

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

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## **BOARD OF COMMISSIONERS**

**Clifford E. Herl, District 1  
David F. Lutchka, District 2  
Carl Rice, Jr., District 3  
Philip S. Duckham III, District 4  
Julie Alexander, District 5  
James C. Videto, District 6  
James E. Shotwell, Jr., District 7  
Gail W. Mahoney, District 8  
Jonathan T. Williams, District 9  
Kenneth W. Price, District 10  
Michael J. Way, District 11  
David K. Elwell, District 12**

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## **ELECTED OFFICIALS**

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

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## **COUNTY STAFF**

**Michael Overton, Administrator/Controller  
Adam Brown, Deputy Administrator  
Charles Adkins, Circuit Court Administrator  
Tammy Bates, District Court Administrator  
Andy Crisenbery, Friend of the Court  
James Latham, Director of Finance  
Connie Frey, IT Director  
Brandon Ransom, Parks Director  
Patrick Grubba, Youth Center Director  
Ruth Scott, Equalization Director  
Crystal Dixon, Human Resources Director  
Dr. John Maino, Medical Director  
Kent Maurer, Airport Manager  
Ric Scheele, Director-Fleet & Facilities Opns.  
Matt Shane, MSU Ext.-District Coordinator  
Marce Wandell, Department on Aging Director  
Dave Welihan, Veterans Affairs Officer  
Ted Westmeier, Health Officer**

## **County Commission Agenda October 23, 2012**

### **Order of Business:**

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

### **Public Comment**

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

### **Consent Agenda**

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

### **Standing Committees**

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

### **Closed Session**

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

**"Your interest in your County Government is appreciated"**

**AGENDA**  
**JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING**  
**ANNUAL MEETING**  
**October 23, 2012**  
**7:00 p.m.**  
**County Commission Chambers**

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

1. **CALL TO ORDER** – *by Chairman Steve Shotwell*
2. **INVOCATION** – *by David Elwell*
3. **PLEDGE OF ALLEGIANCE** – *by Grass Lake Junior Girl Scouts*
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS** – None.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS**
  - A. **CDBG Grant**

Attachments:  
\*Letter to Committee  
\*Notice of Public Hearing  
\*CDBG Report by Township  
\*10-12.36 CDBG Resolution
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES**
11. **MINUTES** - Minutes of the 9-18-12 Regular Meeting of the Jackson County Board of Commissioners

Attachments:  
\*9-18-12 Regular Meeting Minutes

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

A. **County Policy**

1. **Personnel Policy – 3050 Sexual Harassment**

Attachments:

\*Policy 3050

B. **County Affairs & Agencies**

2. **Equalization Apportionment Report**

Attachments:

\*Department Head Memo

\*Apportionment Report

3. **Airport RESOLUTION 10-12.42 AUTHORIZING THE COUNTY BOARD COMMISSIONERS CHAIR, James E. Shotwell Jr. TO SIGN MDOT SPONSORCONTRACT #2012-0782 (FEDERAL PROJECT #B-26-0051-3310), "FAA Reimbursable Agreement"**

Attachments:

\*Resolution 10-12.42

4. **Register of Deeds Automation Adjustment**

Attachments:

\*Automation Adjustment memo

C. **Human Services**

5. **Medical Director Contract Extension**

Attachments:

\*Medical Director Contract Extension

\*Services Agreement

\*Extension Contract

6. **Early On Contract with Jackson County Intermediate School District**

Attachments:

\*Early On Contract

\*Early On Motion Request

12. **CONSENT AGENDA *CONTINUED***

7. **CDBG – Community Development Block Grant**

Attachments:

- \*Letter to Committee
- \*Notice of Public Hearing
- \*CDBG Report by Township
- \*10-12.36 CDBG Resolution

D. **Personnel & Finance**

8. **COAM- Tentative Agreement with Jackson County Corrections Supervisors**

Attachments:

- \*Staff report

9. **Budget Adjustments**

a. **2012 Budget Adjustments**

Attachments:

- \*Staff Report

b. **Reassignment of Health Department Administrative Clerk Position**

Attachments:

- \*Staff report

E. **Other Business**

10. **Claims – September 1-30, 2012**

Attachments: None

13. **STANDING COMMITTEES**

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

1. **Board Organization**

Attachments:

\*Staff report

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

1. **Appointments**

a. Land Bank Authority – one Commissioner Member, one City Representative, one member of the public with Construction experience, term to 10/2016

Attachments:

\*Commissioner Board Appointments

\*Applications

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

2. **NSP3 – Public Comment**

Attachments:

\*Staff report

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

14. **UNFINISHED BUSINESS – None.**

15. **NEW BUSINESS**

A. **Administrator/Controller Salary**

Attachments:

\*Staff report

16. **PUBLIC COMMENTS**

17. **COMMISSIONER COMMENTS**

18. **CLOSED SESSION – None.**

19. **ADJOURNMENT**



# Community Action Agency

PROMOTING SELF-SUFFICIENCY

## • Jackson

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

## • Lenawee

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

## • Hillsdale

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

TDD: 1-800-649-3777

August 27, 2012

Human Services Committee  
Jackson County  
120 W. Michigan Ave.  
Jackson, MI 49201

REL CDBG Homeowner Rehab Grant Program Renewal

Dear Human Services Committee Members:

We are approaching the end of the current CDBG Homeowner Assistance program and it is time to apply for funding for the next grant cycle of January 1, 2013-June 30, 2015.

Community Action Agency has served as Jackson County's Third Party Administrator for the CDBG funds for several years in the 1990's and again since 2001.

Enclosed for your review is a list of rehab projects completed over this past grant cycle, listed by township. I will provide "before" and "after" photos of the full rehab projects for your review at your September meeting. We are pleased to report that with these funds, Jackson County was able to provide full rehab for 15 homeowners and emergency repairs for 26 homeowners. Two full rehabs were completed with program income which is income generated from previous loans that were paid back. In addition, about 28% of funding came from leveraged sources. The total dollar assistance provided to Jackson County residents for home improvements during the grant term is \$348,186.

At this time all funds have been committed. We still have two full rehabs outstanding. The estimates on those rehabs are included in the totals above. We anticipate they will be completed by the end of September.

The application process for the new grant cycle requires that a public hearing be held regarding the submittal of the application and that the County adopt a Resolution to approve the submittal of the application and to appoint Community Action Agency as the Third Party Administrator of the grant. The amount that the County can apply for is \$300,000 for the program period. The guidelines for the new program cycle have changed. Half of the funds may be used throughout the County, first-come, first-served as they have been in the past. The other half of the funds must be used in areas targeted by the County for community development under the Governor's "Placemaking" initiative and will be guided through a planning process initiated by MSHDA that will take place in the near future.



Community Action Agency is an equal opportunity provider.

We request that you forward a recommendation to the full Board of Commissioners to hold the public hearing on September 18, 2012 and adopt the Resolution.

We look forward to working with you again to help our Jackson County low and moderate income homeowners improve their homes. I will be present at your September 10, 2012 meeting and at the Public Hearing to answer any questions you may have.

Thank you.

Sincerely,

 (DUF)  
Toby Berry,  
Community Development Director

Enc.

## NOTICE OF PUBLIC HEARING

The County of Jackson will hold a public hearing at 7:10 PM Tuesday, October 23, 2012 in the Jackson County Commission Chambers, 120 W. Michigan Avenue, Jackson, MI 49201.

The purpose of the hearing is to receive public comments regarding Jackson County's application to the Michigan State Housing Development Authority (MSHDA) for \$300,000 of Community Development Block Grant funds for single-family housing improvement loans for eligible households. To be eligible for the loans, homeowner applicants must have a household income no greater than 80% of the Jackson County Area Medium Income (AMI) and must live in Jackson County, outside of the Jackson City limits. One half of the home improvement funds will be available to income -eligible homeowners on a first-come, first-served basis. The remainder of the funds will be available to income-eligible homeowners in areas targeted by the Board of Commissioners for community development as required by MSHDA. Approximately 25-35 households will be assisted with these funds.

Jackson County may submit its application to MSHDA for the grant between September 1, 2012 and December 31, 2012.

Written comments should be addressed to:  
Jackson County Board of Commissioners  
120 W. Michigan Ave.  
Jackson, MI 49201

###

**JACKSON COUNTY CDBG LOG SHEET**  
**GRANT PERIOD: 2010-2012**

08/22/12

**ADDRESS/TOWNSHIP**  
**BLACKMAN TOWNSHIP**

1134 Winifred Street      **ER**  
 Jackson, MI 49202

CDBG Dollars	Leverage Dollars	Project Cost
\$2,551.00	\$600.00	\$3,151.00

1039 Cranbrook Street      **ER**  
 Jackson, MI 49201

\$2,065.00	\$200.00	\$2,265.00
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2450 St. David Street      **ER**  
 Jackson, MI 49201

\$1,965.00	\$0.00	\$1,965.00
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206 Kenneth Street      **FULL**      \*\*\*  
 Jackson, MI 49203

\$14,300.00	\$1,300.00	\$15,600.00
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**COLUMBIA TOWNSHIP**

9508 Morea Drive      **ER**  
 Brooklyn, MI 49230

\$2,551.00	\$290.00	\$2,841.00
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**CONCORD TOWNSHIP**

121 South Main Street      **ER**  
 Concord, MI 49237      **FULL**

\$15,603.00	\$7,791.00	\$23,394.00
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**GRASS LAKE TOWNSHIP**

3125 Mack Island Road      **ER**  
 Grass Lake, MI 49240

\$2,551.00	\$1,000.00	\$3,551.00
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**HANOVER TOWSHIP**

11999 Strait Road      **ER**  
 Hanover, MI 49241

\$2,518.00	\$0.00	\$2,518.00
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**HENRIETTA TOWNSHIP**

11501 Whitney Road      **ER**  
 Pleasant Lake, MI 49272

\$2,551.00	\$395.00	\$2,946.00
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**LEONI TOWNSHIP**

111 Stillwell Avenue      **ER**  
 Michigan Avenue, MI 49254

\$2,551.00	\$0.00	\$2,551.00
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7211 East Michigan Avenue      **FULL**      \*\*\*  
 Jackson, MI 49201

\$11,090.00	\$0.00	\$11,090.00
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557 Sherdian Drive      **FULL**  
 Jackson, MI 49203

\$11,867.00	\$2,823.00	\$14,690.00
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541 Dettman Road      **FULL**  
 Jackson, MI 49203

\$23,650.00	\$19,680.00	\$43,330.00
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6009 Fairlane Drive      **FULL**  
 Grass Lake, MI 49240

\$10,478.00	\$0.00	\$10,478.00
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4026 Honeysuckle Drive      **FULL**  
 Jackson, MI 49201

\$21,025.00	\$0.00	\$21,025.00
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3520 Myers Court      **FULL**  
 Jackson, MI 49203

\$25,974.00	\$7,405.00	\$33,379.00
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**NAPOLEON TOWNSHIP**5743 Brooklyn Road  
Jackson, MI 49201

ER

\$1,582.00	\$0.00	\$1,582.00
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228 Cranberry Lake  
Jackson, MI 49201

ER

\$995.00	\$6,570.00	\$7,565.00
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9301 Charmine Place  
Jackson, MI 49201

ER

\$1,786.00	\$2,045.00	\$3,831.00
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**PARMA TOWNSHIP**13883 Peckham Road  
Parma, MI 49269

ER

\$2,551.00	\$500.00	\$3,051.00
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**SANDSTONE TOWNSHIP**323 Elizabeth Street  
Parma, MI 49269

ER

\$2,000.00	\$0.00	\$2,000.00
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**SUMMIT TOWNSHIP**339 Prairie Street  
Jackson, MI 49203

FULL

\$6,345.00	\$0.00	\$6,345.00
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410 Bagg Avenue  
Jackson, MI 49203

FULL

\$20,472.00	\$7,732.00	\$28,204.00
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211 Third Street  
Jackson, MI 49203

FULL

\$22,603.00	\$11,530.00	\$34,133.00
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810 Emmett Avenue  
Jackson, MI 49203

FULL

\$22,094.00	\$2,438.00	\$24,532.00
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230 Summit Street  
Jackson, MI 49203

FULL

\$32,034.00	\$3,000.00	\$35,034.00
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**TOMPKINS TOWNSHIP**8536 Clough Road  
Parma, MI 49269

ER

\$2,546.00	\$250.00	\$2,796.00
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**WATERLOO TOWNSHIP**4000 Portage Road  
Munith, MI 49259

ER

\$2,366.00	\$1,973.00	\$4,339.00
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**Totals:****13 Full Rehab  
16 ER Rehab****\$270,664.00****\$77,522.00****\$348,186.00**

\*\*\* Program Income Projects

**Leverage Sources**

FLHB	Dept. of Health
RD	Reg.II Area on Aging
WX	Dept. on Aging
PIP	Disabilities Connection
DHS	CMS Club
RDHP	Veterans Affair
HO's own funds	Salvation Army

**COUNTY OF JACKSON**

**RESOLUTION 10-12.36**

**AUTHORIZING APPLICATION FOR 2013-2015 MICHIGAN CDBG  
HOMEOWNER REHAB GRANT RENEWAL AND DESIGNATING THE  
COMMUNITY ACTION AGENCY AS ADMINISTRATOR FOR THE GRANT**

**WHEREAS**, it is the intent of the Jackson County Board of Commissioners to apply for grant funding through the Michigan State Housing Development Authority to provide grants to rehabilitate housing located in townships within Jackson County not receiving assistance; and

**WHEREAS**, in order to be assured of funding approval, Jackson County will need the support of township residents; and

**WHEREAS**, submission of applications can begin after September 1, 2012, with the deadline for the grant application is December 31, 2012; and

**WHEREAS**, The Jackson County Board of Commissioners published a notice in the Jackson Citizen Patriot and held a Public Hearing at 7:10 p.m., Tuesday, September 18, 2012 for the purpose of receiving oral and written comments from the eligible township residents and all interested parties relative to Jackson County's housing needs.

**NOW, THEREFORE, BE IT RESOLVED** that the Jackson County Board of Commissioners hereby submit the aforesaid housing grant application and direct the Chairman to sign this application and other documents pertinent to this grant, and to have the County accept the grant if awarded.

**BE IT FURTHER RESOLVED** that the Community Action Agency be designated as Administrator for the grant.

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James Shotwell, Jr, Chairman  
Jackson County Board of Commissioners  
October 23, 2012

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 23, 2012 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.

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Amanda Riska, County Clerk

Date: \_\_\_\_\_

**MINUTES**  
**JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING**  
**September 18, 2012**  
**7:00 p.m.**  
**County Commission Chambers**

1. **CALL TO ORDER** – by Chairman Steve Shotwell
2. **INVOCATION** – by Michael Way and a Moment of Silence for Commissioner Patricia Smith
3. **PLEDGE OF ALLEGIANCE** – by Grass Lake Girl Scouts; Jessica Jonaitis – Troop 228, Anna Schwerin – Troop 157, and Becki Belloli – Troop 157
4. **ROLL CALL** – County Clerk Amanda Riska

(11) Present. Commissioners Herl, Lutchka, Rice, Duckham, Alexander, Videto, Mahoney, Williams, Way, Elwell, and Shotwell.

5. **APPROVAL OF AGENDA**

*Moved by Mahoney, supported by Videto for Approval of the Agenda. Cmr. Way requested to add Filling the Vacant Commission Seat under New Business. Motion carried.*

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

John Wilson spoke about the Committee Structure for the 2013 Board of Commissioners.

Marina Antio expressed her disappointment regarding the LifeWays financial situation.

10. **SPECIAL MEETINGS OF STANDING COMMITTEES** – None.
11. **MINUTES** - Minutes of the August 21, 2012, Regular Meeting of the Jackson County Board of Commissioners

*Moved by Duckham, supported by Mahoney to Approve the Minutes of the August 21, 2012, Regular Meeting of the Jackson County Board of Commissioners. Motion carried.*

12. **CONSENT AGENDA**

*Moved by Herl, supported by Mahoney for Approval of the Consent Agenda. Cmr. Way asked to have Item 12.C.8. Change in LifeWays Annual Funding removed for discussion. Roll Call (11) Yeas. Motion carried.*

**A. County Policy**

1. Revised – Personnel Policy 3300 – Education Assistance Program

**B. County Affairs & Agencies**

2. Community Corrections Grant
3. Mental Health Court Grant
4. FOC FY 2013 Cooperative Reimbursement Program Agreement
5. Cradle to Career (C2C) Partnership Agreement

**C. Human Services**

6. Health Department Comprehensive Agreement
7. CDBG Grant
8. ~~Change in LifeWays Annual Funding~~

**D. Personnel & Finance**

9. Police Vehicle Purchase
10. JCERS By-Law Amendment
11. Professional Services Contract Change Order for Riverwalk Hotel Monitoring
12. Telecom Agreement
13. Budget Adjustments
  - a. Circuit Court

**E. Other Business**

14. Claims – August 1-31, 2012

**13. STANDING COMMITTEES**

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

**1. Committee Organization Discussion**

*Moved by Elwell, supported by Lutchka to Return this Issue to the Policy Committee for Discussion and to have it brought back to the Full Board at the October Meeting.*  
Motion carried.

