

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



BOARD OF COMMISSIONERS

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

ELECTED OFFICIALS

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

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
Gerard Cyrocki, Finance Officer
Connie Frey, IT Director
Brandon Ransom, Parks Director
Teresa Hawkins, Youth Center Director
TBD, 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 November 15, 2011

Order of Business:

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

Public Comment

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

Consent Agenda

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

Standing Committees

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

Closed Session

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

"Your interest in your County Government is appreciated"

AGENDA
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
November 15, 2011
7:00 p.m.
County Commission Chambers

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

1. **CALL TO ORDER** – *by Chairman Steve Shotwell*
2. **INVOCATION** – *by Commissioner Dave Lutchka*
3. **PLEDGE OF ALLEGIANCE** – *by Chairman Steve Shotwell*
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS**
 - A. **Proclamation Honoring Jan Seitz on Her Retirement**

Attachments:
*Proclamation Honoring Jan Seitz on Her Retirement
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS** – None.
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES**
11. **MINUTES** - Minutes of the 10/18/11 Regular Meeting of the Jackson County Board of Commissioners

Attachments:
*10/18/11 Regular Meeting Minutes
12. **CONSENT AGENDA** (*Roll Call*)
 - A. **County Policy**
 1. **New Policy - Board Rule 4055 – Commissioner Resolution Adoption**

Attachments:
*Board Rule 4055

B. County Affairs & Agencies

2. **Resolution (11-11.32) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2011-0517 (Federal Project #B-26-0051-2908) for Airport Layout Plan Update**

Attachments:

*Resolution (11-11.32)

*Memo from Airport Manager and MDOT Grant

3. **Resolutions (11-11.37) and (11-11.38) for Purchase of Two Easements (Parcels #88 and #89) for Runway 7-25 Project**

Attachments:

*Memo from Airport Manager regarding Purchase of Two Easements for Runway 7-25 Project

*Resolutions (11-11.37) and (11-11.38)

4. **Accept Donation from Jackson Monument Works of a Granite Tablet, Valued at \$3,983, for the Aviation Heritage Park Project**

Attachments:

*Memo from Airport Manager regarding donation of granite tablet

5. **Authorize Jackson County Sheriff to Extend the Contract with Securus Technologies for Inmate Phone Services to 2016**

Attachments:

*Memo from Undersheriff regarding contract extension

*Contract with Securus Technologies

6. **Revised Apportionment Report**

Attachments:

*Apportionment Report

C. Human Services

- 1st Reading** 7. **Approval of Updated Car Seat Program Fee Schedule for FY 2012**

Attachments:

*Memo from Director of Health Education/Health Promotion

*Current Fee Schedule

*Proposed Fee Schedule

**8. Resolution (11-11.39) Department of Human Services Board of Directors
Resolution for Use of Post 1998 Maintenance of Effort (MOE) Fund for Payment
to Bond for Jackson County Medical Care Facility**

Attachments:

*Resolution (11-11.39)

D. Personnel & Finance

**9. Approve Quote for Roof Replacement for Fair Grandstand to Low Bidder Spink
Construction of Somerset, Michigan in the Amount of \$33,587**

Attachments:

*Memo from Fleet and Facilities Director regarding Roof Replacement for the Fair
Grandstand

10. Information Technology Intergovernmental Contract

Attachments:

*Memo from Information Technology Director

*Information Technology Intergovernmental Contract

**11. Resolution (11-11.36) Authorizing Michael Overton, Administrator/Controller of
Jackson County, Michigan, to Sign an Oil and Gas Lease for Jackson County**

Attachments:

*Resolution (11-11.36)

E. Other Business

12. Resolution (11-11.40) Federal Government Balanced Budget Amendment

Attachments:

*Resolution (11-11.40)

13. Claims dated 10/1/11 – 10/31/11

Attachments: None.

13. STANDING COMMITTEES

A. County Policy – *Commissioner Dave Elwell* – None.

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

1. Appointments

- a. **Land Bank Authority** – one city member, term to 10/2015
- b. **Parma Township LDFA** – one Board appointment, indefinite term

Attachments:

*Board Appointments

*Applications

C. Human Services – *Commissioner Jon Williams* - None.

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

14. **UNFINISHED BUSINESS** – None.

15. **NEW BUSINESS**

16. **PUBLIC COMMENTS**

17. **COMMISSIONER COMMENTS**

18. **CLOSED SESSION**

19. **ADJOURNMENT**



Jackson County

Proclamation

HONORING JAN SEITZ on Her Retirement

WHEREAS, Jan Seitz has been an employee of the County of Jackson, MSU Extension for 33 years and has elected to retire at the end of November, 2011; and

WHEREAS, Jan obtained her Bachelor's Degree from Adrian College and her Masters Degree from Michigan State University. In addition to other positions at MSU Extension, she became the Cooperative Extension Director on February 1, 2001. Jan's current responsibilities included being the statewide coordinator for ServSave Certification; and

WHEREAS, Jan is highly regarded in her profession, has been an outstanding person to work with and has been a mentor to many in the organization; and

WHEREAS, throughout her 33 years of employment with Jackson County, Jan has been a self-motivated, dedicated, and committed employee; and

WHEREAS, during her tenure with the County, Jan earned the respect of her co-workers and her presence will be greatly missed by everyone she worked with; and

WHEREAS, Jan is married to her husband Jim, has two sons, Teddy and Stephen, and four grandchildren.

NOW THEREFORE BE IT RESOLVED THAT, the Jackson County Board of Commissioners wishes Jan Seitz the very best for a long and happy retirement and commends her for her 33 years of faithful and dedicated service to the people of Jackson County.

