735  
 COUNTY/PARISH \_\_\_\_\_  
 TEL # 989-731-7520 FAX # \_\_\_\_\_  
 CONTACT \_\_\_\_\_

BILLING NAME \_\_\_\_\_  
 BILLING ADDRESS \_\_\_\_\_  
 CITY, ZIP \_\_\_\_\_  
 COUNTY/PARISH \_\_\_\_\_  
 TEL # \_\_\_\_\_ FAX # \_\_\_\_\_  
 CONTACT \_\_\_\_\_

EQUIPMENT/SERVICE SPECIFICATIONS

Loc.	System	Quantity	Size	Lids	Wheels	Lock	Frequency	On Call	Schedule & Route No.	Charge(s)
			<u>SEE ADDENDUM A</u>						Mon. Tues. Wed. Thur. Fri. Sat. Sun.	\$ _____ Month Lift <input type="checkbox"/>
									Mon. Tues. Wed. Thur. Fri. Sat. Sun.	\$ _____ Month Lift <input type="checkbox"/>
									Mon. Tues. Wed. Thur. Fri. Sat. Sun.	\$ _____ Month Lift <input type="checkbox"/>
									Mon. Tues. Wed. Thur. Fri. Sat. Sun.	\$ _____ Month Lift <input type="checkbox"/>
Map Code / Driver Notes:										\$ Total Month Lift <input type="checkbox"/>
									Mon. Tues. Wed. Thur. Fri. Sat. Sun.	\$ _____ Month Lift <input type="checkbox"/>
									Mon. Tues. Wed. Thur. Fri. Sat. Sun.	\$ _____ Month Lift <input type="checkbox"/>
									Mon. Tues. Wed. Thur. Fri. Sat. Sun.	\$ _____ Month Lift <input type="checkbox"/>
NET CHANGE										\$ _____ Month Lift <input type="checkbox"/>

SPECIAL INSTRUCTIONS

WM 2492778

24 mos Agreement - RATE FIRM 12 mos - MAX 5% CPI YR 2 - NO AUTO RENEW

CUSTOMER DEPOSIT \_\_\_\_\_  
 P.O. NUMBER \_\_\_\_\_ BILL TO ACCT # \_\_\_\_\_  
 JOB NUMBER \_\_\_\_\_ DISPOSAL SITE \_\_\_\_\_  
 RECEIPT REQUIRED? N (Y/N) TAXABLE N (Y/N)

SCHEDULE OF CHARGES

Service Charge per Month	\$ _____
Casters/Locks	\$ _____
Extra Pick-up Charges	
Per Lift	\$ _____
Per Yard	\$ _____
Per Ton	\$ _____
Hauling per Load	\$ _____
Disposal per Ton	\$ _____
Disposal per Load	\$ _____
Total per Load	\$ _____
Delivery Charge	\$ <del>125.00</del>
Scheduled Charge	\$ _____
Container Exchange Charge	\$ <del>100.00</del>
Trip Charge	\$ _____
Franchise Fees	\$ _____
Minimum Charge per Month	\$ _____

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

TERMS: NET 10 DAYS

CUSTOMER

CONTRACTOR

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)  
\_\_\_\_\_  
(TITLE) (DATE)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

ASSENDUM A

OTSEGO COUNTY

ACCOUNT	NAME	QTY	SIZE	FREQ	DAYS	CURRENT RATE	NEW RATE
420-72198	AMBULANCE	1	3FL	1/WK	T	\$97	\$86
<del>420-74845</del>	<del>FIRE DEPT</del>	<del>1</del>	<del>HPU</del>	<del>1/WK</del>	<del>M</del>	<del>\$24.94</del>	<del>\$20</del>
420-72199	ANIMAL CONTROL	1	2FL	1/WK	F	\$66.10	\$66.10
420-72201	COA	1	6	3/WK	M-W-F	\$379	\$325
420-70587	PARKS & REC	3	6FL	1/WK	ON CALL	\$256	\$256
420-78846	M TEC	2	4FL	1/WK	TH	\$124	\$124

*af*

NOTE: THIS ADDENDUM IS AN INTEGRAL PART OF WASTE MANAGEMENT AGREEMENT #WM 2492788  
 ALL TERMS AND CONDITIONS ON SERVICE AGREEMENT WM 2497288 SHALL APPLY TO ALL  
 LOCATIONS LISTED ON THIS ADDENDUM A.

