

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
Carl Rice, Jr., District 3
Philip S. Duckham III, District 4
Julie Alexander, 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

Adam Brown, Interim Administrator/Controller
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
Pamela Lavers, Human Resources Director
Dr. John Maino, Medical Director
Kent Maurer, Airport Manager
Ric Scheele, Director-Fleet & Facilities Opns.
Jan Seitz, MSU Ext.-Jackson County Director
Marce Wandell, Department on Aging Director
Dave Welihan, Veterans Affairs Officer
Ted Westmeier, Health Officer

County Commission Agenda **January 18, 2011**

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. Policy
 - B. County Affairs & 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: Policy, County Affairs & 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
January 18, 2011
7:00 p.m.
County Commission Chambers

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

1. **CALL TO ORDER** – *Chairman Steve Shotwell*
2. **INVOCATION** – *by Commissioner Dave Lutchka*
3. **PLEDGE OF ALLEGIANCE** – *the **Jackson Boy Scout Troop 338** will provide an honor guard to lead the Pledge of Allegiance*
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS** – None.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS** – None.
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES**
 - A. **County Policy Committee**
 1. **Revisions to Animal Control and Protection Ordinance**

Attachments:
*Memo from Administrator/Controller regarding Animal Control and Protection Ordinance
*Revised Animal Control and Protection Ordinance
*Attorney Opinion
11. **MINUTES** - Minutes of the 12/14/10 Regular Meeting of the Jackson County Board of Commissioners

Attachments:
*12/14/10 Regular Meeting Minutes

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

A. **County Policy**

1. **Revised Board Rule Policies 4040, 4070, 4080, 4090**

Attachments:

*Board Rule Policies 4040, 4070, 4080, 4090

B. **County Affairs & Agencies**

1. **Resolution (01-11.5) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2011-0084, Development of Engineering Plans for Construction of a Snow Removal Equipment (SRE) Facility; with Development of Engineering Plans for SRE Site Work and Access Road Construction**

Attachments:

*Resolution (01-11.5)

*Memo from Airport Manager and MDOT Contract

2. **Award of Contract for Court Appointed Attorneys – Probate Court**

Attachments:

*Memo from Interim Administrator/Controller regarding Court Appointed Services Contracts

*Contracts

3. **Resolution (01-11.4) Authorizing the Jackson County Interim Administrator/Controller to Approve and Sign Remonumentation Grant Contracts**

Attachments:

*Resolution (01-11.4)

C. **Human Services** – None.

D. **Personnel & Finance**

4. **Airport – Reduce FTE by .25**

Attachments:

*Memo from Interim Administrator/Controller dated 12/30/10

5. **Sheriff's Office - Increase the Full-Time Equivalent (FTE) count in Organizational Key 101301 (County Sheriff) by 1 FTE**

Attachments:

*Memo from Interim Administrator/Controller dated 12/30/10

6. **Register of Deeds Position Elimination/Addition**

Attachments:

*Memo from Register of Deeds dated 12/2/10

7. **Claims dated 12/1/10 – 12/31/10**

Attachments: None.

13. **STANDING COMMITTEES**

A. **County Policy – Commissioner Dave Elwell**

1. **Revisions to Animal Control and Protection Ordinance**

Attachments:

*Memo from Administrator/Controller regarding Animal Control and Protection Ordinance

*Revised Animal Control and Protection Ordinance

*Attorney Opinion

B. **County Affairs & Agencies – Commissioner Dave Lutchka**

1. **Appointments**

- a. **South Central Michigan Works!**, two Commissioner members (one main and one alternate), terms to 1/2011

Attachments:

*Commissioner Board Appointments-January 2011

C. **Human Services – Commissioner Jon Williams**

1. **NSP3 Action Plan for Jackson County**

Attachments:

*Memo from CAA Neighborhood Development Director and Attachments

D. **Personnel and Finance – Commissioner Jim Videto - None.**

14. **UNFINISHED BUSINESS** – None.

15. **NEW BUSINESS**

A. **The Interim Administrator/Controller recommends that the Board of County Commissioners formally move to support the work of the Fair Board in creating a Volunteer Fair Manager position.**

Attachments:

*Volunteer Fair Manager Job Description

B. **Discussion of Administrator/Controller Search Firm**

Attachments:

*None.

C. **2011 Board Retreat** – Presentations will be made by Strategic Goal Chairs

Attachments: None.

16. **PUBLIC COMMENTS**

17. **COMMISSIONER COMMENTS**

18. **CLOSED SESSION** – None.

19. **ADJOURNMENT**



Jackson County ADMINISTRATOR/CONTROLLER

Adam J. Brown, Interim Administrator/Controller

TO: Policy Committee
Board of County Commissioners

FROM: Adam J. Brown
Interim Administrator/Controller

SUBJECT: Policies – Animal Control & Protection Ordinance

DATE: January 4, 2011

Motion Requested

Approve the attached revisions to the Animal Control and Protection Ordinance as recommended by the County Sheriff and as edited by County Counsel.

I. Background

- A. The County Sheriff, Dan Heyns, has requested revisions to the Animal Control and Protection Ordinance in an effort to strengthen legislative controls as they relate to the protection of citizens from dangerous animals.

II. Current Situation

- A. I have asked for a review by county counsel of the proposed changes. Our attorney had no issues with the material changes to the ordinance, but did recommend changes to clarify the relationship and management structure between the County Sheriff and County Administration.

III. Analysis

- A. **Strategic** – The proposed revisions strengthen the county's strategic vision to maintain a safe community.
- B. **Financial** – There is no financial impact to the recommended changes.
- C. **Legal/Timing** – The Animal Control and Protection Ordinance is within the powers granted to statutory counties. Revisions to this ordinance must be approved by the full Board of County Commissioners.

IV. Recommendation

The County Administrator/Controller recommends that the (Policy Committee and Board of County Commissioners) approve attached revisions to the Animal Control and Protection Ordinance as recommended by the County Sheriff and as edited by County Counsel.

Attachments:

- Revised Animal Control & Protection Ordinance
- Attorney Comments

**ANIMAL CONTROL AND PROTECTION ORDINANCE
COUNTY OF JACKSON, MICHIGAN
ORDINANCE NO. 1**

ARTICLE 1

PURPOSE

The Board of Commissioners of the County of Jackson recognizes that Act 339 of the Public Acts of 1919, as amended, being sections 287.261-287.290 of the Michigan Compiled Laws of 1948 (MSA Sections 12.511-12.541), Act 426 of the Public Acts of 1988, being Sections 287.321-287.323 of the Michigan Compiled Laws as amended, of 1948 (MSA section 12.545(21)-12.545 (23)), and Act 368 of the Public Acts of 1978, being Section 333.1101-333.25211 of the Michigan Compiled Laws of 1948, and Act 207 of the Public Acts of 1970, as amended, being 287.291 of the Michigan Compiled Laws (MSA 12.543 (11)), constitute State Law for the regulation for dogs. The Board of Commissioners furthermore recognizes that animals require legal protection, that the property rights of owners and non-owners of animals need to be protected, and that the health, safety and welfare of the people in Jackson County will best be served by adoption of "The Animal Control and Protection Ordinance."

ARTICLE 2

DEFINITIONS

"Adequate Care"	means the provision of sufficient food, water, shelter, and medical attention to maintain an animal in a state of good health.
"Agent in Control"	means that person (s) having temporary custody and/or responsibility of said animal.
"Aggressive"	means hostile, injurious or destructive behavior.
"Animal"	means any vertebrate other than human beings.
"Animal Control"	means the Jackson County Animal Law Enforcement Division and Animal Shelter operations.
"Animal at Large"	means the unrestrained wandering or roaming of any animal on a public walkway, roadway, highway or on property not owned or leased by its owner. Also includes animals on their owner's property not under direct control or sight of the owner.
"Animal Control <u>Shelter</u> Manager or Manager"	means the person, under the general supervision of the County Administrator/Controller, who oversees

the daily operation of the Animal Shelter. He/she is responsible for preparing and monitoring the departmental budget and ensuring compliance with appropriate legislation, supervises the work of employees at the Animal Shelter ~~and Animal Control Officers,~~ and assists in any classification as necessary.

"Animal Control Officer" means the person under the supervision of the County ~~Sheriff Administrator/Controller, and the immediate supervision of the Animal Control Manager,~~ who shall enforce this Ordinance and the Laws of the State regarding domestic animal control, dangerous domestic animals, and protection of the people and domestic animals of Jackson County.

"Approved Vaccine" means a veterinary biological that is administered to an animal to induce immunity in the recipient and that is licensed by the United States Department of Agriculture and approved by the State Veterinarian for use in this state pursuant to the Animal Industry Act of 1987, Act No. 466 for the Public Acts of 1988, being Sections 287.701 to 287.747 of the Michigan Compiled Laws.

"Attack" means the intent to cause injury or otherwise forcefully endanger the safety of people or other animals.

"Board of Commissioners" means the Jackson County Board of Commissioners.

"Cat" means an animal of any age of the species *Felis Catus*.

"County" means County of Jackson, State of Michigan.

"Dangerous" means able or likely to inflict injury.

"Day" means any day the Jackson County government offices are scheduled to conduct business. It shall not include any Saturday, Sunday or holiday designated by the Board of Commissioners.

"Direct Control" means a situation in which a person, whether by voice command, or physical tether, can immediately affect or alter the actions of an animal so as to ensure that the animal does not trespass or otherwise violate this Ordinance.

"Dog" means an animal of any age solely of the species *Canis Familiaris* or *Canis Lupus Familiaris*.

"Domestic Animals"	means those animals that have traditionally, through a long association with humans, lived in a state of dependence upon humans or under the dominion and control of humans and which have been kept as tame pets, raised as livestock, or used for commercial breeding purposes.
"Euthanasia"	means the humane destruction of an animal accomplished by a method not prohibited by law that produces rapid unconsciousness and subsequent death without evidence of pain or distress, or a method that utilizes anesthesia produced by an approved agent that causes painless loss of consciousness and subsequent death.
"Exhibition of Fighting"	means a public or private display of combat between two or more animals in which the fighting, killing, maiming or injury of animals is a significant feature. It does not include demonstrations of the hunting or tracking skill of an animal or their lawful use for hunting, tracking, or self-protection.
"Farm"	means the land, plants, animals, buildings, structures, including ponds used for agricultural or aquacultural activities, machinery, equipment and other appurtenances used in the commercial production of farm products.
"Farm Dog"	means a dog or dogs owned and used for aiding a person engaged in a farm operation which remains on the property used for the farm operation.
"Farm Operation"	means the operation and management of a farm or a condition or activity that occurs at any time as necessary on a farm in connection with the commercial production, harvesting, and storage of farm products.
"Farm Product"	means those plants and animals useful to human beings. Produced by agriculture and includes, but is not limited to, forages and sod crops, grains and feed crops, field crops, dairy and dairy products, poultry and poultry products, cervidae, livestock, including breeding and grazing, equine, fish, and other aquacultural products, bees and bee products, berries, herbs,

fruits, vegetables, flowers, seeds, grasses, nursery stock, trees and tree products, mushrooms, and other similar products, or any other product which incorporates the use of food, feed, fiber, or fur, as determined by the Michigan Commission of Agriculture.

“Groom”

means to clean or care for.

"Harbor"

means to feed or shelter an animal (s) for three (3) or more consecutive calendar days.

"Hunting"

means allowing a dog to range freely within sight or sound of its owner while in the course of hunting legal game.

"Kennel"

means any facility, except a duly licensed pet shop, where three (3) or more dogs are kept for breeding, sale, sporting, boarding or training purposes, for remuneration.

“Large Carnivore”

means either of the following:

(i) Any of the following cats of the Felidae family, whether wild or captive bred, including a hybrid cross with such a cat:

- (1) A lion.
- (2) A leopard, including, but not limited to, a snow leopard or clouded leopard.
- (3) A jaguar.
- (4) A tiger.
- (5) A cougar.
- (6) A panther.
- (7) A cheetah.

(ii) A bear of a species that is native or nonnative to this state, whether wild or captive bred.

"Law Enforcement Officer" means any person employed or elected by the people of the State, or by any municipality, county, or township, whose duty it is to preserve peace or to make arrests or to enforce the law, and includes conservation officers and State Police.

"Livestock"

means horses, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids and swine, and fur-bearing animals being raised in captivity.

"Mutilate"	means to destroy or disfigure a body part.
"Muzzle"	means a device that when fitted upon an animal prevents it from biting any person or animal and which is made in a manner that will not cause injury to the animal or interfere with its vision or respiration.
<u>"Officer"</u>	<u>Includes any Animal Control Officer or Deputized Sheriff.</u>
"Neglect"	means to fail to sufficiently and properly care for an animal to the extent that the animal's health is jeopardized.
"Official Interstate Health Certificate" or "Official Interstate Certificate of Veterinary Inspection"	means a printed form that records the information required by State Law and is issued within thirty (30) days before importation of the animal it describes.
"Owner"	means a person having a right of property ownership in an animal, who keeps or harbors the animal or has the animal in his or her care or custody, or who permits the animal to remain on or about any premises occupied by the person. An owner does not mean a person who harbors an animal in the course of conducting a boarding, grooming, or training business, or a veterinary hospital, or a person who harbors an animal in violation of Act 309 of the Public Acts of 1939, being sections 287.301 to 287.308 of the Michigan Compiled Laws.
"Owner's Agent"	means an individual authorized in writing by the owner or lessee of an animal to intervene on behalf of the owner or lessee to protect the animal, except in cases where the animal is in imminent danger of harm, in which case no written authorization is required.
"Person"	means an adult individual, partnership, corporation, cooperative, association, joint venture, or other legal entity.
"Pet"	means any animal kept for pleasure rather than utility.
"Poultry"	means all domestic fowl, ornamental birds, and game birds possessed or being reared under authority of a breeder's license pursuant to Part 427 Breeders and Dealers of the Natural

Resources and Environmental Protection Act, being Act No. 451 of the Public Acts of 1994, being Sections 324.42701 to 324.42714 of the Michigan Compiled Laws.

"Provoke"

means to perform a willful act or omission that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack of an ordinary dog or animal.

"Quarantine"

means a state of enforced isolation. To detain in or exclude by quarantine, to isolate from normal relations or communication. An animal that has bitten or scratched, shall be kept in the owners home or a secure structure that would not allow any other person or animal to come in contact with, except family members. Animals may be quarantined at a veterinarians office or the Animal Shelter.

"Rabies Suspect Animal" means any animal, which has been determined by the Michigan Department of Community Health to be a potential rabies carrier and which has bitten or scratched a human, or any animal which has been in contact with or bitten by another animal which is a potential rabies carrier, or any animal which shows symptoms of rabies.

"Sanitary Conditions"

means space free from health hazards including excessive animal waste, overcrowding of animals, or other conditions that endanger the animal's health. This does not include a condition resulting from a customary and reasonable practice pursuant to farming and animal husbandry.

"Secure Structure"

means a four (4) sided structure with an enclosed top constructed of the same material as the sides. The sides must be at least six (6) feet high, with a concrete or buried fence floor. The door must be locked at all times.

"Serious Injury"

means permanent, serious disfigurement, serious impairment of health, or serious impairment of a bodily function of a person.

"Service Dog"

means any dog which is trained or being trained to aid a person who is blind, deaf or audibly impaired, or otherwise MCL 287.291; MSA 12.543 (11) (1970 PA 207).

"Shelter"	means adequate protection from the elements, suitable for the age and species of the animal to maintain the animal in a state of good health, including structures or natural features such as trees and topography. Shelter is not required for livestock if there is a natural wind break such as a grove of trees.
	<ul style="list-style-type: none"> (1) Dogs shall have a waterproof four (4) sided structure, of appropriate size with a roof and floor. (2) Livestock shall have a sound, three (3) sided, roofed structure of appropriate size or wind break providing equivalent protection.
"State"	means the State of Michigan.
"State of Good Health"	means free from disease and illness, and in a condition of proper body weight and temperature for the age and species of the animal, unless the animal is undergoing appropriate treatment.
"Sterilized"	means an animal which has, by virtue of a surgically performed castration or ovariectomy or other recognized veterinary procedure, been rendered incapable of sexual reproduction.
"Threaten"	means to give sign or warning of danger.
"Torment"	means to cause, by an act or omission, unjustifiable pain, suffering, or distress to an animal, or cause mental and emotional anguish in the animal as evidenced by its altered behavior for a purpose such as sadistic pleasure, coercion, or punishment that an ordinary and/or reasonable person would conclude is likely to precipitate a bite or attack.
"Torture"	means to cause either severe physical or mental suffering.
"Treasurer"	means the Treasurer of the County of Jackson.
"Veterinarian"	means a person licensed to practice veterinary medicine as required in or under the Public Health Code, Act No. 368 of the Public Acts of 1978, being 333.18811 of the Michigan Compiled Laws, such other applicable State or Federal Law.
"Vicious"	means dangerously aggressive.

"Water"

means sufficient drinkable water that is suitable for the age and species of the animal and made regularly available unless otherwise directed by a licensed veterinarian.

"Wolf"

means an animal of the species *Canis Rufus* or *Canis Lupus*, but does not include an animal of the species *Canis Lupus Familiaris*.

"Wolf-Dog Cross"

means a canid resulting from the breeding of any of the following:

- (1) A wolf with a dog.
- (2) A wolf-dog cross with a wolf.
- (3) A wolf-dog cross with a dog.
- (4) A wolf-dog cross with a wolf-dog cross.

ARTICLE 3

**ANIMAL CONTROL OFFICERS DUTIES,
AUTHORITY AND RESPONSIBILITIES**

Section 3.1

The Jackson County Board of Commissioners shall employ an Animal ~~Control~~Shelter Manager who shall ~~direct work with~~ Animal Control as necessary, and in accordance with County budgetary and personnel policies.

Section 3.2

It shall be the responsibility of the Animal ~~Control~~Shelter Manager and/or Animal Control Officers to enforce the provisions of this Ordinance.

Section 3.3

The Animal ~~Control~~Shelter Manager and Animal Control Officers shall enforce this Ordinance and State Statutes as amended pertaining to control, regulation, and protection of dogs and other animals, including, but not limited to issuance of tickets, citations, or summonses to persons in violation of this Ordinance and/or State Statutes, and may make a complaint to the appropriate judicial or administrative authorities.

