

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



BOARD OF COMMISSIONERS

Clifford E. Herl, District 1
David F. Lutchka, District 2
Jeffrey D. Kruse, District 3
Philip S. Duckham III, District 4
Earl J. Poleski, District 5
James C. Videto, District 6
James E. Shotwell, Jr., District 7
Gail W. Mahoney, District 8
Jonathan T. Williams, District 9
Patricia A. Smith, District 10
Michael J. Way, District 11
David K. Elwell, District 12

ELECTED OFFICIALS

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

COUNTY STAFF

Randy Treacher, Administrator/Controller and
Human Resources Director
Adam Brown, Deputy Administrator
Charles Adkins, Circuit Court Administrator
Tammy Bates, District Court Administrator
Andy Crisenbery, Friend of the Court
Gerard Cyrocki, Finance Officer
Connie Frey, IT Director
Brandon Ransom, Parks Director
Teresa Hawkins, Youth Center Director
Juli Ann Kolbe, Equalization Director
Dr. John Maino, Medical Director
Kent Maurer, Airport Manager
Ric Scheele, Director-Fleet & Facilities Opns.
Jan Seitz, MSU Ext.-Jackson County Director
Kristy Smith, Department on Aging Director
Dave Welihan, Veterans Affairs Officer
Ted Westmeier, Health Officer

County Commission Agenda **October 19, 2010**

Order of Business:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Awards and Recognitions
7. Communications and Petitions
8. Special Orders/Public Hearing(s)
9. Public Comment
10. Special Meetings of Standing Committees
11. Minutes
12. Consent Agenda
13. Standing Committees
 - A. County Affairs
 - B. County Agencies
 - C. Human Services
 - D. Personnel & Finance
14. Unfinished Business
15. New Business
16. Public Comment
17. Commissioner Comment
18. Closed Session
19. Adjournment

Public Comment

Any person desiring to speak on a matter to the Board of Commissioners may do so under the Public Comment items near the beginning and end of the meeting. Please state your name and use the microphone. Please note that the Commission allocates a maximum of five minutes per individual at the beginning of the meeting and three minutes per individual at the end of the meeting for this purpose.

Consent Agenda

Items on the Consent Agenda are items generally routine in nature that have passed a Standing Committee and will be enacted by one motion and one vote. There will be no separate discussion on these items. Any Commissioner may remove an item from the Consent Agenda and it will be considered by separate motion at the proper place during the meeting.

Standing Committees

The Board of Commissioners operates under a Standing Committee system with the following Committees: County Affairs, County Agencies, Human Services, Personnel & Finance. All departments of the County coordinate their business through one of the Standing Committees. The Committees then forward their recommendations to the Board of Commissioners.

Closed Session

The Board of Commissioners is permitted under the Open Meetings Act to go into Closed Session to discuss labor contracts, purchase of property, and certain employee matters if requested by the employee. A two-thirds vote of the Commission is required to go into Closed Session.

"Your interest in your County Government is appreciated"

AGENDA
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
ANNUAL MEETING
October 19, 2010
7:00 p.m.
Commission Chambers – 5th Floor Tower Building

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

1. **CALL TO ORDER** – *Chairman Steve Shotwell*
2. **INVOCATION** – *by Commissioner David Elwell*
3. **PLEDGE OF ALLEGIANCE** – *by Chairman Steve Shotwell*
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS**
 - A. **Drug Court Grant** – Judge Schmucker will provide an update on the grant.
Attachments: None
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS**
 - A. **Strategic Plan Update**
Attachments:
*Strategic Plan Update Presentation
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES**
11. **MINUTES** - Minutes of the 9/21/10 Regular Meeting of the Jackson County Board of Commissioners
Attachments:
*9/21/10 Regular Meeting Minutes

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

A. **County Affairs**

1. **Lime Lake County Park Parking Lot Project**

Attachments:

*Memo from Parks Director dated 10/1/10

*Bid Summary

2. **Resolution (10-10.33) regarding MDOT Aeronautics Sponsor Contract Update Environmental Assessment and Section 106 Coordination for Woodville Road Historical House (Parcel #90)**

Attachments:

*Memo from Airport Manager and Attachments

*Resolution (10-10.33)

3. **Resolution (10-10.35) Authorizing the Purchase of Four Woodville Road Parcels for the Runway 7-25 Safety Area Project**

Attachments:

*Memo from Airport Manager and attachments

*Resolution (10-10.35) Authorizing the Purchase of Four Woodville Road Parcels for the Runway 7-25 Safety Area Project

4. **Request by Modern Waste Systems, Inc. for a Letter of Consistency With Jackson County's Solid Waste Plan**

Attachments:

*Memo from Administrator/Controller Regarding Request for Letter of Consistency

*Memo from Modern Waste Systems and Attachments

B. **County Agencies** – None.

C. **Human Services**

5. **Resolution (10-10.36) Department of Human Services Board of Directors Resolution for Use of Post 1998 Maintenance of Effort (MOE) Fund for Payment to Bond for Jackson County Medical Care Facility**

Attachments:

*Resolution (10-10.36) Department of Human Services Board of Directors Resolution for Use of Post 1998 Maintenance of Effort (MOE) fund for Payment to Bond for Jackson County Medical Care Facility

*DHS Resolution for Use of Post 1998 Maintenance of Effort Funds for Payment to Bond for Jackson County Medical Care Facility

6. REACH US Legacy Grant Interlocal Agreement

Attachments:

- *Resolution (10-10.34) REACH US Grant
- *REACH US Interlocal Grant Agreement

7. CPBC Allocations for FYE 9/30/2011

Attachments:

- *CPBC Program Details
- *CPBC Allocations for FYE 9/30/2011

D. Personnel & Finance

8. Resolution (10-10.32) Adopting Amendment No. 2 to the 2009 County of Jackson Second Amended and Restated Section 125 Cafeteria Plan

Attachments:

- *Memo from Human Resources Deputy Director
- *Resolution (10-10.32) and Amendment No. 2 to the 2009 County of Jackson Second Amended and Restated Section 125 Cafeteria Plan

9. Intergovernmental Agreement Between the City of Jackson and the County of Jackson for the Provision of Human Resource Functions

Attachments:

- * Intergovernmental Agreement Between the City of Jackson and the County of Jackson for the Provision of Human Resource Functions

10. Retiree Health Benefits

Attachments:

- *Memo from Deputy Administrator regarding Retirement Health Savings Plan
- *Affirmative Statement and Adoption Agreement
- *Administrative Services Agreement
- *Retiree Health Benefits Presentation

11. Budget Adjustments

a. Parks

Attachments:

- *Memo from Parks Director and Budget Adjustment

E. Other Business

1. Claims dated 9/1/10 – 9/30/10

Attachments: None.

13. STANDING COMMITTEES

A. County Affairs – *Commissioner Dave Lutchka*

1. Appointments

a. **Department of Human Services** – one public member, term to 10/31/13

b. **Land Bank Authority**
- one Township representative, term to 10/31/14

Attachments:

*Commissioner Board Appointments

*Applications

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

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

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

14. UNFINISHED BUSINESS – None.

15. NEW BUSINESS

A. Assistant Prosecutor's Association Tentative Agreement Summary

Attachments:

*Assistant Prosecutor's Association Tentative Agreement Summary

B. New Policy

1. New Purchasing Policy 2025 – Design Build Purchasing Procedure

Attachments:

*Policy 2025

C. Waive Personnel Policy 3100 – Department Head Selection Process – for the appointment of the Director position in the Department on Aging

Attachments:

*Memo from Administrator/Controller

*Personnel Policy 3100

D. Establish Road Commission Ad Hoc Committee

Attachments:

*Memo from Administrator/Controller

*Board Rule 4090 – Appointments to Boards/Commissions (page 2)

16. PUBLIC COMMENTS

17. COMMISSIONER COMMENTS

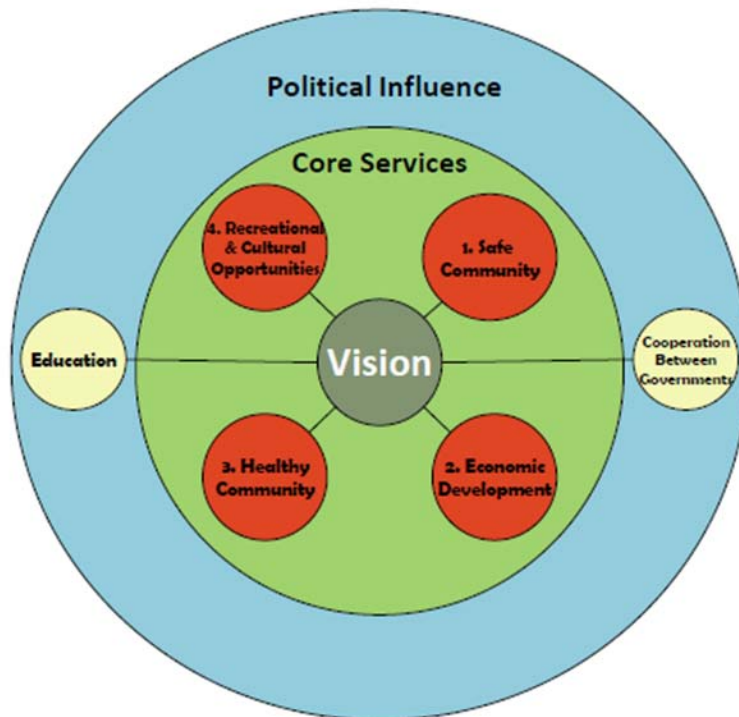
18. CLOSED SESSION – None.

19. ADJOURNMENT



Strategic Plan Update

October 19, 2010



Organizational Goals

Improved Work Environment

Core Values

Integrity

Leadership

Collaboration

Responsiveness

Accountability

Safe Community: Communication and Education



- Press Releases: Dog Licenses, Dangerous Dogs, Vaccinations.
- Emergency Management: Regularly Scheduled that include a broad stretch of County Services.
- Continuation and Expansion of Reserve Program
- School Liaison Continued
- Computer Crime Seminars
- Courts to Schools Programs
- Victim Impact Panels Through Prosecutors Office
- Marine Patrol Conducting Boater and ATV Safety Courses
- Internship Partnership Programs with the Jackson Area Career Center and Local Colleges



Safe Community

Prevention and Enforcement

- ◉ Warrant Enforcement
- ◉ Collections Efforts Increased
- ◉ Increased Enforcement on Alcohol, Drugs, Guns, Vicious and Dangerous Dogs
- ◉ Incarceration Fees

Community Involvement

- ◉ Providing the same level of service to the community with less assets
- ◉ Reduction in the Crime Rate
- ◉ Tip Line



ECONOMIC VISION OF JACKSON COUNTY

Jackson County's diverse economy and innovative economic development efforts ensure continued growth and vibrancy within the local, regional, state, and global marketplace

Status Update as of October 2010



- ◆ County Administration has shared the economic development strategic plan to 19 different townships and villages. There are 8 remaining. Resolutions of support continue to come in from various municipalities and organizations. Some resolutions of support have been unsolicited, such as Jackson Community College.
- ◆ Permitting process moving forward. Presentation to the Township Supervisors at their regular meeting November 18th 2010.

Healthy Community



- **Health Improvement Organization (HIO)**
(Merging of Jackson County's "Healthy Community," United Way's "Community Solutions Team on Health" and Allegiance Health)
- **Developed Community Action Plan (CAP)**
Six main goals:
 1. Improve the knowledge, attitudes and beliefs of residents of Jackson County related to emotional health, physical activity, nutrition and smoke-free life styles.
 2. Reduce the obesity rate amongst Jackson County residents to be at or lower than the state average.



3. Reduce exposure to cigarette smoke in Jackson County.
4. Improve the capacity/ability for Jackson residents to address emotional health issues including stress, depression and other psychologically based illnesses.
5. Support existing community-wide action plans to address teen pregnancy prevention, infant mortality and substance abuse.
6. Improve the community capacity to secure federal, state and foundational funding to leverage existing resources toward health improvement.



Accomplishments

- Released the CAP with a community kick-off on August 19th (140 attendees)
- Developed www.myhio.org website with a “Step by Step” social marketing piece to be released in February (wellness competition between worksites, schools, families, individuals, donations/discounts from businesses as incentives, tracking tool, etc.)



Accomplishments

- Developed a media workgroup
- Developed an evaluation workgroup
- Preparing for the next Community Health Assessment – January 2011
- Hosting a Policy Advocacy Training
(Oct. 13th and 20th by U of M-SPH tailored to Jackson Co.)
- Reassigned .6 FTE (Health Educator) to work with the HIO and target CAP objectives

Accomplishments



- Applying for / Received grants targeting CAP
 - Allegiance and U of M/SPH applied for NIH Health Literacy grant focusing on men's health
 - LifeWays received a grant for assessing and managing suicide risk

Accomplishments



Health Dept. received two grants:

- Complete Streets (in collaboration with the Fitness Council) - Educate community and pass a City ordinance to enable safe access for all users (pedestrians, bicyclists, motorists)
- Jackson Business Leaders for Health(JBL4H) (in collaboration with Allegiance Health and the Mich. Purchasers Health Alliance) – Health assessment tool and toolkit of evidenced-based strategies/resources to achieve improvement in physical activity, nutrition, emotional health and reducing tobacco use.

Recreational & Cultural Opportunities



- Jackson County's wealth of cultural opportunities, recreational activities, community amenities, and neighborly environment makes it one of Michigan's most desirable places to live, work, and play.

Accomplishments



- Participated in National Citizen Survey
- Creation of Community Calendar hosted by the Jackson County Convention & Visitors Bureau
- 4 Days, 10 Ways Campaign



Cooperation Between Governments Strategies

- ◆ Re-energize the Intergovernmental Committee
- ◆ Inventory cooperative arrangements
- ◆ Develop communication tools to increase collaboration



Accomplishments

- ◆ Combined information technology services with other units of government through service license agreements
- ◆ SLA with Jackson County Medical Care Facility
- ◆ SLA with Jackson County Road Commission
- ◆ SLA with Land Bank Authority
- ◆ SLA with Enterprise Group
- ◆ City of Jackson will combine the Police records system with the Sheriff records system and add Mobile reporting to City Police vehicles by the end of 2010
- ◆ Cooperative purchasing agreements with City and townships
- ◆ Gov-QA website
- ◆ Addition of Online Permit Application



Education

- ◆ Jackson County recognizes education fuels a thriving community and provides a progressive environment that promotes education to all levels to give residents a competitive advantage.



Education

Strategies

- ◆ Encourage county employees and residents to mentor
- ◆ Facilitate cooperation between education systems
- ◆ Bring together all education stakeholders



IMPROVED WORK ENVIRONMENT TEAM



Improved Work Environment - Achievements

- ◆ Employee Survey
- ◆ Reporting Results
- ◆ FIRE Trainings
- ◆ Software Survey
- ◆ Orientation (Jackson Mojo)
- ◆ HPO assistance
- ◆ LIFT (Leadership Infrastructure For Tomorrow)



Improved Work Environment – The Future

- ◆ HPO Assistance
- ◆ Training Opportunities
- ◆ Employee Survey

MINUTES
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
September 21, 2010
7:00 p.m.
Commission Chambers – 5th Floor Tower Building

1. **CALL TO ORDER** – Chairman Steve Shotwell called the September 21, 2010, Jackson County Board of Commissioners Meeting to order at 7:00 p.m.
2. **INVOCATION** – *by Commissioner Michael Way*
3. **PLEDGE OF ALLEGIANCE** – *by Chairman Steve Shotwell*
4. **ROLL CALL** – *County Clerk Amanda Riska*

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

5. **APPROVAL OF AGENDA**

Chairman Shotwell asked that the Agenda be amended with the removal of Item 10. A. 1 and 13. B. 1.

Moved by Videto, supported by Duckham for Approval of the Agenda as Amended.
Motion carried unanimously.

6. **AWARDS & RECOGNITIONS** – None.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS**

A. **County of Jackson Hospital Finance Authority/Allegiance Health Authorizing Resolution (09-10.31) and Public Hearing**

Peter Ecklund and Hendrik Schuur presented the Resolution and answered questions from Commissioners.

No public comment.

Moved by Videto, supported by Elwell to Approve Resolution (09-10.31). Roll Call: (11) Yeas. Motion carried unanimously.

9. **PUBLIC COMMENTS**

Julie Alexander spoke for Jim Spink on behalf of the agricultural community. She thanked Steve Shotwell for winning the milking contest at the Fair and presented him with a hat.

Patricia Rayl stated that she is running for the Commissioner spot in District 7.

George McGonegal stated, in regard to the towing issue, that the Sheriff is favoring Jimmie's and Phelps towing services and he is losing towing business as a result.

Larry Bradley expressed disappointment that he has lost towing business from the Sheriff's Department.

10. **SPECIAL MEETINGS OF STANDING COMMITTEES**

~~A. County Agencies~~

~~1. Enterprise Group – Recovery Zone Bond Allocation~~

11. **MINUTES** - Minutes of the 8/17/10 Regular Meeting of the Jackson County Board of Commissioners

Moved by Videto, supported by Duckham to Approve the Minutes of the 8/17/10 Regular Meeting of the Jackson County Board of Commissioners. Motion carried unanimously.

12. **CONSENT AGENDA**

Moved by Kruse, supported by Elwell for Approval of the Consent Agenda. Roll Call: (11) Yeas. Motion carried unanimously.

A. **County Affairs** – None.

B. **County Agencies** – None.

C. **Human Services**

1. **Car Seat Program Application Approval**

2. **Teen Pregnancy Prevention Initiative (TPPI) Application Approval**

3. **Resolution (09-10.30) Declaring September 30, 2010 as Retired and Senior Volunteer Program (R.S.V.P.) Recognition Day**

Chairman Shotwell presented Resolution to Pamela McCrum in recognition of R.S.V.P. Recognition Day.