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

**1. Appointments**

- a. City of Jackson LDFA/LBRA – 1 public member, term to 9/2016

Commissioner Lutchka stated that the committee recommended Jon Williams and Mike Way. Jon Williams stated that he wishes to withdraw his application. No other nominations from the floor. Mike Way appointed.

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

**1. NSP3 Boundary Plan Extension**

*Moved by Williams, supported by Lutchka to Approve the NSP3 Boundary Plan Extension.*

*Moved by Elwell, supported by Herl to Amend the Original Motion to Exclude the City from the NSP3 Boundary Plan.* Roll Call: (4) Yeas. Cmr. Herl, Rice, Duckham, and Elwell. (7) Nays. Cmr. Lutchka, Alexander, Videto, Shotwell, Mahoney, Williams, and Way. Motion failed.

Roll Call on Original Motion: (11) Yeas. Motion carried.

**2. Change in LifeWays Annual Funding**

*Moved by Williams, supported by Lutchka to Approve the Administrator's Recommendation Regarding LifeWays Funding.* Moved by Way to amend the motion as follows: **To approve a payment to LifeWays for \$466,000.00 for our share of their current year deficit. Require LifeWays to develop a deficit reduction plan and have them report monthly to the Human Services Standing Committee to report their progress on the plan. Have the 2013 County Commission next year about this time evaluate the progress of the deficit reduction plan and decide what the appropriate amount of money should be to contribute to them.** Williams supported the amendment and stated he will make it his full motion.

*After discussion, moved by Way and supported by Williams to amend the motion as follows: To approve a payment in 2012 of up to \$560,000 less the amount that has already been paid (approx. \$74,000) to LifeWays. Require LifeWays to develop a deficit reduction plan and have them report monthly to the Human Services Standing Committee to report their progress on the plan. Have the 2013 County Commission next year about this time evaluate the progress of the deficit reduction plan and decide what the appropriate amount of money should be to contribute to them.* Roll Call: (3) Yeas. Cmr. Williams, Way, and Elwell. (8) Nays. Cmr. Herl, Lutchka, Rice, Duckham, Alexander, Videto, Mahoney, and Shotwell. Motion failed.

*Moved by Williams, supported by Lutchka for the County to increase the local match payment to LifeWays in an amount not to exceed \$560,000 annually from the Budget Stabilization Fund for years 2012 and 2013.*

*After discussion, moved by Duckham and supported by Way to amend the original motion to include: Receive a monthly report from LifeWays on the status of improving their finances.* Roll Call: (7) Yeas. Cmr. Herl, Lutchka, Rice, Duckham, Williams, Way, and Elwell. (4) Nays. Cmr. Alexander, Videto, Mahoney, and Shotwell. Motion carried.

Roll Call for full motion as amended: (11) Yeas. Motion carried.

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

**1. Motion to Accept Transfer of Funds from MCF into General Fund**

*Moved by Videto, supported by Way to accept a resolution from the Jackson County Medical Care Facility to transfer \$78,064 from the Jackson County Medical Care Facility Maintenance of Effort Fund to cover pre 1989 Medical Care Facility Retirees and authorize transfer.* Roll Call: (11) Yeas. Motion carried.

**14. UNFINISHED BUSINESS – None.**

**15. NEW BUSINESS**

**A. Riverwalk Bid Acceptance**

*Moved by Elwell, supported by Way to Approve the Riverwalk Bid Acceptance.* Roll Call: (10) Yeas. (1) Nay. Cmr. Rice. Motion carried.

**B. Vacant Commission Seat – District 10**

*Moved by Mahoney, supported by Williams to advertise the vacant commission seat and allow the full board to review the applications to make an appointment.* Motion carried. The Study Session will be moved from October 12 to October 5, 2012.

**16. PUBLIC COMMENTS**

John Polaczyk commented on the BOC committee structure and thanked the Board for their votes to demolish the Riverwalk Hotel and for bringing money into the City.

Marina Antio is disappointed about the Board of Commissioner's vote on the LifeWays issue.

**17. COMMISSIONER COMMENTS – None.**

**18. CLOSED SESSION**

A. Discuss a personnel matter in accordance with MCL 15.268

*Moved by Mahoney, supported by Rice to Go into Closed Session.* Roll Call: (11) Yeas. Motion carried

*Moved by Way, supported by Rice to Return from Closed Session.* Motion carried.

**19. ADJOURNMENT** - Chairman Shotwell adjourned the September 18, 2012, Meeting of the Jackson County Board of Commissioners at 10:50 p.m.

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

Amanda L. Riska – County Clerk

# COUNTY OF JACKSON POLICY MANUAL

Policy No.  
3050

## PERSONNEL

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### SEXUAL HARASSMENT POLICY

The County of Jackson believes all employees should be able to work in an environment free of unwelcome sexual advances, communication of a sexual nature, requests for sexual favors, and all other unwelcome conduct of a sexual nature. Therefore, the County has established a policy and procedures by which allegations of sexual harassment may be filed and investigated.

This policy applies to all County elected officials and employees.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

1. Submission to such conduct or communication is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis or factor in employment decisions affecting such individual.
3. Such conduct or communication has the purpose or effect of unreasonably interfering with an individual's work performance, duty or assignment, or creating an intimidating, hostile, or offensive work environment.

**The viewing, accessing or being subject to pornographic material in the workplace or on work time is also a practice prohibited by this policy.**

**Employees and elected officials are prohibited from harassing suppliers, vendors, clients, customers, or visitors.**

#### Responsibility of Supervisor

All management and supervisory personnel will be responsible for the immediate reporting of any occurrence they may witness or that they are informed of. If possible, immediately after a complaint has been made, and while pending investigation, management/supervisory personnel should take the necessary steps to restrict or eliminate contact between the employee that made the complaint and the employee against whom the complaint is made.

# COUNTY OF JACKSON

## POLICY MANUAL

Policy No.  
3050

### PERSONNEL

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#### Procedure

The following procedure must be utilized by County employees for the processing of complaints relating to sexual **harassment and other conduct prohibited by this policy**. It is the intent of Jackson County to take action to prevent unwanted conduct from occurring and to handle all complaints in a fair, impartial, and prompt manner. All complaints will be investigated individually and confidentially as follows:

1. An employee who believes he/she has been subjected to sexual harassment or unwelcome conduct is to report the incident to their department head or the Human Resources Director. If the employee is not comfortable making the complaint to the department head or Human Resources Director he/she may report the complaint to the County Administrator/Controller. Alleged incidents should be reported verbally first. Employees wishing to pursue the matter will be required to put the complaint in writing. Written information may be disclosed to the alleged abuser to allow them an opportunity to defend themselves.
2. A meeting will be held between the person making the complaint and the Human Resources Director, or designate, as soon as possible, but no later than three (3) days after the date the complaint is made. Following this meeting, the accused employee will have full opportunity to respond to the allegations. The investigation may also include if necessary, interviews with other witnesses to the alleged occurrences.
3. Once the investigation is complete, if it is determined that sexual harassment or unwelcome conduct occurred, immediate disciplinary action up to and including discharge will be taken to resolve the situation and to prevent future incidents.

Employees or officials accused of sexual harassment under this policy are strictly prohibited from taking retaliatory action against the employee seeking redress under this policy.

11/05/08  
Revised: 10/23/12



# Jackson County EQUALIZATION DEPARTMENT

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Ruth A Scott, Director

**TO:** County Agencies Committee  
Board of County Commissioners

**FROM:** Ruth A. Scott  
Equalization Director

**SUBJECT:** Apportionment Report

**DATE:** October 15, 2012

**Motion Requested:** Approval of the 2012 Apportionment Report.

## I. Background

- A. It is required by state law that all taxing units report to the County Commissioners on form L-4029 all millage they intend to levy by September 30<sup>th</sup>.
- B. It is required by state law that County Commissioners apportion or approve millage levied by all 52 taxing units and authorities within Jackson County in the month of October.

## II. Current Situation

- A. All taxing units have reported the millage they have levied, or intend to levy, on form L-4029.
- B. November millage proposals affect 2013 and beyond, nothing for the 2012 tax year.

## III. Analysis

- A. **Strategic** – Jackson County tax levies provide revenue to support the Board of Commissioners' strategic plan.
- B. **Financial** – The apportionment report needs to reflect the correct millage rates. Bills are sent out by the local units.
- C. **Legal/Policy** - The apportionment report fulfills a statutory responsibility of county government.
- D. **Timing** – The apportionment report must be submitted to the state by October 31, 2012

## IV. Recommendation

The Equalization Director recommends that the Board of County Commissioners approve the attached 2012 Apportionment Report for submission to the state.

**Attachments: L-4402 (2012 Apportionment Report)**

# Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of JACKSON for the Year 2012

L - 4402

This report is issued under the authority of P.A. 282 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

Report is mandatory. Failure to complete and file this report may result in a penalty of \$100.					
1 Taxing Gov. Authority	2 Taxable Valuation	3 Charter or Allocated	Millages		6 Purpose
			4 EV Operating	5 Bldg.Site/Debt	
State Education Tax	3,951,068,722	6.0000			(less Industrial Personal TV & Ren Zones)
County	4,061,450,264	5.1187	0.8749		Med Care 0.1398 Jail 0.4851 Sr Services 0.25 less ren zones
Townships:					
Blackman	491,349,352	0.8313	2.0000		Public Safety
Blackman ReZ	681,086				
Blackman Tool & Die Rez	932,042				
Columbia	338,266,469	0.7214	1.3853		0.9236 police & 0.4617 fire
Columbia Tool & Die Rez	2,230,821				
Concord	70,083,110	0.8322	0.9435		Roads
Grass Lake	212,171,409	0.7033	1.2294	0.2560	Fire/Fire Station Debt
Grass Lake Tool & Die Rez	491,207			0.2560	Fire Station Debt
Hanover	122,657,480	0.7711	1.0000		Fire
Hanover Ren Zone	707,150				
Henrietta	118,558,890	0.7818			
Leoni	370,581,707	0.7671			
Leoni RenZ	984,176				
Leoni Tool & Die RenZ	257,084				
Liberty	100,954,703	0.7603			
Napoleon	220,036,909	0.8042		1.1800	Township Hall Debt
Napoleon Tool & Die Rez	990,595			1.1800	Township Hall Debt
Norvell	125,390,198	0.7738	0.8289		fire
Parma	68,436,492	0.8404	1.5000		1.25 fire & 0.250 police
Pulaski	47,160,422	0.7388	1.4118		Fire
Rives	116,262,502	0.7758			
Sandstone	131,287,937	0.7929	1.7042		1.2042 fire & 0.50 police
Spring Arbor	187,438,819	0.8668	1.1000		Fire
Spring Arbor Tool & Die ReZ	1,506,145				
Springport	48,496,819	0.8386	4.5000		1.50 fire+ 3.00 police
Summit	579,356,108	0.8168	1.0000		Police & Fire
Summit Ren Zone	2,482,472				
Tompkins	72,588,325	0.9002			
Waterloo	102,023,055	0.7444	0.5281		Public Safety

This report is issued under the authority of P.A. 282 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

## CERTIFICATION

I hereby certify that this report is a true statement of the taxable valuation of each assessing district and of all ad valorem millages apportioned by the County Board of Commissioners of the

County of JACKSON for the year 2012  
Ruth A. Scott  
 Signature of County Equalization Director

NOTARIZATION

Janie M. King Notary Public

JACKSON \_\_\_\_\_ County, Michigan

**JENNIE M. KING**  
**NOTARY PUBLIC, Jackson County, MO**  
**My Commission Expires Aug. 6, 2016**

STATE OF MICHIGAN

County of JACKSON } ss

Subscribed before me this 5th

day of Oct. year 2012

My commission expires Aug 6, 2016

It is Important That All City ad Valorem Taxes Be Entered On This Sheet. County Board Of Commissioners Do Not Certify City Or Village Tax Rates. These Rates Are For Informational Purposes Only. List All Authorities On Page 3. List All School Districts on Page 4.

Continued on page 3

This report is issued under the authority of P.A. 282 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

County's taxable  
value less ren  
zones

city less ren zones

*Continued on page 4*

\*Only list the DDAs that levy their own millage under MCL 125.1662 Sec 12. Do not list DDAs that capture.

## 2012

Millages
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[illegible]

# Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of JACKSON for the Year 2012

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penalty of \$100.						Millages			
1 All Property	Non Home- Stead	Comm. Pers.	2 School Districts Name and Code	3 List Each Township/City Where Located Separately	4 Taxable Valuation For Each Township/City	5 ISD Only Allocated	6 Extra Voted Operating	7 Bldg.Site/Debt	8 County Use (Notes)
X			CONCORD SCHOOLS 38080	CONCORD	57,678,529			2.9000	2002 debt
	X			CONCORD	12,260,730		18.0000		
		X		CONCORD	795,390		6.0000		
X				PARMA	2,465,467			2.9000	2002 debt
	X			PARMA	338,121		18.0000		
		X		PARMA	100		6.0000		
X				PULASKI	31,715,322			2.9000	2002 debt
	X			PULASKI	5,997,994		18.0000		
		X		PULASKI	174,680		6.0000		
X				HANOVER	3,855,711			2.9000	2002 debt
	X			HANOVER	573,002		18.0000		
		X		HANOVER	0				
X				SPRING ARBOR	36,078,037			2.9000	2002 debt
	X			SPRING ARBOR	4,679,174		18.0000		
		X		SPRING ARBOR	101,250		6.0000		
X			EAST JACKSON SCHOOLS 38090	BLACKMAN	35,481,126			7.0000	2.49(05)+ 4.10(05)+ 0.41(09)
	X			BLACKMAN	22,159,831		18.0000		
		X		BLACKMAN	2,763,649		6.0000		
X				BLACKMAN REZ	681,086			7.0000	2.49(05)+ 4.10(05)+ 0.41(09)
X				CITY OF JACKSON	192,100			7.0000	2.49(05)+ 4.10(05)+ 0.41(09)
	X			CITY OF JACKSON	192,100		18.0000		
		X		CITY OF JACKSON	0				
X				HENRIETTA	3,073,474			7.0000	2.49(05)+ 4.10(05)+ 0.41(09)
	X			HENRIETTA	361,626		18.0000		
		X		HENRIETTA	2,804		6.0000		
X				LEONI	164,090,333			7.0000	2.49(05)+ 4.10(05)+ 0.41(09)
	X			LEONI	64,041,216		18.0000		
		X		LEONI	8,122,082		6.0000		
X				SUMMIT	662,357			7.0000	2.49(05)+ 4.10(05)+ 0.41(09)
	X			SUMMIT	316,137		18.0000		
		X		SUMMIT	16400				
X				WATERLOO	7,914,236			7.0000	2.49(05)+ 4.10(05)+ 0.41(09)
	X			WATERLOO	4,927,271		18.0000		
		X		WATERLOO	94,300		6.0000		

## 2011

Millages	
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[illegible]

**Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of JACKSON for the Year**

**2011**

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1 All Property	Non Home- Stead	Comm. Pers.	2 School Districts Name and Code	3 List Each Township/City Where Located Separately	4 Taxable Valuation For Each Township/City	Millages		8 County Use (Notes)
						5 ISD Only Allocated	Extra Voted 6 Operating      7 Bldg.Site/Debt	
X			<b>JACKSON PUBLIC      38170</b>	CITY OF JACKSON	636,608,230		3.3500	2.75(04d)+ 0.40(09d) + 0.20 rec fund
	X			CITY OF JACKSON	381,117,885		18.0000	
		X		CITY OF JACKSON	29,239,700		6.0000	
X				CITY OF JACKSON REZ	104,078,187		3.3500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
X				BLACKMAN	92,248,494		3.3500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
	X			BLACKMAN	52,070,048		18.0000	
		X		BLACKMAN	9,308,342		6.0000	
X				BLACKMAN REZ	46,393		3.3500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
X				LIBERTY	1,021,863		3.3500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
	X			LIBERTY	329,000		18.0000	
		X		LIBERTY	315,600		6.0000	
X				NAPOLEON	5,477,539		3.3500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
	X			NAPOLEON	3,137,268		18.0000	
		X		NAPOLEON	220,697		6.0000	
X				NAPOLEON REZ	990,595		3.3500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
X				SUMMIT	483,581,340		3.3500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
	X			SUMMIT	118,598,424		18.0000	
		X		SUMMIT	9,485,600		6.0000	
X				SUMMIT REZ	2,482,472		3.3500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
X			<b>JONESVILLE SCHOOLS      30030</b>	PULASKI	1,099,199		7.4700	5.43(99)+ 2.04(08)
	X			PULASKI	80,306		18.0000	
		X		PULASKI	68010			
X			<b>LESLIE SCHOOLS      33100</b>	RIVES	15,030,989		7.3900	2.31(95 debt)+ 5.08(98 refin)
	X			RIVES	2,424,985		18.0000	
		X		RIVES	200		6.0000	
X				TOMPKINS	6,908,110		7.3900	2.31(95 debt)+ 5.08(98 refin)
	X			TOMPKINS	2,206,785		17.0617	
		X		TOMPKINS	18900			
X			<b>LITCHFIELD SCHOOLS      30040</b>	PULAKSI	3,391,621		3.9000	96 debt 2.95 +-09 sinding fund 0.75
	X			PULAKSI	799,584		18.0000	
		X		PULAKSI	0		6.0000	