Section 3.4

Animal ~~Control~~Shelter Manager and Animal Control Officers shall wear satisfactory identification and carry a picture identification card when enforcing this Ordinance and State Laws.

Section 3.5

Animal Control Officers shall act reasonably and with the exercise of judgement in the enforcement of the State Law and County

Ordinance in reference to animals. The duties of the Animal ~~Control~~Shelter Manager and Officers, in addition to those stated elsewhere in this Ordinance and State Statutes, shall include the following:

- 1) Take up and place in the County Animal Shelter all dogs or other animals, ~~livestock or poultry~~ found running at large or being kept or harbored any place within the County contrary to the provisions of this Ordinance or the Statutes of the State. In the event the County Animal Shelter's facilities are inadequate for holding the type of animals seized, such as livestock and poultry, pursuant to this Ordinance and State Law, such animals shall be placed in such alternative facilities as authorized by the Board of Commissioners and permitted by the Statutes of the State.
- 2) Seize and impound, or require its owner to quarantine, all domestic animals which are rabies suspects, for examination for disease in accordance with Article 8 of this Ordinance and/or the Statutes of the State.
- 3) In accordance with the provisions of this Ordinance, to enter upon private premises except a building designated for and used for residential purpose, for the purpose of inspecting same to determine the harboring, keeping or possessing of any dog (s) or other animal (s) and whether the owners of said animals have complied with the appropriate provisions of this Ordinance and the Statutes of the State. To either seize and take with him any animals or allow sufficient time to permit the vaccination and licensing of dogs for whom no license had been procured in accordance with this Ordinance and the Statutes of the State or for any other violation hereof. The provisions of this subsection shall specifically include, but not be limited to, investigation of or seizure for cruelty to animals.

- 4) Investigate complaints of dogs or other animals alleged to be dangerous to persons or property and take such actions as authorized by State Statutes or County Ordinance, including seizing, taking up, and impounding such animals.
- 5) Investigate complaints of cruelty to dogs or other animals, livestock or poultry and to take such actions as authorized by State Statutes or County Ordinance, including, seizing, taking up and impounding any dog or other animal, livestock or poultry which has been subject to such cruelty.
- 6) If authorized by the Treasurer, carry a book of receipts properly numbered in sequence for accounting purposes, for the issuing of dog licenses as provided in this Ordinance and shall issue such dog licenses in accordance herewith. The Animal ~~Control~~Shelter Manager and Officers, if authorized by the Treasurer, shall also perform, in conjunction with the Treasurer, such other duties assigned to the Treasurer by this Ordinance and the Statutes of the State regarding issuance, transfer and replacement of dog and kennel licenses and tags. While authorized by the Treasurer to perform such duties, the Animal ~~Control~~Shelter Manager and Officers shall ensure that the original of all records evidencing the performance of such duties are turned over to the Treasurer not less than monthly with copies of said records retained at the office of the County Animal Shelter. All fees and monies collected by the Animal ~~Control~~Shelter Manager and Officers as herein provided, shall be accounted for and turned over to the Treasurer on or before the first of each and every month, or more often, if reasonably necessary under the standard practices of the Treasurer's accounting system.
- 7) Perform such other duties relating to the enforcement of this Ordinance and State Statutes as the Board of

Commissioners may, from time to time, assign to the Animal ~~Control~~Shelter Manager and Officers.

ARTICLE 4

SHELTER OPERATION, IMPOUNDMENT, RELEASE AND DISPOSAL

Section 4.1 The Animal ~~Control~~Shelter Manager shall operate and maintain an adequate facility as a shelter to receive, care for and safely confine any animal in the Officer's custody under provisions of this Ordinance. The Animal Shelter shall be accessible to the public during the days and hours in which County Offices are open and/or such other hours as may be authorized by the Board of Commissioners.

Section 4.2 An Animal Control Officer may impound and hold at the shelter any animal when it is the subject of a violation of this Ordinance, or State Laws, when it requires protective custody and care because of mistreatment or neglect by its owner, when it is voluntarily donated by its owner for disposition or when otherwise ordered impounded by a court.

Section 4.3 An animal shall be considered impounded from the time an Animal Control Officer takes physical custody of the animal.

Section 4.4 Impoundment is subject to the following holding periods and notice requirements:

- 1) An animal having a collar, license, or other evidence of ownership or whose ownership is otherwise known by Animal Control shall be held for a minimum of seven (7) days after the date of mailing of notice to the owner of impoundment of the animal. Notice of impoundment shall be sent to the owner by certified mail within forty-eight (48) hours from the time of impoundment. This notice shall advise the owner of the impoundment, the date by which redemption must be made and that there will be fees payable prior to release. The Animal ~~Control~~Shelter Manager shall maintain a record on each identifiable

animal acquired indicating a basic description of the animal, the date it was acquired and under what circumstances. The record shall also indicate the date the notice of impoundment was sent to the owner of the animal and subsequent disposition of the animal.

- 2) An animal whose ownership is not determinable shall be held a minimum of four (4) days after its impoundment unless it is deemed dangerous at which point it may be disposed of immediately or as soon as is practical.
- 3) Animals held for periods prescribed under this section and not redeemed by their owner shall be subject to disposition.

Section 4.5

Disposition of animals shall be made as follows:

- 1) Any animal impounded shall be released to its owner or the owner's authorized agent (with written permission) if redeemed within the period set forth in this section, upon payment of fees for impoundment and care including actual cost of veterinary care incurred while held in the Animal Shelter provided the owner is in compliance with provisions of this Ordinance and State Statutes, including licensing and vaccination requirements; or
- 2) Any animal held for the prescribed period and not redeemed by its owner, and which is neither a potentially dangerous animal nor in a dangerous condition of health, may be released for adoption subject to Section 4.6; or
- 3) Any animal held for the periods prescribed under this section without redemption or adoption may be disposed of by euthanasia, except that livestock and poultry may be sold in accordance with State Statutes; or
- 4) Provisions of this section regarding holding periods do not apply to any animal which is sick or injured to the extent that the holding period would cause the animal undue suffering in the judgment of the Animal ~~Control~~Shelter Manager or Officer, or to any animal voluntarily delivered to

the Animal Shelter by the owner thereof requesting humane destruction. Such animals may be disposed of by euthanasia at any time; or

- 5) Animals shall be disposed of in accordance with Animal Shelter policies except that live animals may not be sold for research. Live animals may be provided for the purpose of blood donation so long as they are not used for research.

Section 4.6

A dog or cat may be released for adoption subject to the following conditions:

- 1) The dog or cat has not been recovered by its owner and the required holding period has expired or the owner of the dog or cat has signed its ownership rights over to Animal Control.
- 2) The adoptive owner shall pay the applicable adoption fee;
- 3) In the case of a dog or cat which is capable of sexual reproduction, the adoptive owner shall pay a surgical prepayment deposit which shall be refundable upon furnishing written certification by a licensed veterinarian that the animal has been sterilized by spaying or neutering;
- 4) The adoptive owner shall sign a written agreement to sterilize an adopted dog or cat within thirty (30) days of adoption or upon the animal's attaining six (6) months of age, whichever event occurs last. Failure to comply with the agreement shall result in a forfeiture of the amount deposited under paragraph two (2) of this section, and the Animal Shelter Manager may require return of the adopted dog or cat to the Animal Shelter.

Section 4.7

The Animal Shelter-Control Manager or Officer may decline to release an animal for adoption under any of the following circumstances:

- 1) The prospective adoptive owner has been convicted of the crime of cruelty to animals within the previous five (5) years;

- 2) The existence of other circumstances which, in the opinion of the Animal [Shelter Control](#) Manager or Officer, would endanger the health, safety or welfare of people or animals.

ARTICLE 5

DOG LICENSING

Section 5.1 It shall be required that any dog four (4) months of age or older shall be licensed.

Section 5.2 On or before March 1 of each year, the owner of any dog four (4) months old or over shall apply to the County, Township, City Treasurer or his/her authorized agent where the owner resides in writing for a license for each dog owned or kept by him/her. Such application shall state the breed, sex, age, color, and markings of such dog and the name and address of the previous owner. Such application for a license shall be accompanied by proof of a valid certificate of vaccination for rabies, with a vaccine licensed by the United States Department of Agriculture, signed by an accredited veterinarian.

Section 5.3 The person who becomes an owner of a dog that is four (4) or more months old and that is not already licensed shall apply for a license within thirty (30) days from the date the owner acquired the dog. A person who owns a dog that becomes four (4) months old that is not already licensed shall apply for a license within thirty (30) days after a dog becomes four (4) months old.

Section 5.4 The owner shall provide every licensed dog with a substantial collar, to which a license tag approved by the Michigan Department of Agriculture, shall be securely attached and displayed on the animal at all times, except when the dog is engaged in lawful hunting and accompanied by its owner.

Section 5.5 The license and license tag are assigned to the dog and are not transferable to another dog. They shall remain with the dog upon transfer to another owner within Jackson County. The last registered owner shall notify the Jackson County Treasurer's

Office so that it may note such transfer upon its records. This Ordinance does not require the procurement of a new license, or the transfer of a license already secured, when the possession of a dog is temporarily transferred, for the purpose of hunting game, or for breeding, trial, or show, in the State of Michigan.

Section 5.6

A dog displaying a license tag from another Michigan County shall not require licensing in Jackson County until expiration of the current license, provided that the dog remains in the possession of the owner to whom the license was issued.

Section 5.7

If the Jackson County dog license tag is lost, it shall be replaced without charge by the Jackson County Treasurer's Office upon application by the owner of the dog, and upon production of such license and a sworn statement of the facts regarding the loss of such tag.

Section 5.8

Fees shall be waived for licenses issued for any service dog upon presentation of an affidavit by the dog's owner. The waiver shall apply to all subsequent licenses issued to that dog so long as it remains the property of the person named in the affidavit.

Section 5.9

A penalty equal to twice the applicable license fee shall be charged to any person who fails to apply for an initial license or a renewal license within the times specified.

Section 5.10

No dog shall be exempt from the rabies vaccination requirements set forth in this Ordinance, unless there is a valid medical reason supplied in writing by a licensed veterinarian. A titre test must be performed on the exempt dog, that proves the dogs titre is sufficient to adequately protect against the rabies virus. The veterinarian performing the titre test must put into writing the results of the test, which will be accompanied by a copy of the titre test results. The titre test must be done each year on the exempt dog before a current license will be issued. If the exempt dogs titre is not sufficient to protect the dog from the rabies virus the dog will be required to have a rabies vaccination or be euthanized. All costs incurred will be paid by the owner of the dog.

Section 5.11

No owner shall purchase a license for a dog at the sterilized price unless the dog is sterilized.

Section 5.12

Fees are to be set by the Jackson County Board of Commissioners as authorized by State Statutes.

Section 5.13

Any dog not licensed or found not wearing a current license may be seized by an Animal Control Officer and held at the Animal Shelter. Upon termination of dogs' and other animals' statutory holding periods, dogs and other animals become the property of the Animal Control for purposes of disposal of the dogs and other animals placed for holding at the Shelter.

Section 5.14

None of the provisions of this Ordinance shall be construed as requiring the licensing of any dog imported into Jackson County from outside the State for a period not to exceed thirty (30) days for show, trial, breeding or hunting purposes.

Section 5.15

For grandfathered owners of wolf-dogs, a fee of not less than \$25.00 yearly will be set by the Board of Commissioners for people who own a wolf-dog cross as described in PA. 246 of 2000 as amended.

Section 5.16

A fee of not less than \$25.00 yearly will be set by the Board of Commissioners for grandfathered people who owners of a large carnivore(s) as described in PA. 274 of 2000 as amended.

ARTICLE 6

KENNEL LICENSING

Section 6.1

Any person who owns, keeps or operates a kennel may, in lieu of individual licenses required for dogs under this Ordinance and under the Statutes of the State of Michigan apply to the County Treasurer's Office or Animal Control for a kennel license entitling that person to own, keep or operate such kennel in accordance with applicable Laws of the State. The dogs in the kennel covered by the kennel license must be kept for sale, boarding, breeding, training or sporting purposes for remuneration. Pets must be licensed individually and will not be covered under the kennel license.

Section 6.2

In order to obtain a kennel license, any person who owns, keeps or operates a kennel at any single location within the boundaries of Jackson County except in cities, villages, or townships with their own animal control agency, shall;

(1) within thirty (30) calendar days prior to the start of such operation, or; (2) a person which has been previously issued a kennel license shall apply for a new kennel license by June 1 of each year, to the County Treasurer's Office or Animal Control, which shall issue such license if the kennel is in compliance with Sections 10 and 11 of Act 339, of the Public Acts of 1919, as amended, being Sections 287.270 and 287.271 of the Michigan Compiled Laws of 1948 (MSA 12.520 and 12.521), and with any applicable ordinance of the city, village or township in which it is located. The County Treasurer or Animal Control will not issue a kennel license to any person who has been denied a kennel license by the city, village or township where they reside.

Section 6.3

Failure to apply for a kennel license within the prescribed time limits will result in a doubling of the applicable fee.

Section 6.4

The Animal Control Officer shall have the right to inspect any kennel in the County of Jackson in order to determine whether said kennel is in compliance with this Ordinance and the State Statute. If the kennel has been issued a license, it shall be the duty of the Animal Control Officer to suspend said license if, in the Officer's opinion, conditions exist which are not in compliance with this Ordinance, Section 10 of Act 339 of the Public Acts of 1919, as amended, being Section 287.270 of the Michigan Compiled Laws of 1948 (MSA 12.520) and the rules of the Michigan Department of Agriculture, pending correction of such conditions, and further shall have the duty to revoke said license if such conditions are not corrected within a designated reasonable time.

Section 6.5

All licensed kennels shall be required to have double fencing. The fence on the outer perimeter shall be constructed in such a manner as to prevent stray animals and people from making direct contact with kennel animals. Exceptions to the above would be:

1) solid fence such as a solid privacy fence and/or 2) animals kept inside a building or solid structure.

Section 6.6

Any dog kennel which under Michigan State Law is to be covered by a license shall be of such construction as will adequately and comfortably house any dogs kept therein during any season of the year. The buildings, including walls and floor, shall be of such construction as to be readily cleaned and kennels and yards connected therewith used to confine kennel dogs shall be kept clean and free from accumulation of filth and debris.

Section 6.7

All dogs kept or maintained in connection with such kennels shall be furnished with a clean, fresh water supply and adequate and proper food to maintain such animals in a state of good health.

Section 6.8

Any kennel dog four (4) months old or older must have a current rabies vaccination as evidenced by a valid certificate of vaccination for rabies with a vaccine licensed by the United States Department of Agriculture, signed by an accredited veterinarian. Failure to comply with this requirement shall be a violation of this Ordinance and subject the dog's owner to the penalties set forth in Article 13.

Section 6.9

The fee to be paid for a kennel license shall be \$10 for 10 dogs or less, and \$25 for more than 10 dogs. A fee of double the original license fee shall be charged for each previously licensed kennel whose kennel license is applied for after June 1. Kennel owners are subject to an inspection fee as set by the Board of Commissioners.

ARTICLE 7

PROHIBITIONS AND REGULATED CONDUCT

Section 7.1

It shall be a violation of this Ordinance:

- 1) For any animal to engage in any of the behaviors described in Article 9 (Classification of Animals).
- 2) For a dog in heat (estrus) to be accessible to a male dog except for intentional breeding purposes.

- 3) For an animal to be within or on a motor vehicle at any location under such conditions as may endanger the health or well being of the animal, including, but not limited to dangerous temperatures, lack of food, water or proper care.
- 4) To abandon any animal.
- 5) To knowingly place food or item of any description containing poisonous or other injurious ingredients in any area reasonably likely to be accessible to any animal except rodents.
- 6) To physically mistreat any animal by deliberate abuse, or neglect to furnish adequate care or shelter, including veterinary attention, or by leaving the animal unattended for more than twenty four (24) hours without adequate care.
- 7) To offer as a prize or give away any live animal/fowl in any contest, raffle, promotional event, lottery, or as enticement for fund raising, or for entry into any place of business.
- 8) For any animal to leave the confines of any officially prescribed quarantine area, or put outside unattended while under an officially prescribed quarantine.
- 9) For a dog not accompanied by its owner or owner's authorized agent to come closer than three (3) feet from a public walkway, roadway, highway, or adjoining property, except when the dog is in an area that is completely fenced in.
- 10) To interfere with, hinder, resist, oppose, obstruct, issue a false report or molest an Animal Control Officer in the performance of his/her duties, or for any person to remove any animal from an Animal Control vehicle or Animal Shelter property without permission of the Animal ~~Control~~Shelter Manager or Officer.
- 11) To fail to comply with the requirements of this Ordinance or Federal or State Statutes applicable to keeping of an animal or a facility where animals are kept.

- 12) For livestock or poultry to run at large upon the premises of another or upon any public street, lane, alley or other public ground in the County unless otherwise specifically allowed.
- 13) To remove a collar or tag from any dog or other animal without the permission of its owner.
- 14) To fail to take an animal to the Animal Shelter or Veterinarian after quarantine for inspection.
- 15) To tie, tether or chain a dog with a choke type collar.
- 16) To chain a dog on a chain that is not three (3) times the length of the dog from the tip of the dog's nose to the base of it's tail.
- 17) To violate any section of Public Act 246 of 2000 as amended, which regulates the ownership, possession and care of wolf-dog crosses.
- 18) To violate any section of Public Act 274 of 2000 as amended, which regulates the ownership, possession and care of large carnivores, specifically large cats and bears.
- 19) To fail to keep a collar on a dog with an approved dog license affixed to the collar, unless the dog is engaged in legal hunting.
- 20) To decoy or entice any dog or animal out of an enclosure or off the property of its owner, or seize, molest or tease any dog or animal while held or led by any person, or while on the property of its owner.
- 21) To fail to have any animal purchased from the Jackson County Animal Shelter sterilized on or before the date of the sterilization contract.
- 22) To fail to keep a dog in a prescribed secure structure as required by Court Order or by this Ordinance.