D. **Personnel & Finance**

4. **Budget Adjustments**

a. **Health Department**

b. **Animal Shelter**

c. **MSU Extension – After School Program Grant**

d. **County Clerk – Bond Forfeiture Reinstatement**

E. **Other Business**

5. **Claims dated 8/1/10 – 8/31/10**

13. **STANDING COMMITTEES**

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

1. **Appointments**

- a. **Community Corrections Advisory Board (CCAB)** – one public member, communications media representative, term indefinite.

Commissioner Lutchka stated that the committee recommended Matthew Schepeler. No other nominations from the floor. Matthew Schepeler appointed.

B. **County Agencies – Commissioner Phil Duckham** (*in the absence of Commissioner Gail Mahoney*) - None.

~~4. **Enterprise Group – Recovery Zone Bond Allocation**~~

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

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

14. **UNFINISHED BUSINESS** – None.

15. **NEW BUSINESS**

A. **New/Revised Policies**

1. **New Policy 3360 – Anti-Drug & Alcohol**
Revised Policy 2020 – Purchasing Procedures for Non-Professional Services
Revised Policy 2030 – Purchasing Procedures for Professional Services

Moved by Herl, supported by Williams to Approve Policies 3360, 2020, and 2030. Roll Call: (11) Yeas. Motion carried unanimously.

16. **PUBLIC COMMENTS**

George McGonegal asked for the Commissioners' support in supporting the wreckers in Jackson County.

17. **COMMISSIONER COMMENTS**

Cmr. Duckham thanked R.S.V.P. for their service.

18. **CLOSED SESSION** – None.

19. **ADJOURNMENT**

Chairman Shotwell adjourned the September 21, 2010 Regular Meeting of the Jackson County Board of Commissioners at 7:26 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

JACKSON COUNTY PARKS

Memorandum

To: Randy Treacher, County Administrator
From: Brandon Ransom, Parks Director
Date: October 1, 2010
Re: Lime Lake County Park Parking Project Bids

Background

Several months ago the Parks Commission and the County Commission approved an amended project agreement (from an original 2005 grant) with the MDNRE's Waterways Division that entailed finishing a parking lot project at Lime Lake County Park. As you may recall, this project unfolded in a two phase process; 1.) The installation of the new boat launch (completed in late 2007), and 2.) The paving of the parking area adjacent to the park and boat launch area. Completing this project will greatly improve the park and facilities, eliminating the maintenance headaches that the gravel drive and parking area has presented for years. After waiting a number of months we have received final approval from the MDNRE Engineers to carry forward with phase 2 of the project. Bids have been received for the project and the summary bid sheet is attached.

The Parks Commission passed the following motion at the September 15, 2010 meeting:

Moved by Videto, supported by Youngdahl to recommend bid award go to the lowest bidder: Concord Excavating (\$56,804.25). Motion carried.

This is a 75/25 grant that requires 25% of the project cost to be provided by the grantee. This 25% local match for the project will come from the Parks Pubic Improvement Fund (245.208.931.999).

Attachment: Bid Summary Sheet

Jackson County Parks and Recreation Commission

Lime Lake County Park

South Lime Lake

Boat Launch Parking Upgrade Bids

Date: 09/09/10

Time: 2:00 p.m.

<u>Contractor</u>	<u>Bid Amount</u>	<u>Comments</u>
Bailey Excavating	\$69,190.25	
Bailey Sand and Gravel	\$77,387.25	
Concord Excavating	\$56,804.25	
Lester Brothers	\$75,600.00	
Quality Asphalt Paving	\$66,835.50	
Jule Swartz & Son	\$61,660.25	

* Staff Recommendation: Award bid to lowest bidder Concord Excavating



J X N

Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

September 23, 2010

TO: Randall Treacher, Administrator/Controller

FROM: Kent Maurer, Airport Manager *KMaurer*

RE: MDOT-Aeronautics Sponsor Contract "Update Environmental Assessment and Section 106 Coordination for Woodville Road Historical House (Parcel #90)

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

Generated Income: \$26,500

Funding: Federal = \$21,200; State = \$4,637 Local = \$663.00*
*Runway Public Improvement Fund

Background: Continuation of the Runway 7-25 Safety Project will require Updating the environmental assessment for the project due to the time that has lapsed since the original environmental assessment was conducted (2006). Additionally, this grant will fund coordination and study of the "Miner's house" located on Woodville Road. There is a strong possibility that this house will be purchased by the airport and environmental clearance (from the Michigan Historical Preservation Office) before demolition can occur. The Airport Board has approved forwarding this to the Commission.

Recommendation: Approve the sponsor contract and resolution

Attachments: MDOT Sponsor contract and draft resolution

NOTE: I will be unable to attend the County Affairs meeting, but should be available for the Board of Commissioners meeting.

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

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and Jackson County Board of Commissioners, hereinafter referred to as the "SPONSOR," for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Jackson County-Reynolds Field, whose associated city is Jackson, Michigan, such undertaking hereinafter referred to as the "PROJECT," estimated in detail in Exhibit 1, dated August 13, 2010, attached hereto and made a part hereof.

PROJECT DESCRIPTION: UPDATE OF THE ENVIRONMENTAL ASSESSMENT AND SECTION 106 COORDINATION FOR PARCEL 90, AS FURTHER DEFINED IN CONTRACT NO. FM 38-01-ENV2.

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties agree:

1. The term "PROJECT COST," as herein used, is defined in Attachment(s) 2, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

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

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

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

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

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

- b. Audit and Inspection. The SPONSOR will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 U.S.C. 7501-7507) the OMB Circular A-133, as revised or amended, and the provisions of 1951 PA 51; MCL 247.660h; MSA 9.1097(10i), as applicable, that is in effect at the time of Contract award with regard to audits.
 - i. Agencies expending a total of Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds from one or more funding sources in their fiscal year will comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The SPONSOR will submit two (2) copies of:

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

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

- ii. Agencies expending less than Five Hundred Thousand Dollars (\$500,000.00) in federal funds must submit a letter to the DEPARTMENT advising that a circular audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the DEPARTMENT federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.
- iii. Address: Michigan Department of Transportation
Multi-Modal Transportation Services Bureau (Aeronautics)
2700 East Airport Service Drive
Capital City Airport
Lansing, MI 48906-2060
- iv. Agencies must also comply with applicable state laws and regulations relative to audit requirements.
- v. Agencies will not charge audit costs to the DEPARTMENT's federal programs that are not in accordance with the aforementioned OMB Circular A-133 requirements.

- vi. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
 - vii. The federal award associated with this Contract is CFDA Airport Improvement Program number 20.106, Federal Project Number B-26-0051-2807, award year 2007, Federal Aviation Administration, Department of Transportation.
- c. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from the DEPARTMENT or SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the DEPARTMENT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

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

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

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

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

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

THE DEPARTMENT WILL:

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

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

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

IT IS FURTHER AGREED:

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

Federal Share	\$21,200.00
Maximum DEPARTMENT Share	\$4,637.00
SPONSOR Share.....	<u>\$663.00</u>
<i>Estimated PROJECT COST</i>	\$26,500.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

EXHIBIT 1

JACKSON COUNTY-REYNOLDS FIELD JACKSON, MICHIGAN

Project No. B-26-0051-2807
Contract No. FM 38-01-ENV2

August 13, 2010

	Federal	State	Local	Total
ADMINISTRATION	\$1,200	\$262	\$38	\$1,500
DEPARTMENT-AERO	\$1,200	\$262	\$38	\$1,500
ENVIRONMENTAL	\$20,000	\$4,375	\$625	\$25,000
EA update and Section 106 coordination for parcel 90				
CONSULTANT - ENV2	\$20,000	\$4,375	\$625	\$25,000
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION	\$0	\$0	\$0	\$0
CONTINGENCIES	\$0	\$0	\$0	\$0
Funding Contingency	\$0	\$0	\$0	\$0
TOTAL PROJECT BUDGET	\$21,200	\$4,637	\$663	\$26,500

MAC Transfer: 5/19/10

ATTACHMENT 2

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING PREPARATION OF ENVIRONMENTAL DOCUMENTATION AT ALL CLASSIFICATION OF AIRPORTS

1. The term PROJECT COST, shall include the costs of the consultant for the performance of the PROJECT work and the cost of public notices.
2. The DEPARTMENT shall select a consultant in accordance with FAA guidelines to perform the PROJECT work. The SPONSOR shall enter into a contract with the consultant. Said contract shall be submitted to the SPONSOR and the DEPARTMENT for review and written approval of the cost prior to the DEPARTMENT issuing a notice to proceed to the consultant. Subsequent changes to that contract shall also be submitted to the SPONSOR for review and written approval of the cost prior to authorizing work on those elements which are the subject of the change.
3. The consultant performing environmental work shall not perform any preliminary engineering or construction supervision on work covered by the environmental studies.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

The Michigan Department of Transportation has a responsibility to ensure that contractors comply with federal contracting requirements, including equal opportunity requirements, and to assist in and cooperate with Federal Highway Administration (FHWA) programs to ensure that equal opportunity is afforded to all. In connection with the performance of work under this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract.

In accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

Furthermore, on any federally-assisted contract, the contractor and subcontractor shall comply with the equal employment opportunity provisions of 23 CFR Subpart D--Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964 (Title VII), Public Act 220 of 1976, and Public Act 453 of 1976.

2. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

4. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
5. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
6. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
7. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
8. The contractor agrees to cooperate with the Department's Project Manager or designee and the Department's Equal Employment Opportunity Officer to resolve any complaints brought against the contractor or any subcontractor on any federally assisted project or program by an employee, applicant for employment, or employee of the Department, regardless of whether or not the employee is employed by the contractor, subcontractor, or the Department, or is an applicant for employment, alleging prohibited discrimination. Prohibited discrimination includes, but is not limited to, sexual harassment, racial discrimination, and other protected categories set forth under Title VII and Public Act 453 of 1976.
9. The contractor shall comply with 23 CFR Subpart D and Executive Order 11246, and as such, the contractor or subcontractor shall conduct a prompt, thorough, and fair

investigation of all complaints brought forward under Title VII and Public Act 453 of 1976, in cooperation with the Department's Equal Employment Opportunity Officer.

10. The contractor shall provide a written report detailing the findings of the investigation to the Department's Project Manager and Equal Employment Opportunity Officer when the complaint made against the contractor is by a Department employee or by an applicant for employment. The Department's Equal Employment Opportunity Officer shall review the report for compliance with 23 CFR Subpart D. It is the Department's intent to correct any current acts and prevent any future acts of discrimination arising out of a Title VII or Public Act 453 of 1976 complaint. Title VI complaints will be addressed through the Contractor Compliance Section in the Department's Office of Business Development.
11. The contractor shall include or incorporate by reference the provisions of all applicable covenants set forth in Sections 1 through 10 above in all subcontracts and purchase orders unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Application:

1. On any federally assisted contract, the contractor and subcontractor agree to comply with the equal employment opportunity provisions of 23 CFR Subpart D, 49 CFR Part 21, Executive Order 11246, Title VII, Public Act 220 of 1976, and Public Act 453 of 1976.
2. FHWA responsibilities under 23 CFR Part 230.405: The FHWA has the responsibility to ensure that contractors meet contractual equal opportunity requirements under Title 23 USC and to provide guidance and direction to states in the development and implementation of a program to ensure compliance with equal employment opportunity requirements.
3. FHWA Order 4710.8 clarifies that the Office of Federal Contract Compliance Programs of the Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and its implementing regulations.
4. Failure of the Department to discharge the responsibilities set forth in 23 CFR Part 230.405(b)(1) may result in the U.S. Department of Transportation taking any or all of the following actions (see 23 CFR Part 630, Subpart C, Appendix A):
 - i) canceling, terminating, or suspending the federal aid project agreement in whole or in part;
 - ii) refraining from extending any further assistance to the Department for the program under which the failure or refusal occurred until satisfactory assurance of compliance is received from the Department; and
 - iii) referring the case to the appropriate federal agency for legal proceedings.

Appendix B

(Aeronautics)

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

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

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

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

(Revised October 1, 2005)

APPENDIX C

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

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

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

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

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

Airport Name: Jackson County-Reynolds Field
Associated City: Jackson, Michigan
Project No: B-26-0051-2807

APPENDIX F

SPECIAL CONDITIONS

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

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

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

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

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

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

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

b. **Inspection Schedule.**

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

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

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

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

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

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

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

June 1, 2001

APPENDIX G **Prime Consultant Statement of DBE Subconsultant Payments**

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

PRIME CONSULTANT:		<input type="checkbox"/> CHECK IF PRIME IS MDOT-DBE CERTIFIED		AUTHORIZATION NO.		CONTRACT NO.	
<input type="checkbox"/> Check if Final Payment							
BILLING PERIOD:							JOB NO.
CERTIFIED DBE CONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS BILLING PERIOD	DBE AUTHORIZED SIGNATURE (Final Payment Report Only)

As the authorized representative of the above prime consultant, I state that, to the best of my knowledge, this information is true and accurate.

PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE (SIGNATURE):	TITLE	DATE

COMMENTS:

CONTRACT ADMINISTRATOR (Signature)	DATE:

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT CONTRACT ADMINISTRATOR:

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

RESOLUTION (10-10.33)
AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS
CHAIR, James E. Shotwell Jr. TO SIGN MDOT CONTRACT
#2010-0478 (FEDERAL PROJECT #B-26-0051-2807),
For Update of Environmental Assessment and Section 106 Coordination
Of Parcel 90

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 an update of the environmental assessment along with Section 106 coordination for Parcel #90 (Woodville Road miner’s house); and

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

WHEREAS, Grant funds in the amount of \$26,500 were allocated by the Michigan Bureau of Aeronautics and Freight Services with an allocation of \$21,200 Federal; \$4,637 State and \$663 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
October 19, 2010

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on October 19, 2010 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____



J X N

Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

October 4, 2010

TO: Randall Treacher, Administrator and Controller

FROM: Kent L. Maurer, Airport Manager

RE: Purchase of Woodville Road Parcels # 90, 91, 92 & 93

There are 4 privately owned houses on Woodville Road that, if purchased and demolished, would negate the need for and cost of construction of a new connecting road when Runway 7-25 dissects Woodville Road. There are tremendous savings when comparing the collective purchase price of the 4 houses with the cost of constructing a new road (estimated to be up to \$1,000,000 in savings). The other advantages are less tangible, but nonetheless exist, and are related to potential future environmental issues and costs related to the former City of Jackson landfill located adjacent to these houses.

Commonwealth Associates was contracted to represent the County and negotiate purchase options with the four Woodville Road property owners and all have agreed to purchase options with the County (attached).

These purchases will be funded by an existing MDOT Aeronautics grant with standard funding formulas of 95% Federal, 2.5% State of Michigan and 2.5% County of Jackson.

I am requesting that this item be placed on the agenda to be presented to the Board of Commissioners at their October 2010 meeting. I will be present to answer questions.



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

September 30, 2010

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

RE: Parcels 90 and 93 - Administrative Settlement Approval
4229 Woodville Road (parcel 90 - Davisson)
4226 Woodville Road (parcel 93 - Richards)

Dear Mr. Maurer:

As you are aware the four residential properties situated along Woodville Road were approved by FAA for reimbursement in the event the County was successful in acquiring all four properties accessed by Woodville Road. The purpose of acquiring these properties was to give the County the ability to close Woodville Road (instead of relocating the road) thereby reducing the total project costs. The relocation (or closure) of Woodville Road is necessary to accommodate the future runway project. It was determined to be cost effective to acquire the four properties and close Woodville Road to avoid a road relocation project estimated to cost between \$1,500,000 and \$2,000,000.

Commonwealth Associates, on behalf of the County, obtained appraisals and presented offers to acquire the properties in accordance with Michigan PA 367 for \$240,625 (or 125% FMV). The total value of the offers for the above parcels was \$135,225 (\$45,355 for parcel 90 and \$89,870 for parcel 93). Property owners for both parcels presented counter offers which total \$234,000 (\$109,000 for parcel 90 and \$125,000 for parcel 93). The difference between the offers and the counter offers for both parcels is \$98,775 and this additional cost has been submitted for administrative approval.

The property owners argue the increased purchase price is fair given the appraisal (and subsequent County offer) for an adjacent property at \$125,000 (parcel 92). In addition, the property owners have stated their desire to decline a fee simple offer in favor of an aviation easement offer if the County did not accept the counter offers. It should be stated that the

fate of these parcels will affect the other two parcels on Woodville Road which were successfully negotiated by the County. More specifically, if the County fails to reach a settlement to acquire parcels 90 and 93 in fee then the closure of Woodville Road cannot happen and the County will need to prepare new offers for avigation easements for all four properties which, in all likelihood, will require a condemnation action.

I have reviewed the County's recommendation and agree that the additional \$98,775 is an acceptable amount given the costs involved with relocating Woodville Road, updating the appraisals and offers, and preparing possible condemnation action. While I disagree with the property owner's basis for the additional compensation I cannot disagree with the County's recommendation to settle with the property owners to avoid the costs associated with relocating Woodville road and providing public utilities to the four residential properties. The recommended settlements are therefore considered to be in the best interest of the public based on the information provided in the attached settlement request and the airport sponsor recommendation. Therefore, the purchase price of \$109,000 for parcel 90 and \$125,000 for parcel 93 can be considered eligible project costs.

Sincerely,

Chip Kraus
Property Specialist
Airports Division

Enclosure

**REAL ESTATE OPTION TO
PURCHASE**

Phillip Lee Davisson, hereinafter referred to as "Owner" (whether one or more), hereby grants to the County of Jackson, a Michigan Municipal Corporation, hereinafter referred to as "County", and its successors and assigns, the exclusive option to purchase the following described real estate (hereinafter referred to as the "Property") located in Jackson County, State of Michigan.

See Exhibit "A" attached

The Property described on the attached Exhibit A consists of approximately 2 acres.

Drafted by and after recording return to:

Tim Davis, SR/WA
Commonwealth Associates, Inc
PO Box 1124
Jackson, MI 49204-1124

Parcel No: 90

Parcel Assessor Identification Number(s):
000-08-31-128-001-00

Deadline for Grant of Option. This Option is void unless a copy of the Option which has been signed by Owner is delivered to County on or before July 30, 2010, at 5:00 p.m., Eastern Standard Time (time is of the essence).