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**2011**

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						5 ISD Only Allocated	Extra Voted 6 Operating      7 Bldg.Site/Debt	
X			<b>NORTHWEST SCHOOLS      38140</b>	CITY OF JACKSON	1,530,121		1.0221	2008 Debt
	X			CITY OF JACKSON	1,494,021		18.0000	
		X		CITY OF JACKSON	36,100		6.0000	
X				BLACKMAN	314,485,637		1.0221	2008 Debt
	X			BLACKMAN	119,599,789		18.0000	
		X		BLACKMAN	31,264,976		6.0000	
X				HENRIETTA	84,990,860		1.0221	2008 Debt
	X			HENRIETTA	18,003,320		18.0000	
		X		HENRIETTA	488,507		6.0000	
X				RIVES	101,231,513		1.0221	2008 Debt
	X			RIVES	18,734,865		18.0000	
		X		RIVES	552,000		6.0000	
X				SANDSTONE	25,872,271		1.0221	2008 Debt
	X			SANDSTONE	1,939,449		18.0000	
		X		SANDSTONE	12,051		6.0000	
X				TOMPKINS	40,258,495		1.0221	2008 Debt
	X			TOMPKINS	9,175,662		18.0000	
		X		TOMPKINS	233,000		6.0000	
X			<b>SPRINGPORT SCHOOLS      38150</b>	PARMA	27,511,523		8.9500	1.45 (03 debt) + 7.50(05 debt)
	X			PARMA	5,499,284		18.0000	
		X		PARMA	131,600		6.0000	
X				SPRINGPORT	48,496,819		8.9500	1.45 (03 debt) + 7.50(05 debt)
	X			SPRINGPORT	10,142,629		18.0000	
		X		SPRINGPORT	679,500		6.0000	
X				TOMPKINS	21,050,780		8.9500	1.45 (03 debt) + 7.50(05 debt)
	X			TOMPKINS	3,802,875		18.0000	
		X		TOMPKINS	50,500		6.0000	

## 2011

Millages
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[illegible]

# Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of JACKSON

for the Year

2011

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						5 ISD Only Allocated	Extra Voted 6 Operating 7 Bldg.Site/Debt	
X			JACKSON INTERMEDIATE	COLUMBIA SCHOOLS	438,826,878	0.3422	8.4178	2.1414 Voc Ed + 6.2764 Sp Ed
				COLUMBIA SCHOOLS TOOL & DIE REZ	2,230,821			
X				CONCORD SCHOOLS	131,793,066	0.3422	8.4178	2.1414 Voc Ed + 6.2764 Sp Ed
X				EAST JACKSON SCHOOLS	211,413,626	0.3422	8.4178	2.1414 Voc Ed + 6.2764 Sp Ed
				EAST JACKSON SCHOOLS REZ	681,086			
X				GRASS LAKE SCHOOLS	239,803,928	0.3422	8.4178	2.1414 Voc Ed + 6.2764 Sp Ed
				GRASS LAKE TOOL & DIE REZ	491,207			
X				HANOVER-HORTON SCHOOLS	207,672,659	0.3422	8.4178	2.1414 Voc Ed + 6.2764 Sp Ed
				HANOVER-HORTON TOOL & DIE REZ	707,150			
X				JACKSON PUBLIC	1,218,937,466	0.3422	8.4178	2.1414 Voc Ed + 6.2764 Sp Ed
				JACKSON PUBLIC CITY- REZ	104,078,187			
				JACKSON PUBLIC - BLACKMAN REZ	46,393			
				JACKSON PUBLIC - NAPOLEON TOOL & DIE	990,595			
				JACKSON PUBLIC - SUMMIT REZ	2,482,472			
X				MICHIGAN CENTER SCHOOLS	186,511,138	0.3422	8.4178	2.1414 Voc Ed + 6.2764 Sp Ed
				MICHIGAN CENTER SCHOOLS - LEONI REZ	1,241,260			
				MICHIGAN CENTER SCHOOLS - CITY REZ	800			
X				NAPOLEON SCHOOLS	279,565,929	0.3422	8.4178	2.1414 Voc Ed + 6.2764 Sp Ed
X				NORTHWEST SCHOOLS	568,368,897	0.3422	8.4178	2.1414 Voc Ed + 6.2764 Sp Ed
X				SPRINGPORT SCHOOLS	97,059,122	0.3422	8.4178	2.1414 Voc Ed + 6.2764 Sp Ed
X				VANDERCOOK SCHOOLS	91,661,308	0.3422	8.4178	2.1414 Voc Ed + 6.2764 Sp Ed
X				WESTERN SCHOOLS	352,889,677	0.3422	8.4178	2.1414 Voc Ed + 6.2764 Sp Ed
				WESTERN -BLACKMAN TOOL & DIE REZ	885,649			
				WESTERN -SPRING ARBOR TOOL & DIE REZ	1,506,145			
X			TOTAL JACKSON ISD		4,024,503,694	0.3422	8.4178	2.1414 Voc Ed + 6.2764 Sp Ed
X			CALHOUN INTERMEDIATE	ALBION SCHOOLS	10,819,811	0.2519	5.9538	1.4538 Voc Ed + 4.50 Sp Ed
X				HOMER SCHOOLS	1,434,506	0.2519	5.9538	1.4538 Voc Ed + 4.50 Sp Ed
X			TOTAL CALHOUN ISD		12,254,317	0.2519	5.9538	1.4538 Voc Ed + 4.50 Sp Ed
X			HILLSDALE INTERMEDIATE	JONESVILLE SCHOOLS	1,099,199	0.2674	3.8918	0.8918 Voc Ed + 3.000 Sp Ed
X				LITCHFIELD SCHOOLS	3,391,621	0.2674	3.8918	0.8918 Voc Ed + 3.000 Sp Ed
X				NORTH ADAMS SCHOOLS	826,543	0.2674	3.8918	0.8918 Voc Ed + 3.000 Sp Ed
X			TOTAL HILLSDALE ISD		5,317,363	0.2674	3.8918	0.8918 Voc Ed + 3.000 Sp Ed

# Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of JACKSON for the Year 2011

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1 All Property	Non Home- Stead	Comm. Pers.	2 School Districts Name and Code	3 List Each Township/City Where Located Separately	4 Taxable Valuation For Each Township/City	Millages		8 County Use (Notes)
						5 ISD Only Allocated	Extra Voted 6 Operating 7 Bldg.Site/Debt	
X			INGHAM INTERMEDIATE	LESLIE SCHOOLS	21,939,099	0.1894	5.7987	1.2925 Voc Ed + 4.5062 Sp Ed
X				STOCKBRIDGE SCHOOLS	70,951,892	0.1894	5.7987	1.2925 Voc Ed + 4.5062 Sp Ed
X			TOTAL INGHAM ISD		92,890,991	0.1894	5.7987	1.2925 Voc Ed + 4.5062 Sp Ed
X			LENAWEE INTERMEDIATE	ADDISON SCHOOLS	195,805	0.2563	7.0233	2.9191 Voc Ed + 4.1042 Sp Ed
X			WASHTENAW INTERMEDIATE	CHELSEA SCHOOLS	35,898,293	0.0984	3.8761	3.8761 Sp Ed
X				MANCHESTER SCHOOLS	2,260,784	0.0984	3.8761	3.8761 Sp Ed
X			TOTAL WASHTENAW ISD		38,159,077	0.0984	3.8761	3.8761 Sp Ed
			JACKSON COMMUNITY COLLEGE	ENTIRE COUNTY	4,176,792,029			
			less:	Blackman RenZ	681,086			
				Blackman Tool & Die RenZ	932,042			
				Columbia Tool & Die RenZ	2,230,821			
				Grass Lake Tool & Die RenZ	491,207			
				Hanover-Horton Tool & Die Ren Zone	707,150			
				Leoni RenZ	984,176			
				Leoni Tool & Die RenZ	257,084			
				Napoleon Tool & Die RenZ	990,595			
				Spring Arbor Tool & Die RenZ	1,506,145			
				Summit RenZ	2,482,472			
				City of Jackson RenZ	100,275,162			
				City of Jackson Tool & Die RenZ	3,803,825			
X			JCC TOTAL		4,061,450,264		1.1446	



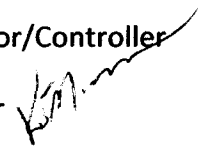
# J X N

## Jackson County Airport

3606 Wildwood Avenue  
(517) 788-4225

Jackson, Michigan 49202  
FAX (517) 788-4682

TO: Michael Overton, Administrator/Controller

FROM: Kent Maurer, Airport Manager 

SUBJECT: Board of Commissioner Agenda Item Request: MDOT Sponsor Contract totaling \$71,000 for the FAA Reimbursable Agreement with a local match requirement of \$1,775.

DATE: October 4, 2012

**Motion Requested: Approve the Sponsor Contract with MDOT-Aeronautics for the "FAA Reimbursable Agreement" totaling \$71,000 with an allocation of Federal \$67,450; State of Michigan \$1,775 and Jackson County \$1,775 and approve the Resolution authorizing James E. Shotwell Jr. to sign the Sponsor Contract.**

I. Background

A. The runway 7-25 project requires relocation of certain FAA navigational aids including the Runway 6-24 **Instrument Landing System Equipment plus other visual landing aids**. The Runway 7-25 project is necessary in order to construct 1000' safety areas at both ends of that runway. Current runway 6-24 cannot accommodate the 1000' safety areas because of the orientation of that runway. Airport Road and the railroad tracks create barriers at both ends of runway 6-24 making it necessary to construct a new runway (7-25). This necessitates relocating the FAA owned equipment.

II. Current Situation

A. Relocation of the FAA equipment is necessary and vital to continued progress with the Runway 7-25 Safety Area project. The FAA Reimbursable Agreement will pay for preliminary engineering by the FAA to identify preliminary design and logistical requirement for relocating the FAA equipment. This equipment includes the ILS system and approach lighting system along with installation of a Precision Approach Patch Indicator lighting system. The FAA Reimbursable agreement process is routine and required in projects like this one.

B. This construction project is part of the FAA approved airport ten-year-plan for airport construction projects and is also contained on the FAA approved Jackson County – Reynolds Field Airport Layout Plan.

### III. Analysis

A. Strategic: This project is required for continued progress in the Runway 7-25 Safety Project, a project that has been given high strategic priority by the Board of Commissioners. The Runway 7-25 Safety Project was first approved in 2001. This project is an economic generator for the Jackson area and in keeping with the adopted strategic priorities of the County of Jackson.

B. Financial: The total Sponsor Contract is \$71,450 with an allocation of contributions as follows: Federal \$67,450; State of Michigan \$1,775 and Jackson County \$1,775. The County of Jackson match funds are contained within the Runway Public Improvement budget that has a balance of approximately \$220,000.

C. Customer: Users of Jackson County-Reynolds Field and the citizens of Jackson County.

D. Timing: October approval by the Board of Commissioners will accommodate the project schedule.

### IV. Recommendation

I recommend approval of this request.

Attachments: MDOT Aeronautics Sponsor Contract

Draft Board of Commissioners Resolution

**RESOLUTION (        )**  
**AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS**  
**CHAIR, James E. Shotwell Jr. TO SIGN MDOT SPONSOR CONTRACT**  
**#2012-0782 (FEDERAL PROJECT #B-26-0051-3310),**  
**“FAA Reimbursable Agreement”**

**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 must be constructed; and

**WHEREAS,** The relocation of FAA navigational aids requires preliminary engineering study and assessment in order to accommodate this relocation from Runway 6-24 to Runway 7-25; and

**WHEREAS,** Grant funds in the amount of \$71,450 were allocated by the Michigan Aeronautics Commission with an allocation of Federal \$67,450; State \$1,775 and Local match \$1,775 requirements for the referenced project; and

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

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

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

---

James E. Shotwell, Jr., Chairman  
October 16, 2012

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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 16, 2012 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: \_\_\_\_\_



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

KIRK T. STEUDLE  
DIRECTOR

September 27, 2012

Kent Maurer, Manager  
Jackson County – Reynolds Field  
3606 Wildwood Ave.  
Jackson, Michigan 49202

Dear Mr. Maurer:

SUBJECT: Jackson County – Reynolds Field  
Jackson, Michigan  
Fed. Proj. No. B-26-0051-3310  
MDOT Contract No. 2012-0782

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

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

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

Sincerely,

Anu Taneja, Contract Administrator  
Office of Aeronautics

Enclosures

cc: Amanda Hopper  
File

**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 (DEPARTMENT) and Jackson County Board of Commissioners (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 (PROJECT) estimated in detail in Exhibit 1, dated September 25, 2012, attached hereto and made a part hereof.

**PROJECT DESCRIPTION: FAA REIMBURSABLE AGREEMENT (PE PHASE) FOR RUNWAY 7/25 NAVAID RELOCATION.**

**RECITALS:**

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

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

The DEPARTMENT is responsible for the allocation and management of block grant funds pursuant to the above noted act.

The parties agree that:

1. The term "PROJECT COST," as herein used, is defined in Attachment(s) , 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 (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
  - b. 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.

- c. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
  - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) 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 July 2010, 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 JUL 18 2012.

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. The PROJECT COST participation shown in 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 .....	\$67,450.00
Maximum DEPARTMENT Share .....	\$1,775.00
SPONSOR Share .....	<u>\$1,775.00</u>
Estimated PROJECT COST .....	\$71,000.00

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

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

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

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

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-26-0051-3310  
Contract No. FM 38-01-C75

September 25, 2012

	Federal	State	Local	Total
ADMINISTRATION	\$475	\$12	\$13	\$500
DEPARTMENT-AERO	\$475	\$12	\$13	\$500
ENVIRONMENTAL	\$0	\$0	\$0	\$0
DESIGN	\$66,975	\$1,763	\$1,762	\$70,500
FAA Reimbursable Agreement for PE phase for Runway 7/25 NAVAID relocation	\$66,500	\$1,750	\$1,750	\$70,000
AERO - Design (PE phase)	\$475	\$13	\$12	\$500
CONSTRUCTION	\$0	\$0	\$0	\$0
CONTINGENCIES	\$0	\$0	\$0	\$0
Funding Contingency	\$0	\$0	\$0	\$0
<b>TOTAL PROJECT BUDGET</b>	<b>\$67,450</b>	<b>\$1,775</b>	<b>\$1,775</b>	<b>\$71,000</b>

MAC Approval: 9/12/12

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

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

1. In accordance with 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. Further, 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 hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, 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.
4. 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.
5. 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.
6. 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.

7. 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.
8. 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.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order 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.

Revised June 2011

**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.

## **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-26-0051-3310

## 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.

8. SPECIAL ENVIRONMENTAL MITIGATION MEASURES. The Sponsor covenants and agrees that all representations made in the environmental documentation with respect to mitigation of environmental impacts, relative to the development described in the project description on Page 1 hereof, and as more specifically identified in the environmental document approved on December 11, 2006, are fully understood and will be carried out.

**Appendix G**  
**Prime Consultant Statement of DBE Sub-Consultant Payments**

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

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

COMMENTS:

**SPECIAL NOTE:** "Prime Consultant or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26

## INSTRUCTIONS

### PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

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

For "Period Covered," 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 the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this 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 Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

### MDOT PAYMENT ANALYST:

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

MDOT Office of Business Development  
P.O. Box 30050  
Lansing, Michigan 48909  
Questions about this form? Call Toll-free, 1-866-DBE-1264

**RESOLUTION 10-12.42**  
**AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS**  
**CHAIR, James E. Shotwell Jr. TO SIGN MDOT SPONSOR CONTRACT**  
**#2012-0782 (FEDERAL PROJECT #B-26-0051-3310),**  
**“FAA Reimbursable Agreement”**

**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 must be constructed; and

**WHEREAS,** The relocation of FAA navigational aids requires preliminary engineering study and assessment in order to accommodate this relocation from Runway 6-24 to Runway 7-25; and

**WHEREAS,** Grant funds in the amount of \$71,450 were allocated by the Michigan Aeronautics Commission with an allocation of Federal \$67,450; State \$1,775 and Local match \$1,775 requirements for the referenced project; and

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

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

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

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James E. Shotwell, Jr., Chairman  
October 23, 2012

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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 23, 2012 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.