Section 7.2

It shall also be a violation of this Ordinance:

- 1) To fail to provide adequate shelter any time an animal is confined in such a manner that it is unable to seek shelter no matter the length of time the animal is out in the weather.

- 2) To fail to provide sufficient and suitable water and food which would thus cause the animal to suffer thirst or hunger.
- 3) To kill any animal without just cause.
- 4) To torture, mutilate, maim, beat, or disfigure an animal.
- 5) For an animal to be caged or chained in such a manner as to allow it to become tangled, injured or to suffer undue stress.
- 6) To restrain an animal so that the weight of the animal's tie does not allow the animal to comfortably raise his/her head or move.
- 7) To fail to keep an animal's area in good sanitary condition.
- 8) To confine an animal in such a fashion that the animal does not have a dry area to rest.
- 9) To fail to provide adequate grooming when the animal is in pain or distress, including but not limited to the following;
 1. Unable to lift head.
 2. Unable to urinate or defecate.
 3. Crying out in pain.
 4. Unable to rise or walk
 5. Fail to keep the eyes or ears free from infection or matted in such a way that it interferes with the animal's sight or hearing.

Section 7.3

It is unlawful for any person to fail to provide medical care when an animal is in pain or distress, including but not limited to the following:

- 1) In a state of emaciation.
- 2) Unable to rise and walk
- 3) Unable to urinate or defecate.
- 4) Crying out in pain.
- 5) Unable to eat or drink.
- 6) Suffering from unattended broken bones, wounds, burns or contusions.
- 7) Painful or difficult breathing.

- 8) Passing blood in urine, feces and/or vomit.
- 9) Presence of maggots or infested with other parasites.
- 10) Severe skin disease.

Section 7.4

It is unlawful to intentionally run down or otherwise abuse, harass or worry any animal with any vehicle including, but not limited to, a bicycle or motor vehicle, including a motorcycle or motorbike.

Section 7.5

In the event animals are used to give rides the following standards must be met and followed:

- 1) If the animal is not shod, it must be provided with footing (i.e.: grass, hay, wood shavings or dirt).
- 2) Twenty minute breaks shall be given every two (2) hours or less as needed, with water and shade provided.
- 3) No animal shall be used if it appears to be lame or in distress.

Section 7.6

Reporting of found animals:

- 1) Any person who finds and harbors an animal without knowing the identity of its owner shall notify the Animal Control and furnish a description of the animal within two (2) business days of finding the animal.
- 2) If the owner of the animal has not claimed it within seven (7) business days after the animal was reported found to the Animal Control, the finder may adopt the animal in accordance with applicable laws.

ARTICLE 8

CONFINEMENT OF ANIMAL AFTER BITING

Section 8.1

Any dog or other warm blooded animal that shall bite or scratch a person or animal shall be handled in accordance with the Southeastern Michigan Epidemiology Committee (SEMEC), most recently revised Information and Recommended Procedures for Rabies Prevention in Michigan, and/or such procedures as established by the Michigan Department of Community Health (MDCH) for control of rabies and disposition of non-human agents carrying disease, including rabid animals. In the event that owner

of such animal is unable to or fails to comply with any of the prescribed procedures, an Animal Control Officer shall take possession and custody of such animal and follow the prescribed procedure. The owner of such animal shall bear the costs thereof. The owner of such animal must keep, maintain and confine or dispose of the animal as required by the SEMEC's most recently revised Information and Recommended Procedures for Rabies Prevention in Michigan, or procedures established by the MDCH. If unwilling or unable to do so, failure to release custody of said animal to an Animal Control Officer, or when so directed failure to deliver said animal to a veterinarian clinic for confinement shall constitute a violation of this Ordinance.

Section 8.2

At the end of the required confinement period, the animal must be taken to the County Animal Shelter to be inspected for visible health (i.e.: clear eyes, nose, general body condition) vaccinations, and current license if any required.

Section 8.3

Confinement of ferrets shall be governed by Act 358 of the Public Acts of 1994, as amended, being Sections 287.893 - 287.901 of the Michigan Compiled Laws of 1948 (MSA 12.481 (201) - 12.481 (211)).

ARTICLE 9

CLASSIFICATION OF ANIMALS

Section 9.1

Purpose: The purpose of this Article is to establish a procedure whereby animals that pose a significant threat of causing serious injury to humans, other animals or property are identified and subjected to precautionary restrictions before any such serious injury occurs.

Section 9.2

Classification of Levels of Dangerousness: An animal shall be classified as potentially dangerous or dangerous based upon specific behaviors exhibited by the animal.

An animal will be considered a potentially dangerous animal if it exhibits behavior described in subsections (1) through (6) of this

Section. An animal will be considered a dangerous animal if it exhibits behavior described in subsections (7), (8) and (9).

- 1) Level 1 behavior is established when a animal continuously runs loose.
- 2) Level 2 behavior is established when a animal indirectly causes injury or damage to a person, animal or property.
- 3) Level 3 behavior is established if an animal at large is found to menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any domestic animal.
- 4) Level 4 behavior is established when an animal bites or scratches another animal in a less than dangerous manner.
- 5) Level 5 behavior is established when an animal bites or scratches a person in a less than dangerous manner.
- 6) Level 6 behavior is established if an animal at large is found to menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any person.
- 7) Level 7 behavior is established if an animal, while confined in accordance with Article 10, Section 10.1, aggressively bites or causes physical injury less than serious injury to any person or animal.
- 8) Level 8 behavior is established if an animal, while at large, aggressively bites or causes physical injury less than serious injury to any person or domestic animal.
- 9) Level 9 behavior is established if [any one of the following conditions are met:](#)
 - a) an animal, whether or not confined, causes the serious injury or death of any person; or
 - b) an animal, kills or causes serious injury to any domestic animal; or
 - c) an animal engages in or is found to have been trained to engage in exhibitions of fighting; or

- d) an animal that has been classified as a Level 7 or 8 repeats the behavior described in subsection (7) and (8) of this section after the owner is found guilty of the classification level.

Notwithstanding subsection (1) through (9) of this section, the Manager shall have discretionary authority to refrain from classifying an animal as potentially dangerous, or dangerous even if the animal has engaged in the behaviors specified in subsections (1) through (9) of this section, if the Manager determines that the behavior was the result of:

- (a) A person trespassing on the property of the animal's owner.
- (b) A person provoking or tormenting the animal.
- (c) The animal responding in a manner that an ordinary and reasonable person would conclude was designed to protect a person if that person is engaged in a lawful activity or is the subject of an assault.
- (d) An injury to the animal.

Section 9.3

Regulation of Potentially Dangerous Animals: In addition to the other requirements of this Ordinance, the owner of a potentially dangerous animal who has been deemed guilty either by, Judge, Jury, plea of guilt or ~~no plea~~ no contest shall comply with the following regulations:

- 1) If the animal has engaged in Level 1-5 behavior, the animal shall be restrained by a physical device or structure that prevents the animal from reaching any public sidewalk or adjoining property whenever that animal is outside the owner's home and not on a leash. The structure should shall also be constructed in such a way as to prevent a child from gaining access to the animal. The Manager may adopt administrative rules establishing specifications for the required device or structure. An animal that has engaged

in Level 1 through 5, three or more times shall meet the requirements of subsection (2) of this section.

2) The owner of a Potentially Dangerous Animal or Vicious Animal shall obtain and maintain liability insurance in the minimum amount of One Hundred Thousand Dollars and shall furnish a certificate of proof of insurance by which the County shall be notified at least thirty (30) calendar days prior to the cancellation of non-renewal of the policy.

32) If the animal has engaged in Level 6 behavior, the owner shall confine the animal within a secure enclosure whenever the animal is not held on a leash or inside the home of the owner. The secure enclosure must be located so as not to interfere with the public's legal access to the owner's property. The animal must be micro chipped at the expense of the animal owner, with the number turned over to the Animal Control. When the animal is not held within a secure structure, or in the home of the owner the animal shall be humanely muzzled.

43) If the animal has engaged in Level 7 behavior, the owner shall meet the requirements of subsection (2) of this section, and shall also post warning signs on the property in conformance with administrative rules to be adopted by the Animal Shelter Manager or Animal Control Officer.

54) If the animal has engaged in Level 8 behavior, the owner shall meet the requirements of subsection (2) and (3) of this section and shall not permit the animal to be off the owner's property unless the animal is muzzled and restrained by an adequate leash and under the control of the owner or agent in control, or is within a securely fastened enclosed structure.

65) Any animal that has been found to have engaged in Level 9 behavior, shall be euthanized upon a court order. After a show cause hearing, the court shall order the destruction of the animal, at the expense of the owner, if the animal is

found to be a dangerous animal that caused serious injury or death to a person or an animal. The court may order the destruction of the animal, at the expense of the owner, if the court finds that the animal is a dangerous animal that did not cause serious injury or death to a person but is likely in the future to cause serious injury or death to a person or in the past has been adjudicated a dangerous animal. Should the court not order the destruction of the animal the owner shall meet the requirements of subsections 2, 3, and 4.

Section 9.4

Reporting of Potentially Dangerous or Dangerous Animals: Any person who observes or has evidence of animal behavior as described in Section 9.2 shall forthwith notify the Animal Control [by calling 911](#).

ARTICLE 10

CONFINEMENT OF ANIMALS

Section 10.1

It shall be in violation of this Ordinance:

- 1) For any animal, (including livestock and poultry) except cats, to run at large unless such animal is engaged in lawful hunting and accompanied by its owner, or is displayed in an exhibition, or engaged in work they have been trained for or are being trained for.
- 2) For any animal, except cats, to remain outside unattended if said animal is not confined by a leash, chain or fenced in yard [\(to include electronic fences\)](#).
- 3) For any animal, except cats, to cause damage to property, real or personal, of another person.

Section 10.2

Any person's animal, except cats, observed by Animal Control, that violates any of Section 10.1 three (3) times, shall be seized by an Animal Control Officer and held until the owner constructs a secure enclosure. The secure enclosure shall be constructed within ten (10) days. All costs incurred for the holding of an animal awaiting construction of an enclosure will be paid by the

owner of the animal being held. The owner shall keep the animal in the secure structure at all times when not in the house or on a leash held by a responsible person.

Section 10.3

Owners of cats observed causing damage to property, real or personal, may be pursued through civil action by the property owner.

ARTICLE 11

TREASURER'S RECORDS AND DUTIES

Section 11.1

On June 15 of each year, the Treasurer shall make a comparison of his/her records of the dogs actually licensed in each city or township of the County with a report of the supervisors of said townships or assessors of said cities or the Animal ~~Control~~Shelter Manager, to determine and locate all unlicensed dogs.

Section 11.2

On and after June 15 of each year, every unlicensed dog subject to license under the provision of this Ordinance or the Statutes of the State is hereby declared to be a public nuisance, and the Treasurer shall immediately thereafter list all such unlicensed dogs as shown by the returns in his/her office of township supervisors, city assessors, and Animal ~~Control~~Shelter Manager and shall deliver copies of such list to the Animal ~~Control~~Shelter Manager and the Director of the Michigan Department of Agriculture as well as those officers listed and set forth in Act 339 of the Public Acts of 1919, being 287.277 of the Michigan Compiled Laws (MSA 12.527), as amended.

Section 11.3

The Treasurer shall keep a record of all dog licenses and all kennel licenses issued during the year in each city and township in the County. Such records shall contain the name and address of the person to whom each license is issued. In case of all individual licenses, the records shall also state the breed, sex, age, color, and markings of the dog licensed; and in case of a kennel license, it shall state the place where the kennel is located. The records shall be a public record open to inspection during business hours. The Treasurer shall also keep an accurate record of all license fees collected by him/her or paid over to

him/her by the city and township treasurers or Animal ~~Control~~Shelter Manager.

Section 11.4

In all prosecutions for violation of this Ordinance, the records of the Treasurer's Office, or lack of same, showing the name of owner and the license number to which any license has been issued, and the licensed tag affixed to the collar or harness of the dog showing a corresponding number shall be prima facie evidence of ownership or non-ownership of any dog and of issuance or non-issuance of a dog license or tag.

ARTICLE 12

FEES AND EXPENSES

Section 12.1

Every township and city treasurer of Jackson County, Michigan, shall receive a fee for each dog license issued for the issuing and recording of same. The remuneration as herein established shall be deemed additional compensation for each township or city treasurer who receives a salary in lieu of fees, when so designated by the appropriate township or city council. This fee may be changed from time to time by the Board of Commissioners.

Section 12.2

It shall be the duty of the Animal ~~Control~~Shelter Manager annually to make a census of the number of dogs owned by all persons in Jackson County, Michigan, in accordance with Statutes of the State. The Animal ~~Control~~Shelter Manager is hereby empowered to employ whatever personnel he/she reasonably believes necessary to conduct this census; such personnel shall receive for their services in listing such dogs, such sum as shall be set from time to time by the Board of Commissioners.

Section 12.3

The duties and obligations herein and imposed upon the respective designated officials may be delegated, by each of said officials, to their deputies with like force and effect.

Section 12.4

The fees and expenses as established by this Ordinance may be changed from time to time on or before November 1 of each year

and for subsequent years by action by the Board of Commissioners.

ARTICLE 13

VIOLATIONS AND PENALTIES

Section 13.1

In the event of a violation of this Ordinance, the Animal ~~Control~~Shelter Manager, his/her deputies or other law enforcement officers may issue a citation or seek a warrant for the person in violation, summoning him/her to appear before a district court within the County to answer the charges made regarding violation of this Ordinance.

Section 13.2

Any person, firm or corporation, convicted of violating any of the provisions of this Ordinance, shall be deemed guilty of a misdemeanor and shall be punished by a fine of not more than \$500, or imprisonment in the county jail for not more than 90 days, or community service work, or any combination of these penalties. In addition, court costs shall be levied against the guilty party. Violations of the Dangerous Animals Act, being Act No. 426 of the Public Acts of 1988, as amended, shall be punishable as determined by a court having jurisdiction pursuant to Section 3 of the Act, being Section 287.323 of the Michigan Compiled Laws of 1948 (MSA 12.545(23)).

ARTICLE 14

CONSTRUCTION

Section 14.1

When not inconsistent with the context, words used in the present tense include the future. Words in the singular include the plural and words in the plural include the singular. Masculine shall include the feminine. The word "shall" is always mandatory and not merely directive. Words or terms not defined herein shall be interpreted in the manner of their common meaning. Headings shall be deemed for convenience and shall not limit the scope of any article or section of this Ordinance.

Section 14.2

Where any of the provisions of this Ordinance are in conflict with provisions of any other local Ordinance or State Statutes or regulations, the latter shall prevail.

Section 14.3

When used in this Ordinance, owner shall include agent in control and owner's agent.

ARTICLE 15

REPEAL

Section 15.1

Any Jackson County Ordinance or parts thereof inconsistent with this Ordinance are hereby repealed.

ARTICLE 16

SEVERABILITY

Section 16.1

If any part of this Ordinance shall be held void, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this Ordinance.

PROOF OF PUBLICATION

Published in the Jackson Citizen Patriot.

EFFECTIVE DATE OF ORDINANCE

This Ordinance shall take effect when notice of the adoption of this Ordinance by the Jackson County Board of Commission is published in a newspaper of general circulation in Jackson County. The County Clerk shall file a copy of this Ordinance, with a copy of the publication attached in his office.

ADOPTED this 15 day of October, 1996

AMENDED and ADOPTED this 19 day of September, 2000

AMDENDED and ADOPTED this 19 day of November, 2002

AMDENDED and ADOPTED this 17 day of May, 2005

AMENDED AND ADOPTED THIS 17 day of June 2008

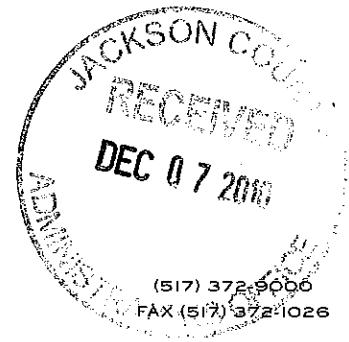
AMENDED AND ADOPTED THIS day of 2011

Proposed changes 201105a

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December 3, 2010



Adam Brown, Deputy Administrator
Jackson County
120 W. Michigan Ave.
Jackson, MI 49201

Attorney/Client Privilege

Re: Proposed Amendments to Animal Control and Protection Ordinance

Dear Mr. Brown:

This is in response to your request for legal review of the proposed amendments to the Jackson County Animal Control and Protection Ordinance.

One of the major proposed amendments to the Ordinance involves removing the Animal Control Officers from the supervision of the Animal Control Manager, and placing them under the direct supervision of the County Sheriff, as set forth in Art. 2 in reference to the definitions of "Animal Control Manager" and "Animal Control Officer." Thus, the duties of the Animal Control Manager would be limited to operating the Animal Shelter, preparing and monitoring the budget, ensuring compliance with appropriate legislation, and supervising the work of employees at the Animal Shelter.

Although the term "Animal Control Manager" has been retained, it appears that some (but not all) of the subsequent references to that term in the Ordinance are proposed to be amended to state "Animal Shelter Manager." However, the term "Animal Shelter Manager" is not a defined term, and the term "Animal Control Manager" remains in numerous other provisions of the Ordinance.

In order to clear up this discrepancy, you may consider one of two options: (1) retain the term "Animal Control Manager," and not amend any of the subsequent references to that term; or (2) change the defined term "Animal Control Manager" to "Animal Shelter Manager," and change all subsequent references to that term accordingly.

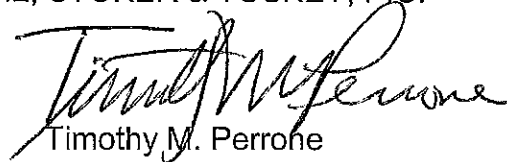
In Art. 4, Sec. 4.4(2), the added language allowing immediate disposition of a dangerous animal is legally appropriate. However, the word "deemed" is misspelled.

We have no objection to the addition of language in Sec. 9.3(1) requiring structures restraining potentially dangerous animals to be constructed in such a way as to prevent a child from gaining access to the animal, nor to the additional requirement in Sec. 9.3(2) mandating liability insurance coverage by an owner of an animal determined to be potentially dangerous by the Court.

Do not hesitate to contact us if you have any questions.