Term of Option. This Option commences when granted by Owner and shall terminate after six (6) months from the date of the granting of the Option, if not previously exercised by County. The initial term of the Option, together with any extensions, is hereinafter referred to as the "Option Period".

Option Fee. County shall pay to Owner the sum of One Thousand Dollars (\$1,000.00) in consideration of being granted the Option (the "Option Fee"). In the event the County exercises this Option, and the transaction closes, the Option Fee and the Extension Fee shall comprise a part of the total sum or purchase price and shall be credited against the purchase price at the closing. If County does not exercise the Option, the Option Fee and any Extension Fee are nonrefundable to County, except as set forth below.

Extension of Option Period. Owner agrees to extend this Option for one successive six (6) month period upon receipt of payment of \$1,000.00 for such extension (the "Extension Fee").

Exercising the Option and Terms of Purchase. In the event County shall elect to exercise this Option, it shall, within the Option Period, provide written notice of the exercise of this Option to Owner at Owner's address shown below (or such other address as Owner may subsequently, by written notice to County, designate). Such notice of exercise of this Option may, at County's

option, be delivered to Owner, sent to Owner by registered or certified United States Mail, return receipt requested, or served in same manner as provided for in applicable state statutes for service of initial or original notice of an action at law.

If County exercises the Option, the terms and conditions of the purchase and sale of the Property shall be as set forth in the Good Faith Offer attached hereto as Exhibit B.

Due Diligence. Owner shall allow County to access the Property and conduct reasonable due diligence regarding the Property during the Option Period. Due Diligence shall include, but is not limited to, inspections, tests, and investigations on or of the Property as deemed necessary to County. Such Due Diligence may include, but shall in no way be limited to, staking and conducting civil, and environmental surveys on the Property.

County hereby agrees to pay any and all damages to growing crops or other property of Owner or Owner's tenant caused by the conducting of tests and surveys prior to expiration of the Option Period.

Default. If Owner defaults, County may (1) sue for specific performance; or (2) terminate this Option and request the return of the Option Fee and Extension Fee, sue for actual damages, or both. In addition, County may seek any other remedies available in law or equity.

Recording of Option. This Option, or a separate memorandum evidencing this Option, may be recorded in the Office of the Register of Deeds of Jackson County, Michigan, at the discretion of County.

Representation by Seller. Owner represents that Owner is the sole owner of the Property and that Owner owns the Property in fee simple. In addition, no third parties have any rights to claim ownership or use of the Property (including, without limitation, any claims arising from adverse possession or prescriptive use), except for certain tenants that lease the Property.

Owner shall maintain the Property in accordance with Owner's customary standards and will take no action affecting the Property which is not in Owner's ordinary course of business without the prior written consent of County.

Owner shall not, after the granting of this Option, enter into any document affecting the Property, or which would be a title encumbrance if recorded, without first securing the written approval of County. In addition, during the Option Period, Owner shall not enter into any leases longer than six months for any part of the Property.



Binding Effect. This Option shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Owner and County.

Dated: July 20, 2010

Agent for County of Jackson

By: Jeannine P Myers
Name: Jeannine P Myers
Title: Land Services Specialist

ACKNOWLEDGMENT



Acknowledged before me in Jackson County, Michigan, on <u>July 20</u> , 2010,	
by <u>Jeannine P. Myers</u>	
 Notary's Stamp: _____ (Notary's name, county and date commission expires)	 Notary's Signature: <u>[Signature]</u>

OWNER GRANTS THIS OPTION.

Dated: July 29, 2010

Philip L Davison (seal)
Name: _____
Address: _____

ACKNOWLEDGMENTS

Acknowledged before me in Jackson County, Michigan, on <u>July 29</u> , 2010,	
by <u>Philip Lee Davison AKA Philip L. Davison</u>	
 Notary's Stamp: _____ (Notary's name, county and date commission expires)	 Notary's Signature: <u>[Signature]</u>

Property Tax Code: 000-08-31-128-001-00	Parcel No.: 90
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PROPERTY DESCRIPTION:

A piece of land in the Northwest 1/4 of Section 31, Town 2 South, Range 1 West, Blackman Township, Jackson County, Michigan, described as beginning at the intersection of the North and South 1/4 line with North 1/8 line of said Section, thence North on said North and South 1/4 line 397.98 feet to the center of the Wood Road (so-called) for place or beginning of this description, thence South 85 degrees 10' West in center of said road 264 feet, thence South parallel with said North and South 1/4 line 330 feet, thence North 85 degrees 10' East 264 feet, thence North along said North and South 1/4 line 330 feet to beginning.

	REAL ESTATE OPTION TO PURCHASE
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Howard L. Wheeler II, hereinafter referred to as "Owner" (whether one or more), hereby grants to the County of Jackson, a Michigan Municipal Corporation, hereinafter referred to as "County", and its successors and assigns, the exclusive option to purchase the following described real estate (hereinafter referred to as the "Property") located in Jackson County, State of Michigan.

See Exhibit "A" attached

The Property described on the attached Exhibit A consists of approximately .50 acres.

Drafted by and after recording return to:

Tim Davis, SR/WA Commonwealth Associates, Inc PO Box 1124 Jackson, MI 49204-1124

Parcel No: 91

Parcel Assessor Identification Number(s): 000-08-31-127-002-00

Deadline for Grant of Option. This Option is void unless a copy of the Option which has been signed by Owner is delivered to County on or before June 22, 2010, at 5:00 p.m., Eastern Standard Time (time is of the essence).

Term of Option. This Option commences when granted by Owner and shall terminate after six (6) months from the date of the granting of the Option, if not previously exercised by County. The initial term of the Option, together with any extensions, is hereinafter referred to as the "Option Period".

Option Fee. County shall pay to Owner the sum of One Thousand Dollars (\$1,000.00) in consideration of being granted the Option (the "Option Fee"). In the event the County exercises this Option, and the transaction closes, the Option Fee and the Extension Fee shall comprise a part of the total sum or purchase price and shall be credited against the purchase price at the closing. If County does not exercise the Option, the Option Fee and any Extension Fee are nonrefundable to County, except as set forth below.

Extension of Option Period. Owner agrees to extend this Option for one successive six (6) month period upon receipt of payment of \$1,000.00 for such extension (the "Extension Fee").

Exercising the Option and Terms of Purchase. In the event County shall elect to exercise this Option, it shall, within the Option Period, provide written notice of the exercise of this Option to Owner at Owner's address shown below (or such other address as Owner

may subsequently, by written notice to County, designate). Such notice of exercise of this Option may, at County's option, be delivered to Owner, sent to Owner by registered or certified United States Mail, return receipt requested, or served in same manner as provided for in applicable state statutes for service of initial or original notice of an action at law.

If County exercises the Option, the terms and conditions of the purchase and sale of the Property shall be as set forth in the Good Faith Offer attached hereto as Exhibit B.

Due Diligence. Owner shall allow County to access the Property and conduct reasonable due diligence regarding the Property during the Option Period. Due Diligence shall include, but is not limited to, inspections, tests, and investigations on or of the Property as deemed necessary to County. Such Due Diligence may include, but shall in no way be limited to, staking and conducting civil, and environmental surveys on the Property.

County hereby agrees to pay any and all damages to growing crops or other property of Owner or Owner's tenant caused by the conducting of tests and surveys prior to expiration of the Option Period.

Default. If Owner defaults, County may (1) sue for specific performance; or (2) terminate this Option and request the return of the Option Fee and Extension Fee, sue for actual damages, or both. In addition, County may seek any other remedies available in law or equity.

Recording of Option. This Option, or a separate memorandum evidencing this Option, may be recorded in the Office of the Register of Deeds of Jackson County, Michigan, at the discretion of County.

Representation by Seller. Owner represents that Owner is the sole owner of the Property and that Owner owns the Property in fee simple. In addition, no third parties have any rights to claim ownership or use of the Property (including, without limitation, any claims arising from adverse possession or prescriptive use), except for certain tenants that lease the Property.

Owner shall maintain the Property in accordance with Owner's customary standards and will take no action affecting the Property which is not in Owner's ordinary course of business without the prior written consent of County.

Owner shall not, after the granting of this Option, enter into any document affecting the Property, or which would be a title encumbrance if recorded, without first securing the written approval of County. In addition, during the Option Period, Owner shall not enter into any leases longer than six months for any part of the Property.

Binding Effect. This Option shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Owner and County.

Dated: 6-16-10

Agent for County of Jackson

By: [Signature]
Name: TIM DAVIS
Title: NAMAKA Loan Services, CAI

ACKNOWLEDGMENT

Acknowledged before me in Jackson County, Michigan, on <u>June 16</u> , 2010,	
by <u>Howard L. Wheeler II Tim Davis</u>	
Notary's <u>Jeannine P Myers</u> Stamp: <u>Jackson County Michigan</u> <u>Exp. July 29, 2014</u> (Notary's name, county and date commission expires)	Notary's Signature: <u>Jeannine P Myers</u>

OWNER GRANTS THIS OPTION.

Dated: June 16, 2010

Howard Wheeler II (seal)
Name: HOWARD L. WHEELER II
Address: 4240 Woodville Road
Jackson MI 49202

____ (seal)
Name: _____
Address: _____

ACKNOWLEDGMENTS

Acknowledged before me in Jackson County, Michigan, on June 16, 2010,

by Howard L. Wheeler II

Notary's Jeannine P Myers
Jackson County, Michigan
Stamp: Exp. July 29, 2014
(Notary's name, county and date commission expires)

Notary's

Signature: Jeannine P Myers

Property Tax Code: 000-08-31-127-002-00

Parcel No.: 91

PROPERTY DESCRIPTION:

Commencing at the North 1/4 post of Section 31, Town 2 South, Range 1 West, Blackman Township, Jackson County, Michigan, thence South along the North and South 1/4 line of said Section 31 as now fenced and occupied 927.5 feet to the center line of the Woodville Road; thence South 85 degrees 34' 00" West along the said center line of said Woodville Road 384.25 feet to a point for the place of beginning of this description; thence continuing South 85 degrees 34' 00" West along the said center line of said Woodville Road 90.0 feet to a fenced property line extended South; thence North 0 degrees 12' 00" West along the said fenced property line 242.0 feet; thence North 85 degrees 34' 00" East parallel with the said center line of Woodville Road 90.8 feet; thence South parallel with the said North and South 1/4 Section line 242.0 feet to the place of beginning.

**REAL ESTATE OPTION TO
PURCHASE**

Wanda Riddle, a married woman, and T. J. Marshall, a single man, as joint tenants with full rights of survivorship, hereinafter referred to as "Owner" (whether one or more), hereby grants to the County of Jackson, a Michigan Municipal Corporation, hereinafter referred to as "County", and its successors and assigns, the exclusive option to purchase the following described real estate (hereinafter referred to as the "Property") located in Jackson County, State of Michigan.

See Exhibit "A" attached

The Property described on the attached Exhibit A consists of approximately 4.84 acres.

Drafted by and after recording return to:

Tim Davis, SR/WA
Commonwealth Associates, Inc
PO Box 1124
Jackson, MI 49204-1124

Parcel No: 92

Parcel Assessor Identification Number(s):
000-08-31-127-003-00

Deadline for Grant of Option. This Option is void unless a copy of the Option which has been signed by Owner is delivered to County on or before June 22, 2010, at 5:00 p.m., Eastern Standard Time (time is of the essence).

Term of Option. This Option commences when granted by Owner and shall terminate after six (6) months from the date of the granting of the Option, if not previously exercised by County. The initial term of the Option, together with any extensions, is hereinafter referred to as the "Option Period".

Option Fee. County shall pay to Owner the sum of One Thousand Dollars (\$1,000.00) in consideration of being granted the Option (the "Option Fee"). In the event the County exercises this Option, and the transaction closes, the Option Fee and the Extension Fee shall comprise a part of the total sum or purchase price and shall be credited against the purchase price at the closing. If County does not exercise the Option, the Option Fee and any Extension Fee are nonrefundable to County, except as set forth below.

Extension of Option Period. Owner agrees to extend this Option for one successive six (6) month period upon receipt of payment of \$1,000.00 for such extension (the "Extension Fee").

Exercising the Option and Terms of Purchase. In the event County shall elect to exercise this Option, it shall, within the Option Period, provide written notice of the exercise of this Option to Owner at Owner's address shown below (or such other address as Owner

may subsequently, by written notice to County, designate). Such notice of exercise of this Option may, at County's option, be delivered to Owner, sent to Owner by registered or certified United States Mail, return receipt requested, or served in same manner as provided for in applicable state statutes for service of initial or original notice of an action at law.

If County exercises the Option, the terms and conditions of the purchase and sale of the Property shall be as set forth in the Good Faith Offer attached hereto as Exhibit B.

Due Diligence. Owner shall allow County to access the Property and conduct reasonable due diligence regarding the Property during the Option Period. Due Diligence shall include, but is not limited to, inspections, tests, and investigations on or of the Property as deemed necessary to County. Such Due Diligence may include, but shall in no way be limited to, staking and conducting civil, and environmental surveys on the Property.

County hereby agrees to pay any and all damages to growing crops or other property of Owner or Owner's tenant caused by the conducting of tests and surveys prior to expiration of the Option Period.

Default. If Owner defaults, County may (1) sue for specific performance; or (2) terminate this Option and request the return of the Option Fee and Extension Fee, sue for actual damages, or both. In addition, County may seek any other remedies available in law or equity.

Recording of Option. This Option, or a separate memorandum evidencing this Option, may be recorded in the Office of the Register of Deeds of Jackson County, Michigan, at the discretion of County.

Representation by Seller. Owner represents that Owner is the sole owner of the Property and that Owner owns the Property in fee simple. In addition, no third parties have any rights to claim ownership or use of the Property (including, without limitation, any claims arising from adverse possession or prescriptive use), except for certain tenants that lease the Property.

Owner shall maintain the Property in accordance with Owner's customary standards and will take no action affecting the Property which is not in Owner's ordinary course of business without the prior written consent of County.

Owner shall not, after the granting of this Option, enter into any document affecting the Property, or which would be a title encumbrance if recorded, without first securing the written approval of County. In addition, during the Option Period, Owner shall not enter into any leases longer than six months for any part of the Property.

Binding Effect. This Option shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Owner and County.

Dated: 6-15-10

Agent for County of Jackson

By: [Signature]
Name: TIM DAVIS
Title: MANAGER LAND SERVICES, CAI

ACKNOWLEDGMENT

Acknowledged before me in Jackson County, Michigan, on <u>June 15th</u> , 2010,	
by <u>JAMES J. AIELLO</u> Notary Public, State of Michigan County of Oakland My Commission Expires Nov. 4, 2012 Acting in the County of <u>Jackson</u>	<u>Tim Davis</u>
Notary's Stamp: _____ (Notary's name, county and date commission expires)	Notary's Signature: <u>[Signature]</u>

OWNER GRANTS THIS OPTION.

Dated: 6-15-10

T. J. Marshall (seal)
Name: T. J. Marshall
Address: _____

Wanda Riddle (seal)
Name: Wanda Riddle
Address: _____

ACKNOWLEDGMENTS

Acknowledged before me in Jackson County, Michigan, on June 15, 2010,

by T.J. Marshall & Wanda Riddle

Notary's Jeannine P. Myers
Jackson, County Michigan
Stamp: Expires 7-29-14
(Notary's name, county and date commission expires)

Notary's
Signature:

Jeannine P. Myers

Property Tax Code: 000-08-31-127-003-00**Parcel No.: 92**

PROPERTY DESCRIPTION:

Commencing at the North 1/4 post of Section 31, Town 2 South, Range 1 West, Blackman Township, Jackson County, Michigan, thence North 89 degrees 34 minutes West along the North line of said Section 31, as now fenced and occupied 226.2 feet to a point for the Place of Beginning for this description, thence South parallel with the North and South 1/4 line of said Section 31, 947.8 feet to the centerline of the Woodville Road, thence South 85 degrees 34 minutes West along the said center of Woodville Road 151.25 feet, thence North parallel with the said North and South 1/4 line 242.0 feet, thence South 85 degrees 34 minutes West parallel with the centerline of said Road 90.8 feet to a fenced property line, thence North 0 degrees 12 minutes West along said fenced property line 726.5 feet to the said North Section line, thence South 89 degrees 34 minutes East along said North Section line 244.0 feet to the Place of Beginning.

REAL ESTATE OPTION TO PURCHASE

Kenneth E. Richards and Doris M. Richards, husband and wife, hereinafter referred to as "Owner" (whether one or more), hereby grants to the County of Jackson, a Michigan Municipal Corporation, hereinafter referred to as "County", and its successors and assigns, the exclusive option to purchase the following described real estate (hereinafter referred to as the "Property") located in Jackson County, State of Michigan.

See Exhibit "A" attached

The Property described on the attached Exhibit A consists of approximately 4.94 acres.

Drafted by and after recording return to:

Tim Davis, SR/WA Commonwealth Associates, Inc PO Box 1124 Jackson, MI 49204-1124

Parcel No: 93

Parcel Assessor Identification Number(s): 000-08-31-127-004-00

Deadline for Grant of Option. This Option is void unless a copy of the Option which has been signed by Owner is delivered to County on or before June 22, 2010, at 5:00 p.m., Eastern Standard Time (time is of the essence).

Term of Option. This Option commences when granted by Owner and shall terminate after six (6) months from the date of the granting of the Option, if not previously exercised by County. The initial term of the Option, together with any extensions, is hereinafter referred to as the "Option Period".

Option Fee. County shall pay to Owner the sum of One Thousand Dollars (\$1,000.00) in consideration of being granted the Option (the "Option Fee"). In the event the County exercises this Option, and the transaction closes, the Option Fee and the Extension Fee shall comprise a part of the total sum or purchase price and shall be credited against the purchase price at the closing. If County does not exercise the Option, the Option Fee and any Extension Fee are nonrefundable to County, except as set forth below.