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Amanda Riska, County Clerk

Date: \_\_\_\_\_

**REGISTER OF DEEDS OFFICE  
JACKSON COUNTY, MI**

**Mindy Reilly  
Register of Deeds**

**Mona Webb  
Chief Deputy**

**TO:** County Affairs

**FROM:** Mona Webb  
Chief Deputy, Register of Deeds

**SUBJECT:** Budget Adjustment

**DATE:** October 15, 2012

**Motion Requested-** Move \$175,000.00 from Automation pooled funds to  
Capital Outlay for Simple Search

**I. Background**

- A. We began digitizing our historical records in 2009. "Simple Search" is Phase 3 of the historical project. Customers can do a grantor/grantee search from 1964 back to 1800's with the ability to print/purchase images in our office or on line. This is also a source of disaster recovery.

**II. Current Situation**

- A. We currently have data and images dating back to 1965.
- B. This "Simple Search" application became available to us in January and our 2012 budget had already been submitted.

**III. Analysis**

- A. Financial- Discussed with Administration, this is current vendors and we were given a \$25,000.00 discount.  
Possible increased revenue  
Disaster recovery  
Has no effect on the County General Fund
- B. Customer- 24hour on line access to Register of Deeds records.





# Jackson County Health Department

1715 Lansing Avenue • Ste. 221 • Jackson, Michigan 49202

Phone (517) 788-4420

Fax (517) 788-4373

**To:** Human Services Committee  
Board of County Commissioners

**From:** Ted Westmeier  
Director/Health Officer

**Subject:** Medical Director Contract Extension

**Date:** September 28, 2012

## **Motion Requested: Authorize Extension of Contract with Allegiance Health for Medical Director Services**

### **I. Background**

The Michigan Public Health Code, Act 368, PA 1978, requires that local health departments have a minimum of 16 hours per week of medical direction. The person(s) filling this role must also be approved by the Michigan Department of Community Health.

### **II. Current Situation**

The Jackson County Health Department complies with this requirement through a contract with Livingston County for 8 hours of medical direction and a contract with Allegiance Health for another 8 hours with the assignment of Amy Schultz, MD. These contracts have received approval from the Michigan Department of Community Health.

.

### **III. Analysis**

- A. Strategic—Mandated by the Michigan Public Health Code to have 16 hours per week of medical direction.
- B. Financial—The charges for each contractor are identical.
- C. Customer—The arrangement is working quite well. Dr. Lawrenchuk addresses most of the mandated programs and Dr. Schultz works more closely on the Health Communities goal through the Health Improvement Organization.
- D. Timing—The current contract with Allegiance Health expires on September 30, 2012 and must be renewed.

**IV. Recommendation: Authorize extension of the current contract with Allegiance Health for the services of Amy Schultz, MD.**

**Attachments:** Original Contract, Contract Extension

**MEDICAL DIRECTOR SERVICES AGREEMENT  
BETWEEN  
ALLEGIANCE HEALTH AND  
JACKSON COUNTY HEALTH DEPARTMENT**

This Independent Contractor Agreement For the position of Medical Director Services (the "Agreement") by and between W.A. Foote Memorial Hospital d/b/a ALLEGIANCE HEALTH, a Michigan nonprofit corporation ("Hospital"), and JACKSON COUNTY HEALTH DEPARTMENT, a Michigan corporation (hereafter "JCHD"), and is made effective on the 1<sup>st</sup> day of October, 2011 (the "Effective Date").

**RECITALS**

WHEREFORE, JCHD desire to purchase Medical Director Services to benefit the citizens of Jackson County Michigan;

WHEREFORE, HOSPITAL employs a Physician with the requisite, education, knowledge and experience necessary to provide Medical Director services to JCHD, and is willing to provide these services to JCHD in exchange for valuable consideration;

**NOW THEREFORE**, the Parties agree as follows.

**ARTICLE ONE**

**Hospital Responsibilities**

- 1.1 Medical Director Services.** Subject to the terms and conditions of this Agreement, Hospital shall provide JCHD with Medical Director Services eight (8) hours per week, on a schedule which is mutually agreed upon between the Parties. The Parties Agree that Hospital's employee, Amy Schultz, MD, shall be assigned to provide services that are the subject matter of this Agreement. Such Medical Director responsibilities shall include:
- a. Oversee the development and evaluation of standards of medical care, policies, procedures and standing orders used within the department;
  - b. Advise the Administrative Health Officer on matters related to medical specialty standards;
  - c. Analyze, determine and take appropriate actions necessary to carry out JCDH's required or delegated functions under the Michigan Public Health Code;
  - d. Work in collaboration with the Administrative Health Officer to integrate the Community Health Improvement Plan into existing JCHD programs and services;
  - e. Promote the Community Health Improvement Plan to community stakeholders and the Jackson County Medical Community;
  - f. Interface with the Jackson County Medical Community to promote sound public health principles;
  - g. Participate in JCHD Strategic Planning; and
  - h. Participate on appropriate state and local workgroups related to chronic disease prevention and control, with an emphasis on lifestyle change.
- 1.2 Non-Discrimination.** Neither party shall discriminate against any Hospital or JCHD staff member on the grounds of age, race, color, religion, sex, national origin, weight, height, protected disability, marital status or any of other characteristic protected by applicable state or federal law.

## ARTICLE TWO

### JCHD Responsibilities

- 2.1 **JCHD Representative.** JCHD, at no cost to Hospital, shall designate and provide a representative to serve as a liaison to Hospital to oversee the implementation of this Agreement.
- 2.2 **Office, Supplies and Equipment.** JCHD shall be responsible for making an office and any and all supplies and equipment available that are necessary for Amy Schultz, MD to perform the services provided for in this Agreement. The JCHD shall be solely responsible for ordering all supplies and the maintenance and repair of all such equipment in accordance with the manufacturers' recommendations, and in accordance with all applicable OSHA requirements.

## ARTICLE THREE

### Compensation, Billing and Payment

- 3.1 **Compensation.** For all services rendered, JCHD shall pay Allegiance Health the amount of Ninety Seven Dollars and seventy three cents (\$97.73) for each hour of Medical Director services provided.
- 3.2 **Billing And Payment.** Allegiance Health shall bill JCHD on a monthly basis by providing an invoice which details the number of Medical Director services which were provided during the previous month. JCHD shall pay all such invoices by the 15<sup>th</sup> day of each month.

## ARTICLE FOUR

### Insurance

- 4.1 **Liability Insurance.** Each Party at its sole expense, shall obtain and maintain in effect during the term of this Agreement, comprehensive professional and general liability insurance covering the respective Party's facilities, employees and/or agents providing services on its behalf, in an amount which is acceptable to the other Party. Upon request, each Party shall provide the other Party with certificates evidencing such insurance coverage. The Parties agree that for purposes of this Agreement, Allegiance Health's program of self-insurance funded in accordance with actuarial recommendations shall suffice for purposes of this Agreement. Further, the Parties agree that for purposes of this Agreement, JCHD will fulfill this obligation as described and set forth in the Michigan Municipal Risk Management Authority Coverage Overview for the County of Jackson, which is attached hereto as Exhibit A, and incorporated herein by reference as if fully set forth. Each Party agrees to notify the other Party in writing thirty (30) days before any cancellation or termination of such insurance or of any decrease in the dollar amount of coverage provided.
- 4.2 **Notification of Claims.** Each Party shall promptly notify the other of any knowledge regarding any event that may result in a claim, or any claim or suit actually made, against either of them with respect to or arising from Physician's practice at the Facilities.

## ARTICLE FIVE

### Term and Termination

- 5.1 **Term and Termination.** This Agreement takes effect on the Effective Date and shall continue for a period of one (1) year, unless terminated earlier as set forth below or as otherwise provided for in this Agreement.
- This Agreement may be terminated immediately upon the mutual written consent of both Parties.
  - Either Party may terminate this Agreement with or without cause, by providing the other Party with written notice of its intent to terminate this Agreement, at least thirty (30) days prior to the intended date of termination.
  - Hospital may terminate this Agreement in accordance with Article 8, § 8.1.
  - Hospital may terminate this Agreement in accordance with Article 8, § 8.2.

## ARTICLE SIX

### Confidentiality

- 6.1 **Confidentiality of Medical Records.** It is the intent of the Parties to comply with all state and federal laws and regulations regarding the privacy, confidentiality and security of medical records, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing statutes.

## ARTICLE SEVEN

### Relationship of the Parties

- 7.1 **Independent Contractor Status.** All of Hospital's services under this Agreement are performed as an independent contractor. Nothing in this Agreement shall change this independent contractor status to one of employment of Hospital for and/or Hospital. Further, nothing contained in this Agreement is intended to create nor does it create a joint venture or partnership between the County of Jackson and Allegiance Health. Hospital alone shall pay for or obtain everything it is required to pay or have for Hospital's and/or its employees and subcontractors under law or contract, including but not limited to payment of compensation, benefits, workers compensation insurance, employer taxes including FICA and employment taxes, and unemployment compensation fund payments.
- 7.2 This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, expressed, implied or otherwise, to create any rights or interests for any other party or persons other than for Hospital and JCHD. Without limiting the generality of the foregoing, the parties do not intend to create rights pursuant to this Agreement for any Hospital employee, or employee or agent of JCHD.

## ARTICLE EIGHT

### Compliance

- 8.1 **Avoidance of Fraud and Abuse.** The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Medicare/Medicaid anti-fraud and abuse statutes. Notwithstanding any unanticipated effect of any of the provisions in this Agreement, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse provisions. Further, if legislation is passed, the effect of which would be to hinder Hospital's ability to obtain reimbursement from Medicare/Medicaid due to the existence of this Agreement, or if this Agreement becomes illegal under any subsequent law or regulation, then this Agreement shall terminate immediately.
- 8.2 **Tax-Exempt Status.** Notwithstanding anything to the contrary, Hospital may modify or terminate this Agreement at any time, without liability, if it reasonably determines that its continued participation in this Agreement could or reasonably may threaten the federal tax exemption of Hospital or any entity affiliated with Hospital under Internal Revenue Code Section 501(c)(3) or threaten any other relevant tax exemption these entities now or hereafter may enjoy.
- 8.3 **Regulatory Compliance Hotline and Reporting.** Hospital maintains a corporate compliance program to prevent, detect and remedy activities and conduct that are non-compliant with legal, regulatory and/or ethical requirements and standards. JCHD has been advised that Hospital maintains an anonymous toll-free hotline (1-877-9COMPLY) and employs a Compliance Officer (517.788.4828) for the reporting of activities or conduct that may involve non-compliant behavior, agrees to report any instances of potential non-compliant activity, and shall similarly inform and require any subcontractors, employees or agents to report such activity.
- 8.4 **Exclusion From Government Programs.** To the best of each respective Party's information, knowledge and belief, neither party is, nor employs or contracts with:
- a) any individual or entity excluded from Medicaid or Medicare participation under §§ 1128 (42 USC 132a-7) or 1128A (42 USC 1320a-7a) of the Social Security Act for the provision of health care, utilization review, medical social work, or administrative services;
  - b) any entity for the provision of such services (directly or indirectly) through an excluded individual or entity; or

- c) any individual or entity excluded from Medicaid participation.

Both parties shall immediately notify the other party if and when that party falls out of compliance with Section 8.04(a), (b) or (c).


## ARTICLE NINE

### General Terms and Conditions


- 9.1 **Applicable Law, Merger, Waiver and Modifications.** This Agreement shall be governed by Michigan law. If any term or provision of this Agreement is found or subsequently ruled to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by it. This is the entire agreement of the parties and all prior agreements between the parties, whether written or oral, are merged in this Agreement and shall be of no force and effect. The captions shall have no legal significance in the interpretation of this Agreement. No modification, change or discharge of this Agreement may occur orally, but only by further written agreement signed by both parties. A waiver of either by the parties of any provision shall not waive any other provision. No person or entity, except the parties, shall be beneficiaries of any kind of the consideration or terms of this Agreement. In no event shall either Party assign and/or delegate any of its rights, powers, duties or obligations under this Agreement without first receiving the prior written signed consent of the other Party, and the Parties agree that any such assignment or delegation made without the requisite prior written signed consent, is void and shall have no force or effect. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.
- 9.2 **Notices.** All payments, notices and formal communications required or permitted under this Agreement shall be made in writing and shall be deemed to be duly given if sent by first class mail, postage prepaid, addressed as follows:
- If to Hospital: President  
ALLEGIANCE HEALTH  
205 N. East Avenue  
Jackson, Michigan 49201
- With copies to: General Counsel  
ALLEGIANCE HEALTH  
205 N. East Avenue  
Jackson, Michigan 49201
- If to JCHD: Ted Westmeier, RS, MPH  
Director/Health Officer  
Jackson County Health Department  
1715 Lansing Ave., Suite 221  
Jackson, MI 49202
- 9.3 **Authority to Execute Agreement.** Each party represents and warrants that it has the authority to execute this Agreement and that the executive signing on behalf of both Hospital and the JCHD have been authorized to do so.

The parties have executed this Agreement on the date(s) specified below.

#### ALLEGIANCE HEALTH

  
Cheryl Lamborn, Vice President,  
Human Resources

#### JACKSON COUNTY HEALTH DEPARTMENT

  
Ted Westmeier, RS, MPH, Director/Health Officer

Date: 10/10/11

Date: 10-5-11

REVIEWED  
Legal Affairs



To: Amy Schultz, M.D., Director, Department of Prevention and Community Health

Fr: Maribeth Coulombe, Associate Legal Counsel

Dt: September 17, 2012

Re: Execution Documents - First Amendment to the Medical Director Services Agreement between Allegiance Health and Jackson County Health Department

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Attached are two original documents that memorialize the First Amendment to the Medical Director Services Agreement between Allegiance Health and Jackson County Health Department. Please have the appropriate representative(s) of Jackson County Health Department and the appropriate representative(s) of Allegiance Health execute the Agreements. After the documents have been fully executed, please:

- 1) Provide one original Agreement to Legal Affairs in Administration
- 2) Provide one original Agreement to Jackson County Health Department for their files;
- 3) Provide a copy the Agreement for my office, 1 Jackson Square, 10th floor;
- 4) Provide a copy to all pertinent stakeholders (the Department of Finance, if applicable, and yourself as the Contract Manager.)

The Contract Manager should calendar all pertinent dates such as dates of termination and notice.

Please let me know if you need any other assistance with this matter.

### **Synopsis of Contract Terms /Conditions**

<b>Contract Name</b>	FIRST AMENDMENT TO ADMINISTRATIVE MEDICAL DIRECTOR SERVICES AGREEMENT BETWEEN ALLEGIANCE HEALTH AND JACKSON COUNTY HEALTH DEPARTMENT
<b>The Parties to this Agreement are:</b>	JACKSON COUNTY HEALTH DEPARTMENT and  <input checked="" type="checkbox"/> Allegiance Health <input type="checkbox"/> Healthlink <input type="checkbox"/> Hospice of Jackson
<b>Executive Summary:</b> (Gives a basic description of the purpose /objectives of the Agreement)	First Amendment to agreement - Allegiance will provide Administrative Medical Director Services, through Amy Schultz, M.D., to Jackson County Health Department.
<b>Term/ Termination</b>	Term Length: __1 year with auto-renewal terms of 1 year____ Effective Date: __10/1/2012____ Termination Date: __9/30/2013 with auto-renewal terms of 1 year____ Termination without cause __X__ Yes ____ No (remains unchanged) Length of Notice for terminating without cause: ____30____ days
<b>Financial:</b>	\$97.73 per hour.
<b>Other Information/ Concerns:</b>	
<b>Legal Affairs</b>	<input checked="" type="checkbox"/> Legal Affairs Drafted Agreement <input type="checkbox"/> Legal Affairs Reviewed Agreement Provided by other party
<b>Business/ Operational Terms &amp; Conditions Approval:</b>	Budgeted Expense? <input type="checkbox"/> Yes <input type="checkbox"/> No  <div style="display: flex; justify-content: space-between;"> <div>             _____              Amy Schultz, M.D., Director              Date: _____           </div> <div>             _____              Cheryl Lamborn, VP Human Resources              Date: _____           </div> </div>

**FIRST AMENDMENT TO THE  
MEDICAL DIRECTOR SERVICES AGREEMENT  
BETWEEN  
ALLEGIANCE HEALTH AND  
JACKSON COUNTY HEALTH DEPARTMENT**

This First Amendment is incorporate by reference as if fully set forth into the Medical Director Services Agreement (the "Agreement") between W.A. Foote Memorial Hospital d/b/a Allegiance Health ("Hospital") and Jackson County Health Department ("JCHD") with an effective date of October 1, 2011.

In accordance with Article Nine, § 9.1, the Parties agree to renew the above referenced Agreement pursuant to the same terms and conditions, for a renewal term of one (1) additional year beginning on October 1, 2012 and terminating on September 30, 2013. Thereafter, this Agreement shall automatically renew for additional consecutive one (1) year renewal terms, unless otherwise terminated in accordance with the terms and conditions of Article V, § 5.1 of this Agreement.

The effective date of this First Amendment shall be August 15, 2012. Except as otherwise provided for in this First Amendment, all of the other terms and conditions of the Medical Director Services Agreement between Allegiance Health and Jackson County Health Department, with an effective date of October 1, 2011, shall remain unchanged and in full force and effect.