Very truly yours,

COHL, STOKER & TOSKEY, P.C.



Timothy M. Perrohe

TMP/hsk

N:\Client\Jackson\Opinions\Brown re Animal Control Ord Amendments.wpd

MINUTES
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
December 14, 2010
5:00 p.m.
Commission Chambers – 5th Floor Tower Building

1. **CALL TO ORDER** – Chairman Steve Shotwell called the December 14, 2010, Jackson County Board of Commissioners Meeting to order at 5:00 p.m.

2. **INVOCATION** – *by Commissioner Dave Lutchka*

3. **PLEDGE OF ALLEGIANCE** – *by Chairman Steve Shotwell*

4. **ROLL CALL** – *County Clerk Amanda Riska*

(12) Present. Commissioners 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**

- A. **Holiday Music Presentation by the Northwest Kidder Middle School Honors Choir** (*Under the direction of James Cummings*)

- B. **Resolution (12-10.37) Honoring Outgoing Commissioner Earl Poleski**

Moved by Mahoney, supported by Videto to Approve Resolution (12-10.37) Honoring Outgoing Commissioner Earl Poleski. Roll Call: (12) Yeas. Motion carried unanimously.

Resolution (12-10.38) Honoring Outgoing Commissioner Jeffrey Kruse

Moved by Mahoney, supported by Lutchka to Approve Resolution (12-10.38) Honoring Outgoing Commissioner Jeffrey Kruse. Roll Call: (12) Yeas. Motion carried unanimously.

Resolution (12-10.40) Honoring Department of Human Services Director Tanda L. Reynolds

Moved by Mahoney, supported by Way to Approve Resolution (12-10.40) Honoring Department of Human Services Director Tanda L. Reynolds. Roll Call: (12) Yeas. Motion carried unanimously.

Resolution (12-10.41) Honoring Retiring Administrator/Controller Randall W. Treacher

Moved by Mahoney, supported by Kruse to Approve Resolution (12-10.41) Honoring Retiring Administrator/Controller Randall W. Treacher. Roll Call: (12) Yeas. Motion carried unanimously.

7. **COMMUNICATIONS/PETITIONS** – None.

8. **SPECIAL ORDERS/PUBLIC HEARINGS** – None.

9. **PUBLIC COMMENTS**

Ron Markowski introduced the new DHS Director Jerome Colwell.

Chris Janetti provided a Promise Zone update.

Sharon Prine asked the Board to appoint Nancy Seydell to the Parks Board.

Rick Sigers requested that the Board appoint Nancy Seydell to the Parks Board.

Mary Baird endorsed Nancy Seydell for the Parks Board.

Todd Brittain asked the Board to consider Leoni Township for the NSP3 funds. He wished the parting board members luck, and Merry Christmas to everyone.

Nancy Seydell commended the Board and Randy for the City/County Parks merger.

10. **SPECIAL MEETINGS OF STANDING COMMITTEES** – None.

11. **MINUTES** - Minutes of the 11/16/10 Meeting of the Jackson County Board of Commissioners

Moved by Mahoney, supported by Duckham to Approve the Minutes of the 11/16/10 Regular Meeting of the Jackson County Board of Commissioners. Motion carried unanimously.

12. **CONSENT AGENDA**

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

A. County Affairs

1. **Contract with Mead and Hunt for Snow Removal Building and Perimeter Road Design Services**

B. County Agencies

2. **Law Enforcement Services Contract – Sandstone Township**
3. **Add 1 FTE and Budget Associated Costs as Result of Law Enforcement Services Contract – Sandstone Township**

C. Human Services

4. **United Way Partnership Agreement**

5. **Behavioral Risk Factor Survey Funding Request**

6. **Animal Shelter Vet Tech Services Contract**

D. **Personnel & Finance**

7. **Resolution (12-10.39) Restatement of Jackson County Employee's Retirement System Bylaws**

8. **2nd Floor Budget Adjustment and Contract Award**

9. **Elimination of .5 FTE in Department on Aging and .5 FTE in Health Department to Facilitate the Sharing of an Account Clerk Position**

10. **Budget Adjustments**

- a. Parks
- b. Youth Center
- c. Health Department
- d. General Fund

E. **Other Business**

11. **Claims dated 11/1/10 – 11/30/10**

13. **STANDING COMMITTEES**

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

1. **Airport** – one public member, term to 12/2012

Cmr. Lutchka stated that the committee recommended Steve Wellman. No other nominations from the floor. **Steve Wellman appointed.**

2. **Department on Aging Advisory Council** – eight public members, terms to 12/2012

Cmr. Lutchka stated that the committee recommended Diane Derby, Donald Peterson, Nancy Seydell, Sharon Best, Barbara McClure, Howard Griffis, Tina Gross, and Michael Butchart. No other nominations from the floor. **Diane Derby, Donald Peterson, Nancy Seydell, Sharon Best, Barbara McClure, Howard Griffis, Tina Gross, and Michael Butchart appointed.**

3. **Fair** – one public member, term to 12/2013

Cmr. Lutchka stated that the committee recommended Tom Finco. No other nominations from the floor. **Tom Finco appointed.**

4. **Hospital Finance Authority** – four public members, terms to 12/2011

Cmr. Lutchka stated that the committee recommended Karen Coffman, Tony Samon, Randy Treacher, and Jason Valente. No other nominations from the floor. ***Karen Coffman, Tony Samon, Randy Treacher, and Jason Valente appointed.***

5. **Parks** – two public members, terms to 12/2013

Cmr. Lutchka stated that the committee recommended Russ Youngdahl and Jason Valente. Cmr. Videto nominated Nancy Seydell. Roll Call: (7) Youngdahl. Cmr. Lutchka, Kruse, Duckham, Poleski, Mahoney, Williams, and Shotwell. (2) Valente. Cmr. Way and Elwell. (3) Seydell. Cmr. Herl, Videto, Smith. ***Russ Youngdahl appointed.***

Roll Call: (8) Valente. Cmr. Lutchka, Kruse, Duckham, Poleski, Williams, Way, Elwell, and Shotwell. (4) Seydell. Cmr. Herl, Videto, Mahoney, and Smith. ***Jason Valente appointed.***

6. **Region 2 Planning Commission** – one public member, term to 12/2013

Cmr. Lutchka stated that the committee recommended Leland Prebble. No other nominations from the floor. ***Leland Prebble appointed.***

7. **Road Commission** – one public member, term to 12/2016

Cmr. Lutchka stated that the committee recommended Michael Jones. No other nominations from the floor. ***Michael Jones appointed.***

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

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

1. **Neighborhood Stabilization Program 3 (NSP3)**

Moved by Way, supported by Mahoney **to Approve the Neighborhood Stabilization Program 3 (NSP3) for Leoni Township.** Roll Call: (9) Yeas. Cmr. Herl, Lutchka, Kruse, Duckham, Videto, Shotwell, Mahoney, Williams, and Way. (3) Nays. Cmr. Poleski, Smith, and Elwell. Motion carried.

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

14. **UNFINISHED BUSINESS** – None.

15. **NEW BUSINESS**

A. **Resolution (12-10.42) Appointing an Interim Administrator/Controller and to Hire a Search Firm for a Permanent Replacement**

Moved by Mahoney, supported by Way to Approve Resolution (12-10.42) Appointing an Interim Administrator/Controller and to Hire a Search Firm for a Permanent Replacement. Roll Call: (12) Yeas. Motion carried unanimously.

B. Approve the Resource Recovery Facility (RRF) 2011 Enterprise Fund Budget

Moved by Herl, supported by Kruse to Approve the Resource Recovery Facility (RRF) 2011 Enterprise Fund Budget. Motion carried unanimously.

16. PUBLIC COMMENTS

Todd Brittain thanked the Board members who supported Leoni Township.

Ishwar Laxminarayan bid goodbye to Randy Treacher and Earl Poleski.

17. COMMISSIONER COMMENTS

Gail Mahoney expressed gratitude to Randy Treacher and wished Earl good luck.

Jeff Kruse thanked the Board for being able to serve and thanked employees and the Board Chairman.

Jim Videto expressed pleasure to serve with the Board.

Dave Lutchka thanked everyone for attending and thanked the employees.

Jon Williams said it was a pleasure to serve on the Board.

Dave Elwell wished everyone a Merry Christmas.

Mike Way thanked the departing commissioners and thanked Randy.

Earl Poleski voted no on NSP3 to support Elwell and Blackman Township. He thanked the Board members and Townships and spoke about his role in Lansing.

Pat Smith said goodbye to the outgoing commissioners and Randy. She congratulated the Road Commission on their float.

Cliff Herl thanked Randy and all outgoing commissioners.

Phil Duckham said goodbye to departing commissioners and Randy Treacher.

Steve Shotwell thanked Kruse for putting the Board first and thanked Poleski for his work and friendship. He thanked Randy for all his hard work during his career.

18. CLOSED SESSION – None.

19. **ADJOURNMENT**

Chairman Shotwell adjourned the December 14, 2010 Meeting of the Jackson County Board of Commissioners at 6:33 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

COUNTY OF JACKSON POLICY MANUAL

BOARD RULES

POLICY NO. 4040

ARTICLE IV AGENDA

Section 4.1 The agenda shall be prepared and distributed to members prior to any regular meeting. The time frame for distribution shall be 2 days prior to the scheduled meeting (not counting weekends and holidays).

Section 4.2 The agenda of the Board shall be as follows:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda (Additions and deletions as proposed by the Administrator/Controller or Board Chairman to 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. Consent Agenda **(roll call)**
 - A. Minutes
 - B. Standing Committee Items ~~(not requiring a roll call vote)~~
 - C. Claims
 - D. Other Items (as presented by Administrator/Controller or Board Chairman)
12. Standing Committees
 - A. ~~County Affairs~~County Policy C. Human Services
 - B. County Affairs & Agencies D. Personnel & Finance
13. Unfinished Business
14. New Business
15. Public Comment
16. Commissioner Comments (individual Commissioners will be given an opportunity to address the Board at this time)
17. Closed Session (if convened by the Board) (roll call)
18. Adjournment

Section 4.3 All communications and petitions received at a meeting from the general public shall be received only by a majority vote of the Board. Communications and Petitions shall be presented by the County Clerk and distribution of written materials shall be provided.

COUNTY OF JACKSON POLICY MANUAL

BOARD RULES

POLICY NO. 4040

ARTICLE IV (Continued) AGENDA

Section 4.4 Special Orders may be scheduled by the Board Chairperson or through action of Standing Committees.

Section 4.5 Members of the public desiring to address the Board shall follow the established public comment rules. (Also see Section 5.8 for additional opportunities to address the Board.)

1. Each individual will state their name.
2. There will be a five (5) minute time limit when an individual addresses the Board under Public Comment at the opening of the meeting. An individual may only address the Board once under this section of the agenda.
3. There will be a three (3) minute limit when an individual addresses the Board under Public Comment prior to the close of the meeting. An individual may only address the Board once under this section of the agenda.
4. Members of the Board of Commissioners may not address the Board during Public Comments.

Section 4.6 Public hearings shall be advertised in a newspaper of general circulation. It shall be held as advertised. There will be no distribution of written communications of material without formal acceptance by the Board. The Chairperson shall open the public hearing. Following the opening of the hearing, any formal presentation or administrative comment shall be presented through the Administrator/Controller or designee. The Chairperson shall authorize any comments from the public. All comments from the public shall be directed to the Chairperson or may be redirected with permission of the Chairperson. Following public comment, a motion to close by the Board shall be in order. Board discussion on the item will immediately follow the public hearing unless otherwise suggested or restricted.

Section 4.7 Any item not requiring a roll call vote may be listed under the Consent Agenda. Consent Agenda items will be listed according to the Standing Committee order. Any County Commissioner has the authority to remove an item(s) from the Consent Agenda and the item(s) will be considered under the appropriate Standing Committee report, and voted on separately.

COUNTY OF JACKSON POLICY MANUAL

BOARD RULES

POLICY NO. 4070

ARTICLE VII COMMITTEES

Section 7.1 The following shall be the regular Standing Committees of the Board.

A. County Policy – It shall be the duty of this committee to work in conjunction with the Administrator/Controller or his/her designee to ensure that county policies and ordinances are current and adequate to meet the needs of the organization. In carrying out this responsibility, the committee will review and revise existing policies and direct the Administrator/Controller to draft new policies where appropriate for eventual adoption. Policies may be initiated by staff, the Policy Committee, or the Board of County Commissioners. Final adoption of policies will be made by the Policy Committee and Board of County Commissioners.

AB. County Affairs & Agencies – It shall be the duty of this committee to work in conjunction with the Administrator/Controller or his/her designee to ensure adequate and full implementation and administration of Board policy affecting various County departments, offices, and agencies with which the Committee serves as liaison. The Committee acts as liaison to the following County departments, offices, and agencies: Equalization, Register of Deeds, Remonumentation, Drain Commissioner, Board of Public Works, Fair, Parks, Airport, Region 2 Planning Commission, **and Road Commission**. In addition, the Committee shall recommend appointments to the full Board, unless this authority is vested with another official or committee.

~~B. County Agencies~~ – ~~It shall be the duty of this committee to work in conjunction with the Administrator/Controller or his/her designee to ensure adequate and full implementation and administration of Board policy affecting various County departments, offices, and agencies with which the Committee serves as liaison.~~ The Committee also acts as liaison to the following County departments, offices, and agencies: Circuit /Family/Probate Court, Jury Commission, District Court, Friend of the Court, Public Elections, County Clerk, Prosecuting Attorney, Sheriff, Animal Control, Livestock Claims, Law Library, Child Care Fund, Enterprise Group, Chamber of Commerce, Economic Development Corporation, Brownfield Redevelopment Authority.

C. Human Services - It shall be the duty of this committee to work in conjunction with the Administrator/Controller or his/her designee to coordinate all human service s in the County and to ensure adequate and full implementation and administration of Board policy affecting various County departments, offices, and agencies with which the Committee serves as liaison. The Committee acts as the Board of Health for the Health Department and acts as liaison to the following County departments, offices, and agencies: Guardian, MSU Extension, Medical Examiner, Department on Aging, Veteran's Affairs, Health Department, Michigan Department of Human Services, LifeWays, Region II Area Agency on Aging, Mid-South Substance Abuse

COUNTY OF JACKSON POLICY MANUAL

BOARD RULES

Commission.

Adopted 12/19/00—
Revised 04/19/05, 06/20/06, 1/16/07, 4/17/07

POLICY NO. 4070

ARTICLE VII (Continued) COMMITTEES

D Personnel and Finance – It shall be the duty of this committee to study and recommend to the Board a budget for County operating expenses as well as all appropriations and transfers out. This committee will study and recommend to the Board all budget adjustments and personnel changes. It shall be the duty of this committee to work in conjunction with the Administrator/Controller or his/her designee to ensure adequate and full implementation and administration of Board policy affecting various County departments, offices, and agencies with which the Committee serves as liaison. The Committee acts as liaison to the following County departments, offices, and agencies: Board of Commissioners, Administrator/Controller, Administrative Services, County Treasurer, Information Technology, Facilities/Fleet, Health Insurance, and Miscellaneous Expenses.

Section 7.2 Each Board member, except the Chairman and the Vice Chairman, shall serve on at least two (2) Standing Committees. The Chairman and Vice Chairman shall serve as ex-officio members of each Standing Committee.

Section 7.3 Standing Committee agendas and supporting information, when available, will be prepared and placed in Committee member's mail boxes two (2) days prior to Committee meetings.

Section 7.4 In the absence of a Standing Committee Chair at a Personnel and Finance Committee meeting, the Vice-Chair of the respective Standing Committee shall be eligible to vote.

Section 7.5 The Chairperson or Vice-Chairperson of the Board of Commissioners is a voting member of all Standing Committees of the Board only in the absence of a quorum or to break a tie vote. The Chair and/or Vice-Chair shall be allowed to vote in sequence (Chair and Vice-Chair) to satisfy a quorum.

COUNTY OF JACKSON POLICY MANUAL

BOARD RULES

Adopted 12/19/00 —
Revised 04/19/05, 06/20/06, 1/16/07, 4/17/07

POLICY NO. 4070

ARTICLE VII (Continued) COMMITTEES

Section 7.6 Members of the public desiring to address the Committee shall follow the established public comment rules.

1. Each individual will state their name.
2. There will be a five (5) minute time limit when an individual addresses the Committee under Public Comment at the Opening of the meeting. Individuals may only address the Committee once under this section.
3. There will be a three (3) minute limit when an individual addresses the Committee under Public Comment prior to the close of the meeting. Individuals may only address the Committee once under this section.

Section 7.7

1. Any Commissioner not serving on the Committee desiring to speak to the Committee shall be entitled to do so upon recognition by the Committee Chairperson.
 2. County staff may address the Committee upon recognition by the Committee Chairperson.
-

COUNTY OF JACKSON POLICY MANUAL

BOARD RULES

Adopted 12/19/00
Revised 04/19/05, 06/20/06, 1/16/07, 4/17/07

COUNTY OF JACKSON POLICY MANUAL

BOARD RULES

POLICY NO. 4080

ARTICLE VIII ORDER OF SUCCESSION

In order to provide for the orderly conduct of County Government in the event that the Chairperson is unavailable due to absence, illness, or death, the line of succession to the position of Chairperson of the Board of Commissioners and the designee assigned to affix his or her signature to contracts, bonds, and other documents requiring the signature of the Chairperson, until the election of a new Chairperson if necessary, shall be as follows.

- A. Vice-Chairperson
- B. Chairperson of the Personnel and Finance Committee
- C. Chairperson of the County Affairs & Agencies Committee
- ~~D. Chairperson of the County Agencies Committee~~
- E. Chairperson of the Human Services Committee
- E. Chairperson of the County Policy Committee

***COUNTY OF JACKSON
POLICY MANUAL***

BOARD RULES

Revised 06/20/06

COUNTY OF JACKSON POLICY MANUAL

BOARD RULES

POLICY NO. 4090

ARTICLE IX APPOINTMENTS TO BOARDS/COMMISSIONS

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

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

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

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

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

COUNTY OF JACKSON POLICY MANUAL

BOARD RULES

POLICY NO. 4090

ARTICLE IX (Continued) APPOINTMENTS TO BOARDS/COMMISSIONS

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

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

Section 9.8

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

***COUNTY OF JACKSON
POLICY MANUAL***

BOARD RULES

RESOLUTION (1-11.5)
AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS
CHAIR, James E. Shotwell Jr., TO SIGN MDOT CONTRACT
#2010-0084,

**Development of Engineering Plans for Construction of a Snow Removal Equipment Facility (SRE),
and Development of Engineering Plans for SRE Site Work and Access Road Construction**

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

WHEREAS, Because of FAA Runway Safety Requirements, a new Runway 7-25 will be constructed and requires construction design of a replacement Snow Removal Equipment (SRE) Facility, plus airport perimeter access road and SRE site engineering.