CUSTOMER SIGNATURE \_\_\_\_\_

CONTRACTOR SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_



**OTSEGO COUNTY  
BUDGET AMENDMENT**

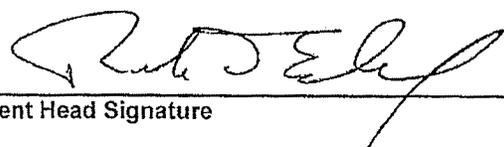
**FUND/DEPARTMENT: 131 & 302**

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type:  General     Special Revenue     Debt Service     Capital Project     Business-Type (Enterprise or Internal Svc)

**EXPENDITURE**

ACCOUNT NUMBER	INCREASE	DECREASE
101E131 - 703060 -	\$	\$ 3,746.40
101E131 - 704200 -	\$	\$ 286.59
101E302 - 703060 -	\$ 3,746.40	\$
101E302 - 704200 -	\$ 286.59	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$ 4,032.99	\$ 4,032.99

  
 \_\_\_\_\_  
 Department Head Signature

6/13/07  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Administrator's Signature

\_\_\_\_\_  
 Date

<b>Finance Department</b>	
Entered:	
By:	

\_\_\_\_\_  
 Board Approval Date (if necessary)

\_\_\_\_\_  
 Budget Adjustment #

\_\_\_\_\_  
 Posting Number

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

This Contract is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and Otsego County Board of Commissioners, hereinafter referred to as the "SPONSOR," for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Gaylord Regional Airport, whose associated city is Gaylord, Michigan, such undertaking hereinafter referred to as the "PROJECT," estimated in detail in Exhibit 1, dated April 16, 2007, attached hereto and made a part hereof.

**PROJECT DESCRIPTION: DESIGN OF THE TERMINAL BUILDING PARKING AREA. REHABILITATION AND WIDENING OF PARALLEL TAXIWAY A. EXTEND RUNWAY 18. THIS WORK IS FURTHER DEFINED IN CONTRACT NO. FM 69-01-C60.**

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties agree:

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

THE SPONSOR WILL:

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

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

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

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

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

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

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

The SPONSOR will submit two (2) copies of:

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

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

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

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

iv. Agencies must also comply with applicable state laws and regulations relative to audit requirements.

v. Agencies will not charge audit costs to the DEPARTMENT's federal programs that are not in accordance with the aforementioned OMB Circular A-133 requirements.

- vi. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
  - vii. The federal award associated with this Contract is CFDA Airport Improvement Program number 20.106, Federal Project Number B-26-0036-1607, award year 2007, Federal Aviation Administration, Department of Transportation.
  - c. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
  - d. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
  - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from the DEPARTMENT or SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the DEPARTMENT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

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

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

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

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

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

THE DEPARTMENT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 14 at the time of award of the amendment for approved work.
9. Upon receipt of payment request approved by the SPONSOR, make payment for eligible PROJECT COSTS. The DEPARTMENT will seek reimbursement from the FAA through the block grant issued to the DEPARTMENT for funds expended on eligible PROJECT COSTS.  
  
The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.
10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED:

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

Federal Share .....	\$1,120,000.00
Maximum DEPARTMENT Share .....	\$245,000.00
SPONSOR Share .....	\$35,000.00
<i>Estimated</i> PROJECT COST .....	\$1,400,000.00

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

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

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

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

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

11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.
15. In the event it is determined by the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COST incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting excess funds be returned or at the time of financial closure, whichever comes first.
16. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the DEPARTMENT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OTSEGO COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director