**Jackson County Health Department**

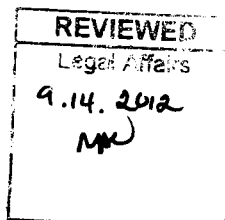
**Allegiance Health**

\_\_\_\_\_  
Ted Westmeier, RS, MPH, Director/  
Health Officer

\_\_\_\_\_  
Cheryl Lamborn, Vice President,  
Human Resources

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**FIRST AMENDMENT TO THE  
MEDICAL DIRECTOR SERVICES AGREEMENT  
BETWEEN  
ALLEGIANCE HEALTH AND  
JACKSON COUNTY HEALTH DEPARTMENT**

This First Amendment is incorporate by reference as if fully set forth into the Medical Director Services Agreement (the "Agreement") between W.A. Foote Memorial Hospital d/b/a Allegiance Health ("Hospital") and Jackson County Health Department ("JCHD") with an effective date of October 1, 2011.

In accordance with Article Nine, § 9.1, the Parties agree to renew the above referenced Agreement pursuant to the same terms and conditions, for a renewal term of one (1) additional year beginning on October 1, 2012 and terminating on September 30, 2013. Thereafter, this Agreement shall automatically renew for additional consecutive one (1) year renewal terms, unless otherwise terminated in accordance with the terms and conditions of Article V, § 5.1 of this Agreement.

The effective date of this First Amendment shall be August 15, 2012. Except as otherwise provided for in this First Amendment, all of the other terms and conditions of the Medical Director Services Agreement between Allegiance Health and Jackson County Health Department, with an effective date of October 1, 2011, shall remain unchanged and in full force and effect.

**Jackson County Health Department**

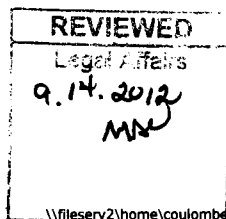
**Allegiance Health**

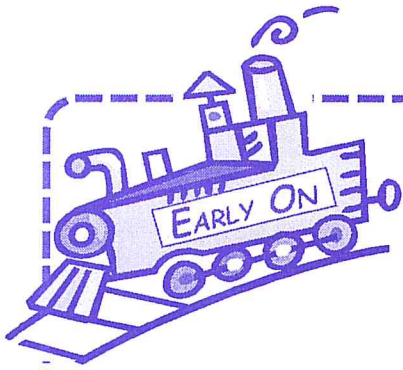
\_\_\_\_\_  
Ted Westmeier, RS, MPH, Director/  
Health Officer

\_\_\_\_\_  
Cheryl Lamborn, Vice President,  
Human Resources

Date: \_\_\_\_\_

Date: \_\_\_\_\_





# Jackson County

Jackson County Health Department  
1715 Lansing Avenue, Suite 221  
Jackson, Michigan 49202-2193



September 6, 2012

Ted Westmeier, Health Officer  
Jackson County Health Department  
1715 Lansing Avenue, Suite 221  
Jackson, MI 49202

Dear Ted,

Please find enclosed a copy of the 2012-13 Jackson County Health Department Agreement with the Jackson County Intermediate School District for your signature. If it meets with your approval, please sign and return and I will get the paperwork back to the ISD.

Thanks for your help with this. If you have any questions or comments, please contact me.

Sincerely,

Barbara Bowman, Coordinator  
Jackson County Early On



**CONTRACTED SERVICE AGREEMENT  
TERMS AND CONDITIONS FOR AGENCY PROVIDING SERVICES FOR  
JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT**

This Agreement is made as of July 1, 2012, between Jackson County Health Department, 1715 Lansing Ave., Suite 221, Jackson, MI 49202, (herein called "Agency") and JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT, a Michigan Public School Corporation, 6700 Browns Lake Road, Jackson, MI 49201, (herein called "JCISD"):

1. Services. The Agency, an organization that is able to offer professional services in the field of Early On Services shall provide service as described in Attachment A, Early On Services, as may be requested by JCISD's Agent from time to time during the term hereof. This contract is not exclusive. JCISD reserves the right to have the same or similar services performed by others to any extent JCISD deems desirable. The Agency reserves the right to contract to provide the same or similar services for others.
2. Authorized Representatives. The term "JCISD's Agent" means Richard Rendell, Ph.D., Director of Special Education, or one of JCISD's authorized officers as authorized by the Superintendent or the Board of Education. The term "Agency's Agent" means Ted Westmeier, or any other Agency officer authorized to represent the Agency.
3. Term of Agreement. This contract shall become effective on July 1, 2012, and shall continue in effect until June 30, 2013, provided however either party may terminate this contract at any time hereafter on at least 30 days' prior written notice to the other.
4. Relationship of Parties. In the provision of services hereunder, the Agency shall be an independent contractor with sole authority to control and direct the performance of the details of the services, JCISD being interested only in the results obtained. Nothing herein shall be construed to create an employer-employee relationship between JCISD and the Agency.
5. Compensation and Terms of Payment. JCISD shall pay the Agency and the Agency shall accept as full compensation and payment for the services hereunder and all of its costs connected therewith, the following:
  - (a) \$163,307. for all time directly spent by the Agency's employees or subcontractors in performing services requested by JCISD. Said compensation covers, without limitation, all of the Agency's costs for wages, taxes, insurance, fringe benefits, overhead and any other expenses required for the performance of this agreement.

The Agency shall submit an invoice to JCISD, itemized and supported to JCISD's satisfaction, for all services rendered and expenses incurred during said invoice period. Such invoices will be paid within 30 days after JCISD's receipt and approval thereof.

6. Professional Standards and Applicable Laws. The Agency shall secure all applicable licenses or permits required by law or ordinance and shall comply with the applicable laws, orders, rules and regulations pertaining to the services hereunder at the time he/she becomes aware of such requirements. The Agency will provide all professional services under this Agreement by the exercise of due care and skill in accordance with the applicable professional standards for services of this type under these circumstances. Without limiting the generality of the foregoing, the Agency shall be responsible for complying with all local, state and federal tax laws and regulations and for the payment of all payroll, income, social security, unemployment and other taxes. The Agency subscribes to equal opportunity in its employment and work practices as required by law.

7. Liability and Insurance Coverage. The Agency shall assume all responsibility for, and indemnify and save JCISD harmless from, all expenses, claims or liability, including property damage, which in any manner are connected with or arise from any action or operation hereunder or the services which are the subject of this contract; provided, the Agency shall not be required to indemnify JCISD for such injury or damage caused by JCISD's sole negligence. Consistent with this commitment,
  - (a) the Agency will provide proof of professional liability coverage appropriate for the performance of services under this Agreement,

Prior to JCISD commencing any services hereunder, the Agency shall also furnish evidence satisfactory to the JCISD showing:

  - (b) the Agency has worker's compensation insurance with Michigan statutory limits, and
  - (c) if the Services hereunder involve the use of the Agency's vehicle, furnish evidence satisfactory to JCISD showing that the Agency has automobile liability insurance with minimum limits as required by Michigan's No-Fault Auto Insurance laws.
8. No Assignment. The Agency shall not assign this contract, or subcontract any services hereunder, except as provided in the approved program budget. Any attempted assignment without such written consent shall be void.
9. Ownership. All data, evaluations, reports and other work product of the Agency shall become the property of JCISD and shall be delivered to JCISD upon completion or termination of the Agency's services hereunder or at such earlier times as JCISD may request.
10. Confidentiality. All information, whether oral, written or otherwise, which JCISD provides to the Agency or which is generated or derived by the Agency in or as a result of the services hereunder and which JCISD designates, in writing or orally, as confidential to JCISD shall be held in strict confidence by the Agency and shall not be disclosed by the Agency to any third party without JCISD's express written consent.
11. Governing Law. This contract shall be deemed to be a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan.
12. Criminal History Check. The Agency will provide a criminal history record check of the individual(s) who will perform the services described in Attachment A, based on fingerprints taken after January 1, 2006 and recorded on the Michigan State Police database for school employees.
13. No Waiver. The failure of either party to enforce, at any time, the provisions of the Agreement shall not constitute a waiver of such provisions or the right of the Agency or the JCISD at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.
14. Entire Agreement and Amendment. This Agreement, upon acceptance by the parties hereto, will constitute the entire and integrated understanding between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral, with respect to the subject matter addressed herein. The terms of this contract may not be changed, superseded or supplemented except in writing, signed by one of JCISD's Agents and by the Agency.

Jackson County Health Department  
July 1, 2012 – June 30, 2013  
Maximum: \$163,776



*Richard Rendell*

By: Richard Rendell, Ph.D.  
Director of Special Education  
Jackson County Intermediate School District  
6700 Browns Lake Road  
Jackson, MI 49201

By: Ted Westmeier  
Health Officer  
Jackson County Health Department  
1715 Lansing Ave., Suite 221  
Jackson, MI 49202

Account#

---

Tax ID: 38-6004845

Approved as to form:

*Catherine McLaughlin Brechtelsbauer*

Catherine McLaughlin Brechtelsbauer  
JCISD Legal Services

Attachment A: Description of services to be provided.

Attachment B: Agency's Proofs of Insurance (and Worker's Compensation declaration, if applicable)

## APPENDIX A – DESCRIPTION OF SERVICE

The JCHD, an independent agent, having professional expertise in the field of program management shall provide services to coordinate the Early-On Program including coordinating and chairing Interagency Coordinating Council, attend technical advisory meetings, write federal grant for Part C funds, advise county agencies in latest practices in early childhood, manage budget, coordinate and attend county budget meetings, advise and work with Family Services Coordinator, work with the Data Coordinator to track children in system, advise and work with Publicity coordinator, maintain, prepare and submit all grants and reports as recommended by the State Department, and other related services as may be requested by JCISD's agent from time to time during the term hereof. This contract is not exclusive. JCISD reserves the right to have the same or similar services performed by others to any extent JCISD deems desirable. The Agency reserves the right to be retrained by and to perform the same or similar services for others.



# Jackson County Health Department

1715 Lansing Avenue • Ste. 221 • Jackson, Michigan 49202

Phone (517) 788-4420

Fax (517) 788-4373

**To:** Human Services Committee  
Board of County Commissioners

**From:** Ted Westmeier  
Director/Health Officer

**Subject:** Contract with Jackson County Intermediate School District for Early On Services

**Date:** September 26, 2012

## **Motion Requested: Approve Contracted Services Agreement Terms and Conditions for Agency Providing Services for Jackson County Intermediate School District (Early On Agreement)**

### **I. Background**

The Jackson County Health Department has been providing Early On Services in Jackson County via a contract with the Jackson County Intermediate School District since the 90's. The duties are described in Appendix A referenced in the contract. (Attached) The program provides services for any child from birth to three with special medical, physical or developmental needs. There is no income level restriction.

### **II. Current Situation**

The Jackson County Health Department currently provides the Early On Services through both contractual and permanent staff. Referrals are also made to the JCISD based on the needs of the child.

### **III. Analysis**

- A. Strategic—The program supports both the Healthy Communities and Education Goals. The purpose of the program is to assure a healthy child capable of learning once in school.
- B. Financial—The program is financially supported by the grant funding.
- C. Customer—The Jackson County Intermediate School District is extremely pleased with our program coordination and outcomes. This was reinforced in a meeting with the Superintendent of the Jackson County ISD this summer to determine our continued involvement with the program.
- D. Timing—This grant covers a period of July 1, 2012 thru June 30, 2013.

### **IV. Recommendation—I recommend that the Board of Commissioners authorize the Contracted**

**Services Agreement Terms and Conditions for Agency Providing Services for the Jackson  
County Intermediate School District.**

**Attachments:** Contract for Services



# Community Action Agency

PROMOTING SELF-SUFFICIENCY

## • Jackson

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

## • Lenawee

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

## • Hillsdale

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

TDD: 1-800-649-3777

August 27, 2012

Human Services Committee  
Jackson County  
120 W. Michigan Ave.  
Jackson, MI 49201

REL CDBG Homeowner Rehab Grant Program Renewal

Dear Human Services Committee Members:

We are approaching the end of the current CDBG Homeowner Assistance program and it is time to apply for funding for the next grant cycle of January 1, 2013-June 30, 2015.

Community Action Agency has served as Jackson County's Third Party Administrator for the CDBG funds for several years in the 1990's and again since 2001.

Enclosed for your review is a list of rehab projects completed over this past grant cycle, listed by township. I will provide "before" and "after" photos of the full rehab projects for your review at your September meeting. We are pleased to report that with these funds, Jackson County was able to provide full rehab for 15 homeowners and emergency repairs for 26 homeowners. Two full rehabs were completed with program income which is income generated from previous loans that were paid back. In addition, about 28% of funding came from leveraged sources. The total dollar assistance provided to Jackson County residents for home improvements during the grant term is \$348,186.

At this time all funds have been committed. We still have two full rehabs outstanding. The estimates on those rehabs are included in the totals above. We anticipate they will be completed by the end of September.

The application process for the new grant cycle requires that a public hearing be held regarding the submittal of the application and that the County adopt a Resolution to approve the submittal of the application and to appoint Community Action Agency as the Third Party Administrator of the grant. The amount that the County can apply for is \$300,000 for the program period. The guidelines for the new program cycle have changed. Half of the funds may be used throughout the County, first-come, first-served as they have been in the past. The other half of the funds must be used in areas targeted by the County for community development under the Governor's "Placemaking" initiative and will be guided through a planning process initiated by MSHDA that will take place in the near future.



Community Action Agency is an equal opportunity provider.

We request that you forward a recommendation to the full Board of Commissioners to hold the public hearing on September 18, 2012 and adopt the Resolution.

We look forward to working with you again to help our Jackson County low and moderate income homeowners improve their homes. I will be present at your September 10, 2012 meeting and at the Public Hearing to answer any questions you may have.

Thank you.

Sincerely,

 (DUF)  
Toby Berry,  
Community Development Director

Enc.

## NOTICE OF PUBLIC HEARING

The County of Jackson will hold a public hearing at 7:10 PM Tuesday, October 23, 2012 in the Jackson County Commission Chambers, 120 W. Michigan Avenue, Jackson, MI 49201.

The purpose of the hearing is to receive public comments regarding Jackson County's application to the Michigan State Housing Development Authority (MSHDA) for \$300,000 of Community Development Block Grant funds for single-family housing improvement loans for eligible households. To be eligible for the loans, homeowner applicants must have a household income no greater than 80% of the Jackson County Area Medium Income (AMI) and must live in Jackson County, outside of the Jackson City limits. One half of the home improvement funds will be available to income -eligible homeowners on a first-come, first-served basis. The remainder of the funds will be available to income-eligible homeowners in areas targeted by the Board of Commissioners for community development as required by MSHDA. Approximately 25-35 households will be assisted with these funds.

Jackson County may submit its application to MSHDA for the grant between September 1, 2012 and December 31, 2012.