Extension of Option Period. Owner agrees to extend this Option for one successive six (6) month period upon receipt of payment of \$1,000.00 for such extension (the "Extension Fee").

Exercising the Option and Terms of Purchase. In the event County shall elect to exercise this Option, it shall, within the Option Period, provide written notice of the exercise of this Option to Owner at Owner's address shown below (or such other address as Owner

may subsequently, by written notice to County, designate). Such notice of exercise of this Option may, at County's option, be delivered to Owner, sent to Owner by registered or certified United States Mail, return receipt requested, or served in same manner as provided for in applicable state statutes for service of initial or original notice of an action at law.

If County exercises the Option, the terms and conditions of the purchase and sale of the Property shall be as set forth in the Good Faith Offer attached hereto as Exhibit B.

Due Diligence. Owner shall allow County to access the Property and conduct reasonable due diligence regarding the Property during the Option Period. Due Diligence shall include, but is not limited to, inspections, tests, and investigations on or of the Property as deemed necessary to County. Such Due Diligence may include, but shall in no way be limited to, staking and conducting civil, and environmental surveys on the Property.

County hereby agrees to pay any and all damages to growing crops or other property of Owner or Owner's tenant caused by the conducting of tests and surveys prior to expiration of the Option Period.

Default. If Owner defaults, County may (1) sue for specific performance; or (2) terminate this Option and request the return of the Option Fee and Extension Fee, sue for actual damages, or both. In addition, County may seek any other remedies available in law or equity.

Recording of Option. This Option, or a separate memorandum evidencing this Option, may be recorded in the Office of the Register of Deeds of Jackson County, Michigan, at the discretion of County.

Representation by Seller. Owner represents that Owner is the sole owner of the Property and that Owner owns the Property in fee simple. In addition, no third parties have any rights to claim ownership or use of the Property (including, without limitation, any claims arising from adverse possession or prescriptive use), except for certain tenants that lease the Property.

Owner shall maintain the Property in accordance with Owner's customary standards and will take no action affecting the Property which is not in Owner's ordinary course of business without the prior written consent of County.

Owner shall not, after the granting of this Option, enter into any document affecting the Property, or which would be a title encumbrance if recorded, without first securing the written approval of County. In addition, during the Option Period, Owner shall not enter into any leases longer than six months for any part of the Property. *Grantors sign and grant this document on behalf of themselves as individuals and as Trustees of any Trust which may exist and has an interest in the subject parcel. Grantor name or title, as stated in the first paragraph, may be altered to reflect any Trust or similar agreement at time of exercise or at anytime deemed necessary by Grantee.*

Binding Effect. This Option shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Owner and County.

Dated: Revised 7-23-10

Agent for County of Jackson

By: [Signature]
Name: Tim Davis
Title: MANAGE, LAND SERVICES SECTION

ACKNOWLEDGMENT

Acknowledged before me in Jackson County, Michigan, on <u>July 23</u> , 2010,	
by <u>Tim Davis</u>	
Notary's Stamp: (Notary's name, county and date commission expires)	Notary's Signature:
<div style="border: 1px solid black; padding: 5px; display: inline-block;">Desmond H Kirkland Notary Public of Michigan Calhoun County Expires 04/26/2012 Acting in the County of <u>Calhoun</u></div>	<u>[Signature: Desmond H. Kirkland]</u> <u>Desmond H. Kirkland</u>

OWNER GRANTS THIS OPTION on behalf of themselves and as Trustees of any Trust which may exist.

Dated: 7-23-10

[Signature: Kenneth E. Richards] (seal)
Name: Kenneth E. Richards
Address: 4226 Woodville Rd
Jackson MI 49202-1813

[Signature: Doris M. Richards] (seal)
Name: Doris M. Richards

Address: _____

ACKNOWLEDGMENTS

Acknowledged before me in Jackson County, Michigan, on <u>July 23</u> , 2010,	
by <u>KENNETH E. Richards AND Doris M. Richards</u>	
Notary's Stamp: (Notary's name, county and expiration date) Desmond H Kirkland Notary Public of Michigan Calhoun County Expires 04/26/2012 Acting in the County of <u>Jackson</u>	Notary's Signature: <u>Desmond H. Kirkland</u> <u>DESMOND H. KIRKLAND</u>

Property Tax Code: 000-08-31-127-004-00	Parcel No.: 93
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PROPERTY DESCRIPTION:

A parcel of land located in the Northeast 1/4 of the Northwest 1/4 of Section 31, Town 2 South, Range 1 West, Blackman Township, described as follows: Commencing at the North 1/4 post of Section 31, town 2 South, Range 1 West, thence Southerly along the North and South 1/4 line 927.5 feet to the center of Woodville Road; thence South 85 degrees 34' West along said centerline 233 feet, thence Northerly 947.8 feet to the North line of Section 31 to a point which is 226.2 feet Westerly from the North 1/4 post, thence along the North section line 226.2 feet to the place of beginning.

RESOLUTION # (10-10.35)

**AUTHORIZING THE PURCHASE OF
FOUR WOODVILLE ROAD PARCELS #90, #91, #92 and #93
FOR THE RUNWAY 7-25 SAFETY AREA PROJECT**

To Exercise Existing Purchase Options and Purchase: Parcel # 90 (4229 Woodville Road, Philip Davisson-owner); # 91 (4240 Woodville Road, Howard Wheeler-owner); # 92 (4236 Woodville Road, Wanda Riddle & T.J. Marshall-owners); and, Parcel # 93 (4226 Woodville Road, Kenneth & Doris Richards-owners).

AT THE JACKSON COUNTY AIRPORT

WHEREAS, The FAA has indicated that Runway 6-24 at the Jackson County Airport does not have the required “safety areas” and necessitating construction of a new runway, Runway 7-25; and,

WHEREAS, continued progress in building this new runway with safety areas warrants the fee acquisition of parcels # 90, #91, #92 and #93; and,

WHEREAS, grant funds in the amount of \$1,500,000 (Federal \$1,425,000; State \$37,500 and County \$37,500) have been granted by the Michigan Aeronautics Commission to the Jackson County Airport – Reynolds Field and are in the public interest and will fund these purchases; and,

WHEREAS, acquisition of these parcels will create significant project cost savings by eliminating the necessity to construct a new Woodville Road connector; and,

WHEREAS, the Jackson County Board of Commissioners has previously decided that this overall Runway Safety Area project will enhance the safety of the airport and is in the public interest; and,

WHEREAS, The Jackson County Board of Commissioners has legal authority to approve such property acquisitions; and,

WHEREAS, James E. Shotwell, Jr. is the Chairman of the Jackson County Board of Commissioners and has authority to sign legal documents on behalf of the Commission.

NOW, THEREFORE, BE IT RESOLVED THAT, the Jackson County Board of Commissioners approves of the referenced acquisitions AND authorizes James E. Shotwell, Jr. to sign on behalf of the Jackson County Board of Commissioners.

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

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, 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 October 19, 2010 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Jackson County ADMINISTRATOR/CONTROLLER

Randall W. Treacher, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: County Affairs Committee

FROM: Randall W. Treacher
Director of Board of Public Works

SUBJECT: Modern Waste Transfer Station

DATE: October 6, 2010

Motion Requested

Authorize the Director of Public Works to provide a letter of consistency with the Jackson County Solid Waste Management Plan to Modern Waste, Inc. for the proposed transfer station.

Upon request, I have reviewed the proposal by Modern Waste, Inc. to build a new transfer station within Jackson County for consistency with the Jackson County Solid Waste Management Plan. The purpose of the transfer station is to temporarily hold solid waste collected outside Jackson County prior to exporting it out of the County.

The planned use of the transfer station is consistent with the Solid Waste Management Plan. A previous letter from the county's attorney supports this finding, citing that the county's ordinance only applies to solid waste collected in Jackson County.

I recommend that the County Affairs Committee authorize the Director of Public Works to provide a letter of consistency to Modern Waste, Inc. with respect to the proposed transfer station.

MODERN WASTE SYSTEMS, INC.

P.O. BOX 275
NAPOLEON, MI 49261
(517) 536-4900

September 20, 2010

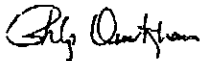
Jackson County Board of Public Works
Chairman Geoffry Snyder
120 W. Michigan Ave
Jackson, MI 49201

Dear Chairman Snyder

Modern Waste Systems, Inc. is in the process of obtaining from the Michigan DNRE a license for the transfer and processing of MSW. This will enable us to remove recyclables from the solid waste stream and deliver the remaining contents to the Jackson County Resource Recovery in accordance with the county flow control ordinance. Per Michigan DNRE requirements we are requesting a letter of consistency with the County Solid Waste Plan.

Thank you for your attention to this matter

Respectfully,



Philip Duckham
President
Modern Waste Systems

Expansion of the resource recovery facility beyond its current 200 tpd capacity to its "as planned" maximum expansion capacity of 300 tpd shall be considered consistent with this plan. Construction of a new resource recovery facility shall require an amendment to this plan which must include a description of the type and quantity of waste to be imported for processing as well as an enumeration of the geographic areas of solid waste haulers which will be supplying waste to fuel the additional capacity.

Transfer Stations

In evaluating proposed transfer stations for consistency with this plan, the following shall be considered. Type II waste shall only be transferred to other disposal areas in counties with which there is a signed agreement and which are listed in Table 2A. Transfer stations which will simply facilitate the intra-county transportation of waste may be sited at anytime.

Type III Landfills

The maximum number of Type III landfills operating in Jackson shall be one. A new Type III landfill may be sited whenever there are no Type III landfills operating in the county, or when the existing Type III landfill has an estimated capacity of 24 months. Type III waste is not subject to the provisions of the County Flow Control Ordinance.

Solid Waste Sensitivity Overlay Maps

Nine solid waste sensitivity overlay maps (1"= 4,000') were prepared by the Region 2 Planning Commission for the previous solid waste management plan. Each map displays the characteristics of an environmental feature such as wetlands, developed areas, or areas of groundwater recharge and flow. When the nine transparencies are placed over a base map of Jackson County, areas not suitable for hosting solid waste disposal facilities are identified. For the plan document, six of these maps have been reduced and duplicated. The maps are represented in the plan document as Maps 3-1 through 3-6.

The following location criteria must also be met before a new disposal area shall be considered consistent with the plan.

New Type II Landfills

1. The landfill shall not be located in a wetland as identified on Overlay Map IX. (Map 3-1)
2. The land fill shall not be located in a developed area as identified on Overlay Map VIII. (Map 3-2)
3. The landfill shall not be located within the boundaries of the natural and scenic areas mapped on Overlay VI. (Map 3-3)
4. The landfill shall not be located closer than 100 feet to the Norvell Mill Pond, Horton Mill Pond, Concord Mill Pond, Minard Mill Pond, Putney Mill Pond, Leoni Pond, Tompkins Pond, Liberty Mills, Ford Dam of the Michigan Center Lake Impoundment. Overlay Map VI. (Map 3-1)

JOHNSON ROSATI

LABARGE, ASELTINE & FIELD, P.C.

34405 W. Twelve Mile Road, Suite 200 - Farmington Hills, Michigan 48331-5627

Phone: 248.489.4100 / Fax: 248.489.1726

www.johnsonrosati.com

Christopher J. Johnson
cjohnson@jrlaf.com

January 20, 2010

Philip Duckham
President
Modern Way Systems, Inc.
P.O. Box 275
Napoleon, MI 49261

Re: Your correspondence of January 5, 2010

Dear Mr. Duckham:

Please be advised that Mr. Randy Treacher, Administrator/Controller of the County of Jackson has referred your correspondence of January 5, 2010 for my review and opinion. Please be advised that I have had an opportunity to review the Jackson County Solid Waste Ordinance in relation to your question.

It is my opinion that the ordinance only applies to waste that is picked up in Jackson County¹. Section 3 of the Ordinance makes it clear that waste that is generated outside of the County of Jackson does not have to be delivered to the County-Designated Location. There is also an exception in the Ordinance for recyclable materials which was also part of the question that you posed to Mr. Treacher.

If you have any further questions or comments, please feel free to contact me at your earliest convenience.

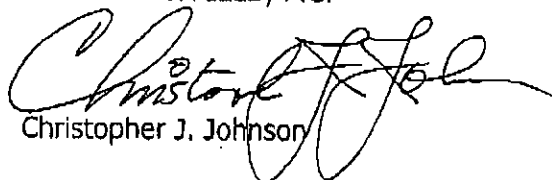
¹ Section 3 of the Jackson County Ordinance No. 6 provides:

After the Effective Date, it shall be unlawful for any person to dispose of Solid Waste picked up in Jackson County, except waste which is permitted under state law or rules promulgated by the Department to be disposed of at the site of generation and newspapers and other materials delivered to facilities for the recycling of such materials, other than by delivering or causing the delivery of such Solid Waste to the County-Designated Location in accordance with this Ordinance, any applicable laws and rules of the Department, and such delivery instructions and procedures as the County may from time to time prescribe, and payment of the Tipping Fee.

January 20, 2010
Page 2

Very truly yours,

JOHNSON, ROSATI, LABARGE,
ASELTINE & FIELD, P.C.



Christopher J. Johnson

CJJ/jd

cc: Mr. Randall Treacher, Jackson County Administrator

Resolution (10-10.36)
Department of Human Services Board of Directors Resolution
for Use of Post 1998 Maintenance of Effort (MOE) Fund for Payment
to Bond for Jackson County Medical Care Facility

Whereas, the Jackson County Medical Care Facility (JCMCF) serves all the people of Jackson County; and

Whereas, the current JCMCF building was completed and occupied in 2002 at its current location of 524 Lansing Avenue; and

Whereas, the citizens of Jackson County supported a millage in 1999 which allows Maintenance of Effort monies (MOEs) to be used for building upkeep and operational costs; and

Whereas, the Department of Human Services Board, together with the Administration and Staff of JCMCF, have gone to great lengths to maintain and operate the facility; and

Whereas, the Human Services Board of Directors supported and passed a Resolution to have up to \$299,000 of the interest payment and fees that are due November 1, 2010 on the bonds for JCMCF be remitted from the post 1998 Maintenance of Effort Fund and Medical Care Facility Building Project Debt Service Fund and that the County Treasurer to be instructed to transfer \$176,610.49 from the post 1998 Maintenance of Effort Fund to the Jackson County Building Authority Debt Service Fund for the direct payment of said interest and fees, and allocate the remaining Medical Care Facility Building Project dollars in the amount of \$121,611.40 from the Debt Service Fund toward the interest payment; and

Whereas, the Human Services Board of Directors has requested that \$121,611.40 to be remitted from the post 1998 Maintenance of Effort Fund into the Jackson County Medical Care Facility 291 Operating Account; and

Whereas, the Human Services Board of Directors has requested that an amount equal to the reimbursement the Facility receives for health insurance and other retiree benefits paid by the Jackson County General Fund on behalf of pre 1986 Medical Care Facility retirees be transferred to the Jackson County General Fund and such amount to be determined annually commencing in 2010 for expenditures incurred in 2009 upon annual resolution by the Department of Human Services Board.

Now Therefore Be It Resolved that the Jackson County Board of Commissioners hereby authorizes the actions as requested by the Human Services Board of Directors.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
October 19, 2010



**DEPARTMENT OF HUMAN SERVICES BOARD OF DIRECTORS
RESOLUTION FOR USE OF POST 1998 MOE FUNDS FOR PAYMENT TO BOND
FOR JACKSON COUNTY MEDICAL CARE FACILITY**

WHEREAS, the Jackson County Medical Care Facility (JCMCF) serves all the people of Jackson County, and

WHEREAS, the current JCMCF building was completed and occupied in 2002 at its current location of 524 Lansing Avenue, and

WHEREAS, the citizens of Jackson County supported a millage in 1999 which allows Maintenance of Effort monies (MOEs) to be used for capital expenditures and operational costs, and

WHEREAS, the Department of Human Services Board, together with the Administration and Staff of JCMCF, have gone to great lengths to maintain the facility, and

WHEREAS, the Human Services Board of Directors supported and passed a Resolution to have up to \$299,000 of the interest payment and fees that are due November 1, 2010 on the bonds for JCMCF be remitted from the post 1998 Maintenance of Effort Fund and Medical Care Facility Building Project Debt Service Fund and that the County Treasurer to be instructed to transfer \$176,610.49 from the post 1998 Maintenance of Effort Fund to the Jackson County Building Authority Debt Service Fund for the direct payment of said interest and fees, and allocate the remaining Medical Care Facility Building Project dollars in the amount of \$121,611.40 from the Debt Service Fund toward the interest payment; and

WHEREAS, the Human Services Board of Directors has requested that \$121,611.40 to be remitted from the post 1998 Maintenance of Effort Fund into the Jackson County Medical Care Facility 291 Operating Account; and

WHEREAS, the Human Services Board of Directors has requested that an amount equal to the reimbursement the Facility receives for health insurance and other retiree benefits paid by the Jackson County General Fund on behalf of pre 1986 Medical Care Facility retirees be transferred to the Jackson County General Fund and such amount to be determined annually commencing in 2010 for expenditures incurred in 2009 upon annual resolution by the Department of Human Services Board.

I certify this is a copy of the Resolution supported and passed by the Department of Human Services Board of Directors at a special meeting held on September 24, 2010.

Ronald Markowski, Chairperson
Department of Human Services Board of Directors

9.24.10
Date



Jackson County

Resolution (10-10.34)

To Authorize Entering into an Agreement with the County of Genesee To Implement Activities under the REACH US Grant from the Centers of Disease Control and Prevention

Whereas, the Jackson County Prenatal Task Force was formed to address the high infant mortality rates in Jackson County, and

Whereas, Jackson County statistics show that the infant mortality rate for African-Americans is four times that of Whites (28.6 compared to 6.7), and

Whereas, the Jackson County Prenatal Task Force was successful in obtaining a grant for \$25,000 to conduct activities targeting the reduction in infant mortality among high risk populations.