**EXHIBIT 1**

**GAYLORD REGIONAL AIRPORT  
GAYLORD, MICHIGAN**

Project No. B-26-0036-1607  
Contract No. FM 69-01-C60

April 16, 2007

	Federal	State	Local	Total
<b>ADMINISTRATION</b>				
	\$1,600	\$350	\$50	\$2,000
<b>DEPARTMENT-AERO</b>				
	\$1,600	\$350	\$50	\$2,000
<b>LAND</b>				
	\$0	\$0	\$0	\$0
<b>DESIGN</b>				
	\$12,000	\$2,625	\$375	\$15,000
Terminal building parking area				
AERO - Design C60	\$800	\$175	\$25	\$1,000
CONSULTANT - Design C60	\$11,200	\$2,450	\$350	\$14,000
<b>CONSTRUCTION</b>				
	\$1,059,528	\$231,772	\$33,110	\$1,324,410
Taxiway "A" rehabilitation & widening including				
Runway 18 extension				
AERO-Construction	\$964,328	\$210,947	\$30,135	\$1,205,410
CONSULTANT-Construction	\$2,400	\$525	\$75	\$3,000
	\$92,800	\$20,300	\$2,900	\$116,000
<b>CONTINGENCIES</b>				
	\$46,872	\$10,253	\$1,465	\$58,590
Funding contingencies	\$46,872	\$10,253	\$1,465	\$58,590
<b>TOTAL PROJECT BUDGET</b>	<b>\$1,120,000</b>	<b>\$245,000</b>	<b>\$35,000</b>	<b>\$1,400,000</b>

## ATTACHMENT 1

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

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

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

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

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

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

- b. The SPONSOR or their representative immediately notify the DEPARTMENT of such overruns and the estimated cost thereof.
  - c. That such on-site approval is necessary for the continuity in construction and that obtaining approval prior to proceeding would cause a material interruption in the PROJECT resulting in a significant increase in costs.
6. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents, will be ineligible for reimbursement with federal and state participating funds, or will be subject to a price adjustment approved by the DEPARTMENT and the FAA.
7. Upon completion of the work in each construction contract and the acceptance thereof by the SPONSOR, the SPONSOR or their designated representative shall give immediate written notice to the DEPARTMENT.
8. The SPONSOR hereby agrees that it will maintain said Airport in full operating condition on a year-round basis for a period of twenty (20) years in accordance with general utility licensing requirements set forth by the Michigan Aeronautics Commission rules and regulations. During this period, the Airport shall not be abandoned or permanently closed without the express written permission of the DEPARTMENT.
9. In addition to the requirements of paragraph 8 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to also provide to the DEPARTMENT a prior written notice of any such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value shall be determined by an independent appraisal of such properties.  
  
The notice of intent and first right to purchase shall be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Deputy Director of the Multi-Modal Transportation Services Bureau (Aeronautics), Michigan Department of Transportation.
10. The SPONSOR will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States in the State of Michigan, and will not permit any activity thereon which would interfere with its use for airport purposes; provided that nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to any act of God or other condition or circumstances beyond the control of the SPONSOR.

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

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

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

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

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

March 1998

**Appendix B**  
*(Aeronautics)*

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

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

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

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

(Revised October 1, 2005)

### APPENDIX C

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

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

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

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

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

Airport Name: Gaylord Regional Airport  
Associated City: Gaylord, Michigan  
Project No: B-26-0036-1607

## APPENDIX F

### SPECIAL CONDITIONS

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

of a waste disposal site which has been determined to be objectionable under the provisions of FAA Order 5200.5A, dated January 31, 1990, entitled "Waste Disposal Sites On or Near Airports."

5. OPEN BIDDING. The Sponsor agrees not to include in any bid specification, project agreement, or other controlling documents to perform construction activities under this grant, any provisions which would:
- a. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
  - b. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
  - c. Require any bidder, offeror, contractor, or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:
    - (1) become members of or affiliated with a labor organization, or
    - (2) pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.

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

6. PAVEMENT MAINTENANCE MANAGEMENT PROGRAM (PGL 95-2). For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance program as is required by the assurance in Section III.C.11 of the "Terms and Conditions of Accepting Airport Improvement Program Grants." The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. As a minimum, the program must include the following:
- a. **Pavement Inventory**. The following must be depicted in an appropriate form and level of detail:
    - (1) location of all runways, taxiways, and aprons;

- (2) dimensions;
- (3) type of pavement, and;
- (4) year of construction or most recent major rehabilitation.