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

WHEREAS, Grant funds in the amount of \$280,000 were allocated by the Michigan Bureau of Aeronautics and Freight Services with an allocation of \$252,000 State and \$28,000 Local match amounts are required to fund these activities; and

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

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

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

James E. Shotwell, Jr., Chairman
January 18, 2011

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on January 18, 2011 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____



J X N


Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

December 28, 2010

TO: Adam Brown, Interim Administrator/Controller

FROM: Kent Maurer, Airport Manager 

RE: MDOT-Aeronautics Sponsor Contract #2011-0084 to Design a New Snow Removal Equipment (SRE) Facility; Design a New Airport Perimeter Road; and, Design the SRE Facility Site

Requested action: Agenda Item for County Board of Commissioners to Approve MDOT Sponsor contract and Resolution

Generated Income: \$252,000

Funding: State = \$252,000 Local = \$28,000*
*Runway Public Improvement Fund

Background: Continuation of the Runway 7-25 Safety Project will require Construction of a new (replacement) Snow Removal Equipment Facility, airport perimeter access road and SRE site and this MDOT grant will fund the DESIGN of these three items.

Recommendation: Approve the sponsor contract and resolution

Attachments: MDOT Sponsor contract excerpts and draft resolution

NOTES: This item has been submitted for approval ahead of the Airport Board review to expedite the approval process.

RESOLUTION ()
AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS
CHAIR, James E. Shotwell Jr. TO SIGN MDOT CONTRACT
#2010-0084,

**Development of Engineering Plans for Construction of a Snow Removal Equipment Facility (SRE),
and Development of Engineering Plans for SRE Site Work and Access Road Construction**

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WHEREAS, Because of FAA Runway Safety Requirements, a new Runway 7-25 will be constructed and requires construction design of a replacement Snow Removal Equipment (SRE) Facility, plus airport perimeter access road and SRE site engineering.

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

WHEREAS, Grant funds in the amount of \$280,000 were allocated by the Michigan Bureau of Aeronautics and Freight Services with an allocation of \$252,000 State and \$28,000 Local match amounts are required to fund these activities; and

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

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

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

James E. Shotwell, Jr., Chairman
January 18, 2011

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on January 18, 2011 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

December 22, 2010

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

Dear Mr. Maurer:

SUBJECT: Jackson County-Reynolds Field
Jackson, Michigan
State/Local
MDOT Contract No. 2011-0084

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

- _____ **PLEASE DO NOT DATE THE CONTRACTS.** MDOT will date the contracts when they are executed. (A contract is **not** executed unless both parties have signed it.)
- _____ Secure the necessary signatures on **both** contracts.
- _____ **Include a certified resolution/authorization that specifically names the official(s) authorized to sign the contract.** One must be submitted for **each** contract even though you may have submitted one to us in the past.
- _____ If applicable, please provide any credit documentation to the project manager as soon as possible.
- _____ Return **both** copies of the contract to my attention at the address below for execution by MDOT. In order to meet the scheduled project start date and/or timely processing of project costs, **please return the contract by January 20, 2011.** One fully executed contract will be forwarded to you.

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

Sincerely,

Susan Panetta, Contract Administrator
Bureau of Aeronautics and Freight Services

Enclosures

cc: Amanda Hopper
File
DAB 1-18-11

MICHIGAN DEPARTMENT OF TRANSPORTATION
JACKSON COUNTY BOARD OF COMMISSIONERS
CONTRACT FOR A STATE/LOCAL
AIRPORT PROJECT

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and Jackson County Board of Commissioners, hereinafter referred to as the "SPONSOR," for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at Jackson County-Reynolds Field, whose associated city is Jackson, Michigan, hereinafter referred to as the "PROJECT," described in detail in Exhibit 1, dated December 17, 2010, attached hereto and made a part hereof.

PROJECT DESCRIPTION: Develop engineering plans for the construction of a snow removal equipment (SRE) facility, including site work and access road. This work is further defined in Contract No. M 38-01-C71.

WITNESSETH:

NOW, THEREFORE, the parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 14, attached hereto and made a part hereof. 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. Pledge sufficient funds to meet its obligations as outlined in this Contract.
3. 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. The SPONSOR will comply with the provisions of 1951 PA 51; MCL 247.660h; MSA 9.1097 (10i).
 - c. The SPONSOR will maintain the RECORDS for at least three (3) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to the 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.
4. Provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, 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 three (3) years from the date of final payment.
5. In the performance of the PROJECT, by itself, by a subcontractor, or by anyone acting on its behalf, the SPONSOR agrees that it will comply with any and all state, federal, and applicable local 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 DEPARTMENT WILL:

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

IT IS FURTHER AGREED:

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

	Dollar Amount
Maximum DEPARTMENT Share	\$252,000.00
SPONSOR Share.....	<u>\$28,000.00</u>
Estimated PROJECT COST	\$280,000.00

8. The PROJECT COST will be met in part by contributions from the DEPARTMENT. The DEPARTMENT funds will be applied to the PROJECT COST at a rate of 90% for those items eligible for state participation, in an amount not to exceed the maximum obligation shown in Section 7 or the revised maximum obligation set forth in a budget letter, as set forth in Section 10, as applicable. Any items of PROJECT COST not funded with 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.

9. The SPONSOR agrees 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.
10. The PROJECT COST shown in Section 7 includes the maximum obligation of DEPARTMENT funds under this Contract. The maximum obligation of DEPARTMENT funds may be adjusted to an amount less than the maximum amount shown in Section 7 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 the Airports Division of the Bureau of Aeronautics and Freight Services.

A budget letter may also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations set forth in Section 7. If the PROJECT COST exceeds the maximum obligations shown in Section 7, the PROJECT scope will have to be reduced or a written amendment to this Contract will have to be awarded by the parties to provide additional funds before the work is started.

11. 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.

The DEPARTMENT will not participate in the PROJECT COST incurred on the canceled portions of the PROJECT, and Section 8 will not be construed to require the DEPARTMENT's participation in the canceled portion.

12. Payment of or reimbursement to the SPONSOR of any cost by the DEPARTMENT will not constitute a final determination by the DEPARTMENT of the allowability of such cost and will not constitute a waiver by the DEPARTMENT of any violation of the terms of this Contract committed by the SPONSOR. The DEPARTMENT will make final determination as to allowability only after final audit of the PROJECT.
13. All agreements and/or contracts or supply requisitions involving DEPARTMENT funds will comply with Title 49, CFR Part 18, incorporated herein by reference as if the same were repeated in full herein.
14. 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.

15. This Contract will be in effect from the date of award through twenty (20) years. Any change to the term of this Contract will be by award of a prior written amendment to this Contract by the parties.
16. Any approvals, 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 are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract, and that such approvals are a governmental function incidental to the grant that is the subject of this Contract.

Any approvals, reviews, and inspections by the DEPARTMENT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, reviews, and inspections provided 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.

17. 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, as amended, being Title 42 USC Section 1971, 1975a-1975d, and 2000a-2000h-6, 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.

18. 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) 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.
19. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the parties to the contract that is the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in pursuing the resolution of any dispute and/or litigation will be the responsibility of the SPONSOR.
20. 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 the contract without their specific consent and notwithstanding their concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
21. 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.

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 case of any discrepancies between the body of this Contract and any exhibit(s) hereto, the body of the Contract will govern.

24. 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, and with the approval of the State Administrative Board.

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

JACKSON COUNTY BOARD OF COMMISSIONERS

BY: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
Title: Department Director

EXHIBIT 1

JACKSON COUNTY-REYNOLDS FIELD JACKSON, MICHIGAN

Project No. State/Local
Contract No. M 38-01-C71

12/17/10

	Federal	State	Local	Total
ADMINISTRATION	\$0	\$900	\$100	\$1,000
DEPARTMENT-AERO	\$0	\$900	\$100	\$1,000
ENVIRONMENTAL	\$0	\$0	\$0	\$0
DESIGN	\$0	\$251,100	\$27,900	\$279,000
Snow Removal Equipment Building including site work and access road	\$0	\$244,602	\$27,178	\$271,780
AERO - DESIGN	\$0	\$6,498	\$722	\$7,220
CONSTRUCTION	\$0	\$0	\$0	\$0
CONTINGENCIES	\$0	\$0	\$0	\$0
TOTAL PROJECT BUDGET	\$0	\$252,000	\$28,000	\$280,000

MAC Transfer: 11/17/10



Jackson County ADMINISTRATOR/CONTROLLER

Adam J. Brown, Interim Administrator/Controller

TO: County Affairs & Agencies Committee
Board of County Commissioners

FROM: Adam J. Brown
Interim Administrator/Controller

SUBJECT: Court Appointed Services Contract

DATE: December 29, 2010

Motion Requested

The (County Affairs & Agencies Committee or Board of County Commissioners) approves the selection of the attached contracts for Court appointed services in the Circuit Court for the remainder of 2011 and all of 2012. 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 \$100,000 of professional liability coverage per claim.

I. Background

- A. The contracts for the 4th Circuit Court court-appointed services expired on December 31, 2010.
- B. In cooperation with the 4th Circuit Court, the County Administrator/Controller's Office agreed to take over solicitation of these services with the understanding that the 4th Circuit Court Probate Judge would provide an assessment of professional qualifications.
- C. On December 3rd the County Administrator's Office released a request for proposals (RFP) for the court appointed services contract for the remainder of 2011 and the entire 2012 year.
- D. The RFP was structured under two categories.
 - 1. **Category A** - Representing individuals who are subject to a commitment for involuntary proceedings including consulting with the individual at Allegiance Health (or other appropriate location) to determine if they want a contested hearing, completing requests to defer for those who want to consent to treatment, and representing the individual at any required or requested contested hearing including a jury trial.

2. **Category B** – Representing defendants who request a court-appointed attorney for a PPO Violation, Paternity, or Child Support Contempt Hearing.

II. Current Situation

- A. We received 4 proposals for Category A:

Attorney

Jennifer Ward
Christopher Hurlburt
Jennifer B. Lamp
Richard C. Mills

Firm

Jennifer L. Thompson PLLC
Brown, Raduazo & Hilderly, PLLC
Jennifer B. Lamp
Richard C. Mills, PLC

- B. We received 6 proposals for Category B:

Attorney

Timothy M. Williams
Michael J. Kelly
Brian T. Hilderley
Michael K. Falahee
Jennifer B. Lamp
Allison Bates

Firm

Timothy Williams
Kelly Law Offices
Brian T. Hilderley
Michael Falahee
Jennifer B. Lamp
Brandt & Dehncke PLLC

- C. The 4th Circuit Court Probate Judge has reviewed the proposals and has recommended the following attorneys be awarded contracts.

1. Category A

Firm/Attorney	Caseload	Price
Christopher Hurlburt	100%	\$18,000

2. Category B

Firm/Attorney	Caseload	Price
Allison Bates	50%	\$100 per case
Michael Falahee	50%	\$125 per case

III. Analysis

- A. The structure of the proposed contract and the recommended awardees should not represent any material change in expenses from the previous contract.

- B. The waiver of liability insurance causes some reason for concern, however, this level of insurance has been used for several contracts prior to the Board increasing the required amount of coverage over the past two years.
- C. The Chief Circuit Court Judges have requested that the County Affairs & Agencies Committee and Board of County Commissioners wave County Policy 5100 which requires contractors working for the County of Jackson to carry \$1,000,000 in general liability insurance. The Court believes that \$100,000 in professional liability insurance, which is what has been required in the years past, will be sufficient to protect the county from harm.

IV. Recommendation

The County Administrator/Controller recommends that the (County Affairs & Agencies Committee or Board of County Commissioners) approve the selection of the attached contracts for Court appointed services in the Circuit Court for the remainder of 2011 and all of 2012. Furthermore the County Administrator/Controller recommends that the Board of County Commissioners wave the requirement under County Policy 5100 to have \$1,000,000 of general liability insurance coverage in lieu of \$100,000 of professional liability coverage per claim.

Attachments:

Email From Tammy Bates: Recommendation from Circuit Court
Contract with Hurlburt
Contract with Falahee
Contract with Bates



Agreement to Provide Court-Appointed Attorney Services in Probate Court

This Agreement is a result of the County's Request for Proposals and the accepted Proposals of attorneys.

Attorney: I AGREE:

1. Be members of the State Bar of Michigan.
2. Be competent to handle the type of case assigned.
3. Have professional liability insurance of \$100,000 per claim.
4. Maintain and monitor a fax machine.
5. Maintain and monitor an e-mail address.
6. Have Internet access to check the Court schedule.
7. Provide the Court with cell phone numbers unless they have full-time secretarial staff.
8. Comply with all Court Rule and Statutory requirements for handling the cases.
9. Report any conflict of interest immediately to the Chief Judge in writing.
10. Able to practice regularly in front of all five Circuit Judges without requiring the disqualification of the assigned judge.

Term of Agreement: The term of this agreement is from January 19, 2011 to December 31, 2012.

Unless this contract is extended, new appointments will not be made after the expiration of this term. The attorney will be expected to complete the cases that were made during the term of this contract even if those cases extend beyond the closing date for assignment of new cases.

Backup:

The attorney participating on the contract is required to have an attorney who will provide backup when the attorney is unavailable. The approved backups are Alfred P. Brandt and Susan M. Dehncke. A substituted backup shall be approved by the Chief Circuit Court Judge in advance.

Replacement of Attorney:

If any attorney is unable to accept an assignment or to complete an assignment due to a conflict of interest, the attorney will not be paid for handling the case.

Scope of Work:

The attorney will represent defendants who request a court-appointed attorney for a PPO Violation, Paternity, or Child Support Contempt Hearing. Work would not include modifying or setting aside the PPO, but simply the issue of whether the defendant is in contempt. Paternity cases would involve the issue of whether the Defendant is the father, but would not involve representing the Defendant on custody, support or parenting time. Child Support cases would not include modifying custody, parenting time or support, but be limited to the issue of whether the defendant is in contempt of Court for failing to pay child support. Attorneys will be expected to complete the work on any appointments made during the term of this agreement, even if the actual hearing is held after the expiration of this agreement.

The attorney will not be required to appeal any final Order.

Fee for Service:

The attorney shall be compensated at the rate of \$125 per case. The attorney will receive 50% of the court-appointed cases per year.

Additional Expenses:

The attorney shall bill the Court for actual out-of-pocket costs for transcripts, mileage, witness fees, and service of process. Costs for experts must be pre-approved by the assigned judge and any other unusual expense for more than \$100 must be approved by the assigned Judge (i.e. extensive medical records, investigation costs, etc.)

Billing and Reporting

The attorney is expected to submit a monthly bill which will be paid in the Court's next regular billing cycle. Bills are expected to be submitted within 28 days of completion of the work.

Bills for any additional expenses covered by this agreement must be submitted within 28 days of completion of the work. Any disputes about billing or assignment of cases will be initially decided by Court Administration and then the Chief Circuit Judge; and a final, binding decision, if requested, will be made by the same committee who decide issues on ability and qualifications.

Parking Permits

Each participating attorney will receive a parking permit from the County of Jackson for the South Courthouse parking lot, to be used only while on business for this agreement.

Subcontracting

The attorney may not subcontract their obligation without approval of the Chief Judge. Any new attorney associated with the attorney who has an accepted proposal must be approved by the Chief Judge.

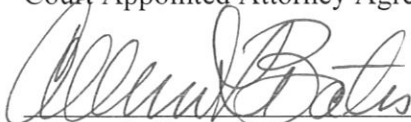
Termination

The Court and any Attorney may terminate this contract on 28 days written notice. The Court may terminate an Attorney from an individual case if the firm is not adequately representing the Defendant or Respondent in the opinion of the assigned judge. Attorneys will complete any case outstanding at the termination of this Agreement.

Hon. Diane M. Rappleye, Chief Probate Judge

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

Court Appointed Attorney Agreement



Allison L. Bates



Agreement to Provide Court-Appointed Attorney Services in Probate Court

This Agreement is a result of the County's Request for Proposals and the accepted Proposals of attorneys.

Attorney: I AGREE:

1. Be members of the State Bar of Michigan.
2. Be competent to handle the type of case assigned.
3. Have professional liability insurance of \$100,000 per claim.
4. Maintain and monitor a fax machine.
5. Maintain and monitor an e-mail address.
6. Have Internet access to check the Court schedule.
7. Provide the Court with cell phone numbers unless they have full-time secretarial staff.
8. Comply with all Court Rule and Statutory requirements for handling the cases.
9. Report any conflict of interest immediately to the Chief Judge in writing.
10. Able to practice regularly in front of all five Circuit Judges without requiring the disqualification of the assigned judge.

Term of Agreement: The term of this agreement is from January 19, 2011 to December 31, 2012.

Unless this contract is extended, new appointments will not be made after the expiration of this term. The attorney will be expected to complete the cases that were made during the term of this contract even if those cases extend beyond the closing date for assignment of new cases.

Backup:

The attorney participating on the contract is required to have an attorney who will provide backup when the attorney is unavailable. The approved backups are Eric White and Ken Hotchkiss. A substituted backup shall be approved by the Chief Circuit Court Judge in advance.

Replacement of Attorney:

If any attorney is unable to accept an assignment or to complete an assignment due to a conflict of interest, the attorney will not be paid for handling the case.