Therefore Be It Resolved that the Jackson County Board of Commissioners approves entering into an agreement with the County of Genesee for \$25,000 for activities specified in the REACH US grant proposal.

**James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
October 19, 2010**



Genesee County Health Department

Mark Valacak, M.P.H., Health Officer
Gary K. Johnson, M.D., M.P.H., Medical Director

<http://www.gchd.us>

Floyd J. McCree Courts &
Human Services Building
630 S. Saginaw Street, Ste 4
Flint, Michigan, 48502-1540
Phone: 810-257-3612
Fax: 810-257-3147

Community Health
Phone: 810-257-3612
Fax: 810-257-3147

Environmental Health
Phone: 810-257-3603
Fax: 810-257-3125

Personal Health
Phone: 810-257-3132
Fax: 810-237-6162

Burton Branch
G-3373 S. Saginaw St.
Burton, Michigan 48529
Phone: 810-742-2255
Fax: 810-742-2561

September 2, 2010

Mary Ricciardello, RN, BSN
Director, Personal and Preventative Health Services
Jackson County Health Department
1715 Lansing Avenue, Ste.221
Jackson, MI 49202

Dear Ms. Ricciardello,

Thank you for your recent application to the Genesee County Health Department for REACH US Legacy funding. I am pleased to inform you that your project has been selected for funding in the requested amount of \$25,000.

An agreement will be developed between the Jackson County Health Department and the Genesee County Health Department for review by both parties. Please look to receive a copy for your review and signature.

Again, thank you for your submission.

Shannon Brownlee, MPH
Genesee County Health Department

Better Life Through Better Health

INTERLOCAL AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE COUNTY OF GENESEE, A MUNICIPAL CORPORATION
AND
THE COUNTY OF JACKSON, A MUNICIPAL CORPORATION

THIS INTERLOCAL AGREEMENT ("Agreement") is made this 1st day of November 1 2010, between the COUNTY OF GENESEE, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as "GENESEE"), whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 and the County of Jackson (hereinafter referred to as "Subgrantee"), a municipal corporation and political subdivision of the State of Michigan, whose principal place of business is located at 1715 Lansing Avenue, Ste.221, Jackson, MI 49202.

WITNESSETH:

WHEREAS, GENESEE has accepted a REACH US grant from the Centers for Disease Control and Prevention and has been designated a Center for Excellence in the Elimination of Disparities; and

WHEREAS, GENESEE has selected Subgrantee through a competitive process to provide certain services required by the REACH US grant; and

WHEREAS, Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, GENESEE and Subgrantee enter into this AGREEMENT for the purpose of implementing the subgrant provisions of the REACH-US grant.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IS HEREBY AGREED** by and between the parties as follows:

- I. **AGREEMENT CONTENTS.** This Agreement is comprised of the terms and conditions set forth below, the Exhibits attached hereto, and any other mutually agreed to and properly executed modification, amendment, addendum, or change order. The Exhibits listed below are incorporated and part of this Agreement.

Exhibit A - Scope of Services

Exhibit B - Compensation

Exhibit C - Reporting Requirements

Exhibit D - Insurance Requirements

II. SERVICES TO BE PERFORMED

The Subgrantee agrees to perform the services described in Exhibit A.

III. COMPENSATION.

Genesee will reimburse the Subgrantee for approved expenses incurred by the Subgrantee in the performance of this Agreement. The total amount paid to the Subgrantee under this Agreement will not exceed \$25,000.00. The Subgrantee's projected budget for the Initial Term of the Agreement is attached as Exhibit B. Genesee will not approve any expense not identified in the Exhibit B, and Genesee will not approve any expenses in excess of the amounts identified in Exhibit B. The Subgrantee must provide to Genesee monthly invoices in a form acceptable to Genesee, along with any supporting documentation such as time sheets and receipts for incurred expenses. Genesee will pay the Subgrantee within sixty (60) days of the Genesee's acceptance of the invoice and supporting documentation.

Upon ratification of this Agreement, Financial Status Reports shall be submitted no later than thirty (30) days after the close of the calendar month. The monthly Financial Status Report must reflect total actual program financial expenditures in accordance with the terms and conditions of this Contract. Failure to comply with minimum reporting requirement due dates for FSRs will result in the deferral of monthly pre-payment reimbursements.

The Contractor will be penalized with a one-time reduction in their current Contract allocation for failure to comply with reporting deadlines at conclusion of the Contract period, including submission of output measures. Any penalty funds will be reallocated to other contractors. Reductions will be one time only and will not carry forward to the next fiscal year as an ongoing reduction to a contractor's allocation. Penalties will be assessed based upon the postmark date of the mailing envelope.

Contractor Penalties for Noncompliance with Reporting Requirements:

- a. 1% - 1 day to 30 days late;
- b. 2% - 31 days to 60 days late;

3% - Over 60 days late with a maximum of 3% reduction in the Contractor's allocation.

- IV. RESPONSIBILITY FOR MATERIAL, SUPPLIES, FACILITIES AND SUPPORT PERSONNEL.** Except as specifically identified in this Agreement, Subgrantee shall provide all necessary materials, supplies, facilities and supporting personnel for the performance of services required under this Agreement.
- V. COMPLIANCE WITH THE LAW.** Subgrantee, while engaging in any activity pursuant to this Agreement, shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations.
- VI. NONDISCRIMINATION.** GENESEE and Subgrantee, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status.
- GENESEE and Subgrantee shall adhere to all applicable Federal, State, and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the Elliott Larsen Civil Rights Act, 1976 PA 453 as amended; the Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220 as amended; the Americans with Disabilities Act of 1990, (42 USC 12101 et seq.) as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement.
- VII. STATUS OF EMPLOYEES.** At no time shall an employee of one party be considered an employee or agent of the other in the performance of services under this Agreement. Each party shall be solely and completely liable for their respective employees' compensation, overtime wages, expenses, fringe benefits, pension and/or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances of reimbursement of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on in any way related to their respective employment relationships.
- VIII. INSURANCE REQUIREMENTS AND INDEMNIFICATION.** The subgrantee agrees to obtain insurance coverage of the types and

amounts required as set forth in the Insurance Checklist described on Exhibit D and keep such insurance coverage in force throughout the life of this Agreement.

Notice of Cancellation All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy.

Insurance Certificate and Additional Insured Coverage The Subgrantee further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifically the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

Indemnification The Subgrantee agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Subgrantee's performance of the Services or presence on the County's property or worksite.

- IX. **WAIVERS.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or future exercise of any right, power, or privilege preclude any other or future exercise of any other rights, power or privilege.
- X. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- XI. **FORCE MAJEURE.** Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the

affected Party. Reasonable notice shall be given to the affected Party of any such event.

- XII. AGREEMENT APPROVAL AND AMENDMENT.** This Agreement shall not become effective prior to the approval by concurrent resolution of the Genesee County Board of Commissioners and the governing body of Subgrantee. The approval and terms of this Agreement shall be entered in the official minutes and proceedings of the respective governing bodies of each party and shall also be filed with the office of the Clerk for each party. In addition, GENESEE shall file this Agreement and any subsequent amendments with the Secretary of State for the State of Michigan.

Except as expressly provided herein, this Agreement may be amended only by concurrent written resolutions of the Parties' governing bodies. This Agreement shall not be changed, supplemented, or amended except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Agreement.

- XIII. AGREEMENT DURATION AND TERMINATION.** This Agreement shall be effective November 1, 2010 and shall continue through October 31, 2011 at which time it shall terminate unless extended by mutual consent of the parties hereto.

Notwithstanding any other provision of this Agreement to the contrary, either party may terminate this Agreement prior to the termination date set forth herein if notice is given in writing to the other party at least sixty (60) days prior to the date on which such termination becomes effective. In the event of early termination, Subgrantee shall be compensated for all services performed up to the effective date of termination.

- XIV. SUBCONTRACTING OR ASSIGNMENTS.** Subgrantee shall not subcontract or assign the duties under this agreement without the prior written consent of GENESEE.
- XV. DISREGARDING TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- XVI. COMPLETENESS OF THE AGREEMENT.** This Agreement and the additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed

upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof, shall have any validity or bind either of the parties hereto.

XVII. INVALID PROVISIONS. If any provision of this Agreement is held to be invalid it shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

XVIII. CONCLUSION. For and in consideration of the mutual promises, acknowledgements and representations set forth in this Agreement, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree to be bound by the above terms and conditions.

EXHIBIT A
Description of Services
November 1, 2010 - October 31, 2011

	Activity/Service	Description	Deliverables	
			Total Expected Units	Documentation
1.	Implement the House-to-House Program, which empowers low-income, African American and adolescent women by providing information on local resources and self-efficacy training to improve health before, during and between pregnancies	<p>Three gatherings will be offered which include culturally competent information. Specific topics include:</p> <ol style="list-style-type: none"> 1) Focusing on health before during and after pregnancy 2) Focusing on healthy pregnancies, prenatal care, proper nutrition while pregnant, signs and symptoms of pre-term labor, safe sleep, breastfeeding and community resources 3) Focuses on local teen pregnancy, puberty and development, and other effective communication skills 	<ul style="list-style-type: none"> Over 700 women will be reached annually. The education program has been expanded to the local Laundromat. The participant incentive will be four free loads of laundry 	<ul style="list-style-type: none"> Pre and post tests to assess participants 'knowledge of their health before, during, and after pregnancy. Satisfaction surveys to assess program experiences Submit all reports as described in Subagreement.
2.	Implementation of a Social Marketing Campaign	<ul style="list-style-type: none"> Focus will be on health information in the areas of healthy pregnancies, pregnancy planning, signs and symptoms of pre-term labor, adequate prenatal and preconception care, as well as awareness of community, state and federal resources. 	<ul style="list-style-type: none"> County-wide social marketing campaign 	<ul style="list-style-type: none"> Pre and post tests Submit all reports as described in Subagreement.
3.	Provider-based interventions	<ul style="list-style-type: none"> Will aim to integrate systemic, prevention-focused, evidence-based preconception practices into traditional care. 	<ul style="list-style-type: none"> All women seeking prenatal care in Jackson County. 	<ul style="list-style-type: none"> Document the number of educators/providers trained and the number of program participants reached.

EXHIBIT B
Projected Budget
November 1, 2010 - October 31, 2011

Jackson County Health Department

DETAILED BUDGET FOR NEXT BUDGET PERIOD--DIRECT COSTS ONLY			FROM 1-Nov-10	THROUGH 31-Oct-11	GRANT NUMBER 1U58DP000940	
PERSONNEL (Applicant organization only)			% EFFORT ON PROJ.	DOLLAR AMOUNT REQUESTED (omit cents)		
NAME	ROLE ON PROJECT	TYPE APPT. (MONTHS)		SALARY REQUESTED	FRINGE BENEFITS	TOTALS
Kelly Cutting, RN	Public Health Nurse	12	3%	1,686.00	-	1,686.00
Kara Beer	PNTF Coordinator	12	10%	6,450.00	-	6,450.00
SUBTOTALS →				8,136.00	-	8,136.00
CONSULTANT COSTS						
EQUIPMENT (Itemized)						
SUPPLIES						
House-to-House Meeting Support		1,540.00				
CME Event Meeting Support		1,483.00				
House-to-House Incentives		3,000.00				
Peer Educator Incentives		4,010.00				
Evaluation Incentives		750.00				
						10,783.00
TRAVEL						
Local: (178 miles to Genesee County x .50) x 3 days		267.00				
						267.00
ALTERATIONS AND RENOVATIONS (Itemize by category)						
OTHER EXPENSES (Itemize by category)						
Media Campaign, print materials, PSAs		5,000.00				
						5,000.00
SUBTOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD						24,186.00
CONSORTIUM/CONTRACTUAL COST		DIRECT COSTS				814
		Indirects (10%)				
TOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD (Item 9a, Face Page) ----->						25,000.00

Program Information

Grant Category	Comprehensive Agreement	Grant Program	Comprehensive Agreement - FY 2011
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Synopsis

The Comprehensive Planning, Budgeting and Contracting (CPBC) agreement is a grant agreement between the Michigan Department of Community Health (MDCH) and each of Michigan's 45 Local Health Departments (LHDs). This agreement contains the majority of the MDCH funded programs provided through LHDs. For fiscal year 2009/2010, the 45 CPBC agreements collectively contain 62 local health service programs and funding of \$126,228,341.

The legal basis for the CPBC agreement can be found in 333.2484 of Michigan's Public Health Code (P.A. 368 of 1978, as amended). This section grants authority to the Department to enter into agreements with LHDs, requiring the implementation of standards and providing for the reimbursement of expenses. Local health service programs funded through the CPBC agreement are administered in accordance with the Public Health Code, rules promulgated under the Code, minimum program requirements and all other applicable Federal, State and Local laws, rules and regulations.

Stemming back to its inception in the 1980's, the CPBC agreement represents the Department's efforts to streamline the contracting process with LHDs. Prior to its creation, LHDs received separate agreements for each program throughout the year, which required multiple approvals from the jurisdictional boards. The CPBC agreement provided a vehicle to consolidate and standardize these agreements into a single comprehensive agreement, thus improving the overall efficiency of the contracting process for LHDs as well as the Department.

Each year, an original CPBC agreement is developed and execution by the Department and the LHDs. This CPBC agreement contains boilerplate language that outline general terms and conditions; Attachment I – Budget Instructions; Attachment II – Output Report; Attachment III – Special Requirements; Attachment IV- Allocation Matrix; and a table with the current Rules and Regulations references that govern the agreement and its programs. During the fiscal year, the CPBC agreement will be amended to add actual program budgets, to modify general provisions, add new programs and funding, and to modify funding levels as needed. Each program budget is reviewed and approved by the MDCH program staff before it is incorporated into the CPBC agreement through an amendment. MDCH program staff review the budgets to ensure that funds will be expended in accordance with the program's purposes and requirements. Additionally, there are two guidance documents that contain minimum program requirements and reporting requirements that are referenced in the CPBC agreement. By referencing these two documents instead of including all of the specific requirements, the size of the CPBC agreement is kept to a minimum and allows for changes to the documents to occur outside of the agreement amendment process.

Each year, the LHDs are contractually required to provide the following reports throughout the year:

- ? Quarterly Financial Status Report (FSR);
- ? A final FSR;
- ? A Local Maintenance of Effort Report;
- ? Initial and Actual Output Measures Reports;
- ? Other reports specified by MDCH program managers and/or required by federal/state funding sources.

A new initiative, E-Grants, is underway with the CPBC agreement as well as other MDCH grant agreements to improve the grant process by creating an electronic grant system. Through E-Grants, the program requirements, plans, budgets, financial reports, progress reports, and other data reports will be contained in a single paperless system. Many aspects of the current CPBC agreement process are manual and all the official documents are maintained in paper form. E-Grants will allow further streamlining of the CPBC agreement process, which will provide more time for the program staff to provide technical assistance and for program monitoring.

Timeline

RFP Published Date	06/23/2010	Application Submission	09/24/2010 05:00:00 PM
Approval Date	09/29/2010	Date/Time	

Contacts

Name	eMail	Telephone
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Jeanette Hensler henslerj1@michigan.gov

(517) 241-5548

JACKSON COUNTY HEALTH DEPT- CPBC ALLOCATIONS FYE 9/30/11

	Allocation by MDCH		JCHD Orgkey
Bioterrorism (10/1/10 thru 7/31/11)	\$127,807		221175
Bioterrorism (8/1/11 thru 9/30/10)	\$25,561		221175
Children's Special Health Care Services- O & A	\$113,000		221341
Complete Streets- CVA ARRA Ends 2/28/11	\$6,000		221160
Fetal Infant Mortality Review (FIMR)- Case Abstraction	\$3,780		221341
HIV Prevention	\$18,318		221616
Immunization Action Plan	\$71,884		221634
Immunization Reaching More Children & Adults	\$14,550		221310
Immunization Vaccine Quality Assurance	\$14,767		221310
LPHO Food (Environmental Health)	\$113,553		221200
LPHO Onsite- Sewage (Environmental Health)	\$88,971		221200
LPHO Drinking Water (Environmental Health)	\$75,792		221200
LPHO MDCH- Other (Communicable Diseases)	\$48,916	A	221300
LPHO MDCH- Other (Sexually Transmitted Diseases)	\$48,916	A	221313
LPHO MDCH- Other (Immunizations)	\$48,916	A	221310
LPHO Hearing	\$27,368		221417
LPHO Vision	\$27,367		221417
Local MCH (FIMR)	\$61,660	B	221320
Local MCH (Immunizations)	\$26,529	B	221310
Sexually Transmitted Diseases	\$21,878		221313
Tobacco Reduction	\$20,000		221630
Women, Infants, Children (WIC)	\$797,700		221460
TOTAL ALLOCATIONS	\$1,803,233		

The above allocations do not include fee for services that are reimbursed on a per occurrence basis,

Note A- The MDCH Allocation to JCHD is \$146,748. The JCHD allocation is split into 3 optional orgkeys.

Note B The MDCH Allocation to JCHD is \$88,189. The JCHD allocation is split into 2 optional . orgkeys.

(Contract Amendments expected):

There will also be an additional allocation for carryover of unspent pan flu & swine flu money from FYE 9/30/10 (Orgkey 221180).

There will also be some restoration of LPHO funding to local Health Departments due to legislative budget changes.

**COUNTY OF JACKSON
DEPARTMENT OF HUMAN RESOURCES**

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

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

To: Randy Treacher
Adam Brown

Date: October 6, 2010

From:  Joni Johnson

Re: Amendment No. 2 – Cafeteria Plan

We are required to amend our Cafeteria Plan due to provisions in the Patient Protection and Affordable Care Act of 2010 (PPACA). Effective January 1, 2011 drugs or medicine purchased under the medical expense reimbursement programs must be prescribed drugs, unless insulin. Also effective January 1, 2011, the Plan will allow for the extension of coverage up to the day before the date on which an adult child turns age 26.