Written comments should be addressed to:  
Jackson County Board of Commissioners  
120 W. Michigan Ave.  
Jackson, MI 49201

###

**JACKSON COUNTY CDBG LOG SHEET**  
**GRANT PERIOD: 2010-2012**

08/22/12

**ADDRESS/TOWNSHIP**  
**BLACKMAN TOWNSHIP**

		CDBG Dollars	Leverage Dollars	Project Cost
1134 Winifred Street Jackson, MI 49202	ER	\$2,551.00	\$600.00	\$3,151.00
1039 Cranbrook Street Jackson, MI 49201	ER	\$2,065.00	\$200.00	\$2,265.00
2450 St. David Street Jackson, MI 49201	ER	\$1,965.00	\$0.00	\$1,965.00
206 Kenneth Street Jackson, MI 49203	FULL ***	\$14,300.00	\$1,300.00	\$15,600.00

**COLUMBIA TOWNSHIP**

9508 Morea Drive Brooklyn, MI 49230	ER	\$2,551.00	\$290.00	\$2,841.00
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**CONCORD TOWNSHIP**

121 South Main Street Concord, MI 49237	ER FULL	\$15,603.00	\$7,791.00	\$23,394.00
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**GRASS LAKE TOWNSHIP**

3125 Mack Island Road Grass Lake, MI 49240	ER	\$2,551.00	\$1,000.00	\$3,551.00
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**HANOVER TOWSHIP**

11999 Strait Road Hanover, MI 49241	ER	\$2,518.00	\$0.00	\$2,518.00
----------------------------------------	----	------------	--------	------------

**HENRIETTA TOWNSHIP**

11501 Whitney Road Pleasant Lake, MI 49272	ER	\$2,551.00	\$395.00	\$2,946.00
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**LEONI TOWNSHIP**

111 Stillwell Avenue Michigan Avenue, MI 49254	ER	\$2,551.00	\$0.00	\$2,551.00
7211 East Michigan Avenue Jackson, MI 49201	FULL ***	\$11,090.00	\$0.00	\$11,090.00
557 Sherdian Drive Jackson, MI 49203	FULL	\$11,867.00	\$2,823.00	\$14,690.00
541 Dettman Road Jackson, MI 49203	FULL	\$23,650.00	\$19,680.00	\$43,330.00
6009 Fairlane Drive Grass Lake, MI 49240	FULL	\$10,478.00	\$0.00	\$10,478.00
4026 Honeysuckle Drive Jackson, MI 49201	FULL	\$21,025.00	\$0.00	\$21,025.00
3520 Myers Court Jackson, MI 49203	FULL	\$25,974.00	\$7,405.00	\$33,379.00

**NAPOLEON TOWNSHIP**5743 Brooklyn Road  
Jackson, MI 49201

ER

\$1,582.00	\$0.00	\$1,582.00
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228 Cranberry Lake  
Jackson, MI 49201

ER

\$995.00	\$6,570.00	\$7,565.00
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9301 Charmine Place  
Jackson, MI 49201

ER

\$1,786.00	\$2,045.00	\$3,831.00
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**PARMA TOWNSHIP**13883 Peckham Road  
Parma, MI 49269

ER

\$2,551.00	\$500.00	\$3,051.00
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**SANDSTONE TOWNSHIP**323 Elizabeth Street  
Parma, MI 49269

ER

\$2,000.00	\$0.00	\$2,000.00
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**SUMMIT TOWNSHIP**339 Prairie Street  
Jackson, MI 49203

FULL

\$6,345.00	\$0.00	\$6,345.00
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410 Bagg Avenue  
Jackson, MI 49203

FULL

\$20,472.00	\$7,732.00	\$28,204.00
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211 Third Street  
Jackson, MI 49203

FULL

\$22,603.00	\$11,530.00	\$34,133.00
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810 Emmett Avenue  
Jackson, MI 49203

FULL

\$22,094.00	\$2,438.00	\$24,532.00
-------------	------------	-------------

230 Summit Street  
Jackson, MI 49203

FULL

\$32,034.00	\$3,000.00	\$35,034.00
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**TOMPKINS TOWNSHIP**8536 Clough Road  
Parma, MI 49269

ER

\$2,546.00	\$250.00	\$2,796.00
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**WATERLOO TOWNSHIP**4000 Portage Road  
Munith, MI 49259

ER

\$2,366.00	\$1,973.00	\$4,339.00
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**Totals:****13 Full Rehab  
16 ER Rehab****\$270,664.00****\$77,522.00****\$348,186.00**

\*\*\* Program Income Projects

**Leverage Sources**

FLHB	Dept. of Health
RD	Reg.II Area on Aging
WX	Dept. on Aging
PIP	Disabilities Connection
DHS	CMS Club
RDHP	Veterans Affair
HO's own funds	Salvation Army

**COUNTY OF JACKSON**

**RESOLUTION 10-12.36**

**AUTHORIZING APPLICATION FOR 2013-2015 MICHIGAN CDBG  
HOMEOWNER REHAB GRANT RENEWAL AND DESIGNATING THE  
COMMUNITY ACTION AGENCY AS ADMINISTRATOR FOR THE GRANT**

**WHEREAS**, it is the intent of the Jackson County Board of Commissioners to apply for grant funding through the Michigan State Housing Development Authority to provide grants to rehabilitate housing located in townships within Jackson County not receiving assistance; and

**WHEREAS**, in order to be assured of funding approval, Jackson County will need the support of township residents; and

**WHEREAS**, submission of applications can begin after September 1, 2012, with the deadline for the grant application is December 31, 2012; and

**WHEREAS**, The Jackson County Board of Commissioners published a notice in the Jackson Citizen Patriot and held a Public Hearing at 7:10 p.m., Tuesday, September 18, 2012 for the purpose of receiving oral and written comments from the eligible township residents and all interested parties relative to Jackson County's housing needs.

**NOW, THEREFORE, BE IT RESOLVED** that the Jackson County Board of Commissioners hereby submit the aforesaid housing grant application and direct the Chairman to sign this application and other documents pertinent to this grant, and to have the County accept the grant if awarded.

**BE IT FURTHER RESOLVED** that the Community Action Agency be designated as Administrator for the grant.

---

James Shotwell, Jr, Chairman  
Jackson County Board of Commissioners  
October 23, 2012

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 23, 2012 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: \_\_\_\_\_

COUNTY OF JACKSON  
DEPARTMENT OF HUMAN RESOURCES

120 West Michigan Avenue  
Jackson, Michigan 49201

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

**To:** Board of County Commissioners      **Date:** September 25, 2012  
**From:** Crystal Y. Dixon      *CYD*  
City/County Director of Human Resources  
**Re:** Tentative Agreement with  
COAM-Jackson County Corrections Supervisors

**Motion Requested:** To approve the tentative agreement made between the County of Jackson and the COAM-Jackson County Corrections Supervisors for contract years 2012-2014.

**I. Background**

- A. Early in 2012 the Corrections Sergeants voted to withdraw from the Jackson County Deputy Sheriff's Association and to form a union on their own, represented by the Command Officers Association of Michigan (COAM). Their new union is called COAM-Jackson County Corrections Supervisors.
- B. As a result of the formation of the new union, negotiations ensued to establish a new collective bargaining agreement between the County and COAM-Jackson County Corrections Supervisors. It was agreed that the existing Jackson County Deputy Sheriff's Association collective bargaining agreement dated January 1, 2010 through December 31, 2011 would be used as the template for the new collective bargaining agreement. (The Agreement is available on the Human Resources Department page of the County Internet.)

**II. Current Situation**

- A. After several months of negotiations, a tentative agreement was reached with the COAM-Jackson County Corrections Supervisors on September 19, 2012.

**III. Analysis**

- A. Strategic: The formation of the new union required the County to negotiate a new collective bargaining agreement for the six affected members.
- B. Financial: Through the negotiation process, the County was successful in reaching agreement on key financial issues including health insurance, wages and retiree health care.
- C. Legal: The County was legally required to negotiate a new collective bargaining agreement with this unit.
- D. Timing: It was important to reach a new agreement as quickly as possible in order to define the economic and language parameters that govern this unit.

**IV. Alternatives**

There were no alternatives to negotiating a new collective bargaining agreement.

**V. Recommendation**

- A. It is recommended that the Board of Commissioners approve the tentative agreement made between the County of Jackson and the COAM-Jackson County Corrections Supervisors for contract years 2012-2014.

**COAM – JACKSON COUNTY CORRECTIONS SUPERVISORS  
TENTATIVE ECONOMIC AGREEMENT SUMMARY**

September 19, 2012

1. **Article 13 Banked Sick Leave Section 9. Short Term/Long Term Disability.** Revise section as follows: **Short term disability (STD) will be offered to employees as an option to purchase.** ~~The Employer will provide STD coverage would~~ starting the first (1<sup>st</sup>) day of injury and eighth (8<sup>th</sup>) day of illness for up to a maximum of 13 weeks of disability, payable at sixty six and two thirds percent (66 2/3%) of the employee's base rate of pay (no overtime, no premium, etc.) Long Term Disability (LTD) pays a benefit equal to...(remainder of section as is).

Cost of STD is \$83.20 annually (pre-tax).

2. **Article 16 Paid Time Off Section 5. Payment Upon Termination, Retirement, Death.** Add the following sentence to the end of the section. **There will be no payoff of paid time off to any employee separating with less than one year of service with the County.**

3. **Article 19 Wages and Classifications Section 1. Wage Rates.**

2012 1% increase  
2013 3% increase  
2014 2% increase

4. **Article 22 Uniforms. Section 2. Cleaning Allowance.** Revise section as follows: A \$400.00 cleaning allowance shall be incorporated in the IBP ~~dollars on the cafeteria plan~~ **paid annually in December, with a proportionate payment to be made in the event of termination, retirement, or for a newly promoted/hired Sergeant.**
5. **Article 23 Insurance Section 1. Hospital and Medical Insurance Coverage.** Replace the current health insurance options with a new health insurance option through Blue Cross Blue Shield called Healthy Blue Incentives (HBI). The HBI option will be bundled to a \$10/\$20/\$40 prescription plan, dental coverage (D1) and vision coverage (V1).

Premium co-pays for all employees as follows:

2012: 10% of the illustrated rate  
2013: 15% of the illustrated rate  
2014: 20% of the illustrated rate

Elimination of all IBP dollars. Cash in lieu will be \$3300.00.

6. **Article 23 Insurance.** Add new section as follows: Section 6. Retiree Health Savings Plan. Employees hired on or after 1/1/2012 will not be eligible for health insurance in retirement but will participate in the Retiree health Savings Plan (RHS). The RHS plan through ICMA-RC is as follows:
1. Employer contributes \$1,750.00 annually, to be increased \$100.00 every 5 years.
  2. Employee contributes \$750.00 annually, to be increased \$50.00 every 5 years.
  3. 3 year vesting
  4. Eligible to receive medical benefit payments upon separation from service with no restrictions.
  5. Permissible medical benefit payments are those eligible under IRC Section 213 other than direct long-term care expenses and including non-prescription medications allowed under IRS guidance.
  6. In the event of the death of a participant, the surviving spouse and/or surviving dependents are immediately eligible to maintain the account and utilize it to fund eligible medical benefits.
7. A one-time \$300.00 signing bonus will be paid to all members.



**Jackson County**  
**Finance Department**  
120 W. Michigan Ave. Jackson MI 49201  
Telephone (517) 768-6614

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# Memorandum

**To:** Personnel & Finance Committee  
**From:** James Latham, CPA – Director of Finance  
**Date:** October 2, 2012  
**RE:** 2012 Budget Adjustments

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The following is a summary of various budget adjustments (detail attached):

1. Float Budget Adjustment per policy #1040– Decreases various wage accounts by \$309,299; increases contingency account by \$309,299.
2. Administrator/Controller – Increases expenses by \$18,977 - to reflect personnel changes not previously budgeted.
3. Health Department – Increases revenue by \$163,740; increases expenses by \$175,378; net difference (\$11,638.) - to record budgets for three grants.
4. Register of Deeds – Increases revenue by \$66,935; increases expenses by \$1,050; net difference \$65,885 - to reflect increased revenue collected.
5. Information Technology – Decreases revenue by \$10,440; increases expenses by \$56,085; net difference \$66,525 - to reflect reductions to contract revenue and increased casual wages.
6. Airport Projects – Increases revenue by \$273,000 (prior year fund balance); increases expenses by \$273,000 - to budget for on-going projects.
7. Register of Deeds Technology Fund – Increases revenue by \$168,755 (\$153,755 from prior year fund balance); increases expenses by \$168,755 – to reflect increased revenue and use of fund balance.

**COUNTY OF JACKSON  
BUDGET ADJUSTMENT  
EXPENSES - FLOAT BUDGET ADJUSTMENT  
2012**

LINE ITEM					CURRENT	AMENDED	
FUND	DEPT.	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET	INCREASE	DECREASE	BUDGET
101	131	704	000	Wages - Full Time	924,657	23,116	901,541
101	131	705	000	Wages - Part Time	104,085	2,602	101,483
101	131	715	000	FICA	89,616	2,240	87,376
101	131	718	000	Retirement	138,383	3,460	42,000
101	136	704	000	Wages - Full Time	1,761,599	44,040	1,717,559
101	136	715	000	FICA	139,411	3,485	135,926
101	136	718	000	Retirement	256,553	6,414	250,139
101	229	704	000	Wages - Full Time	1,127,461	28,187	1,099,274
101	229	715	000	FICA	97,704	2,443	95,261
101	229	718	000	Retirement	129,743	3,244	126,499
101	301	704	000	Wages - Full Time	2,550,277	63,757	2,486,520
101	301	715	000	FICA	234,049	5,851	228,198
101	301	718	000	Retirement	386,829	9,671	377,158
101	345	704	000	Wages - Full Time	754,627	18,866	735,761
101	345	715	000	FICA	62,831	1,571	61,260
101	345	718	000	Retirement	107,666	2,692	104,974
101	351	704	000	Wages - Full Time	2,845,349	71,134	2,774,215
101	351	715	000	FICA	232,362	5,809	226,553
101	351	718	000	Retirement	428,737	10,718	418,019
101	890	989	697	Contingency	254,818	309,299	564,117
					12,626,757	309,299	12,626,756

[illegible]

DEPT HEAD

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COMMITTEE DATE

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ADMIN \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF COMM DATE

# JACKSON COUNTY FLOAT CALCULATION

## 2012 Budget Adjustment RE: Float policy #1040

dept	acct	budget amt	less 2.5%	adjusted amt
101131 Circuit Court	704000	924,657	23,116	901,541
	705000	104,085	2,602	101,483
	715000	89,616	2,240	87,376
	718000	138,383	3,460	134,923
		1,256,741	31,419	1,225,322
		-	-	-
101136 District Court	704000	1,761,599	44,040	1,717,559
	715000	139,411	3,485	135,926
	718000	256,553	6,414	250,139
		2,157,563	53,939	2,103,624
		-	-	-
101229 Prosecuting Attorney	704000	1,127,461	28,187	1,099,274
	715000	97,704	2,443	95,261
	718000	129,743	3,244	126,499
		1,354,908	33,873	1,321,035
		-	-	-
101301 Sheriff	704000	2,550,277	63,757	2,486,520
	715000	234,049	5,851	228,198
	718000	386,829	9,671	377,158
		3,171,155	79,279	3,091,876
		-	-	-
101345 Emergency Dispatch	704000	754,627	18,866	735,761
	715000	62,831	1,571	61,260
	718000	107,666	2,692	104,974
		925,124	23,128	901,996
		-	-	-
101351 Jail	704000	2,845,349	71,134	2,774,215
	715000	232,362	5,809	226,553
	718000	428,737	10,718	418,019
		3,506,448	87,661	3,418,787
101890	989697	Contingency	<u><u>309,299</u></u>	

**COUNTY OF JACKSON**  
**BUDGET ADJUSTMENTS - ADMINISTRATOR/CONTROLLER**  
**EXPENSES**  
**2012**

LINE ITEM					CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION				
101	201	704	000	Wages - Full Time	207,782	12,618		220,400
101	201	705	000	Wages - Part Time	32,907		21,307	11,600
101	201	705	500	Wages - Casual	-	1,200		1,200
101	201	706	000	Wages - Overtime	-	50		50
101	201	715	000	FICA	18,412	88		18,500
101	201	717	000	Life Insurance	450	230		680
101	201	718	000	Retirement	13,116	13,720		26,836
101	201	718	100	RHS Employer Contribution	-	5,250		5,250
101	201	730	000	Office Supplies	1,500	500		2,000
101	201	811	000	Dues and Publications	2,352	1,648		4,000
101	201	978	000	Capital Outlay	-	1,200		1,200
101	201	850	000	Telephone Usage	1,720	2,280		4,000
101	201	861	000	Mileage	600	1,500		2,100
101	890	989	000	Contingency	254,818		18,977	235,841
								-
								-
								-
								-
								-
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								-
					533,657	40,284	40,284	533,657

REASONING:	
Adjustment required to reflect current personnel in department. Employee mix was not budgeted previously.	

DEPT HEAD \_\_\_\_\_  
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DATE \_\_\_\_\_  
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COMMITTEE \_\_\_\_\_ DATE \_\_\_\_\_  
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 BOARD OF COMM \_\_\_\_\_ DATE \_\_\_\_\_

**COUNTY OF JACKSON  
BUDGET ADJUSTMENTS - HEALTH FUND  
REVENUE  
2012**

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DEPT HEAD \_\_\_\_\_

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BOARD OF COMM \_\_\_\_\_ DATE \_\_\_\_\_

**COUNTY OF JACKSON**  
**BUDGET ADJUSTMENTS - HEALTH FUND**  
**2012**

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
221	161	704	000	Wages - Full Time	-	18,000		18,000
221	161	715	000	FICA	-	1,500		1,500
221	161	716	000	Health Insurance	-	4,000		4,000
221	161	717	000	Life Insurance	-	500		500
221	161	718	000	Retirement	-	2,500		2,500
221	161	719	000	Workers' compensation	-	278		278
221	161	816	000	Service Contracts	-	100		100
221	161	835	100	Special Projects	-	300		300
221	161	861	000	Mileage	-	100		100
221	613	705	000	Wages - Part Time	-	600		600
221	613	715	000	FICA	-	80		80
221	613	718	000	Retirement	-	60		60
221	613	719	000	Workers' compensation	-	10		10
221	613	730	000	Office Supplies	-	500		500
221	613	740	000	Operating Supplie	-	1,000		1,000
221	613	802	000	Contractual Services	-	30,000		30,000
221	613	861	000	Mileage	-	200		200
221	613	861	100	Professional Development	-	1,800		1,800
221	636	704	000	Wages - Full Time	-	7,000		7,000
221	636	711	000	Wages In Leiu of Insurance	-	400		400
221	636	715	000	FICA	-	600		600
221	636	717	000	Life Insurance	-	50		50
221	636	718	000	Retirement	-	1,000		1,000
221	636	719	000	Workers' compensation	-	100		100
221	636	864	000	Gasoline Usage	-	500		500
221	657	704	000	Wages - Full Time	-	35,000		35,000
221	657	705	000	Wages - Part Time	-	3,000		3,000
221	657	705	500	Wages - Casual	-	10,000		10,000
221	657	715	000	FICA	-	5,000		5,000
221	657	716	000	Health Insurance	-	10,000		10,000
221	657	717	000	Life Insurance	-	200		200
221	657	718	000	Retirement	-	6,000		6,000
221	657	719	000	Workers' compensation	-	500		500
221	657	730	000	Office Supplies	-	3,000		3,000
221	657	802	000	Contractual Services	-	15,000		15,000
221	657	835	100	Special Projects	-	4,500		4,500
221	657	861	000	Mileage	-	2,000		2,000
221	657	861	100	Gasoline Usage	-	10,000		10,000
						175,378	-	175,378

REASONING:	
To record budgets for Healthy Community Grant, Toy Talker Grant, Tobacco Cessation Grant and Teen Outreach Program grants.	