Scope of Work:

The attorney will represent defendants who request a court-appointed attorney for a PPO Violation, Paternity, or Child Support Contempt Hearing. Work would not include modifying or setting aside the PPO, but simply the issue of whether the defendant is in contempt. Paternity cases would involve the issue of whether the Defendant is the father, but would not involve representing the Defendant on custody, support or parenting time. Child Support cases would not include modifying custody, parenting time or support, but be limited to the issue of whether the defendant is in contempt of Court for failing to pay child support. Attorneys will be expected to complete the work on any appointments made during the term of this agreement, even if the actual hearing is held after the expiration of this agreement.

The attorney will not be required to appeal any final Order.

Fee for Service:

The attorney shall be compensated at the rate of \$125 per case. The attorney will receive 50% of the court-appointed cases per year.

Additional Expenses:

The attorney shall bill the Court for actual out-of-pocket costs for transcripts, mileage, witness fees, and service of process. Costs for experts must be pre-approved by the assigned judge and any other unusual expense for more than \$100 must be approved by the assigned Judge (i.e. extensive medical records, investigation costs, etc.)

Billing and Reporting

The attorney is expected to submit a monthly bill which will be paid in the Court's next regular billing cycle. Bills are expected to be submitted within 28 days of completion of the work.

Bills for any additional expenses covered by this agreement must be submitted within 28 days of completion of the work. Any disputes about billing or assignment of cases will be initially decided by Court Administration and then the Chief Circuit Judge; and a final, binding decision, if requested, will be made by the same committee who decide issues on ability and qualifications.

Parking Permits

Each participating attorney will receive a parking permit from the County of Jackson for the South Courthouse parking lot, to be used only while on business for this agreement.

Subcontracting

The attorney may not subcontract their obligation without approval of the Chief Judge. Any new attorney associated with the attorney who has an accepted proposal must be approved by the Chief Judge.

Termination

The Court and any Attorney may terminate this contract on 28 days written notice. The Court may terminate an Attorney from an individual case if the firm is not adequately representing the Defendant or Respondent in the opinion of the assigned judge. Attorneys will complete any case outstanding at the termination of this Agreement.

Hon. Diane M. Rappleye, Chief Probate Judge

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

Court Appointed Attorney Agreement



Michael Falahee



Agreement to Provide Court-Appointed Attorney Services in Probate Court

This Agreement is a result of the County's Request for a Proposal and the accepted Proposal of the attorney.

Attorney: I AGREE to:

1. Be a member of the State Bar of Michigan.
2. Be competent to handle the type of case assigned.
3. Have professional liability insurance of \$100,000 per claim.
4. Maintain and monitor a fax machine.
5. Maintain and monitor an e-mail address.
6. Have Internet access to check the Court schedule.
7. Provide the Court with cell phone numbers unless they have full-time secretarial staff.
8. Comply with all court rule and statutory requirements for handling the cases.
9. Report any conflict of interest immediately to the Chief Judge in writing.
10. Able to practice regularly in Probate Court without requiring the disqualification of the assigned judge.

Term of Agreement: The term of this agreement is from January 19, 2011 to December 31, 2012.

Unless this contract is extended, new appointments will not be made after the expiration of this term. The attorney will be expected to complete the cases that were made during the term of this contract even if those cases extend beyond the closing date for assignment of new cases.

Backup:

The attorney participating on the contract is required to have an attorney who will provide backup when the attorney is unavailable. The approved backup is Ivan Brown. A substituted backup shall be approved by the Chief Probate Judge in advance.

Replacement of Attorney:

If attorney is unable to accept an assignment or to complete an assignment due to a conflict of interest, the attorney will not be paid for handling the case.

Last Revised on December 23, 2010

H:\ABrown\Circuit Court\Public Defender Contract\Family Probate Applicants\Family Probate Contract 2011 2012
Hurlburt.docx

Scope of Work:

The attorney agrees to represent individuals who are subject to a commitment for involuntary proceedings including consulting with the individual at Allegiance Health (or other appropriate location) to determine if they want a contested hearing, completing requests to defer for those who want to consent to treatment, and represent the individual at any required or requested contested hearing including a jury trial. Most hearings will be conducted at Allegiance Health at 8:00 a.m. on Wednesday and Friday. There are also hearings held in Judge Rappleye's courtroom on other days. Most hearings in Judge Rappleye's court are on Friday at 1:30 p.m. Little notice is given. (This does not include representing individuals whose hearings are held outside of Jackson County.) The attorney will be expected to complete the work on any appointments made during the term of this agreement even if the actual hearing is held after the expiration of this agreement.

The attorney will not be required to appeal any final Order.

Fee for Service:

The attorney will be compensated at a rate of \$18,000 annually.

Additional Expenses:

The attorney will bill the Court for actual out-of-pocket costs for transcripts, mileage, witness fees, and service of process. Costs for experts must be pre-approved by the assigned judge and any other unusual expense for more than \$100 must be approved by the assigned Judge (i.e. extensive medical records, investigation costs, etc.)

Billing and Reporting

The attorney will be paid \$1,500 per month (1/12 of the contract amount).

Bills for any additional expenses covered by this agreement must be submitted within 28 days of completion of the work. Any disputes about billing or assignment of cases will be initially decided by Court Administration and then the Chief Probate Judge. A final, binding decision, if requested, will be made by the same committee who decide issues on ability and qualifications.

Parking Permits

The attorney will receive a parking permit from the County of Jackson for the South Courthouse parking lot to be used only while on business for this agreement.

Subcontracting

The attorney may not subcontract their obligation without approval of the Chief Judge. Any new attorney associated with the attorney who has an accepted proposal must be approved by the Chief Judge.


Termination

The Court and the attorney may terminate this contract on 28 days written notice. The Court may terminate attorney from an individual case if the attorney is not adequately representing the client in the opinion of the assigned judge. The attorney will complete any case outstanding at the termination of this Agreement.

Hon. Diane M. Rappleye, Chief Probate Judge

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

Court Appointed Attorney Agreement



Christopher M. Hurlburt

RESOLUTION (01-11.4)
Authorizing the Jackson County Interim Administrator/Controller
to Approve and Sign Remonumentation Grant Contracts

WHEREAS, the County of Jackson contracts with surveyors to perform remonumentation work in the county; and

WHEREAS, the remonumentation work is funded through grant money from the State of Michigan; and

WHEREAS, the County must execute a contract with all monumentation surveyors providing services to the Remonumentation Program; and

WHEREAS, all contracts for the Remonumentation Program are to be presented to the County Board of Commissioners for approval and authorization; and

WHEREAS, the Jackson County Board of Commissioners can assign the authority to approve and sign such contracts to the Interim Administrator/Controller.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners authorizes the Jackson County Interim Administrator/Controller, Adam J. Brown, to approve and sign Remonumentation Program contracts on behalf of the Jackson County Board of Commissioners.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
January 18, 2011



Jackson County ADMINISTRATOR/CONTROLLER

Adam J. Brown, Interim Administrator/Controller

TO: Personnel & Finance Committee
Board of County Commissioners

FROM: Adam J. Brown
Interim County Administrator

SUBJECT: Airport FTE

DATE: December 30, 2010

Motion Requested

Decrease 1 full-time equivalent (FTE) position to a part-time 30 hour per position in Organizational Key 295100 (Airport Administration).

I. Background

- A. The Administrative Clerk position at the Airport was reduced in 2009 to a half time as a result of the FTE reduction plan.
- B. The Board agreed to increase the position to full-time when MSU Extension agreed with the Airport to eliminate its .5 FTE position, which was being shared with the Airport.
- C. A vacancy now exists because of the resignation of the current full-time Administrative Clerk position at the airport.

II. Current Situation

- A. Recognizing that the County must still realize extensive cuts over the coming years, the Airport has agreed to try reducing the staffing at the Jackson County Airport to a 30-hour part-time position.
- B. As always this is possible because we have department heads that are willing to try things and experiment. This will undoubtedly have a service impact on the Airport. It may be that we have to reduce the expectations of Airport customers. Staff may not always be present to answer questions. I'm requesting the Board's patience to see if this arrangement works.

III. Analysis

- A. **Strategic** – The Airport is strategically important to the Board’s Economic Development Vision. This action should not be construed as a statement of the County’s negative support of the Airport, but rather an experiment to see if we can operate more efficiently. The County remains fully supportive and committed to operating a viable Airport.
- B. **Financial** – The reduction of this FTE will allow the County to save approximately \$6,800 in salary and potentially over \$10,000 in benefits.
- C. **Legal/Timing** – The Airport Director has advertised the position based on the assumption that the Board will approve this action. Assuming the Board approves this action, the hiring of the clerk will occur after approval.

IV. Recommendation

The County Administrator/Controller recommends that the (Personnel & Finance Committee and Board of County Commissioners) decrease 1 full-time equivalent (FTE) position to a part-time 30 hour per position in Organizational Key 295100 (Airport Administration).



Jackson County ADMINISTRATOR/CONTROLLER

Randall W. Treacher, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Personnel & Finance Committee
Board of County Commissioners

FROM: Adam J. Brown
Interim County Administrator

SUBJECT: Sheriff FTE

DATE: December 30, 2010

Motion Requested

Increase the Full-Time Equivalent (FTE) count in Organizational Key 101301 (County Sheriff) by 1 FTE.

I. Background

- A. In the December meeting of the Jackson County Board of Commissioners, you approved an allocation of \$80,000 per year from 2010 carryover funds for five years to fund an additional road patrol deputy.

II. Current Situation

- A. To complete the addition of a road patrol deputy, the Personnel & Finance Committee and subsequently the full Board of County Commissioners, must approve the increase of 1 FTE to Organizational Key 101301.

III. Analysis

- A. **Strategic** – The addition of one FTE to the Sheriff's department is consistent with the Board's goal to maintain a safe community. To add an additional road deputy to the Sheriff's department, when surrounding counties are eliminating road patrol, sends a strong message about the Board's commitment to the strategic plan. The Sheriff has voluntarily committed to report to the Board the additional impact this one road patrol deputy makes in our community.
- B. **Financial** – The \$80,000 commitment (per year) will be sufficient to equip, train, and retain a road patrol deputy.
- C. **Legal/Timing** – The Sheriff cannot hire the additional road deputy without action by the Board to increase the FTE count in this program.

12/30/2010

Increase FTE Org. Key 101301

IV. Recommendation

The County Administrator/Controller recommends that the (Personnel & Finance Committee and Board of County Commissioners) approve the increase of the full-time equivalent (FTE) count in Organizational Key 101301 (County Sheriff) by 1 FTE

Memorandum

To: Personnel & Finance

From: Mindy Reilly Register of Deeds

Date: December 7, 2010

Re: Position Elimination/Addition

Requested Motion: Approve the elimination of the Assistant Chief Deputy Register of Deeds position (Grade 8) and add an additional Imaging/Data Entry Clerk position (Grade 5) in the Register of Deeds Office.

The Register of Deeds office is requesting the elimination of the Assistant Chief Deputy Register of Deeds position (grade 8) and the addition of another Imaging/Data Entry Clerk position (grade 5). This office has reduced staffing over the past few years and at this time I feel that the office and the public would be better served with another Imaging/Data Entry Clerk instead of a mid-management position.

This will be a significant change in the structure of our office, but it shows that we in the Register of Deeds office are willing to do what is best for our department as well as for the County.

Elimination of Current Position:

Assistant Chief Deputy Register of Deeds
Annual Salary \$36,407.00
Grade 8 Step 3 (most recent incumbent)

Requesting:

Imaging/Data Entry Clerk
Annual Salary \$27,231.00
Grade 5 Step Hire

Commissioner Board Appointments – January 2011

<u>BOARD</u>	<u>NEW TERM EXPIRES</u>	<u>CURRENT MEMBER</u>	<u>APPLICANTS</u>	<u>COMMITTEE RECOMMENDED APPOINTMENTS</u>
<u>South Central Michigan Works!</u>				
1) One Commissioner member	1/2013	Jeff Kruse		Pat Smith
1) One Commissioner member (alternate)	1/2013	Pat Smith		Julie Alexander



Community Action Agency

PROMOTING SELF-SUFFICIENCY

• **Jackson**

1214 Greenwood Ave.
Jackson, MI 49203
(517) 784-4800
(800) 491-0004
Fax: (517) 784-5188
www.caajlh.org

• **Lenawee**

400 W. South St.
Adrian, MI 49221
(517) 263-7861
(800) 438-1845
Fax: (517) 263-6531
www.caajlh.org

• **Hillsdale**

55 Barnard Street
Hillsdale, MI 49242
(517) 437-3346
(800) 750-9300
Fax: (517) 437-3480
www.caajlh.org

TDD: 1-800-649-3777

January 10, 2011

Mr. Adam Brown
Interim Administrator/Controller
Jackson County
120 West Michigan
Jackson, MI 49201

Mr. Brown,

Enclosed you will find the revised NSP3 Action Plan for Jackson County utilizing census tract 61 as the target neighborhood. Per the suggestions at today's Human Service Committee meeting, the 25% set-aside amount has been changed from redevelopment to acquisition/rehab/resale. This will still be accomplished through a partnership with Greater Jackson Habitat for Humanity.

In order to provide a better understanding of the overall budget for each activity, I have also revised the short synopsis of the action plan with justifications for each activity and a budget breakdown by use. If you have questions, please feel free to contact me at 517-784-4800.

Sincerely,

Toby L Berry
Neighborhood Development Director



Community Action Agency is an equal opportunity provider.

Jackson County NSP3 Action Plan Synopsis

Activity #1: Demolition

Proposed number of units: 2

Cost: \$60,000.00

HUD requires that the total cost for a property be included with the activity of end use. For the two units identified here, the end use will be vacant lots that can be either held in the Land Bank for future development use or utilized as green space for adjacent property owners. The breakdown for demolition by line item is as follows:

Acquisition: \$40,000.00

Demolition: \$20,000.00

In order to be considered for demolition, properties must meet the State of Michigan definition of “blighted”. Please see the Action Plan #3 for the definition. After discussions with the Leoni Township Building Inspector and visual survey of the housing stock in tract 61 there is not an inventory of blighted units that could justify a large scale demo program which would require a waiver from HUD.

Activity #2: Acquisition/Rehabilitation/Resale (25% set-aside)

Proposed number of units: 3

Cost: \$300,000.00

HUD requires that 25% of allocated NSP3 funds provide a housing benefit to those at or below 50% AMI. In Jackson County, 50% AMI for a family of 4 is \$29,300. In order to facilitate this requirement, the Action Plan includes a partnership with Greater Jackson Habitat for Humanity in order to acquire and rehab foreclosed properties to create new home ownership opportunities for low income families. The breakdown for acquisition/rehabilitation/resale by line item is as follows:

Acquisition: \$ 60,000.00

Rehabilitation: \$240,000.00

Activity #3 Acquisition/Rehabilitation/Resale or Lease-Purchase

Proposed number of units: 6

Cost: \$600,000.00

Acquisition/Rehab/Resale or Lease-Purchase will be utilized to stabilize the housing market in targeted neighborhoods. Per HUD regulation, the Lease-Purchase option provides for up to 36 months of leasing

prior to purchase. This option can allow those who have faced foreclosure and are back on their feet time to rebuild credit in order to purchase at the end of the lease period. Or it can be utilized for those who need time to work with a housing counselor to be mortgage ready. CAA will utilize housing and budget counselors on staff to ensure mortgage readiness at the end of the lease period. For those who are interested and are able to obtain a mortgage without needing the lease option, all homes will be available for purchase. The breakdown for acquisition/rehabilitation/resale by line item is as follows:

Acquisition:	\$120,000.00
Rehabilitation:	\$480,000.00

Activity #4 Land Banking

Proposed number of units: 11

Cost: \$86,234.00

The Action Plan includes funds for the land bank to hold and maintain property throughout the NSP3 grant period. As program administrators are assembling properties, each will be held in the land bank in order to benefit from all the tools available through the land bank including title clearance.

Administration

Cost: \$116,248.00

NSP3 Total Budget: \$1,162,482.00

Neighborhood Impact:

Total Number of Units Affected with allocated NSP3 funds: 14

Demolition:	5 units (3 redeveloped)
Redevelopment:	3 units
Acquisition/Rehab/Resale:	6 units

It is anticipated that at least 3 additional units can be affected through the use of program income bringing the total number of units to 17. Based on the data provided by HUD, in order to make an impact in tract 61, 15 units would make an impact.

Part I. NSP3 Action Plan

1. NSP3 Grantee Information

NSP3 Program Administrator Contact Information	
Name (Last, First)	Brown, Adam
Email Address	ABrown@co.jackson.mi.us
Phone Number	517-768-6623
Mailing Address	120 West Michigan, Jackson MI 49201

2. Areas of Greatest Need

Map Submission

The map generated at the HUD NSP3 Mapping Tool for Preparing Action Plan website and the supporting data is included as an Attachment A.

Data Sources Used to Determine Areas of Greatest Need

Describe the data sources used to determine the areas of greatest need.

Response:

In order to determine areas of greatest need, Jackson County utilized the following data sources:

1. HUD NSP3 mapping tool - <http://www.huduser.org/NSP/NSP3.html>
2. US Census 2000 Data; 2005-2009 American Community Survey 5-Year Estimates – <http://www.census.gov>
3. MLS data provided from area realtor
4. Assessor's data regarding bank owned properties

Determination of Areas of Greatest Need and Applicable Tiers

Describe how the areas of greatest need were established and whether a tiered approach is being utilized to determine the distribution of funding.

Response:

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 provided and additional \$1,000,000,000 for the redevelopment of abandoned and foreclosed homes under the Neighborhood Stabilization Program. This appropriation is governed, unless otherwise noted by Title III of the Housing and Economic Recovery Act. Title III provides that:

...any state or unit of local government that receives amounts pursuant to this section shall in distributing such amounts give priority emphasis and consideration to those metropolitan areas, metropolitan cities, urban areas, rural areas, low-and moderate-income areas, and other areas with the

greatest need, including those –

- (A) With the greatest percentage of home foreclosures;
- (B) With the highest percentage of home financed by a subprime mortgage related loan; and
- (C) Identified by the State or unit of general local government as likely to face a significant rise in the rate of home foreclosures.