The required amendment and resolution to be adopted are attached.

County of Jackson

Resolution (10-10.32) Adopting Amendment No. 2 to the 2009 County of Jackson Amended and Restated Section 125 Cafeteria Plan

A meeting of the Board of Commissioners of the County of Jackson, (the "County") was held on October 19, 2010. Sufficient members were present to constitute a quorum of the Commissioners of the County. Following a reading of the Amendment and discussion concerning the provisions, the following resolutions were, upon motion duly made, adopted:

RESOLVED, that the County of Jackson's adoption of Amendment No. 2 to the 2009 County of Jackson Second Amended and Restated Section 125 Cafeteria Plan ("Amendment"), effective as of the dates contained therein, is affirmed and ratified.

RESOLVED FURTHER, that the actions of the County Administrator/ Controller, Randall W. Treacher, necessary to adopt the Amendment on behalf of the County of Jackson, are hereby affirmed and ratified.

I certify that the above is true and a complete record of action taken by the Board of Commissioners of the County of Jackson, on the 19th day of October, 2010.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
October 19, 2010

**AMENDMENT NO. 2 TO THE COUNTY OF JACKSON
SECOND AMENDED AND RESTATED SECTION 125 CAFETERIA PLAN**

Amendment No. 2 to the County of Jackson Second Amended and Restated Section 125 Cafeteria Plan (the "Plan") is made this _____ day of _____, 2010.

1. Section 1.9 of the Plan is amended in its entirety, effective January 1, 2011, to read as follows:

1.9 **"Dependent"** generally means a Participant's Spouse and any person who is a dependent of the Participant within the meaning of Code section 152, as modified by Code section 105(b) and section 106 and the regulations and other authority thereunder. Effective January 1, 2011, the definition of "Dependent" for purposes of Section 1.36 and Article 7 is expanded to include an adult child until the child turns 26 years of age. A "child" for this purpose is defined as a son, daughter, stepson, stepdaughter, or eligible foster child of the Participant as defined in Code section 152(f)(1). The definition of "child" for this purpose shall not include a child of the Participant's child. For purposes of Sections 1.11 and 1.12 and Article 6, "Dependent" means any individual who is either a dependent of the Participant (who is a qualifying child within the meaning of Code section 152) who is under the age of 13, or a Participant's spouse or dependent (as defined in Code section 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B)) who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year. In circumstances of divorced or legally separated parents (or parents who live apart at all times during the last six months of the calendar year), a child as provided above and in Code section 152(e) and section 21(e)(5) will be the "Dependent" of the parent having custody for the greater portion of the calendar year. It is the intent of this provision to comply with the provisions of ERISA Section 609(c). Notwithstanding the foregoing, the Plan will provide benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of "Dependent."

2. Section 1.29A of the Plan is added in its entirety, effective immediately, to read as follows:

1.29A **"PPACA"** means the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, and as may be further amended from time to time. References in the Plan to any PPACA section shall include any comparable or succeeding provisions of any legislation which amends, supplements, or replaces the section.

3. Section 1.36 of the Plan is amended in its entirety, effective January 1, 2011, to read as follows:

1.36 **"Qualifying Medical Care Expenses"** means expenses incurred by a Participant, or by the Spouse or Dependent of the Participant, for medical care as defined in Code section 213(d), but only to the extent that the Participant or other persons incurring the expense are not reimbursed for the expense through insurance or otherwise. If only a portion of

the Medical Care Expense has been reimbursed elsewhere, the Plan may reimburse the remaining portion of the expense if it otherwise meets this definition. Furthermore, a Participant may not be reimbursed for "qualified long-term care services" as defined in Code section 7702B(c). With the exception of advance payments for orthodontia, Qualifying Medical Care Expenses are incurred at the time the services to which the expense relates are rendered, regardless of when the Participant is charged for the services. Effective for taxable years beginning on or after January 1, 2011, Qualifying Medical Care Expenses shall include expenses incurred for a medicine or a drug only if such medicine or drug is a prescribed drug (determined without regard to whether such drug is available without a prescription) or is insulin.

4. Section 9.4A of the Plan is added in its entirety, effective immediately, to read as follows:

9.4A PPACA Special Enrollment. Currently, under Treas. Reg. §1.125-4(c), a cafeteria plan may only permit an employee to revoke an election during a period of coverage and to make a new election in limited circumstances. This regulation currently does not permit election changes for adult children who become eligible for a group health plan or group health insurance coverage under the PPACA or individuals who become eligible for benefits not subject to a lifetime limit on the dollar value of all benefits under the PPACA. However, it is the intent of the IRS and the Treasury to amend Treas. Reg. §1.125-4(c) to include the change in status events described in the PPACA and this Section. Once the IRS and/or Treasury make this change, this Plan will allow a mid-year election to conform with the following PPACA special enrollment rights:

Effective the first day of the first plan year beginning on or after September 23, 2010, the PPACA and its implementing regulations provide a 30-day special enrollment right for (1) any child (i) whose coverage ended, or who was denied coverage (or was not eligible for coverage) under a group health plan or group health insurance coverage because, under the terms of the plan or coverage, the availability of dependent coverage of children ended before the attainment of age 26; and (ii) who becomes eligible (or is required to become eligible) for coverage under a group health plan or group health insurance coverage on the first day of the first plan year beginning on or after September 23, 2010; and (2) any individual (i) whose coverage or benefits under a group health plan or group health insurance coverage ended by reason of reaching a lifetime limit on the dollar value of all benefits for any individual; and (ii) who becomes eligible (or is required to become eligible) for benefits not subject to a lifetime limit on the dollar value of all benefits under the group health plan or group health insurance coverage on the first day of the first plan year beginning on or after September 23, 2010. This Section only applies to group health plan coverage covering two or more Employees within the Component Benefit Programs. This Section does not apply to retiree-only plans, limited-scope vision or limited-scope dental plans, accident or disability plans, life insurance, health flexible spending accounts, or other Component Benefit Programs that qualify as "excepted benefits," as defined in Treasury Regulation section 54.9831-1(c).

5. Section 14.19A of the Plan is added in its entirety, effective immediately, to read as follows:

14.19A Patient Protection and Affordable Care Act of 2010 (PPACA). Notwithstanding any provision of this Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of PPACA, this Plan shall be operated in accordance with PPACA and any regulations thereunder.

Executed on the date first written above.

County of Jackson

By: _____
Randall W. Treacher,
County Administrator/Controller

Amendment No. 2 to the
County of Jackson Second Amended and
Restated Section 125 Cafeteria Plan
Drafted By:

Elizabeth H. Latchana, Esq.
Fraser Trebilcock Davis & Dunlap, P.C.
124 West Allegan, Suite 1000
Lansing, Michigan 48933
(517) 482-5800



INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JACKSON AND COUNTY OF JACKSON FOR THE PROVISION OF HUMAN RESOURCE FUNCTIONS

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

RECITALS

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

TERMS AND CONDITIONS

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

- 1. **Services.** The following services and/or transfers of functions and responsibilities shall be provided:
 - a. The County of Jackson Department of Human Resources will provide the City with services in; labor contract negotiations and implementation, benefits management, hiring of staff, and other human resource functions as requested by the City.

- b. The County will provide a Director of Human Resources, Deputy Director of Human Resources and appropriate support staff for the administration of the above-mentioned services. Both City and County must mutually agree on the hiring of the Director of Human Resources.
 - c. The County will be responsible for providing offices, maintenance, supply and overhead costs, and it's equipment for all staff of the Human Resources Department.
 - d. The City will provide one Personnel & Labor Relations Technician who will continue to be a City employee.
 - e. The City will be responsible for any costs related to the maintenance of computer programs or computers unique to the City.
2. **Costs.** All of the costs, including, but not limited to, compensation, federal and state payroll taxes, retirement plan contributions, health insurance, worker's compensation, life insurance, unemployment, shall be borne by the County except that the City shall reimburse the County \$81,369 annually (payments shall be made quarterly). The City shall commence payments to the County upon the Director of Human Resources starting employment with the County. Thereafter, the City shall be responsible for one half of the amount of increase (if any) to the annual salary of the Director of Human Resources.
3. **Effective Date.** The effective date (the "Effective Date") of the Agreement shall be November 1, 2010 unless otherwise mutually agrees by the parties in writing.
4. **Term of the Agreement.** The term of the Agreement shall commence on the Effective Date and shall continue for thirty-six (36) months thereafter, unless sooner terminated as hereinafter provided.
5. **Conditions Precedent.** The validity of the Agreement shall be conditioned upon the following:
 - a. The Agreement being approved by concurrent resolution of the governing body of the County and the City prior to the Effective Date.
 - b. The terms and conditions of the Agreement being entered in the respective minutes of the governing bodies for the meeting approving the Agreement.
 - c. A fully executed copy of the Agreement is filed with the Secretary of State for the State of Michigan, the County Clerk, and the City Clerk prior to the Effective Date.
6. **Termination of Agreement.** Anything contained herein to the contrary notwithstanding, the Agreement may be terminated by either party, for any reason, upon sixty (60) days written notice to the other party following formal action of the governing body of the terminating party authorizing the termination of the Agreement. Upon termination of the Agreement, the terms and conditions of the Agreement shall be null and void with the exception of the insurance provisions of paragraph 7 which shall survive the termination of the Agreement. Upon termination of the Agreement by other than the expiration of the thirty-six month term, written notice of the termination shall be provided to the County Clerk and the City Clerk.

7. **Insurance.** To the extent not otherwise prohibited by law, each party shall list the other party as an additional insured on their respective commercial general liability insurance policies. Said insurance coverage shall insure against causes of action, claims, damages, accidents, injuries, or liabilities that may arise as a result of the transfer of services, functions, or responsibilities as contemplated in this Agreement. A certificate of insurance shall be provided by each party evidencing this coverage.
8. **Remedies.** The parties reserve all rights to pursue any matter that may be subject to dispute by the parties in any court of competent jurisdiction or by other available legal means.
9. **Entire Agreement.** This is the entire agreement between the parties regarding its subject matter and it supersedes and replaces all prior and contemporaneous agreements. It may not be amended except in writing signed by both of the parties hereto. The headings in the Agreement are for convenience only, and shall not be considered as a part of the Agreement but the Recitals are an integral part of the Agreement.
10. **Governing Law.** The terms and conditions of the Agreement shall be governed by the laws of the State of Michigan.
11. **Notices.** Any written notice required or permitted in the Agreement shall be given by first class mail addressed to County Administrator, on behalf of the County, and the City Manager, on behalf of the City, at the address of that party first written above.
12. **Governmental Immunity.** Nothing in the Agreement shall be construed as a waiver of governmental immunity or other defenses to liability of either party or any officer or employee of either party.
13. **No Creation of Legal Entity.** The Agreement does not create a separate legal entity, a public body corporate, or a joint venture.
14. **Federal, State or Other Grants.** Any grants from Federal, State, or other public or private sources to either the County or the City in conjunction with the services, functions or responsibilities contemplated in the Agreement shall be retained by the party receiving the grant free of any claim by the other party.

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

THE COUNTY OF JACKSON

By: _____

Its: _____

THE CITY OF JACKSON

By: _____

Its: _____



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
Deputy Administrator

SUBJECT: Retirement Health Savings Plan

DATE: October 5, 2010

Motion Requested

Approve the attached Affirmative Statement for Adoption of the VantageCare Retirement Health Savings (RHS) Plan and Adoption Agreement for new non-union employees and authorize the Administrator/Controller to execute contract documents. Authorize the Administrator/ Controller to pursue conversion of employees under the defined contribution plan and hired prior to the effective date of this plan to the retirement health savings account and provide the board with a recommendation for approval.

I. Background

- A. The county's most recent actuarial evaluation identified an outstanding liability of \$64.9 million dollars for other post-employment benefits (OPEB). This evaluation enumerates the commitment made to retirees as well as current and future employees over the next 30 years for post employment benefits such as health care based on the current benefit levels.
- B. At the board's direction to review alternatives for reducing the OPEB liability, the Administrator/Controller's Office researched and entertained proposals for various retirement health savings plans.
- C. In the fall of 2009, the Administrator/ Controller addressed the Board of County Commissioners with an analysis and proposal to switch the retirement health benefit for new employees from an employer sponsored health benefit to a retirement health savings plan.
 1. The recommendation by the Administrator/Controller was recommended not only on the basis of the financial analysis but also from a competitive employer position. The current health benefit is inconsistent with the defined contribution retirement benefit.

- D. The Board of County Commissioners requested that an actuary provide analysis of the cost savings proposal provided to you by the Administrator/Controller.
- E. The Administrator/Controller's Office has consulted with the county's actuary and received feedback to our original analysis.

II. Current Situation

- A. The county's actuary showed that there would be a significant savings in terms of actual costs and reduction to the Count's OPEB liability by offering new employees a retirement health savings plan instead of the employer sponsored health plan.
- B. A committee organized by the Administrator/Controller's Office reviewed two different retirement health savings plans. One plan is offered by ICMARC (International City/County Management Association Retirement Corporation) and the other plan is offered by MERS (Michigan Employees Retirement System).
 - 1. The selection committee chose the ICMA RC VanatageCare Retirement Health Savings Plan as the preferred choice based on the plan provider's experience, assets, investment options, and program costs to the employees.
- C. The selection committee reviewed a range of plans sponsored by other employers. The funding level and terms vary substantially by employer. After reviewing the funding level and terms of other employers, and in consideration of the county's current commitment to retiree health benefits, the county proposes the following:
 - 1. Beginning employer funding level of \$1,750. In recognition of the inflationary costs of healthcare, the employer contribution would increase by \$100 every five years.
 - 2. Beginning mandatory employee funding level of \$750. In recognition of the inflationary costs of health care, the employee contribution would increase by \$50 every five years.
 - 3. Employees will be 100% vested after completing their third year of employment.
 - 4. The employee would be eligible to receive this medical benefit upon separation.
- D. The Administrator/Controller's Office recommends that we pursue conversion of other employee groups currently enrolled in the county's defined contribution to the retirement health savings plan. We believe the consistency of the retirement health savings plan will be an attraction to those currently enrolled in the defined contribution plan. This will substantially impact the county's OPEB liability.

III. Analysis

- A. **Strategic** – The proposal of the Administrator/Controller’s Office to move from a traditional employer sponsored health plan to a retirement health savings plan is consistent with the Board of County Commissioners strategic goals of a Healthy Community and an Improved Work Environment.
- B. **Financial** – Approval of the recommendation to move new employees and other groups to the retirement health savings plan will provide a substantial and immediate reduction to the county’s OPEB liability. Under the proposed plan, the county pays for the benefit each year of employment leaving no outstanding liability upon separation.
- C. **Timing** – Each new employee hired by the county falls under the traditional employer sponsored retirement health plan and in return adds to the OPEB liability.
- D. **Legal** – Approval by the Board of County Commissioners is required to change the retiree health benefits of new employees to a retirement health savings plan.

IV. Recommendation

The Administrator/Controller’s Office recommends that the board approve the attached Affirmative Statement for Adoption of the VantageCare Retirement Health Savings (RHS) Plan and Adoption Agreement for new non-union employees and authorize the Administrator/Controller to execute contract documents. Authorize the Administrator/ Controller to pursue conversion of employees under the defined contribution plan and hired prior to the effective date of this plan to the retirement health savings account and provide the board with a recommendation for approval.

Attachments:

Affirmative Statement for Adoption of the VantageCare Retirement Health Savings (RHS) Plan
Plan Adoption Agreement
Administrative Services Agreement
Presentation

**SUGGESTED AFFIRMATIVE STATEMENT FOR ADOPTION OF THE VANTAGECARE RETIREMENT
HEALTH SAVINGS (RHS) PLAN**

Plan Number: 8 03223

Name of Employer: Jackson County State: MI

Affirmative Statement of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a retiree health savings plan serves the interests of the Employer by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of the retiree health savings plan (the "Plan") serves the above objectives;

NOW THEREFORE, as a duly authorized agent of the Employer, I hereby:

ESTABLISH the Employer's Plan in the form of the ICMA Retirement Corporation's VantageCare Retirement Health Savings program; and

SPECIFY that the assets of the Plan shall be held in trust, with the following entity or individual serving as trustee (Select one):

- ☐ the Employer
- ☒ the following position within the Employer: Finance Director
(insert title of individual acting as trustee)
- ☐ the following group or committee within the Employer:
(insert group or committee acting as trustee)
- ☐ the following third-party trustee:
(insert name of third-party trustee)

for the exclusive benefit of the Plan participants and their survivors, and the assets of the plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The Employer has executed the Declaration of trust of the Jackson County Integral Part Trust in the form of: (Select one)

- ☒ The model trust made available by the ICMA Retirement Corporation
- ☐ The trust provided by the Employer (executed copy attached hereto).

SPECIFY that the Human Resources Director shall be the coordinator and contact for the Plan and shall receive necessary reports, notices, etc.

DATE:

Title of Designated Agent

Signature

**EMPLOYER VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN
ADOPTION AGREEMENT**

Plan Number: 8 03223

Check one: ☒ New Plan ☐ Amendment to Existing Plan

Employer Retirement Health Savings Plan Name:

I. Employer Name: Jackson County State: MI

II. The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.

III. Effective Date of the Plan: December 1, 2010

IV. The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer:

V. Eligible Groups, Participation and Participant Eligibility Requirements

A. Eligible Groups

The following group or groups of Employees are eligible to participate in the VantageCare Retirement Health Savings Plan (check all applicable boxes):

- ☐ All Employees
☐ All Full-Time Employees
☒ Non-Union Employees
☐ Public Safety Employees – Police
☐ Public Safety Employees – Firefighters
☐ General Employees
☐ Collectively-Bargained Employees (Specify unit(s))
☐ Other (specify group(s))

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. Participation

Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan or funding under this VantageCare Retirement Health Savings Plan is in whole or part a non-collectively bargained, self-insured plan, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. Participant Eligibility Requirements

1. Minimum service: The minimum period of service required for participation is N/A (write N/A if an Employee is eligible to participate or to elect to participate immediately upon employment).
2. Minimum age: The minimum age required for eligibility to participate is N/A (write N/A if no minimum age is required).