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

b. **Inspection Schedule.**

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

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

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

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

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

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

7. AGENCY AGREEMENTS. The Sponsor will not amend, modify, or terminate the agency relationship between the Sponsor, as principal, and the Michigan Aeronautics Commission, as agency, created by the Agency Agreement without prior written approval of the FAA.
8. PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000. The Sponsor agrees to perform the following:
  - a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
    - (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
    - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
    - (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
    - (4) Qualifications of engineering supervision and construction inspection personnel.
    - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
    - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
  - b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.

- c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
  - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
9. DBE PLAN. It is understood and agreed by and between the parties hereto that the Sponsor shall not issue any invitations for bids for work described on Page 1 of the Grant Agreement, nor shall the United States be obligated to make payment representing its share of the project cost, until the FAA has updated Disadvantaged Business Enterprises Program goals as specified by the FAA, Great Lakes Region, Civil Rights Office letter.

According to the federal requirement 49 CFR Part 26, Participation by Minority Business Enterprise in Department of Transportation Programs, recipients of FAA funds shall submit overall DBE goal information annually. As recipient of this block grant, the Department accepts this responsibility.



## INSTRUCTIONS

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

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

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

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

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

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

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

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

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

Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

### **MDOT CONTRACT ADMINISTRATOR:**

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

RESOLUTION NO. OCR 07-27  
Honoring John Milbocker

Otsego County Board of Commissioners  
June 26, 2007

WHEREAS, John Milbocker has voluntarily served Otsego County as a director on the Otsego Conservation District Board for over 20 years; and

WHEREAS, the Otsego County Board of Commissioners appreciates the time, commitment and dedicated service that John has provided to protect our county's natural resources, he has been instrumental in promoting programs that exemplify wise management through conservation practices by gathering support for the District Forestry Program; and

WHEREAS, as a director on the Conservation District Board he has helped to plan for and guide the County through its growth during the last decade, John and his wife, Deb have volunteered many hours towards the annual tree sale, which has contributed to over one hundred thousand seedlings being planted annually in Otsego County. Practicing good conservation is truly a way of life for John and his family, always helping to "build a better future for generations to come"; now, therefore, be it,

RESOLVED, that the Otsego County Board of Commissioners honor and thank John for his outstanding service to the County and wish him good health, happiness and enjoyment in his retirement.

THE RESOLUTION WAS DECLARED ADOPTED.

RESOLUTION NO. OCR 07-28  
Honoring Deb Milbocker

Otsego County Board of Commissioners  
June 26, 2007

WHEREAS, Deb Milbocker has voluntarily served Otsego County as Vice-chairperson of the Township Officer Association for 6 years; and

WHEREAS, she served as a Charlton Township Trustee for 14 years; and

WHEREAS, she served as secretary of the Otsego County Commission on Aging Board for a number of years; and

WHEREAS, the Otsego County Board of Commissioners appreciates the time, commitment and dedicated service that Deb has provided; now, therefore, be it,

RESOLVED, that the Otsego County Board of Commissioners honor and thank Deb for her outstanding service to the County and wish her good health, happiness and enjoyment in her retirement.

THE RESOLUTION WAS DECLARED ADOPTED.

**RESOLUTION NO. OCR 07-29**  
**OPPOSITION TO HB 4852**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
June 26, 2007

**WHEREAS**, the Otsego County Sheriff has recommended that the Otsego County Board of Commissioners express opposition to the Michigan Public Safety Funding Proposal – HB 4852 – as presented and supported by the Michigan State Police and the Michigan Department of Information Technology which contains a \$1.35 surcharge per communication device (land line, cellular, and VoIP) that would negatively impact Otsego County and other Michigan Counties that rely on a local surcharge to fund 9-1-1 operations and local public safety communications systems; and

**WHEREAS**, in addition, the Otsego County Sheriff has recommended that the Otsego County Board of Commissioners express support of Michigan Senate Bill 410 and 411 as read into the Senate record on May 23, 2007, which would

- Create a uniform surcharge for all devices that access the 9-1-1 system,
- Establish a 9-1-1 operator training fund, and develop training standards for 9-1-1 operators
- Allow the Emergency Telephone Service Committee (ETSC) to set standards for 9-1-1 facility (PSAP) operations and county certification for the receipt of 9-1-1 funds,
- Set funding for the feasibility study of a new IP based 9-1-1 system for the State,
- Provide for location technology implementation for multi-line telephone systems,
- Simplify county 9-1-1 plan modifications; and