Jackson County's determination of priority funding was based on the HUD Estimated Foreclosure/Abandonment Risk Score as published at:

<http://www.huduser.org/portal/datasets/NSP.html>

This risk score, calculated by HUD, utilizes data related to multiple housing and economic factors to determine the areas of greatest need. The risk score is on a scale of 1 to 20 with 1 being areas of little need and 20 being areas of greatest need. The State Minimum threshold NSP3 score, as defined by HUD, for the state of Michigan is 17. Only areas receiving a risk score of 17 or higher are eligible to be considered as areas of greatest need for NSP3 investment.

Based on data provided from the HUD mapping tool and the data downloadable by state showing the raw data utilized to create the mapping tool, the County of Jackson identified 3 census tracts outside of the City of Jackson having a foreclosure risk score of 17 or higher (tracts 51, 55, and 61). Due to the amount of funds provided by HUD to the County of Jackson, and through attempts to reach targeted risk scores utilizing the multiple neighborhoods on the mapping tool, it was determined that one tract would need to be targeted. Through the County Commission Committee process, the Human Services Committee analyzed data for each of the three tracts based on the criteria above and brought a recommendation to the Board of Commissioners to designate Census Tract 61 as the neighborhood of greatest need for the purpose of NSP3 investment. The Board of Commissioners approved this recommendation at the December 14th, 2010 meeting. It is anticipated that NSP3 investment will be targeted to eligible block groups within Census Tract 61 to have the greatest impact on neighborhoods within the tract.

The County of Jackson has identified Community Action Agency (CAA) to be the subrecipient for the NSP3 program. CAA is the County's Third Party Administrator for the CDBG program funded through the Michigan State Housing Development Authority. CAA is also a competitive grantee of the Michigan State Housing Development Authority for the NSP1 program and is approved by HUD as a Local Housing Counseling Agency.

Please see the attached map (Attachment A) which identifies Jackson County, Census Tract 61.

3. Definitions and Descriptions

Definitions

Term	Definition
Blighted Structure	According to State of Michigan Act 344 of 1945, Section 125.72, "Blighted property or structures," means property that meets any of the following criteria:

	<p>(a) The property has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.</p> <p>(b) The property is an attractive nuisance because of physical condition or use.</p> <p>(c) The property has had the utilities, plumbing, heating, or sewerage disconnected, destroyed, removed, or rendered ineffective for a period of one (1) year or more so that the property is unfit for its intended use.</p> <p>(d) The property is tax reverted property owned by a municipality, by a county, or by this state, the sale, lease, or transfer of tax reverted property by a municipality, a county, or this state shall not result in the loss to the property of eligibility for any project authorized under this act for the rehabilitation of a blighted area, platting authorized under this act, or tax relief or assistance, including financial assistance, authorized under this act or any other act.</p> <p>(e) The property is owned or is under the control of a land bank fast track authority under the land bank fast track act, 2003 PA 258, MCL 124.751 to 124.774. The sale, lease, or transfer of the property by a land bank fast track authority shall not result in the loss to the property of eligibility for any project authorized under this act for the rehabilitation of a blighted area, platting authorized under this act, or tax relief or assistance, including financial assistance, authorized under this act or any other act.</p> <p>(f) The property is improved real property that has remained vacant for five (5) consecutive years and that is not maintained in accordance with applicable local housing or property maintenance codes or ordinances.</p> <p>(g) The property has code violations posing a severe and immediate health or safety threat and has not been substantially rehabilitated within one (1) year after the receipt of notice to rehabilitate from the appropriate code enforcement agency or final determination of any appeal, whichever is later.</p>
Affordable Rents	<p>Jackson County will adopt the HOME definition of "affordable rents" at 24 CFR 92.252 (a), (c) and (f) as outlined below:</p> <p><u>a. Rent limitation.</u> HUD provides the following maximum HOME rent limits. The maximum HOME rents are the lesser of:</p> <ol style="list-style-type: none"> 1. The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or 2. A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions. <p><u>c. Initial rent schedule and utility allowances.</u> The participating jurisdiction must establish maximum monthly allowances for utilities and services (excluding telephone). The participating jurisdiction must review and approve rents proposed by the owner for units subject to the maximum rent</p>

	<p>limitations in paragraphs (a) or (b) of this section. For all units subject to the maximum rent limitations in paragraphs (a) or (b) of this section for which the tenant is paying utilities and services, the participating jurisdiction must ensure that the rents do not exceed the maximum rent minus the monthly allowances for utilities and services.</p> <p><u>f. Subsequent rents during the affordability period.</u></p> <p>1. The maximum HOME rent limits are recalculated on a periodic basis after HUD determines fair market rents and median incomes. HUD then provides the new maximum HOME rent limits to participating jurisdictions. Regardless of changes in fair market rents and in median income over time, the HOME rents for a project are not required to be lower than the HOME rent limits for the project in effect at the time of project commitment.</p> <p>2. The participating jurisdiction must provide project owners with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits in paragraph (f)(1) of this section) in accordance with the written agreement between the participating jurisdiction and the owner. Owners must annually provide the participating jurisdiction with information on rents and occupancy of HOME-assisted units to demonstrate compliance with this section.</p> <p>3. Any increase in rents for HOME-assisted units is subject to the provisions of outstanding leases, and in any event, the owner must provide tenants of those units not less than 30 days prior written notice before implementing any increase in rents.</p>
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Descriptions

Term	Definition
Long-Term Affordability	<p>Jackson County will adopt the HOME program standards for continued affordability as outlined in 24 CFR 92.252 (a), (c), (e) and (f) and 92.254 described below. Under 92.254, it is anticipated that the County will primarily utilize the recapture provisions but reserves the right to use the resale provision.</p> <p>24 CFR 92.252</p> <p><u>a. Rent limitation.</u> HUD provides the following maximum HOME rent limits. The maximum HOME rents are the lesser of:</p> <p>1. The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or</p> <p>2. A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.</p>

c. Initial rent schedule and utility allowances. The participating jurisdiction must establish maximum monthly allowances for utilities and services (excluding telephone). The participating jurisdiction must review and approve rents proposed by the owner for units subject to the maximum rent limitations in paragraphs (a) or (b) of this section. For all units subject to the maximum rent limitations in paragraphs (a) or (b) of this section for which the tenant is paying utilities and services, the participating jurisdiction must ensure that the rents do not exceed the maximum rent minus the monthly allowances for utilities and services.

e. Periods of Affordability. The HOME-assisted units must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The affordability requirements apply without regard to the term of any loan or mortgage or the transfer of ownership. They must be imposed by deed restrictions, covenants running with the land, or other mechanisms approved by HUD, except that the affordability restrictions may terminate upon foreclosure or transfer in lieu of foreclosure. The participating jurisdiction may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure or deed in lieu of foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property.

Rental Housing Activity	Minimum period of affordability in years
Rehabilitation or acquisition of existing housing per unit amount of HOME funds: Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15
New Construction or acquisition of newly constructed housing	20

f. Subsequent rents during the affordability period.

1. The maximum HOME rent limits are recalculated on a periodic basis after HUD determines fair market rents and median incomes. HUD then provides the new maximum HOME rent limits to participating jurisdictions. Regardless of changes in fair market rents and in median income over time, the HOME rents for a project are not required to be lower than the HOME rent limits for the project in effect at the time of project commitment.

2. The participating jurisdiction must provide project owners with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits in paragraph (f)(1) of this section) in accordance with the written agreement between the participating jurisdiction and the owner. Owners must annually provide the participating jurisdiction with information on rents and occupancy of HOME-assisted units to demonstrate compliance with this section.

3. Any increase in rents for HOME-assisted units is subject to the provisions of outstanding leases, and in any event, the owner must provide tenants of those units not less than 30 days prior written notice before implementing any increase in rents.

24 CFR 92.254

24 CFR 92.254

a. Acquisition with or without rehabilitation. Housing that is for acquisition by a family must meet the affordability requirements of this paragraph (a).

1. The housing must be single-family housing.

2. The housing must be modest housing as follows:

i. In the case of acquisition of newly constructed housing or standard housing, the housing has a purchase price for the type of single family housing that does not exceed 95 percent of the median purchase price for the area, as described in paragraph (a)(2)(iii) of this section.

ii. In the case of acquisition with rehabilitation, the housing has an estimated value after rehabilitation that does not exceed 95 percent of the median purchase price for the area, described in paragraph (a)(2)(iii) of this section.

iii. If a participating jurisdiction intends to use HOME funds for homebuyer assistance or for rehabilitation of owner-occupied single-family properties, the participating jurisdiction may use the Single Family Mortgage Limits under Section 203(b) of the National Housing Act (12 U.S.C. 1709(b)) (which may be obtained from the HUD Field Office) or it may determine 95 percent of the median area purchase price for single family housing in the jurisdiction, as follows. The participating jurisdiction must set forth the price for different types of single family housing for the jurisdiction. The 95 percent of median area purchase price must be established in accordance with a market analysis which ensured that a sufficient number of recent housing sales are included in the survey. Sales must cover the requisite number of months based on volume: For 500 or more sales per month, a one-month reporting period; for 250 through 499 sales per month, a two-month reporting period; for less than 250 sales per month, at least a three-month reporting period. The data must be listed in ascending order of sales price. The address of the listed

properties must include the location within the participating jurisdiction. Lot, square and subdivision data may be substituted for the street address. The housing sales data must reflect all, or nearly all, of the one-family house sales in the entire participating jurisdiction. To determine the median, take the middle sale on the list if an odd number of sales and if an even number, take the higher of the middle numbers and consider it the median. After identifying the median sales price, the amount should be multiplied by .95 to determine the 95 percent of the median area purchase price. This information must be submitted to the HUD Field Office for review.

3. The housing must be acquired by a homebuyer whose family qualifies as a low- income family and the housing must be the principal residence of the family throughout the period described in paragraph (a)(4) of this section.

4. Periods of affordability. The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The per unit amount of HOME funds and the affordability period that they trigger are described more fully in paragraphs (a)(5)(i) (resale) and (ii) (recapture) of this section.

Homeownership assistance HOME amount per-unit	Minimum period of affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

5. Resale and recapture. To ensure affordability, the participating jurisdiction must impose either resale or recapture requirements, at its option. The participating jurisdiction must establish the resale or recapture requirements that comply with the standards of this section and set forth the requirements in its consolidated plan. HUD must determine that they are appropriate.

i. Resale. Resale requirements must ensure, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability, that the housing is made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and will use the property as its principal residence. The resale requirement must also ensure that the price at resale provides the original HOME-assisted owner a fair return on investment (including the homeowner's investment and any capital improvement) and ensure that the housing will remain affordable to a reasonable range of low-income homebuyers. The period of affordability is based on the total amount of

	<p>HOME funds invested in the housing.</p> <p>A. Except as provided in paragraph (a)(5)(i)(B) of this section, deed restrictions, covenants running with the land, or other similar mechanisms must be used as the mechanism to impose the resale requirements. The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure or assignment of an FHA insured mortgage to HUD. The participating jurisdiction may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the termination event, obtains an ownership interest in the housing.</p> <p>B. Certain housing may be presumed to meet the resale restrictions (i.e., the housing will be available and affordable to a reasonable range of low-income homebuyers; a low-income homebuyer will occupy the housing as the family's principal residence; and the original owner will be afforded a fair return on investment) during the period of affordability without the imposition of enforcement mechanisms by the participating jurisdiction. The presumption must be based upon a market analysis of the neighborhood in which the housing is located. The market analysis must include an evaluation of the location and characteristics of the housing and residents in the neighborhood (e.g., sale prices, age and amenities of the housing stock, incomes of residents, percentage of owner-occupants) in relation to housing and incomes in the housing market area. An analysis of the current and projected incomes of neighborhood residents for an average period of affordability for homebuyers in the neighborhood must support the conclusion that a reasonable range of low-income families will continue to qualify for mortgage financing. For example, an analysis shows that the housing is modestly priced within the housing market area and that families with incomes of 65% to 80% of area median can afford monthly payments under average FHA terms without other government assistance and housing will remain affordable at least during the next five to seven years compared to other housing in the market area; the size and amenities of the housing are modest and substantial rehabilitation will not significantly increase the market value; the neighborhood has housing that is not currently owned by the occupants, but the participating jurisdiction is encouraging homeownership in the neighborhood by providing homeownership assistance and by making improvements to the streets, sidewalks, and other public facilities and services. If a participating jurisdiction in preparing a neighborhood revitalization strategy under § 91.215(e)(2) of its consolidated plan or Empowerment Zone or Enterprise Community application under 24 CFR part 597 has incorporated the type of market data described above, that submission may serve as</p>
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	<p>the required analysis under this section. If the participating jurisdiction continues to provide homeownership assistance for housing in the neighborhood, it must periodically update the market analysis to verify the original presumption of continued affordability.</p> <p>ii. Recapture. Recapture provisions must ensure that the participating jurisdiction recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. The participating jurisdiction may structure its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds subject to recapture described in paragraph (a)(5)(ii)(A)(5) of this section.</p> <p>A. The following options for recapture requirements are acceptable to HUD. The participating jurisdiction may adopt, modify or develop its own recapture requirements for HUD approval. In establishing its recapture requirements, the participating jurisdiction is subject to the limitation that when the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, and there are no net proceeds or the net proceeds are insufficient to repay the HOME investment due, the participating jurisdiction can only recapture the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs.</p> <ol style="list-style-type: none"> 1. Recapture entire amount. The participating jurisdiction may recapture the entire amount of the HOME investment from the homeowner. 2. Reduction during affordability period. The participating jurisdiction may reduce the HOME investment amount to be recaptured on a prorata basis for the time the homeowner has owned and occupied the housing measured against the required affordability period. 3. Shared net proceeds. If the net proceeds are not sufficient to recapture the full HOME investment (or a reduced amount as provided for in paragraph (a)(5)(ii)(A)(2) of this section) plus enable the homeowner to recover the amount of the homeowner's downpayment and any capital improvement investment made by the owner since purchase, the participating jurisdiction may share the net proceeds. The net proceeds are the sales price minus loan repayment (other than HOME funds) and closing costs. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:
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	HOME Investment/HOME Investment + homeowner investment	× Net Proceeds =	HOME amount to be recaptured
	Homeowner Investment/HOME Investment + homeowner investment	× Net Proceeds =	amount to homeowner
	<p>4. Owner investment returned first. The participating jurisdiction may permit the homebuyer to recover the homebuyer's entire investment (downpayment and capital improvements made by the owner since purchase) before recapturing the HOME investment.</p> <p>5. Amount subject to recapture. The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price, but excludes the amount between the cost of producing the unit and the market value of the property (i.e., the development subsidy). The recaptured funds must be used to carry out HOME-eligible activities in accordance with the requirements of this part. If the HOME assistance is only used for the development subsidy and therefore not subject to recapture, the resale option must be used.</p> <p>6. Special considerations for single-family properties with more than one unit. If the HOME funds are only used to assist a low-income homebuyer to acquire one unit in single-family housing containing more than one unit and the assisted unit will be the principal residence of the homebuyer, the affordability requirements of this section apply only to the assisted unit. If HOME funds are also used to assist the low-income homebuyer to acquire one or more of the rental units in the single-family housing, the affordability requirements of § 92.252 apply to assisted rental units, except that the participating jurisdiction may impose resale or recapture restrictions on all assisted units (owner-occupied and rental units) in the single family housing. If resale restrictions are used, the affordability requirements on all assisted units continue for the period of affordability. If recapture restrictions are used, the affordability requirements on the assisted rental units may be terminated, at the discretion of the participating jurisdiction, upon recapture of the HOME investment. (If HOME funds are used to assist only the rental units in such a property then the requirements of § 92.252 would apply and the owner-occupied unit would not be subject to the income targeting or affordability provisions of § 92.254.)</p> <p>7. Lease-purchase. HOME funds may be used to assist</p>		

	<p>homebuyers through lease-purchase programs for existing housing and for housing to be constructed. The housing must be purchased by a homebuyer within 36 months of signing the lease-purchase agreement. The homebuyer must qualify as a low-income family at the time the lease-purchase agreement is signed. If HOME funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase program, the HOME affordability requirements for rental housing in § 92.252 shall apply if the housing is not transferred to a homebuyer within forty-two months after project completion.</p> <p>8. Contract to purchase. If HOME funds are used to assist a homebuyer who has entered into a contract to purchase housing to be constructed, the homebuyer must qualify as a low-income family at the time the contract is signed.</p> <p>9. Preserving affordability.</p> <p>(i) Notwithstanding § 92.214 (a)(6), to preserve the affordability of housing that was previously assisted with HOME funds and subject to the requirements of § 92.254(a), a participating jurisdiction may use additional HOME funds to acquire the housing through a purchase option, right of first refusal, or other preemptive right before foreclosure, or to acquire the housing at the foreclosure sale, to undertake any necessary rehabilitation, and to provide assistance to another homebuyer. The housing must be sold to a new eligible homebuyer in accordance with the requirements of § 92.254(a). Additional HOME funds may not be used if the mortgage in default was funded with HOME funds.</p> <p>(ii) The total amount of original and additional HOME assistance may not exceed the maximum per-unit subsidy amount established under § 92.250. Alternatively to charging the cost to the HOME program under § 92.206, the participating jurisdiction may charge the cost to the HOME program under § 92.207, as a reasonable administrative cost of its HOME program, so that the additional HOME funds for the housing are not subject to the maximum per-unit subsidy amount.</p>
Housing Rehabilitation Standards	<p>The County of Jackson will require all NSP funded rehabilitation activities meet the 2009 State of Michigan Rehabilitation Code for Existing Buildings, Incorporating the 2009 Edition of the International Existing Building Code, published by the Michigan Department of Energy, Labor and Economic Growth. In addition, new construction will be in compliance with the <i>State of Michigan Building/Residential Code Rules</i> also published by the Michigan Department of Energy Labor and Economic Growth.</p>

	<p>Additionally, the County will comply with the following HUD requirements:</p> <ul style="list-style-type: none"> • All gut rehabilitation or new construction (i.e., general replacement of the interior of a building that may or may not include changes to structural elements such as flooring systems, columns or load bearing interior or exterior walls) of residential buildings up to three stories will be designed to meet the standard for Energy Star Qualified New Homes. • All gut rehabilitation or new construction of mid -or high-rise multifamily housing will be designed to meet American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 90.1-2004, Appendix G plus 20 percent (which is the Energy Star standard for multifamily buildings piloted by the Environmental Protection Agency and the Department of Energy). • Other rehabilitation will meet these standards to the extent applicable to the rehabilitation work undertaken, e.g., replace older obsolete products and appliances (such as windows, doors, lighting, hot water heaters, furnaces, boilers, air conditioning units, refrigerators, clothes washers and dishwashers) with Energy Star-46 labeled products. • Water efficient toilets, showers, and faucets will be installed. • The County will work to adopt energy efficient and environmentally-friendly green elements as part of the NSP3 program design.
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4. Low-Income Targeting

Low-Income Set-Aside Amount

Enter the low-income set-aside percentage in the first field. The field for total funds set aside will populate based on the percentage entered in the first field and the total NSP3 grant.