VI. Contribution Sources and Amounts

A. Definition of Earnings

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings", including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: Gross Wages

B. Direct Employer Contributions and Mandatory Contributions

1. Direct Employer Contributions

The Employer shall contribute on behalf of each Participant

- ☐ _____ % of Earnings
- ☒ \$ 1,750 each Plan Year to be increased \$100 every five (5) years
- ☐ A discretionary amount to be determined each Plan Year
- ☐ Other (describe): _____

2. Mandatory Employee Compensation Contributions *** to be increased \$50 every plan year

The Employer will make mandatory contributions of Employee compensation as follows:

- ☒ Reduction in Salary - _____ % of Earnings or \$ 750 will be contributed for the Plan Year.
- ☐ Decreased Merit or Pay Plan Adjustment - All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of Mandatory Contributions of Employee Compensation.

3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining Mandatory Employee Leave contributions):

- ☐ Accrued Sick Leave _____
- ☐ Accrued Vacation Leave _____
- ☐ Other (specify type of leave) Accrued _____ Leave

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

C. Limits on Total Contributions (check one box)

The total contribution by the Employer on behalf of each Participant (including Direct Employer and Mandatory Employee Contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

☒ There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.

☐ _____ % of earnings*

*Definition of earnings: ☐ Same as Section VI.A.. ☐ Other

☐ \$ _____ for the Plan year.

See Section V.B. for a discussion of nondiscrimination rules that may apply to non-collectively bargained self-insured Plans.

VII. Vesting for Direct Employer Contributions

A. Vesting Schedule (check one box)

☐ The account is 100% vested at all times.

☒ The following vesting schedule shall apply to Direct Employer Contributions as outlined in Section VI.B.1.:

Years of Service Completed	Vesting Percentage
3	100 %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

B. The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.

*Definition of retirement (check one box):

☐ Retirement as defined in the primary retirement plan of the Employer

☒ Separation from service

☐ Other _____

C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.

VIII. Forfeiture Provisions

Upon separation from the service of the Employer prior to attainment of benefit eligibility (as outlined in Section IX), or upon reversion to the Trust of a Participant's account assets remaining upon the participant's death (as outlined in Section XI), a Participant's non-vested funds shall (check one box):

☐ Remain in the Trust to be reallocated among all remaining Employees participating in the Plan as Direct Employer Contributions for the next and succeeding contribution cycle(s).

☐ Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants.

☐ Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.

☒ Revert to the Employer.

IX. Eligibility Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Plan

A. A Participant is eligible to receive benefits:

☐ At retirement only (also complete Section B.)

Definition of retirement:

☐ Same as Section VII.B.

☐ Other _____

☒ At separation from service with the following restrictions

☒ No restrictions

☐ Other _____

☐ At age _____ only

☐ At retirement and age _____ (also complete section B)

Definition of retirement:

☐ Same as Section VII.B.

☐ Other _____

☐ At retirement or age _____

Definition of retirement:

☐ Same as Section VII.B.

☐ Other _____

☐ Other, specified as follows (also complete Section B if applicable): _____

B. Termination prior to general benefit eligibility: In the case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from the service of the Employer prior to retirement will be eligible to receive benefits:

☒ Immediately upon separation from service.

☐ At age _____

C. A Participant that becomes totally and permanently disabled

☐ as defined by the Social Security Administration

☒ as defined by the Employer's primary retirement plan

☐ other _____

will become immediately eligible to receive medical benefit payments from his/her VantageCare Retirement Health Savings Plan account.

D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.

X. Permissible Medical Benefit Payments

Benefits eligible for reimbursement consist of:

- ☒ All Medical Expenses eligible under IRC Section 213* other than direct long-term care expenses, and including non-prescription medications allowed under IRS guidance.
- ☐ The following Medical Expenses (select only the expenses you wish to cover under the VantageCare Retirement Health Savings Plan):
- ☐ Medical Insurance Premiums
 - ☐ Medical Out-of-Pocket Expenses*
 - ☐ Medicare Part B Insurance Premiums
 - ☐ Medicare Part D Insurance Premiums
 - ☐ Medicare Supplemental Insurance Premiums
 - ☐ Prescription Drug Insurance Premiums
 - ☐ COBRA Insurance Premiums
 - ☐ Dental Insurance Premiums
 - ☐ Dental Out-of-Pocket Expenses*
 - ☐ Vision Insurance Premiums
 - ☐ Vision Out-of-Pocket Expenses*
 - ☐ Qualified Long-Term Care Insurance Premiums
 - ☐ Non-Prescription medications allowed under IRS guidance*
 - ☐ Other qualifying medical expenses (describe)*

** See Section V.A. for a discussion of nondiscrimination rules which may apply to non-collectively bargained, self-insured Plans.*

XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

The surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the account and utilize it to fund eligible medical benefits specified in Section X above.

Upon notification of a Participant's death, the Participant's account balance will be transferred into the Vantagepoint Money Market Fund* (or another fund selected by the Employer). The account balance may be reallocated by the surviving spouse or dependents.

** Please read the current Vantagepoint Mutual Funds prospectus carefully prior to investing. An investment in this fund is neither insured nor guaranteed and there can be no assurance that the Fund will be able to maintain a stable net asset value of \$1.00 per share. Vantagepoint Mutual Funds are distributed by ICMA-RC Services, LLC, a wholly-owned broker-dealer affiliate of ICMA Retirement Corporation. Member NASD/SIPC.*

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert to the Plan to be applied as specified in Section VIII.

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert to the Plan to be applied as specified in Section VIII.

XII. The Plan will operate according to the following provisions:

A. Employer Responsibilities

1. The Employer will submit all VantageCare Retirement Health Savings Plan contribution data via electronic submission.
 2. The Employer will submit all VantageCare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification and benefit eligibility notification.
- B.** Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.
- C.** Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her Survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to a third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).
- D.** An eligible dependent is the Participant's lawful spouse and any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
- E.** The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the VantageCare Retirement Health Savings Plan Employer Manual.

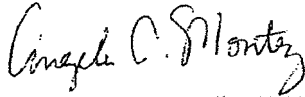
XIII. Employer Acknowledgements

- A.** The Employer hereby acknowledges it understands that failure to properly fill out this Employer VantageCare Retirement Health Savings Plan Adoption Agreement may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.
- B.** Check this box if you are including supporting documents that include plan provisions. ☐

EMPLOYER SIGNATURE

By: _____ Date: _____
Title: _____
Attest: _____ Date: _____
Title: _____

Accepted: VANTAGEPOINT TRANSFER AGENTS, LLC



Assistant Secretary

ADMINISTRATIVE SERVICES AGREEMENT

Type: VantageCare RHS

Account Number: 803223

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of the ____ day of _____, 20 ____ (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the County of Jackson ("Employer") a local governmental instrumentality organized and existing under the laws of the State of MI with an office at 120 W. Michigan Ave., Jackson, MI 49201.

RECITALS

Employer acts as a public plan sponsor for a retiree health plan with responsibility to obtain investment alternatives and services for employees participating in that plan;

Employer desires to make the VantageCare Retirement Health Savings Plan ("RHS Plan" or "Plan") provided by ICMA-RC available to its employees;

ICMA-RC makes available the Vantagepoint Funds, a no-load, diversified mutual fund, for investment of public employer plan assets, including RHS Plan assets;

ICMA-RC provides a complete offering of services to public employers for the operation of employee retirement and retiree health savings plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, benefit disbursement and asset management.

AGREEMENTS

1. Acceptance of RHS Plan

Employer agrees to make the RHS Plan provided by ICMA-RC available to its employees. The details of the RHS Plan shall be as mutually agreed between the Employer and ICMA-RC, and in general shall be as set forth in the RHS Plan materials developed by ICMA-RC and provided to Employer. The RHS Plan materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and ICMA-RC may from time to time mutually agree in writing to terms that vary from the RHS Plan materials. RHS plan materials shall include the *VantageCare RHS Employer Manual*, available electronically through the EZ Link System upon plan adoption.

The functions to be performed by ICMA-RC and its agents include:

- (a) allocation in accordance with participant direction of individual accounts to investment funds ("Funds") made available to Plan participants;
- (b) maintenance of individual accounts for participants reflecting amounts contributed, income, gain, or loss credited, and amounts disbursed as benefits;

- (c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;
- (d) communication to participants of information regarding their rights and elections under the Plan;
- (e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan; and
- (f) performance of tax withholding and reporting in conjunction with the Employer for each RHS account.

2. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities with respect to the Plan, including information needed to allocate individual participant accounts to Funds, and information as to the employment status of participants, and participant ages, addresses, beneficiaries and other identifying information (including tax identification numbers). ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant, dependent, or beneficiary that is furnished by such participant, dependent, or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide account information in reports, statements or accountings.

3. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- (b) ICMA-RC is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the Securities and Exchange Commission (SEC) and is a member in good standing of the Financial Industry Regulatory Authority (FINRA).

Employer represents and warrants to ICMA-RC that:

- (c) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict

with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

- (d) Information required to be retained by the Employer shall be set forth in the RHS plan materials developed by ICMA-RC and provided to the Employer.
- (e) Employer is responsible for determining that there are no state or local laws that would prohibit it from establishing ICMA-RC's VantageCare RHS program. Employer is also responsible for determining that the investments selected for the RHS plan fall within state/local requirements.
- (f) Employer acknowledges that the RHS plan may be treated as a "health plan" for Health Insurance Portability and Accountability Act ("HIPAA") purposes and therefore may be subject to HIPAA privacy rules. If it is determined that the RHS plan is considered a "health plan", an employer sponsoring RHS would be responsible for complying with the HIPAA privacy and security rules regarding protected health information of RHS plan participants.

ICMA-RC has procedures in place to safeguard the protected health information of RHS plan participants.

4. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to a medical child support order. Unless Employer notifies ICMA-RC otherwise, Employer authorizes ICMA-RC to determine whether disbursement of benefits to a former spouse, spouse or child pursuant to a medical child support order is appropriate.

5. Compensation and Payment

- (a) Absent an explicit agreement to the contrary between ICMA-RC and Employer, participant fees and expenses shall be payable from RHS assets, in accordance with the requirements of the RHS Plan as set forth below.
 - (i) Employer with ICMA-RC §401 and §457 retirement plan average participant account balances of \$25,000 or more:

An annual asset fee of 0.30% (30 basis points) will be charged on a quarterly basis, based on the balance in the account on the last day of the previous quarter.

In addition to the annual asset fee, a \$30 annual account fee will be charged to each Accountholder's account upon attainment of Benefit Eligibility by the Accountholder. Benefit Eligibility shall be transmitted electronically to ICMA-

RC by Employer through the EZ Link System.

Benefit Eligibility shall mean the quarter in which the Accountholder becomes eligible to use of the account for reimbursement of medical expenses under the terms of the Employer's RHS Plan. The account fee will be charged against the account on a quarterly basis.

Effective October 1, 2009, the annual account fee will change to \$25. This fee will be charged quarterly to each Accountholder's account (regardless of Benefit Eligibility).

- (ii) Employer with ICMA-RC §401 and §457 retirement plan average participant account balances of less than \$25,000, or Employer who does not currently have a retirement plan with ICMA-RC:

An annual asset fee of 0.40% (40 basis points) will be charged on a quarterly basis, based on the balance in the account on the last day of the previous quarter.

When the average participant account balance of the Employer's §401 and §457 retirement plans with ICMA-RC totals \$25,000 or more (based on the balances in the Employer's retirement plans on the last day of the previous quarter), the pricing detailed in paragraph 5.a. shall apply beginning in the subsequent quarter.

In addition to the annual asset fee, a \$30 annual account fee will be charged to each Accountholder's account upon attainment of Benefit Eligibility by the Accountholder. Benefit Eligibility shall be transmitted electronically to ICMA-RC by Employer through the EZ Link System. Benefit Eligibility shall mean the quarter in which the Accountholder becomes eligible to use of the account for reimbursement of medical expenses under the terms of the Employer's RHS Plan. The account fee will be charged against the account on a quarterly basis.

Effective October 1, 2009, the annual account fee will change to \$25. This fee will be charged quarterly to each Accountholder's account (regardless of Benefit Eligibility).

- (iii) Account administration fees are subject to change with appropriate prior notification.
- (b) Compensation for Advisory and other Services to the Vantagepoint Funds. Employer acknowledges that certain wholly-owned subsidiaries of ICMA-RC receive compensation for advisory and other services furnished to the Vantagepoint Funds. The fees referred to in this subsection are disclosed in the Vantagepoint Funds Prospectus.

6. Custody

Employer understands that amounts contributed to the RHS plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer in the RHS plan materials and are not to be remitted to the ICMA Retirement Trust or ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred, ICMA-RC will return it to Employer with proper instructions.

7. Responsibility

- (a) ICMA-RC shall not be responsible for any acts or omissions of any person other than ICMA-RC in connection with the administration or operation of the Plan.
- (b) The Employer understands that, as a general matter, the Internal Revenue Service (“IRS”) may decline to rule on certain design features or provisions that the Employer may request to have added to the RHS plan materials. The Employer agrees to hold ICMA-RC harmless in connection with the addition and administration of any RHS plan feature or provision requested by the Employer for which the IRS will not provide express interpretive guidance.

8. Term

This Agreement shall be in effect for an initial term beginning on the Inception Date and ending 5 years after the Inception Date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year.

9. Amendments and Adjustments

- (a) This Agreement may not be amended except by written instrument signed by the parties.
- (b) The parties agree that an adjustment to compensation or administrative and operational services under this Agreement may only be implemented by ICMA-RC through a proposal to the Employer via correspondence or the Employer Bulletin. The Employer will be given at least 60 days to review the proposal before the effective date of the adjustment. Such adjustment shall become effective unless, within the 60 day period before the effective date, the Employer notifies ICMA-RC in writing that it does not accept such adjustment, in which event the parties will negotiate with respect to the adjustment.
- (c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

10. Notices

All notices required to be delivered under Section 9 of this Agreement shall be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C, 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

11. Complete Agreement

This Agreement shall constitute the sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

12. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of MI applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

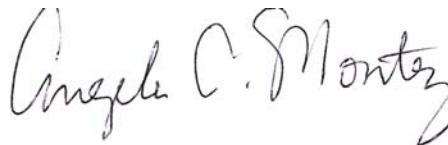
JACKSON COUNTY MI

By: _____

Print Name: _____

Title: _____

INTERNATIONAL CITY/COUNTY
MANAGEMENT ASSOCIATION RETIREMENT
CORPORATION



By _____

Angela C. Montez
Assistant Corporate Secretary

A Sustainable Future For

RETIREE HEALTH BENEFITS





Background

- ◆ Came before Board of Commissioners a year ago
- ◆ Recommended new employees participate in a Retirement Health Savings Account administered by ICMARC instead of the current employer sponsored retiree health plan
- ◆ Board requested that we get an actuary's opinion of the financial analysis



What is a Retirement Health Savings Plan?

- ◆ Paying for retiree health benefits as we go
- ◆ Employer and pre-tax employee contributions
- ◆ Employee has investment options
- ◆ Cash reimbursement for health care services available upon separation
- ◆ Benefit extends to spouse and dependents
- ◆ **No future county liability upon separation**



Last Year's Analysis

20 Year Analysis – based on contracts at the time

**County Staff Estimate
Current System**

\$473,356

**Retirement Health
Savings Plan**

\$38,000



Actuary's Analysis

25 Year Analysis – based on newly bargained contracts

Actual Costs

**Actuary Analysis
Current System**

\$574,398

**Retirement Health
Savings Plan**

\$48,750



Why Now?

- ◆ OPEB liability is growing
- ◆ Current health benefit is inconsistent with deferred compensation plan
 - ◆ 25 year vesting versus 5 year vesting
- ◆ No spousal or dependent benefit
- ◆ Fiscally and socially responsible thing to do

Plan Comparison

Factor	MERS	ICMARC
Size of Assets / Number of Plans		
Investment Options	4 conservative options	Over 30 options with a range of risk
Program Fee/Cost	\$25 and 50 basis points	\$30 and 40 basis points
Beneficiary	Dependents and then to non-dependent beneficiary on a taxable basis.	Dependents
Internet Access	Yes	Yes
Debit Cards	Cards	Not at this time

Recommendation

- ◆ ICMA Retirement Corporation
 - ◆ Experience
 - ◆ Investment options
 - ◆ Employee Cost



Contributions (Annual)

	Current	Proposal	Difference
Employee		\$750	\$750
Employer	\$12,180*	\$1,750	(\$10,430)

Total Legacy Cost Current Plan-	\$574,398
Total Cost Under HRA Plan -	\$48,750

* Cost in FY2009

Benefit

Assuming retirement at age 60 and 5% interest

◆ If employee left after :

◆ 5 years*	\$14,505
◆ 10 years*	\$33,887
◆ 15 years*	\$54,495
◆ 20 years	\$93,048
◆ 25 years	\$136,741

*No benefit under current plan for employees with less than 15 years of service

Next Steps

- ◆ Approve non-union new employee plan adoption
- ◆ Pursue conversion of other groups under the defined contribution plan
- ◆ Negotiate with unions in the next contract cycle (next contract begins in 2012)

Questions

JACKSON COUNTY PARKS

Memorandum

To: Randy Treacher, County Administrator
From: Brandon Ransom, Parks Director
Date: October 1, 2010
Re: 218 Fund Budget Adjustment

Background

Cascades Golf Course underwent a major timber project in 2009-2010 that generated revenue. The money realized from that project has been in a holding account for future use.

The golf course has been in need of drainage work for several years. We will be using the timber project revenue to address the drainage needs on the course. The attached budget adjustments reflect those changes.