DEPT HEAD	_____	DATE	_____	COMMITTEE	_____	DATE	_____
BUDGET DIR	_____	DATE	_____	ADMIN	_____	DATE	_____
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**COUNTY OF JACKSON**  
**BUDGET ADJUSTMENTS - REGISTER OF DEEDS**  
**REVENUE**  
**2012**

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
101	236	625	000	Transfer Tax	210,000	35,000		245,000
101	236	634	000	Recordings	350,000	24,000		374,000
101	236	636	000	Tract	25,000	1,500		26,500
101	236	643	060	Copy Charges	135,000	6,500		141,500
101	236	609	000	Searches	90		65	25
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	REASONING:
	We are seeing an increase in recordings, Tract , which is land searching and copy requests.
	Not as many request for Searches as in past years.

DEPT HEAD

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COMMITTEE DATE

BUDGET DIR

DATE \_\_\_\_\_

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BOARD OF COMM \_\_\_\_\_ DATE \_\_\_\_\_

**COUNTY OF JACKSON  
BUDGET ADJUSTMENT - REGISTER OF DEEDS  
EXPENSES  
2012**

[illegible][illegible]

DEPT HEAD

DATE \_\_\_\_\_

COMMITTEE \_\_\_\_\_ DATE \_\_\_\_\_

BUDGET DIR

DATE \_\_\_\_\_

ADMIN \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF COMM DATE

**COUNTY OF JACKSON**  
**BUDGET ADJUSTMENTS - INFORMATION TECHNOLOGY**  
**REVENUE**  
**2012**

[illegible][illegible]

DEPT HEAD

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**COUNTY OF JACKSON  
BUDGET ADJUSTMENTS - INFORMATION TECHNOLOGY  
EXPENSES  
2012**

[illegible]

REASONING:
Changes reflect personnel changes in department and mainly additional casual wages.

DEPT HEAD

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COMMITTEE DATE

BUDGET DIR \_\_\_\_\_

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ADMIN \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF COMM DATE

**COUNTY OF JACKSON  
BUDGET ADJUSTMENTS - AIRPORT PROJECTS  
REVENUE  
2012**

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
245	295	699	000	Planned Use of Fund Balance	18,000	23,000		41,000
246	295	699	000	Planned Use of Fund Balance	-	250,000		250,000
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					18,000	273,000	-	291,000

[illegible]

DEPT HEAD

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COMMITTEE DATE

BUDGET DIR \_\_\_\_\_

DATE \_\_\_\_\_

ADMIN \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF COMM \_\_\_\_\_ DATE \_\_\_\_\_

**COUNTY OF JACKSON**  
**BUDGET ADJUSTMENT - AIRPORT PROJECTS**  
**EXPENSES**  
**2012**

[illegible][illegible]

DEPT HEAD

DATE \_\_\_\_\_

COMMITTEE DATE

BUDGET DIR \_\_\_\_\_

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ADMIN \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF COMM \_\_\_\_\_ DATE \_\_\_\_\_



# J X N


## Jackson County Airport

3606 Wildwood Avenue  
(517) 788-4225

Jackson, Michigan 49202  
FAX (517) 788-4682

September 18, 2012

TO: Michael Overton, Administrator – Controller

FROM: Kent L. Maurer, Airport Manager 

RE: Establish Line Item Budgets for Airport Special Accounts

I am writing to request the establishment of budgets for some special airport accounts. These accounts are special fund accounts designated for the airport that carry fund balances from one year to the next. In the past the fund balance from the previous year would become the "budget" for the next year. I will identify the account along with a brief description of that account. Reference documentation is attached.

<u>ACCOUNT</u>	<u>Description</u>	<u>Amount</u>
931160	FAA Obligated Funds	\$14,000

This fund was created to receive one-time revenue from the sale of an easement on airport land to MDOT-Highways. The money has all been expended on airport public improvement projects. The revenue was \$14,000.

**931275                      Front Entrance-Heritage Park    (Current Fund Balance)**

This fund was established in 2007 and used for public improvements to Aviation Heritage Park. All revenues are from public donations. We will be expending this money this year. The balance should be approximately \$9,000. We have expended money from this line item this year and anticipate additional expenditures for a WWII memorial.

**931025                      Runway Project                                      (Current Fund Balance)**

This fund was established for the Runway Safety Project in 2002. The budget for this should reflect the current balance which should be approximately \$250,000.

**COUNTY OF JACKSON**  
**BUDGET ADJUSTMENTS - ROD TECHNOLOGY FUND**  
**REVENUE**  
**2012**

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
256	100	634	100	Automation Fee	135,000	15,000		150,000
								-
256	100	699	000	Planned Use of Fund Balance		153,755		153,755
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					135,000	168,755	-	303,755

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BOARD OF COMM \_\_\_\_\_ DATE \_\_\_\_\_

**COUNTY OF JACKSON  
BUDGET ADJUSTMENT  
EXPENSES - ROD TECHNOLOGY FUND  
2012**

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
256	100	811	100	Licenses	-	425		425
256	100	978	000	Capital Outlay	75,000	175,000		250,000
256	100	801	000	Professional Services	1,860	730		2,590
256	100	816	000	Service Contracts	45,000		7,000	42,000
256	100	850	050	Internet Services	8,500		400	8,100
								-
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					130,360	176,155	7,400	299,115

REASONING:
Licenses-Per auditor's recommendation Licenses line item was created for annual Antivirus software.
Transfer of funds from Automation pooled funds to Capital Outlay. This increase reflects our portion of the Kiosk to be jointly used by all 3 departments on the 2nd floor and the Simple Search historical project. Simple Search became available to us after 2012 budget had already been submitted.
Professional Services - Conference costs for both Register & Chief Deputy. Chief Deputy hasn't been attending in past few years for staffing reasons.
It was important to she be there this year with Clerk/Register merge in 2013

DEPT HEAD

DATE \_\_\_\_\_

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ADMIN \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF COMM                                          DATE



# Jackson County Health Department

1715 Lansing Avenue • Ste. 221 • Jackson, Michigan 49202

Phone (517) 788-4420

Fax (517) 788-4373

**To:** Human Services Committee  
Board of County Commissioners

**From:** Ted Westmeier  
Director/Health Officer

**Subject:** Full Time Administrative Clerk in Finance at the Health Department

**Date:** September 26, 2012

**Motion Requested:** Authorize the Reassignment of a Full Time Administrative Clerk, currently being shared between the Department on Aging and the Health Department for financial duties, to be assigned full time at the Health Department.

## **I. Background**

- A. The Health Department staff for financial operations included one Full Time Financial Manager, one Full Time Senior Account Clerk and one Full Time Administrative Clerk. In December 2010 ½ of the Full Time Administrative Clerk was assigned to Department on Aging to fill a vacancy which occurred due to a retirement.

## **II. Current Situation**

- A. We have since filled the vacant Full Time Financial Manager with a Senior Accountant that is shared with the Finance Department. This has required some duties to be transferred to the Full Time Senior Account Clerk.
- B. We need additional assistance in our financial operations due to the increased work load for our Full Time Senior Account Clerk, some of which needs to be assigned to an Administrative Clerk, and an increased demand for billing in our Maternal Infant Health Program.

## **III. Analysis**

- A. Strategic—The Department needs adequate financial support staff to operate efficiently.
- B. Financial—Timely billing allows our Department to receive revenue earlier. The increase in the Maternal Infant Health Program caseload will increase our revenue through direct billing as well as our Medicaid Cost Base Reimbursement, since it is based on Medicaid Services. The increased personnel cost to the Health Department will be \$26,887.
- C. Customer—We are the only provider in the County for the Maternal Infant Health Program.

D. Timing—Since we have become the sole provider for the Maternal Infant Health Program, as of July 2012, our billing needs have greatly increased. Also the duties of the Senior Account Clerk have increased due to sharing of the Senior Accountant.

**IV. Recommendation—Authorize the reassignment of a Full Time Administrative Clerk for financial services at the Health Department. (Currently sharing a Full Time Administrative Clerk with Department on Aging)**

**Attachments:** None



# Jackson County ADMINISTRATOR/CONTROLLER

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Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

**TO:** Board of County Commissioners

**FROM:** Michael R. Overton  
Administrator/Controller

**SUBJECT:** Board Organization

**DATE:** October 17, 2012

## **Motion Requested**

Accept the recommendation by the Policy Committee to adopt a 3-committee Board organization Structure.

## **I. Background**

- A. Because of re-districting the Board has requested the Administrator/Controller's Office to review the feasibility of maintaining the current meeting structure.
- B. We presented three options to the Policy Committee in August. The following options, not in any specific order, were presented.
  - 1. Maintain current committees with fewer commissioners per committee
  - 2. Pare down committees to two and maintain other meetings as is.
  - 3. Go to a committee of the whole, where we have two meetings per month. Both are official business meetings, but one is designated by the Board as a study session, non-legislative meeting. If you have to take action you could, but generally, you would not.

## **II. Current Situation**

- A. At the August Policy Meeting, the Policy Committee eliminated Alternative 1 and requested the Administrator/ Controller to come back in September with a vetted analysis of the other two options.
- B. At the September Policy Committee, the Policy Committee requested further input from other Commissioners outside of the Committee. The Committee of the Whole option was eliminated from discussion.
- C. At the regular meeting of the Board of County Commissioners, Board members requested that a 2-Committee of the Whole structure be presented.

D. We have summarized all of the plans presented in the past in the table below.

Alt	Name	Description
1	<del>4 Committee Structure</del>	<del>Study Session, four committees (not of whole), one legislative meeting</del>
2	Reduced Committee Structure	Study session, two committees (not of whole), one legislative meeting
<del>3</del>	<del>Committee of the Whole</del>	<del>Study session &amp; one legislative meeting</del>
2B	Three Committee Structure	Study session , three committees (not of the whole), one legislative meeting
3B	Two Committees of the Whole	Study session, two committees of the whole, one legislative meeting

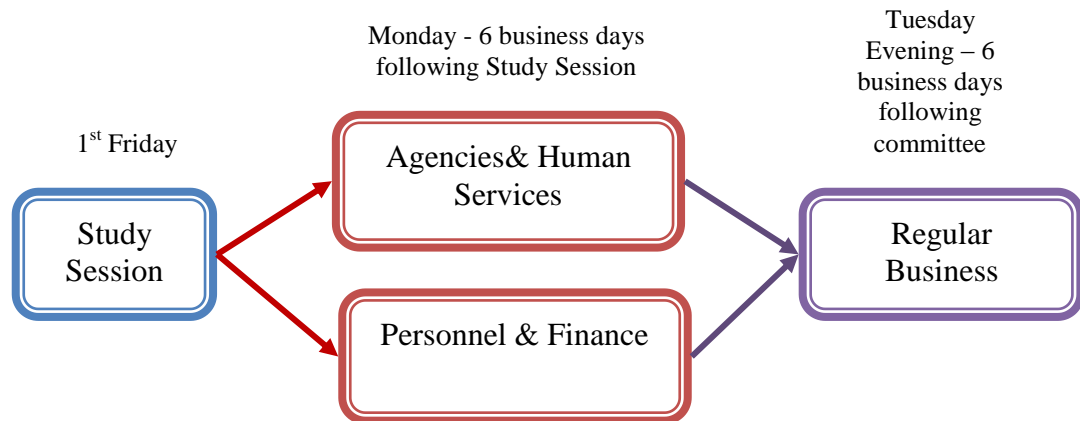
E. At the October Policy Committee, the committee recommended the Board adopt the three Committee Structure, option 2B. They did not approve the schedule (timing of day and month) of the meetings, but deferred that discussion, to a future undetermined date.

III. **Analysis** – At the September policy meeting, the Administrator/Controller presented the following two vetted options.

A. Alternative 2 – Reduced Committee Structure

1. Meetings - Under the reduced committee structure the existing four committees would be combined to create two new committees. The full board would meet in a monthly legislative meeting.
  - a. Study Session – first Friday at 7:30 AM
  - b. Committees – six business days after study session
    - i. Personnel & Finance (Policy committee would roll in to Personnel & Finance) 8 AM
    - ii. Agencies and Human Services (Human Services and Agencies and Affairs would combine) 10 AM
  - c. Board of Commissioners Monthly Meeting – third Tuesday at

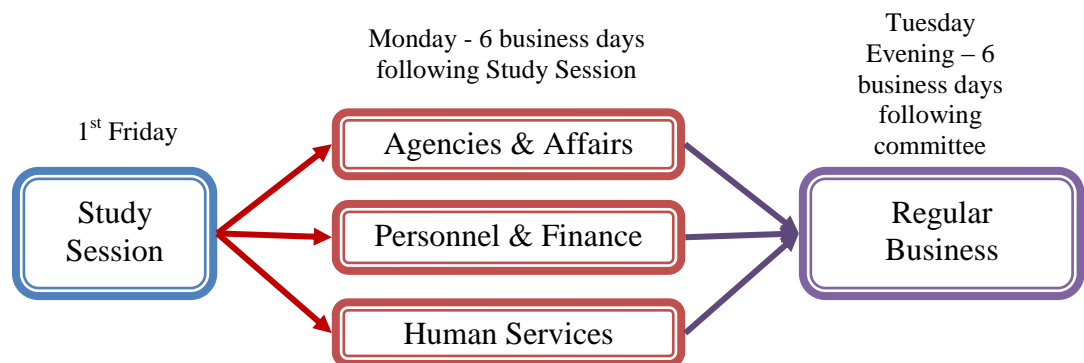
2. Timing - The Administrator and Board would continue to have a Friday study session, although we are requesting that an extra week be put in between the study session and the committee meeting to allow us time to make changes



based on feedback we receive from you on Board items.

3. Seats - With two committees of 5 Commissioners each, there are ten seats to be filled. Under the current system the Chairperson appoints each committee chair. Neither the Chairperson nor the vice-Chairperson are members of the committee, although the Chairperson votes when there are missing members of a committee and a tiebreaker is needed. We see two options with the committee system for seats:
- Chairperson Participates – The Chair would serve on both committees as chair or as a voting member, appointing separate chairs for each committee. The other 8 commissioners serve on one committee assignment.
  - Chairperson Does Not Participate – Chairperson of the Board would appoint a committee chair for each committee. Each committee Chairperson would serve on both committees, therefore each committee chair would serve on two committees. The other six commissioners would receive one committee assignment.
4. Positives
- Continues the committee system currently in place
  - Essentially breaks up a committee of the whole system into two meetings with half the commissioners focusing on some material and half focusing on the other.
5. Negatives

- a. The full board does not debate all issues.
- B. Upon discussion of the Alternative 2 and Alternative 3, the Policy Committee eliminated Alternative 3 and requested vetting of a 3 committee alternative. They requested that Alternative 2 and the 3-committee alternative be discussed at the regular Board meeting.
- C. Alternative 2B – 3 Committee Structure
  - 1. Meetings - Under the 3 committee structure we recommend that Policy Committee be rolled up into the Personnel & Finance Committee. The full board will continue to meet in a monthly study session and a monthly legislative meeting. The meetings would be as follows.
    - a. Study Session – first Friday at 7:30 AM
    - b. Committees – 6 business days following study session
      - i. Personnel & Finance Committee (Policy committee would roll in to Personnel & Finance) - 8 AM
      - ii. Agencies and Affairs - 9 AM
      - iii. Human Services - 11 AM
    - c. Board of Commissioners Monthly Legislative Meeting
  - 2. Timing - The Administrator and Board would continue to have a Friday study session, although we are requesting that an extra week be put in between the study session and the committee meeting to allow us time to make changes based on feedback we receive from you on Board items.



- 3. Seats - With three committees of 5 Commissioners each, there are ten seats to be filled. Under the current system the Chairperson appoints each committee chair. Neither the Chairperson nor the vice-Chairperson are members of the

committee, although the Chairperson votes when there are missing members of a committee and a tiebreaker is needed. We see a three committee structure working like this:

- a. With three committees of 5 there are 15 seats available. Excluding the Chair and Vice-Chair you would have 7 commissioners. If each 7 commissioners had two assignments you would fill 14 seats. The Vice-Chair could serve as the Chairperson of one of the three Committees. The Board Chairperson would continue to serve as an alternate voting member of each committee in the event of a tie.