**WHEREAS**, the Otsego County Board of Commissioners concurs with the recommendations of the Otsego County Sheriff and the Director of the Otsego County Emergency Management 9-1-1 Central Dispatch Authority; now, therefore, be it

**RESOLVED**, that the Otsego County Board of Commissioners hereby expresses its opposition to the Michigan State Police Safety Proposal – HB 4852, and expresses its endorsement and support for Michigan Senate Bills 410 and 411, and be it further

**RESOLVED**, that the Otsego County Clerk send a copy of this resolution to Senator Tony Stamas, Representative Kevin Elsenheimer, and the Michigan Association of Counties.

## OTSEGO COUNTY 2007 APPOINTMENTS

### STATUTORY COMMITTEES

TRANSPORTATION & COUNTY AIRPORT	Chair Hyde, Beachnau, Glasser Staff: Woody
LEPC	Glasser
9-1-1	Liss, Hyde
PLANNING COMMISSION	Backenstose
PARLIAMENTARIAN	Bates

### SELECT COMMITTEES

JUSTICE & PUBLIC SAFETY	Chair Johnson, Liss, Hyde, Backenstose, Burt Staff: Frisch
BUDGET-FINANCE	Chair Burt, Olsen, Backenstose, Beachnau, Glasser Staff: Axford, Frisch
COUNTY INFRASTRUCTURE	Chair Bentz, Backenstose, Glasser, Olsen, Burt Staff: Fulcher
JAIL TECHNICAL COMMITTEE	Chair Burt, Glasser, Hyde, Backenstose, Edel, Legel, Frisch, McBride, Webber, FitzGerald, Davis, Morse, Frick
HUMAN SERVICES	Chair Bentz, Beachnau, Johnson, Bates, Burt Staff: Adam
PERSONNEL	Chair Liss, Bates, Johnson, Bentz, Burt Staff: Adam
JAIL CITIZEN COMMITTEE	Chair Don Koeppen, Sanders, Brecheisen, Berlin, Cousineau, Dunn, Fisher, Franckowiak, Giles, Harrison, Haus, Kassuba, Mammel, Mathis, McCarthy, Morgan, Morgridge, Sharrard, Skoglund, Thompson, Tober, Waldo, Wagar

### COMPONENT UNIT/CONTRACTUAL LIAISONS

COMMISSION ON AGING	Olsen, Hyde Alternate
EMS	Hyde, Liss Alternate
LIBRARY	Backenstose, Olsen Alternate
HOUSING COMMITTEE	Bates, Backenstose Alternate
PARKS & RECREATION	Johnson, Olsen Alternate
ROAD COMMISSION	Glasser, Hyde Alternate
SPORTSPLEX	Beachnau, Backenstose Alternate
UNIVERSITY CENTER	Olsen, Beachnau Alternate
M-TEC ADVISORY	Hyde, Backenstose Alternate
DISTRICT HEALTH	Bentz, Johnson
MENTAL HEALTH (NEMCMH)	Bentz, Johnson Alternate
SOIL CONSERVATION	Olsen, Hyde Alternate
CONSTRUCTION BOARD OF APPEALS	Bentz, Johnson
APPEALS BOARD (Sanitary Board of Appeals)	Liss, Glasser, Backenstose

## COMMUNITY, GOVERNMENT & PROGRAM LIAISONS

AU SABLE RIVER ZONING	Bates, Olsen Alternate
BIG ROCK	Carl Lord
FAIR BOARD	Bates, Beachnau Alternate
GAYLORD CITY COMMISSION	Bates, Beachnau Alternate
M.A.C./WORKER COMP/RISK MGMT	Johnson
M.S.U. EXTENSION	Johnson, Backenstose Alternate
NEMC	Glasser, Johnson Alternate
NEMCOG	Liss, Beachnau Alternate
NEMCSA	Glasser, Johnson Alternate
NMSAS	Olsen, Bentz Alternate
OCHSCB and F.I.A.	Backenstose, Bentz Alternate
PIGEON RIVER ADVISORY/ZONING	Glasser, Beachnau Alternate
TOWNSHIP ASSOCIATION	Backenstose, Hyde Alternate
COMMUNITY CORRECTIONS	Liss, Hyde Alternate

## ELECTED OFFICIALS' LIAISONS

CLERK/REGISTER OF DEEDS	Beachnau
PROSECUTING ATTORNEY	Liss
SHERIFF	Bentz
TREASURER	Olsen

\*Elected Officials will be scheduled for quarterly reports to the Board of Commissioners on a rotating basis.