Identify the estimated amount of funds appropriated or otherwise made available under the NSP3 to be used to provide housing for individuals or families whose incomes do not exceed 50 percent of area median income.

Response:

Total low-income set-aside **percentage** (must be no less than 25 percent): 26%

Total funds set aside for low-income individuals = \$300,000.00

Meeting Low-Income Target

Provide a summary that describes the manner in which the low-income targeting goals will be met.

Response:

Jackson County will utilize a partnership with Greater Jackson Habitat for Humanity (GJHFH) in order to meet the low-income targeting goal. Foreclosed properties will be purchased and rehabilitated with NSP3 funds and GJHFH volunteer labor. The homes will then sold to the target population of

homeowners for GJHFH which are between 30% and 50% Area Median Income, meeting the required housing benefit for those at or below 50% AMI. Additionally, this partnership offers homeownership opportunities for families who may otherwise be unable to afford to purchase a home.

5. Acquisition and Relocation

Demolition or Conversion of LMI Units

Does the grantee intend to demolish or convert any low- and moderate-income dwelling units (i.e., ≤ 80% of area median income)?	Yes, however all units are anticipated to be vacant and blighted as described in #3. No relocation assistance has been built into the overall NSP3 budget for this reason.
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If yes, fill in the table below.

Question	Number of Units
The number of low- and moderate-income dwelling units—i.e., ≤ 80% of area median income—reasonably expected to be demolished or converted as a direct result of NSP-assisted activities.	2 vacant, blighted, units demolished
The number of NSP affordable housing units made available to low-, moderate-, and middle-income households—i.e., ≤ 120% of area median income—reasonably expected to be produced by activity and income level as provided for in DRGR, by each NSP activity providing such housing (including a proposed time schedule for commencement and completion).	6 units will be made available to those ≤ 120% AMI through Acquisition/Rehabilitation/Resale or Acquisition/Rehabilitation/Lease-Purchase Activities will commence upon receiving a Release of Funds from HUD and will be completed within 3 years of the date of the signed grant agreement.
The number of dwelling units reasonably expected to be made available for households whose income does not exceed 50 percent of area median income.	3 units of housing will be made available for those whose income does not exceed 50% AMI through Acquisition/Rehabilitation/Resale as part of a partnership with Greater Jackson Habitat for Humanity. Activities will commence upon receiving a Release of Funds from HUD and will be completed within 3 years of the date of the signed grant agreement.

6. Public Comment

Citizen Participation Plan

Briefly describe how the grantee followed its citizen participation plan regarding this proposed substantial amendment or abbreviated plan.

Response:

Per HUD requirements, the Jackson County Action Plan was placed on the County website on January 28th through February 14th to solicit public comment. Additionally a notice was published in the Jackson Citizen Patriot soliciting public comment and informing the public that a copy of the plan could be found on the County website or a paper copy could be collected at the Jackson County administrative offices and the Leoni Township office.

Summary of Public Comments Received.

The summary of public comments received is included as Attachment B.

7. NSP Information by Activity

Enter each activity name and fill in the corresponding information. If you have fewer than seven activities, please delete any extra activity fields. (For example, if you have three activities, you should delete the tables labeled "Activity Number 4," "Activity Number 5," "Activity Number 6," and "Activity Number 7." If you are unsure how to delete a table, see the instructions [above](#).

The field labeled "Total Budget for Activity" will populate based on the figures entered in the fields above it.

Consult the [NSP3 Program Design Guidebook](#) for guidance on completing the "Performance Measures" component of the activity tables below.

Activity Number 1		
Activity Name	Demolition of Blighted Structures	
Uses	Select all that apply: <input type="checkbox"/> Eligible Use A: Financing Mechanisms <input type="checkbox"/> Eligible Use B: Acquisition and Rehabilitation <input type="checkbox"/> Eligible Use C: Land Banking <input checked="" type="checkbox"/> Eligible Use D: Demolition <input type="checkbox"/> Eligible Use E: Redevelopment	
CDBG Activity or Activities	570.201 Clearance for blighted structures only	
National Objective	Low Moderate Middle Income Area Benefit (LMMA)	
Activity Description	<ul style="list-style-type: none"> Jackson County will identify blighted structures within the NSP3 target area which also meet the LMMI area benefit requirements for acquisition and demolition. The definition of "blighted structure" is outlined in #3 above. The expected area benefit is that with the removal of blight, neighborhoods will be safer and more desirable for potential home buyers and existing homeowners. The County of Jackson will meet HUD Section 3 requirements by providing preference to locally owned and operated contractors. Additionally, contractors will be educated regarding the requirements in order to ensure compliance. 	
Location Description	Activities will be conducted in Jackson County, census tract 61, within LMMI block groups as defined by HUD.	
Budget	Source of Funding	Dollar Amount
	NSP3	\$60,000.00
Total Budget for Activity	\$60,000.00	
Performance Measures	Jackson County estimates that 2 units will be acquired and demolished in LMMA with more than 51% ≤ 120% AMI.	
Projected Start Date	Est. July, 2011	
Projected End Date	Est. April, 2014	
Responsible Organization	Name	Community Action Agency
	Location	1214 Greenwood Ave, Jackson MI 49203
	Administrator Contact Info	Toby Berry, tberry@caaillh.org 517-784-4800

Activity Number 2		
Activity Name	Redevelopment of Demolished or Vacant Properties	
Use	Select all that apply: <input type="checkbox"/> Eligible Use A: Financing Mechanisms <input checked="" type="checkbox"/> Eligible Use B: Acquisition and Rehabilitation <input type="checkbox"/> Eligible Use C: Land Banking <input type="checkbox"/> Eligible Use D: Demolition <input type="checkbox"/> Eligible Use E: Redevelopment	
CDBG Activity or Activities	570.201 (a) Acquisition 570.201 (b) Disposition 570.201 (i) Relocation 570.201 (n) Direct homeownership assistance (as modified below); 570.202 eligible rehabilitation and preservation activities for homes and other residential properties	
National Objective	Low-Income Housing to Meet 25% Set-Aside (LH25)	
Activity Description	<ul style="list-style-type: none"> Jackson County will partner with Greater Jackson Habitat for Humanity to acquire and rehabilitate foreclosed properties. The homes will be for sale to Habitat for Humanity eligible families as homeowners who are at 30%-50% AMI meeting the 25% set-aside for Jackson County. All homebuyers will receive required homeownership education through Community Action Agency. Homebuyers will receive affordable mortgages through Habitat for Humanity. Homebuyers will also receive a zero interest deferred or forgivable mortgage that reflects the amount of the owner's equity that is unencumbered by an affordable mortgage. Any mortgages forgiven will be in effect during the periods of affordability as outlined in #3 above from 24 CFR 92.254. Habitat for Humanity utilizes local volunteers to complete the vast majority of construction. However, where contracting will be necessary, Jackson County will ensure that Section 3 provisions are followed. 	
Location Description	Activities will be conducted in Jackson County, census tract 61, within LMMI block groups as defined by HUD.	
Budget	Source of Funding	Dollar Amount
	NSP3	\$ 300,000.00
		\$
		\$
Total Budget for Activity		\$300,000.00
Performance Measures	Jackson County estimates that 3 units of housing will be purchased, rehabilitated and sold and 100% of this activity will be for households ≤ 50% AMI.	
Projected Start Date	Est. July, 2011	
Projected End Date	Est. May, 2014	
Responsible Organization	Name	Greater Jackson Habitat for Humanity
	Location	251 W. Prospect, Jackson MI 49203

	Administrator Contact Info	Kevin Dowd, jacksonhabitat@att.net 517-784-6620
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Activity Number 3											
Activity Name	Acquisition/Rehabilitation/Resale or Lease-Purchase										
Use	Select all that apply: <table border="1"> <tr> <td><input type="checkbox"/></td> <td>Eligible Use A: Financing Mechanisms</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>Eligible Use B: Acquisition and Rehabilitation</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Eligible Use C: Land Banking</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Eligible Use D: Demolition</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Eligible Use E: Redevelopment</td> </tr> </table>	<input type="checkbox"/>	Eligible Use A: Financing Mechanisms	<input checked="" type="checkbox"/>	Eligible Use B: Acquisition and Rehabilitation	<input type="checkbox"/>	Eligible Use C: Land Banking	<input type="checkbox"/>	Eligible Use D: Demolition	<input type="checkbox"/>	Eligible Use E: Redevelopment
<input type="checkbox"/>	Eligible Use A: Financing Mechanisms										
<input checked="" type="checkbox"/>	Eligible Use B: Acquisition and Rehabilitation										
<input type="checkbox"/>	Eligible Use C: Land Banking										
<input type="checkbox"/>	Eligible Use D: Demolition										
<input type="checkbox"/>	Eligible Use E: Redevelopment										
CDBG Activity or Activities	570.201 (a) Acquisition 570.201 (b) Disposition 570.201 (i) Relocation 570.201 (n) Direct homeownership assistance (as modified below); 570.202 eligible rehabilitation and preservation activities for homes and other residential properties										
National Objective	Low Moderate Middle Income Housing (LMMH)										
Activity Description	<ul style="list-style-type: none"> Jackson County will purchase and rehabilitate foreclosed, vacant or abandoned housing units within the target area. Jackson County will assist potential homebuyers with a soft-second mortgage in order to ensure affordability. The duration of assistance will be dependent upon the investment of NSP3 funds in the property as outlined in #3 above. Beneficiaries will either be homeowners or renters who will purchase the homes within 36 months of signing a lease agreement. Jackson County has created a lease-purchase option in order to allow potential homebuyers opportunities to become mortgage ready while providing affordable rental options. Affordable rents will be set based on unit size as described in #3. For lease-purchase participant, Community Action Agency will support clients throughout their lease phase by providing financial management, budgeting and homeownership education. Community Action Agency is a HUD approved Local Housing Counseling Agency. Community Action Agency will provide required homeownership education to homebuyers who purchase without the lease option. This activity will provide affordable homeownership options and medium term rental options to those \leq 120% AMI. For continued affordability, homebuyers will also receive a zero interest deferred or forgivable mortgage that reflects the amount of the owner's equity that is unencumbered by an affordable mortgage. Any mortgages forgiven will be in effect during the periods of affordability as outlined in #3 above from 24 CFR 92.254. During the lease period for those entering into a lease-purchase contract, Jackson County will ensure affordability by entering into a regulatory agreement with a contractor for the management of rental properties. This agreement will assure compliance with affordability requirements and terms of affordability as set out in the relevant sections of 24 CFR 										

	92.252 and as outlined in #3 above. <ul style="list-style-type: none"> The County of Jackson will meet HUD Section 3 requirements by providing preference to locally owned and operated contractors. Additionally, contractors will be educated regarding the requirements in order to ensure compliance. 	
Location Description	Activities will be conducted in Jackson County, census tract 61, within LMMI block groups as defined by HUD.	
Budget	Source of Funding	Dollar Amount
	NSP3	\$600,000.00
		\$
		\$
Total Budget for Activity		\$600,000.00
Performance Measures	6 units of housing will be purchased and rehabilitated. Units will be available for sale or lease purchase to those \leq 120% AMI.	
Projected Start Date	Est. July, 2011	
Projected End Date	Est. May, 2014	
Responsible Organization	Name	Community Action Agency
	Location	1214 Greenwood Ave, Jackson MI 49203
	Administrator Contact Info	Toby Berry, tberry@caajlh.org 517-784-4800

Activity Number 4		
Activity Name	Land Banking	
Use	Select all that apply: <input type="checkbox"/> Eligible Use A: Financing Mechanisms <input type="checkbox"/> Eligible Use B: Acquisition and Rehabilitation <input checked="" type="checkbox"/> Eligible Use C: Land Banking <input type="checkbox"/> Eligible Use D: Demolition <input type="checkbox"/> Eligible Use E: Redevelopment	
CDBG Activity or Activities	570.201 (a) Acquisition 570.201 (b) Disposition	
National Objective	Low Moderate Middle Income Area Benefit (LMMA)	
Activity Description	<ul style="list-style-type: none"> The County of Jackson will utilize the Jackson County Land Bank Authority to hold acquired foreclosed property for future redevelopment or rehabilitation. It is the intent that as the County purchases properties to carryout NSP3 activities, those properties will be deeded to the land bank for future rehabilitation or demolition. These properties will be maintained by the land bank. Properties that are demolished for use by Habitat for Humanity for future redevelopment will be held by the land bank until such time that Habitat for Humanity enters into a development agreement with the County of Jackson. 	
Location Description	Activities will be conducted in Jackson County, census tract 61, within LMMI block groups as defined by HUD.	
Budget	Source of Funding	Dollar Amount
	NSP3	\$86,234.00
		\$
		\$
Total Budget for Activity		\$86,234.00
Performance Measures	11 units of housing will be held and disposed through the Jackson County Land Bank Authority	
Projected Start Date	Est. July, 2011	
Projected End Date	Est. May, 2014	
Responsible Organization	Name	Jackson County Land Bank Authority
	Location	Jackson County Treasurer's Office 120 West Michigan Avenue Jackson, MI 49201
	Administrator Contact Info	Karen Coffman, kcoffman@co.jackson.mi.us 517-788-4418

8. Certifications

Certifications for Non-Entitlement Local Governments

- (1) **Affirmatively furthering fair housing.** The jurisdiction certifies that it will affirmatively further fair housing.
- (2) **Anti-displacement and relocation plan.** The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan.
- (3) **Anti-lobbying.** The jurisdiction must submit a certification with regard to compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.
- (4) **Authority of jurisdiction.** The jurisdiction certifies that the consolidated plan or abbreviated plan, as applicable, is authorized under state and local law (as applicable) and that the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.
- (5) **Consistency with plan.** The jurisdiction certifies that the housing activities to be undertaken with NSP funds are consistent with its consolidated plan or abbreviated plan, as applicable.
- (6) **Acquisition and relocation.** The jurisdiction certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the notice for the NSP program published by HUD.
- (7) **Section 3.** The jurisdiction certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- (8) **Citizen participation.** The jurisdiction certifies that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of Sections 24 CFR 91.105 or 91.115, as modified by NSP requirements.
- (9) **Use of funds.** The jurisdiction certifies that it will comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 by spending 50 percent of its grant funds within 2 years, and spending 100 percent within 3 years, of receipt of the grant.
- (10) **The jurisdiction certifies:**
 - a. that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income; and
 - b. The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other

revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.

(11) **Excessive force.** The jurisdiction certifies that it has adopted and is enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
- b. A policy of enforcing applicable state and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

(12) **Compliance with anti-discrimination laws.** The jurisdiction certifies that the NSP grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

(13) **Compliance with lead-based paint procedures.** The jurisdiction certifies that its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.

(14) **Compliance with laws.** The jurisdiction certifies that it will comply with applicable laws.

(15) **Vicinity hiring.** The jurisdiction certifies that it will, to the maximum extent feasible, provide for hiring of employees that reside in the vicinity of NSP3 funded projects or contract with small businesses that are owned and operated by persons residing in the vicinity of NSP3 projects.

(16) **Development of affordable rental housing.** The jurisdiction certifies that it will abide by the procedures described in its NSP3 Abbreviated Plan to create preferences for the development of affordable rental housing for properties assisted with NSP3 funds.

Signature/Authorized Official

Date

Title

JACKSON COUNTY

VOLUNTEER FAIR MANAGER

General Summary

Under the supervision of the Fair Board and/or County Administrator, oversees the operation of the County Fair. Negotiates stage show and various other contracts, oversees the hiring of seasonal staff, handles all marketing activities, and oversees and participates in ticket sales, ground maintenance, security, parking, and all other aspects of the Fair. Provides direction for departmental staff. Negotiates off season rentals and coordinates building and grounds maintenance with the Facilities Department.

Essential Functions

1. As supervisor of Fair staff is responsible for hiring, training, assigning work, scheduling, reviewing and evaluating performance and dealing with employee relations issues. Oversees and participates in the hiring of a large seasonal staff to work as grounds workers, ushers, ticket takers, clean-up and garbage workers, barns crew, and all other aspects of the fair and grounds operations. Supervises Fair Week staff directly and through seasonal supervisors of functional areas.
2. Coordinates the maintenance of all buildings, grounds and facilities on the fairgrounds. Negotiates and prepares rental contracts. Responsible for ensuring that the County's contractual obligations are met.
3. Selects the stage shows to be offered at the Fair and conducts stage show negotiations. Secures approval of contracts through the Fair Board and may serve as promoter, publicity agent, catering administrator and technical manager on artists' contracts as negotiated.
4. Responsible for the process of tickets for stage shows. Includes negotiating arrangements for on-line ticket sales and overseeing and participating in ticket sales in person and by telephone at the Fair Office. Balances ticket sales with ticketing company.
5. Responsible for the accounting system of the Fair, includes overseeing the receipting and accounting of all revenues, ensuring balancing of accounts, preparing deposits, and maintaining bank accounts.
6. Advises staff for preparation of the agenda for Fair Board meetings and provides the Board with pertinent facts and information concerning fair

operations. Drafts and recommends policies for the consideration and approval of the Board.

7. Negotiates contractual services for security and other services. Ensures the provision of emergency medical services.
8. Coordinates the 4-H portion of the County Fair with 4-H representation and works with 4-H representatives regarding space lay-out, facilities and other issues.
9. Responds to and resolves complaints of merchants, concessionaires, exhibitors, and customers.
10. Lays out grounds and buildings for Fair Week to accommodate trailers, booths, and exhibits.
11. Negotiates with amusement company to determine appropriate rides and best payment arrangement.