	Agencies & Affairs	Human Services	Personnel & Finance
1	Commissioner 1 (Committee Chairman)	Commissioner 2 (Committee Chairman)	Commissioner 8 (vice-chair)
2	Commissioner 3	Commissioner 3	Commissioner 1
3	Commissioner 4	Commissioner 4	Commissioner 2
4	Commissioner 5	Commissioner 6	Commissioner 5
5	Commissioner 6	Commissioner 7	Commissioner 7
	Alt: Board Chairman	Alt: Board Chairman	Alt: Board Chairman

#### 4. Positives

- a. Continues the committee system currently in place.
- b. Maintains a system closest to what is now in place.

#### 5. Negatives

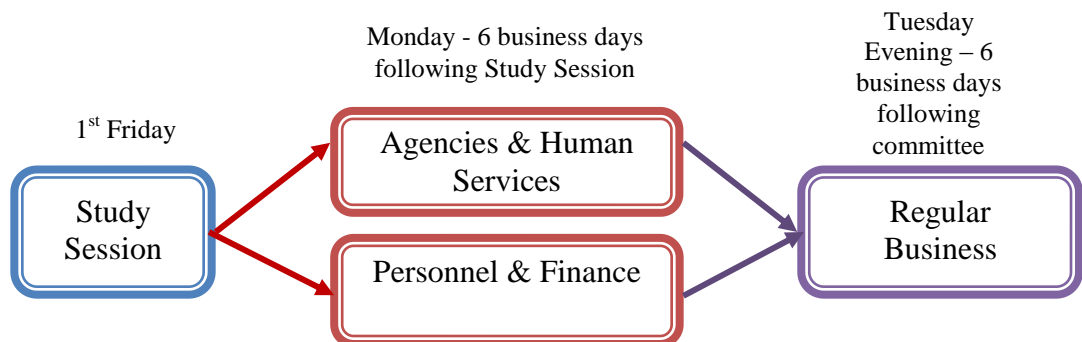
- a. The full board does not debate all issues.
- b. Commissioners would essentially participate in 2/3<sup>rd</sup>s of the business of the county. At that point perhaps they should just participate in all the business.

### D. Alternative3B – 2 Committee of the Whole Structure

1. Meetings – At the September regular meeting of the Board, several commissioners suggested a 2 committee of the whole structure. Under this organizational structure Policy Committee would be rolled up into the Personnel & Finance Committee and Human Services would roll up into Agencies & Affairs. The committee format would segment a committee of the

whole Board meeting into two different meetings. This would maximize the efficiency of the participants such that the times to report would be more predictable. The full board will continue to meet in a monthly study session and a monthly legislative meeting. The meetings would be as follows.

- a. Study Session - first Friday
  - b. Committees – 6 business days following study session
    - i. Personnel & Finance Committee (Policy Committee combined with Personnel & Finance) – 8 AM
    - ii. Agencies & Human Services (Agencies & Affairs combined with Human Services) – 10 AM
  - c. Board of Commissioners Monthly Legislative Meeting
2. Timing - The Administrator and Board would continue to have a Friday study session, although we are requesting that an extra week be put in between the study session and the committee meetings to allow administration time to make changes based on feedback we receive from you on Board items.



3. Seats – All Commissioners would attend both committee meetings and receive and debate on the same material.
  - a. Under a Committee of the whole, the Board Chairperson and Vice-Chairperson would run the meeting.
4. Positives
  - a. Each commissioner has the opportunity to discuss all of the issues.
  - b. Continues a committee style process the Board is comfortable with, while increasing the participation of each of the Board members.
  - c. Consolidates meetings from current structure.

5. Negatives

- a. Meetings will be longer, which would be accommodated by a scheduled break between committees.

E. **Residual Impacts** – The following policies are impacted by the change in meeting structure and should be amended by the end of the year to accommodate the Board’s new meeting plan.

1.	Policy 4020	Organizational Meeting
2.	Policy 4030	Meetings of the Board
3.	Policy 4040	Agenda
4.	Policy 4070	Committees
5.	Policy 4080	Order of Succession
6.	Policy 4090	Appointments to Boards/Commissioners
7.	Policy 4110	Committee and Compensation Guidelines

F. **Timing** – We will be drafting the Board schedule for 2013 in November and December. We need to address the other policies impacted by the Board change between October and December.

IV. **Recommendation**

**The Policy Committee recommends the Board of Commissioners adopt alternative 2B a three committee Board organizational structure.**

**Attachments:**

Commissioner Board Appointments – October 2012

<u>BOARD</u>	<u>NEW TERM EXPIRES</u>	<u>CURRENT MEMBER</u>	<u>APPLICANTS</u>	<u>COMMITTEE RECOMMENDED APPOINTMENTS</u>
<u>Land Bank Authority</u>				
1) One Commissioner member	10/2016	Jon Williams	Julie Alexander Gail W. Mahoney	Both to the Full Board for consideration.
1) One City representative	10/2016	Andrew Frounfelker		
1) One public member with Construction experience	10/2016	Kevin Cunningham	Kevin Cunningham	Kevin Cunningham

# COUNTY OF JACKSON

## REQUEST FOR BOARD OR COMMISSION APPOINTMENT

**Mail or personally deliver to:** *County of Jackson -- Administrator/Controller's Office -- 6<sup>th</sup> 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:** ALEXANDER JULIE  
Last First, Middle Initial

**HOME ADDRESS:** 5815 HANOVER RD HANOVER 49241  
Street City Zip Code

**TELEPHONE:** 5175638729 HOME 5177409982 CELL NALAR@FRONTIERNET.NET  
Home, Work, Cell, or Business (Include Area Code) E-mail Address

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

1. LAND BANK AUTHORITY 2. 3.

**Community Activities/Civic Organization/Boards/Commissions:**

Activity / Organization:	Length of Service	Position (s) Held:
COUNTY OF JACKSON	JAN 2010 - PRESENT	COMMISSIONER
VARIETY OF AGRICULTURE ASSOCIATIONS	25 YEARS	
HH 4TH OF JULY CELEBRATION	15 YEARS	EXECUTIVE BOARD MEMEBER

**Employment:**

SELF EMPLOYED NA-LAR FARMS	CO-OWNER	25 YEARS
Current Employer:	Position:	Dates of Employment:

**Education:**

NORTHWEST HIGH SCHOOL - JACKSON, WESTERN MICHIGAN UNIVERSITY- BS, MICHIGAN STATE UNIVERSITY -POST GRADUATE STUDIES

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

I BELIEVE MY DIVERSE BACKGROUND AND COMMITMENT TO JACKSON COUNTY ALLOW ME TO BRING AN ADDITIONAL PERSPECTIVE TO THE EXISTING AUTHORITY.

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

JULIE ALEXANDER  
Signature:

10/2/2012  
Date:

# COUNTY OF JACKSON

## REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *County of Jackson -- Administrator/Controller's Office -- 6<sup>th</sup> 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: Cunningham Kevin   
Last First Middle Initial  
HOME ADDRESS: 5217 S. Broadmoor Jackson MI 49201  
Street City Zip Code  
TELEPHONE: 517-787-8511 kcunningham@cunninghamcg.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. Land Bank 2.  3.

### Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>John George Home</u>	<u>8 years</u>	<u>President, VP, Secretary</u>
<u>YMCA</u>	<u>6 years</u>	<u>Board Member, Facilities Head</u>
<u></u>	<u></u>	<u></u>

### Employment:

<u>Cunningham Construction</u>	<u>President</u>	<u>6/89 to Present</u>
Current Employer:	Position:	Dates of Employment:

### Education:

Lumen Christi High School / Marquette University / Eastern Michigan Graduate School

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

Concern for community and how it affects business

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

This is a reappointment

Kevin P Cunningham  
Signature:

10/5/2012  
Date:



# Jackson County ADMINISTRATOR/CONTROLLER

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Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

**TO:** Board of County Commissioners

**FROM:** Adam J. Brown  
Deputy County Administrator

**SUBJECT:** NSP3 Boundary Plan Extension Public Comments

**DATE:** October 18, 2012

## **Motion Requested**

Amend the NSP3 Action Plan to raise the appropriation for demolition to the maximum of 10% and reduce rehab by the same amount.

## **I. Background**

- A. In March of 2011 the Board approved the NSP3 (Neighborhood Stabilization Program) Action Plan for a \$1,162,482 in housing renovation and demolition.
- B. The County contracted with Community Action Agency (CAA) to be the third-party administrator for the county's grant.
- C. CAA has been actively pursuing purchase of homes to be used for rehab within Leoni Township, but has incurred challenges in doing so. It has been difficult to find properties, competing with private sector purchases, and that fit the guidelines established by HUD for the owners.
- D. At the September 18, 2012 Board Meeting, the Board of Commissioners approved an amendment to the NSP3 Action Plan to expand the eligible areas to include census tracts in both Blackman and Summit Townships and the City of Jackson. Approval of a plan amendment opens up a public comment period.

## **II. Current Situation**

- A. The Administrator/Controller's Office received two comments from the public. Both letters are attached.
  - 1. The first was sent on October 2, 2012 from Supervisor Dan Hawkins from Blackman Township. The Blackman Township Board approved by majority vote a request to increase the demolition appropriation in the plan to the maximum 10%.

2. The second was sent on October 4, 2012 from Supervisor Jim Dunn of Summit Township. Supervisor Dunn expressed his desire to get a waiver from HUD to change the plan to appropriate all funds toward demolition. If this is not possible he would like the maximum for which HUD would issue a waiver.

B. Current Alternatives

1. If the Board does nothing, the plan will stand as previously amended.
2. The Board can choose to amend the plan again to increase the demolition to 10% (\$116,248). This action will open another 15 day public comment period.
3. The Board can choose to request a waiver from HUD to increase the amount spent on demolition beyond the 10% waiver.

III. Analysis

- A. **Strategic** – The NSP3 program supports the economic development and safe community goals of our county strategic plan. Eliminating blighted housing structures improves the look of our community. Unsafe structures pose a risk to neighbors and a haven for homelessness.
- B. **Financial** – The maximum amount that can be appropriated toward demolition without a waiver from HUD is \$116,248. The approved amount originally targeted identified properties in the City. We have not yet identified other properties outside of the city, but it is likely that we may encounter the same challenges we did in Leoni Township where it was difficult to find properties that fit the criteria required by HUD. Increasing the amount to 10% is a reasonable amount to appropriate for demolition.
- C. **Policy/Legal** – HUD requires that any demolition be reused for a housing purpose. All properties demolished using NSP3 funds would have to be retained for housing. The more demolition that occurs, the greater challenge this presents. The County would likely have to hold these properties through the Landbank or some other unit until the property is disposed for a housing purpose.
- D. **Timing** – If the plan is amended again to push the budget to the maximum 10%, this should not slow down the use of the money. An additional amendment opens another 15 day comment period, but the county can still pursue the previously targeted properties at the same time. The County must spend 50% of the budget by next March or the County is in danger of losing its allocation.

IV. Recommendation

The Administrator/Controller's Office recommends that if the Board desires to respond to these two requests that they amend the plan to 10%.

October 18, 2012

NSP3 Plan Amendment – Public Comment

**Attachments:**

Letter from Supervisor Dan Hawkins on behalf of Blackman Charter Township

Letter from Supervisor Jim Dunn of Summit Township



## BLACKMAN CHARTER TOWNSHIP

1990 W. Parnall Road • Jackson, Michigan 49201-8612 • Phone (517) 788-4345 • Fax (517) 788-4689



10/02/2012

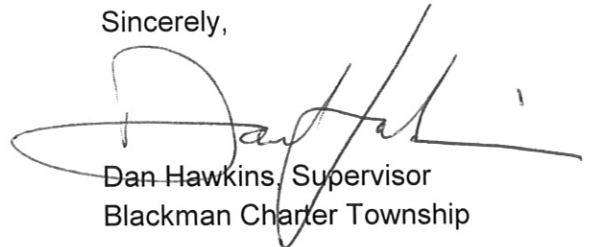
Mr. Adam Brown, Assistant Administrator  
Jackson County Building  
120 W. Michigan Ave.  
Jackson, MI 49201

Dear Mr. Brown,

This correspondence is prepared relative to the October 1, 2012 majority vote decision by the Blackman Charter Township Board to communicate to you support of increased **NSP3** demolition appropriation to approach or equal the 10% pre-established ceiling.

Please contact me if you have any questions.

Sincerely,



Dan Hawkins, Supervisor  
Blackman Charter Township

Cc: Township Board, Dan Gough/Zoning Administrator, Eric White/Attorney, David Elwell/County Commissioner

## Adam Brown

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**From:** Jim Dunn <supervisor@summittwp.com>  
**Sent:** Thursday, October 04, 2012 12:04 PM  
**To:** Adam Brown  
**Cc:** clerk@summittwp.com; doug@summittwp.com; 'Joe Smith'  
**Subject:** NSP3 Funds

Adam – I talked with Toby Berry, Supervisor of Housing Advocates for the Community Action Agency, regarding the availability of NSP3 Funds for housing rehab/demolition in Summit Township. I understand that the public comment period for utilization of these funds in Blackman, Leoni and Summit Townships as well as the City of Jackson will close on October 6<sup>th</sup>, 2012. She indicated that I should direct any comments I have regarding the use of these funds to you.

As she explained to me, currently a maximum of 10% of these funds - approximately \$116,000 - would be available for demolition purposes without a waiver from HUD. I'm writing to request that a waiver from HUD be requested to utilize all of this funding for demolition purposes. If this is not possible that the maximum for which HUD would issue a waiver be sought. I don't have specific locations or numbers, but I'm aware that the County is now the owner of record of several houses located in Summit Township that should be razed. Utilization of these funds for this purpose would provide the greatest benefit by eliminating blight and the continuing decay of neighborhoods that occurs as a result. If you need anything further from me, please let me know. I would be glad to provide you with any information we have.

Thanks, Jim Dunn

Summit Township Supervisor



# Jackson County Board of Commissioners

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**TO:** Board of County Commissioners

**FROM:** James E. Shotwell, Jr.  
Chairman, Commissioner District #7

**SUBJECT:** Compensation Increase for Administrator/Controller

**DATE:** October 17, 2012

## **Motion Requested**

Increase the compensation of the Administrator/Controller by 2% of his base wage effective July 25, 2012 and make the associated budget adjustments using the County contingency account.

## **I. Background**

- A. Administrator/Controller Overton was hired on the 21<sup>st</sup> of June, 2011. His effective start date was on July 25, 2011.
- B. In accordance with Mr. Overton's contract he was given a 6 month and a 12 month performance evaluation by the Board of Commissioners. These evaluations provided valuable feedback for him and overall expressed satisfaction in the performance of his duties.

## **II. Current Situation**

- A. County employees received between 1-2% market adjustments to wages in 2012 after two consecutive years of no increases.
- B. A 2% market adjustment has been given to non-union employees and negotiated between most bargaining units for 2013. This 2% is intended to cover the increase in the employee share for health care. The Board of Commissioners approved moving all employees from a 10% employee share to 15% in 2013 and 20% in 2014. On average, this 2% increase covers the additional cost to employees.
- C. Mr. Overton's contract states: "This agreement shall automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies. Consideration shall be given on an annual basis to increase compensation to Employee dependent on the results of the performance evaluation conducted under the provisions of Section 4."

- D. I am recommending that the Administrator/Controller's wage be increased 2%, which is commensurate with the budgeted increase for other county employees and that this increase would be retroactive to his one year anniversary.

### III. Analysis

- A. **Strategic** – The Administrator/Controller assists the Board of Commissioners in the pursuit of the Board's Strategic Plan. He is responsible for providing us, the Commissioners, with responsible budget recommendations to keep us in a good financial position.
- B. **Financial** – Mr. Overton's based salary is \$115,000 per year.
1. A 2% wage increase is equal to \$2,300. The new annualized salary would be \$117,300.
  2. Additional impacts will be to retirement and life insurance.
 

a.	Wage Compensation	\$2,300.00
b.	Retirement	\$230.00
c.	Life Insurance Premium (approximate)	\$24.56
d.	FICA	\$175.95
e.	<u>Workers Comp</u>	<u>\$17.25</u>
	Total	\$2,747.76
  3. Total annualized cost to the county would be \$2,747.76. Making it retroactive to his anniversary will be approximately \$1,260 budget change for the 2012 budget year. Sufficient funds exist in the contingency account to cover this increase.
- C. **Policy/Legal** – The Board of Commissioners must act within the boundaries established within the contract. The contract provides a large amount of discretion for increasing the compensation of the Administrator/Controller.
- D. **Timing** – I am requesting that the Board approve this recommendation as soon as possible. Mr. Overton's evaluation and anniversary have passed; now is the time to take action on compensation.

### IV. Recommendation

The Chairperson recommends that the Board of Commissioners increase the compensation of the Administrator/Controller by 2% of his base wage of \$115,000 effective July 25, 2012 and make the associated budget adjustments using the County contingency account.