Attachment: Proposed Budget Adjustments

**COUNTY OF JACKSON
GOLF FUND-BUDGET ADJUSTMENT
EXPENSE
2010**

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
								-
218	700	705	500	CASUAL WAGES	72,075	10,000		82,075
218	700	775	000	SUPPLIES, REPAIRS, MAINTENANCE	11,000	6,890		17,890
								-
								-
								-
								-
								-
								-
								-
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								-
								-
								-
					83,075	16,890	-	99,965

[illegible]

DEPT HEAD _____

DATE _____

COMMITTEE _____ DATE _____

BUDGET DIR _____

DATE _____

ADMIN	DATE
-------	------

BOARD OF COMM _____ DATE _____

**COUNTY OF JACKSON
GOLF FUND-BUDGET ADJUSTMENT
REVENUE
2010**

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
								-
218	700	695	000	MISCELLANEOUS	1,500	16,890		18,390
								-
								-
								-
								-
								-
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								-
								-
					1,500	16,890	-	18,390

[illegible]

DEPT HEAD

DATE _____

COMMITTEE DATE

BUDGET DIR _____

DATE _____

ADMIN _____ DATE _____

BOARD OF COMM DATE

Commissioner Board Appointments – October 2010

<u>BOARD</u>	<u>NEW TERM EXPIRES</u>	<u>CURRENT MEMBER</u>	<u>APPLICANTS</u>	<u>COMMITTEE RECOMMENDED APPOINTMENTS</u>
<u>Department of Human Services</u>				
1) One public member	10/31/2013	Ron Markowski	Ron Markowski Lauren Grinage	Ron Markowski
<u>Land Bank Authority</u>				
1) One township representative (Township Supervisors make recommendation)	10/31/2014	Denise Butler	Denise Butler	Denise Butler

COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *County of Jackson -- Administrator/Controller's Office -- 6th Floor*
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 FAX (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions.
Persons who wish to serve should complete the following information.

NAME: Butler Denise _____
Last First Middle Initial
HOME ADDRESS: 5313-12 Brooklyn Road Jackson 49201
Street City Zip Code
TELEPHONE: 517 536-8108 home & cell; 517 336-8646 Office denise@denisebutler.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

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

1. Jackson County Land Bank Authority 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>AWARE, Inc.</u>	<u>2008 to present</u>	<u>Treasurer; currently Vice President</u>
<u>Jackson County Strategic Plan-Economic Development</u>	<u>Since inception and currently serve</u>	<u>Member</u>
<u>Jackson County Pension Board</u>	<u>2002-2005</u>	<u>Vice Chair</u>

Employment:

City of East Lansing & Napoleon Township	Deputy Ct. Admin & Twp. Supervisor	2005-Present; 2000-Present
Current Employer:	Position:	Dates of Employment:

Education:

Masters Degree, Public Administration, Western Michigan University 2003

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

I was involved in the Land Bank's creation while I served Jackson County as its Chief Deputy Treasurer (2001-2005). I have indepth experience and knowledge about PA 123 of 1999.

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

I currently serve on the Land Bank Board. I have attended not only the regular meetings, but special meetings, and the Land Bank Summit earlier this year. I wish to continue serving Jackson County and am an asset to this Board.

Denise Butler

Signature:

9/14/2010

Date:

COUNTY OF JACKSON REQUEST FOR BOARD OR COMMISSION APPOINTMENT



Mail or personally deliver to: County of Jackson Administrator/Controller's Office 6th Floor
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 fax (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions. Persons who wish to serve should complete the following information.

NAME: MARKOWSKI RONALD L.
Last First Middle Initial
HOME ADDRESS: 3100 WELLMAN RD. PARMA 49269
Street City Zip Code
TELEPHONE: 517-782-9351 517-531-5045 Maricowskiepa@yahoo.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

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

1. HUMAN SERVICES BD 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

Activity/Organization:	Length of Service	Position(s) Held:
<u>HUMAN SERVICES BD.</u>	<u>9 YEARS</u>	<u>CHAIRMAN / BOARD</u>
<u>VISTA GRAND VILLA</u>	<u>9 YEARS</u>	<u>PRESIDENT / BOARD</u>

Employment:

Current Employer:	Position:	Dates of Employment:
<u>MARKOWSKI & COMPANY</u>	<u>SENIOR PARTNER</u>	<u>1970 - PRESENT</u>

Education:

UNIVERSITY OF MICHIGAN BBA

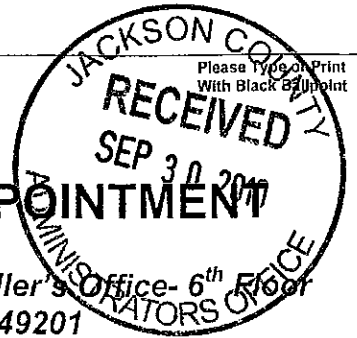
Please indicate why you are requesting appointment to this Board(s)/Commission(s):

I HAVE SERVED ON THIS BOARD FOR 9 YEARS. WE HAVE
A STRONG BOARD AND I WANT TO SEE THE FACILITY
(MEDICARE CARE) BE THE BEST.

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

Ronald Markowski
Signature

8/16/10
Date



COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: County of Jackson Administrator/Controller's Office - 6th Floor
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 fax (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions. Persons who wish to serve should complete the following information.

NAME: Grinage Lauren B
Last First Middle Initial
HOME ADDRESS: 190 West Arbor View B-1 Spring Arbor, MI 49283
Street City Zip Code
TELEPHONE: Cell 517 262 8006 laurengrinage@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

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

1. Dept Human Services 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

Activity/Organization:	Length of Service	Position(s) Held:
<u>Region 2 Agency on Aging</u>	<u>1 1/2 years</u>	<u>Member</u>
_____	_____	_____
_____	_____	_____

Employment:

Current Employer:	Position:	Dates of Employment:
<u>Semi retired</u>	<u>attorney</u>	_____

Education:

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

See attached sheet

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

Lauren Grinage
Signature

9/30/10
Date

Lauren Grimage Attachment to Board Application

Attachment to County of Jackson Request For Board or Commission Appointment

I served on the FIA Board for 6 years. During this time period the new facility was built. To my knowledge there was never a time period when the facility could not accept new residents. During the present board tenure this has happened at least two times. I started as a volunteer at the facility after being appointed to the board. I think that a requirement of a board member appointment should be that the person being appointed serves as a volunteer at the facility. I do not understand how a person can make good decisions if they do not have personal knowledge about how the facility is being run or have talked with the residents. The only time I am aware that the present board members have been to the facility is when they come for board meetings or come to staff or volunteer recognition dinners. This has only been recently. In my opinion I do not think a board member is committed to the facility and can take the resident's interests into account by coming to the facility for a few hours every other month.

I continue to see many rooms weekly that only have one occupant. I understand that the restrictions on accepting new patients has terminated but I still see multiple vacancies. What has the board done to correct this situation?

When I worked for City Bank, I was the community Investment act officer and bank compliance officer. I prepared and directed the compliance function for the bank and all of its subsidiaries. There were questionnaires and education requirements for all departments. These had to be confirmed to me. Perhaps such a program could avert the compliance problems that resulted in not being able to admit new residents.

I am also curious why it appeared to me that the staffing levels stayed the same even though the resident population was drastically reduced.

I think that no one has better credentials than I have or more experience with the facility and the residents. I do not just say I am interested in helping the facility. I show that I am interested in the facility and go there on a regular basis. In my frame of reference actions speak louder than words. I would be honored to be appointed to the board.

In addition to the medical care facility, I am also interested in the other responsibility of the board. I have discussed many situations with the Department head while on the board. I was and continue to be concerned about the services being provided to the less fortunate. I do not understand how long the legislature can keep cutting the budget and requiring the employees to handle more cases. I realize that most of the employees activities are controlled by the people in Lansing but I would like the opportunity to be able to advocate for the employees providing services to those in need of such in order to survive.

**TENTATIVE AGREEMENT SUMMARY
ASSISTANT PROSECUTOR'S ASSOCIATION**

October 8, 2010

1. Health Insurance: All employees will have a premium share of 10% per month based on the illustrated rates.
2. Retiree Health Insurance: For employees hired on or after 1/1/2010, they must attain the following years of continuous service credit to be eligible for health insurance coverage in retirement. It will be funded by the County as follows:

25 years	95%
24 years	90%
23 years	85%
22 years	80%
21 years	75%

Employees with less than 26 years of service must be eligible to immediately begin drawing pension benefits upon termination of employment to be eligible for health insurance benefits.

Or (if/when approved by the Board of Commissioners):

Employees hired on or after 1/1/2010 are eligible to convert to the Retirement Health Savings Account program, upon its establishment at the Employer's expense. If an Employee converts to the Retirement Health Savings Account program, any contributions made by the Employee or Employer, beginning from the date of hire, will be transferred into the Employee's Health Savings Account at no additional expense to the Employee.

3. Wages: 0% increase for 2010 and 2011
4. Pension: Existing window periods remain for 2010 and 2011.
5. DROP: Employees enrolling in the DROP on or after 1/1/10 will earn a minimum of 4.0% interest on their DROP deposits up to a maximum equal to the actual annual rate of return of the pension system minus 1.0%.
6. Paid Time Off: Will be allowed to use in increments of not less than ½ hour and in ½ hour integrals thereafter.

**COUNTY OF JACKSON
PURCHASING MANUAL**

Purchasing Policy

Policy No. 2025

DESIGN BUILD PURCHASING POLICY

I. APPLICABILITY

The Design Build Purchasing Policy may be used when the county wishes to combine the acquisition of professional (as defined in Policy No. 2030) and non-professional services in a single procurement. Combining professional and non-professional service acquisition can save time and cost.

II. THRESHOLDS

- A. \$0 - \$10,000 - The design build purchasing policy shall not be used for purchases under \$10,000.
- B. Greater than \$10,000 - \$50,000 – Except as provided below, budgeted professional services anticipated to be greater than \$10,000 to \$50,000 shall require a formal purchase order approved by the Department Head and the Administrator's Office and shall require an open market solicitation. A summary of the proposals, including an analysis of the proposals and recommended proposal award, shall be submitted to the respective standing committee for approval.
- C. Greater than \$50,000 - Except as provided below, budgeted professional services anticipated to be greater than \$50,000 shall require a formal purchase order approved by the Department Head and the Administrator's Office and shall require an open market solicitation. A summary of the proposals, including an analysis of the proposals and recommended proposal award, shall be submitted to the respective standing committee and Board of County Commissioners for approval.

III. SELECTION PROCEDURE

- A. Pre-Approval – Approval by the Administrator's Office is required to use the design build purchasing procedure. For purchases anticipated to be above \$500,000 pre-approval to use the design-build purchasing procedure is required by the Board of Commissioners.
- B. Preparation of Specifications – Specifications requiring preparation by an engineering firm or other professional services shall be procured in accordance with Policy No. 2030.
- C. Solicitation – The County shall issue a formal Request for Proposal (RFP) in an open market solicitation.
- D. Submissions – Submissions shall consist of two sealed packages, both clearly marked on the outside. The first package shall consist of the technical proposal. The second shall consist of the financial proposal.

E. Technical Review

1. Technical Review – The Selection Committee will first conduct a review of the technical proposal. The technical proposal shall include a statement of qualifications, which will be one of the selection criteria. Selection criteria shall be determined in advance.
2. First Cut – Using the evaluation factors, the technical review committee will weigh the merits of each proposal. Those proposals which are determined by the Selection Committee to be in the best interest of the county will be passed on to the financial review phase. The Selection Committee may pass on as many or as few proposals as they deem appropriate to the financial review phase.

F. Financial Review

1. After the proposal(s) have been approved through the technical review, the sealed financial proposal may be opened.
2. Contractors shall not interpret the sealed financial proposal of the design-build purchasing policy to be binding. The purpose of the financial proposal is to judge value in relationship to the technical proposal.
3. The Selection Committee shall determine which proposal(s) provide the best value for the county in terms of project cost, completion, and output. Those proposals deemed the best value shall be forwarded to the negotiations phase in rank order.

G. Negotiations

1. The county shall enter negotiations with the submitter of the top rank ordered proposal first.
2. The negotiation phase shall allow for reciprocal suggestions to the proposal in terms of, but not limited to design, materials, scope, and price.

H. Recommendation - The Selection Committee shall provide a recommendation to the approving body with an executable contract.

I. Approval – The appropriate approving body, in accordance with Section II of this policy, shall either approve or disapprove the recommendation of the selection committee. If the recommendation is disapproved, the Selection Committee shall reconvene.

J. Execution of Contract - The County Administrator's Office may execute all contracts under \$500,000. Contracts of \$500,000 or more must be signed by the Chairman of the Board of Commissioners.

IV. **SELECTION COMMITTEE**

The Selection Committee shall be recommended by the Department Head/Elected Official and approved by the County Administrator's Office. The committee, comprised of county staff, shall be diversely representative of the various disciplines and levels of organization involved in the project. This committee will also be responsible for general oversight of the Design-Build project.

VI. **AGREEMENT TERMS AND CONDITIONS**

All Contract terms and conditions will adhere to County of Jackson Policies and Administrative Directives.

VII. **LEGAL REVIEW BY DESIGNATED COUNTY ATTORNEY**

Legal review of contracts will be conducted at the discretion of the Administrator/Controller.

VIII. **APPLICABILITY**

This policy shall be applicable to all Departments, Boards, and Commissions of the County of Jackson except for the following:

- A. Jackson County Road Commission
- B. Drain Commissioner for projects performed under Part 40 (Drain Code)
- C. Jackson County Economic Development Corporation
- D. Jackson County Brownfield Redevelopment Authority
- E. Board of Public Works projects performed under P. A. 185 and P. A. 342

It is expected that the above mentioned exceptions to this policy will have adopted their own Professional Services purchasing policy. Copies of said policies are to be filed with the office of the Administrator/Controller.

Adopted: 00/00/00



Jackson County

ADMINISTRATOR/CONTROLLER

Randall W. Treacher, Administrator/Controller
Adam J. Brown, Deputy Administrator

October 12, 2010

TO: Jackson County Board of Commissioners

FROM: Randy Treacher

RE: Policy Committee Recommendation Regarding the Selection of the
Department on Aging Director

The Policy Committee met on October 6, 2010 and considered a request from the Administrator/Controller to waive Personnel Policy 3100 which concerns the hiring of certain department heads. Specifically, the Administrator is requesting that the requirement in the policy to have a member of the Board of Commissioners be a member of the Interview Committee, be set aside for the hiring of the Department on Aging Director. The rationale provided was that the remaining members of the Committee were able to make an appropriate recommendation to the Administrator.

The Policy Committee is recommending the Board waive Policy 3100 requirement for a Board of Commissioner representative to be a member of the Interview Committee in the matter of the hiring of the Department on Aging Director.

COUNTY OF JACKSON POLICY MANUAL

PERSONNEL

Policy No.
3100

DEPARTMENT HEAD SELECTION PROCESS

All of the Department Heads/Directors' positions listed below are to be filled by the County Administrator/Controller or the Board of Commissioners by adhering to the following selection procedures:

Department Heads hired by Administrator/Controller:

Administrative Services
Department on Aging
Facilities/Fleet
Human Resources
Information Technology

Department Heads hired by Board of Commissioners:

Medical Examiner
Equalization Director
Health Officer

Procedures:

- | | | |
|----|-------------------------------|---|
| 1. | Establish Interview Committee | Administrator/Controller or designee (1)
Human Resources (1)
Department Head/Elected Official /Management reps (2 or 3)
Technical Advisor (if needed) (1)
Chair of Board or Chair of appropriate Standing Committee or Chair's designee |
| 2. | Advertise for vacant position | Human Resources (in local paper, internet, and pertinent trade publications) |
| 3. | Receive application | Human Resources
(by established cutoff date) |

- | | | |
|-----|---|---|
| 4. | Review candidates for qualifications | Administrator/Controller
(based on best qualifications) |
| 5. | Select candidates to be interviewed | Administrator/Controller |
| 6. | 1 st interview | Interview Committee
(identical questions for all
candidates) |
| 7. | Selection of finalists | Interview Committee
(Reference checks conducted per
Personnel Policy #3340) |
| 8. | 2 nd interview (if necessary) | Interview Committee
(Core and individualized questions) |
| 9. | Site visits (optional) | Committee and/or staff |
| 10. | Non-binding recommendation of
committee majority to Administrator/
Controller (of those Department Heads
not appointed by Board of Commissioners) | Interview Committee |
| 11. | Non-binding recommendation by
Administrator/Controller to Board of
Commissioners of Department Heads
selected for positions hired by Board
of Commissioners | Board of Commissioners |
| 12. | Verbal offer to candidate | Human Resources |
| 13. | Offer in writing | Human Resources
(Signed by Administrator/
Controller and candidate) |

Effective: 10/19/04
Revised: 12/19/06
Revised: 5/19/09



Jackson County ADMINISTRATOR/CONTROLLER

Randall W. Treacher, Administrator/Controller
Adam J. Brown, Deputy Administrator

October 12, 2010

TO: Jackson County Board of Commissioners

FROM: Randy Treacher

RE: Policy Committee Recommendation Regarding the Upcoming Road
Commission Appointment

The Policy Committee met on October 6, 2010 and considered the upcoming appointment to the Jackson County Road Commission. Policy 4090 of the Board Rules (attached) requires that the Board of Commissioners must act affirmatively if they wish to use a "more intense search process to fill an appointment." The Policy Committee is recommending the Board adopt the following procedure for the Road Commission appointment.

- 1) Establish a five (5) member committee consisting of the Chair of County Affairs and three (3) other Commissioners not on County Affairs and a representative of the township supervisors. The Commission members are to be appointed by the Chair of the Board and approved by the Board of Commissioners.
- 2) The Committee will advertise for candidates. Candidates will be required to complete an application and/or provide a detailed resume.
- 3) The Committee may interview some or all of the candidates and in any case, present no more than three (3) candidates in order of preference to the County Affairs Committee who will recommend no more than one (1) candidate to the Board of Commissioners.

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, County Agencies, Human Services, Personnel & Finance). 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 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.