## **COMMITTEE DESCRIPTIONS/DUTIES**

### **Budget & Finance Committee**

The Budget & Finance Committee consists of 4 County Commissioners appointed by the Chairman of the Board of Commissioner. The County Administrator is also a permanent voting member of the Committee, but is not intended to serve in the capacity of Chairman of the Committee. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The committee shall make recommendations to the Board of Commissioners concerning policy matters concerning finance, budget establishment and management, federal and state grants, equalization of taxes throughout the county, additional appropriations requested during the course of a fiscal year, and associated fiscal matters. The committee's responsibilities also include serving as a liaison to the following county departments, offices and agencies: Equalization, Treasurer, Clerk/ROD, and Economic Alliance.

### **Justice and Public Safety Committee**

The Justice & Public Safety Committee consists of 4 County Commissioners appointed by the Chairman of the Board of Commissioner. The County Administrator is also a permanent voting member of the Committee, but is not intended to serve in the capacity of Chairman of the Committee. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The committee's responsibilities include making recommendations with regard to matters of interest or concern to the County Board in the areas of justice and public safety. The committee's responsibilities also include serving as a liaison to the following county departments, offices and agencies: Circuit Court, District Court, Probate Court, Friend of the Court, Prosecuting Attorney's Office, Animal Control, and the Sheriff's Department.

### **Personnel Committee**

The Personnel Committee consists of 4 County Commissioners appointed by the Chairman of the Board of Commissioner. The County Administrator is also a permanent voting member of the Committee, but is not intended to serve in the capacity of Chairman of the Committee. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The committee shall make recommendations to the Board of Commissioners concerning all personnel items such as: determining the number of employees in a department; employing personnel; termination of personnel, other than department heads; establishing new positions; salary or wages for positions; personnel policies; benefits for elected and non-elected personnel; serve as the collective bargaining committee including involvement in grievance procedures; and any duties assigned by the Board of Commissioners. The committee's responsibilities also include serving as a liaison to the following county departments, offices and agencies: MSU Extension, Sportsplex, University Center, M-TEC.

## **Transportation and Airport Committee**

The Transportation and Airport Committee consists of 3 County Commissioners appointed by the Chairman of the Board of Commissioner. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The committee shall make recommendations to the Board of Commissioners concerning the county's public infrastructure. The Committee shall have the management, control and expenditure of funds for the county airport, and shall supervise the care, control and improvement of the airport property, and make reasonable rules and regulations and enforce the same when made respecting the use by the public of such property. The committee's responsibilities also include serving as a liaison to the following departments, offices and agencies: Airport, Bus, and the Airport Advisory Committee.

## **County Infrastructure Committee**

The County Infrastructure Committee consists of 4 County Commissioners appointed by the Chairman of the Board of Commissioner. The County Administrator is also a permanent voting member of the Committee, but is not intended to serve in the capacity of Chairman of the Committee. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The committee shall make recommendations to the Board of Commissioners concerning the county's infrastructure. The committee's responsibilities also include serving as a liaison to the following county departments, offices and agencies: Building & Grounds, Land Use Services, and NEMCOG.

## **Human Services Committee**

The County Infrastructure Committee consists of 4 County Commissioners appointed by the Chairman of the Board of Commissioner. The County Administrator is also a permanent voting member of the Committee, but is not intended to serve in the capacity of Chairman of the Committee. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The committee shall make recommendations to the Board of Commissioners concerning human services provided. The committee's responsibilities also include serving as a liaison to the following county departments, offices and agencies: NMSAS, DHS, NEMCHMH, District Health, NEMCSA, NEMC, Commission on Aging, EMS.