**James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
November 15, 2011**

MINUTES
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
ANNUAL MEETING
October 18, 2011
7:00 p.m.
County Commission Chambers

1. **CALL TO ORDER** – Chairman Steve Shotwell called the October 18, 2011, Jackson County Board of Commissioners Annual Meeting to order at 7:00 p.m.

2. **INVOCATION** – by Commissioner Cliff Herl

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

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

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

(1) Absent. Commissioner Smith.

5. **APPROVAL OF AGENDA**

Moved by Mahoney, supported by Duckham for Approval of the Agenda. Motion carried.

6. **AWARDS & RECOGNITIONS**

A. **Proclamation Honoring Hanover Township's 175 Years of Government Service**

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

8. **SPECIAL ORDERS/PUBLIC HEARINGS**

A. **Brownfield Plan – 3535 Francis Street, Summit Township**

No public comment.

B. **Brownfield Plan – 1721 Probert Road, Summit Township**

No public comment.

9. **PUBLIC COMMENTS**

Brad Williams asked for support to be reappointed to the DHS Board.

John Tallis, Hanover Township Supervisor, spoke about the Open House being held in Hanover Township on October 23rd to recognize the Township's 175th Birthday.

Roger Warren asked for support to be reappointed to the Board of County Canvassers.

Sandra Marsh asked for support to be appointed to the Board of County Canvassers.

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

11. **MINUTES** - Minutes of the 9/20/11 Regular Meeting of the Jackson County Board of Commissioners

Moved by Videto, supported by Mahoney to Approve the Minutes of the 9/20/11 Regular Meeting of the Jackson County Board of Commissioners. Motion carried.

12. **CONSENT AGENDA**

A. County Policy

1. Revised/New Policies

- a. **Administrative Policy 5160** (revised)
- b. **Board Rule 4045** (new)

B. County Affairs & Agencies

2. Airport

- a. **Donation of Concrete Materials and Installation Labor by R. W. Mercer Company for Aviation Heritage Park**
- b. **Resolution (10-11.33) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #3011-0525 (Federal Project #B-26-0051-3011 for Preliminary Engineering Runway 7-25 and Paint Markings for Runway 6-24**

3. Equalization - Apportionment Report

4. Friend of the Court Reorganization

5. Drain Commission 2010 Annual Report

C. Human Services – None.

D. Personnel & Finance

6. Resolution (10-11.31) Adopting Amended and Restated Health Plan

7. Approve Service contract Between Jackson County Employees' Retirement System and Jackson County, Michigan

8. Waive Personnel Policy 3100 to Allow for the Administrator/Controller to Conduct the Recruitment and Selection of the County Equalization Director with the Board of Commissioners Ratifying the Selection

9. **Budget Adjustments**

- a. **Register of Deeds**
- b. **Department on Aging**

E. **Other Business**

10. **Claims dated 9/1/11 – 9/30/11**

13. **STANDING COMMITTEES**

A. **County Policy – Commissioner Dave Elwell** – None.

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

1. **Appointments**

- a. **Board of County Canvassers** – two public members, terms to 10/2015
(one Republican and one Democratic member)

Commissioner Lutchka stated that the committee recommended Roger Warren (Rep). No other nominations from the floor. Roger Warren appointed.

Commissioner Lutchka stated that the committee recommended Sandra Marsh (Dem). No other nominations from the floor. Sandra Marsh appointed.

- b. **Department of Human Services** - one public member, term to 10/2014

Commissioner Lutchka stated that the committee recommended Brad Williams. No other nominations from the floor. Brad Williams appointed.

- c. **Land Bank Authority** – one commissioner member, term to 10/2015

Commissioner Lutchka stated that the committee recommended Carl Rice, Jr. No other nominations from the floor. Carl Rice, Jr. appointed.

C. **Human Services – Commissioner Jon Williams** - None.

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

14. **UNFINISHED BUSINESS** – None.

15. **NEW BUSINESS**

- A. **Resolution (10-11.34) Approving a Brownfield Plan by the County of Jackson Pursuant to and in Accordance with the Provisions of Act 381 of the Public Acts of the State of Michigan of 1996, as Amended – 3535 Francis Street, Summit Township**

Moved by Lutchka, supported by Duckham to Approve Resolution (10-11.34) Approving a Brownfield Plan by the County of Jackson Pursuant to and in Accordance with the Provisions of Act 381 of the Public Acts of the State of Michigan of 1996, as Amended – 3535 Francis Street, Summit Township. Roll Call: (11) Yeas. Motion carried.

- B. **Resolution (10-11.35) Approving a Brownfield Plan by the County of Jackson Pursuant to and in Accordance with the Provisions of Act 381 of the Public Acts of the State of Michigan of 1996, as Amended – 1721 Probert Road, Summit Township**

Moved by Mahoney, supported by Lutchka to Approve Resolution (10-11.35) Approving a Brownfield Plan by the County of Jackson Pursuant to and in Accordance with the Provisions of Act 381 of the Public Acts of the State of Michigan of 1996, as Amended – 1721 Probert Road, Summit Township. Roll call: (11) Yeas. Motion carried.

16. **PUBLIC COMMENTS**

Brad Williams thanked the Commissioners for his reappointment to the DHS Board.

Roger Warren thanked the Commissioners for his reappointment to the Board of County Canvassers.

Sandra Marsh thanked the Commissioners for her appointment to the Board of County Canvassers.

17. **COMMISSIONER COMMENTS**

Commissioner Duckham would like to make sure a letter of thanks/appreciation gets sent to R.W. Mercer Company for their donation.

Commissioner Elwell asked the Chairman for an update on the Storm Water Fee. The Chairman advised that the process is still moving forward.

Commissioner Williams would like to make sure the process the Policy Committee is currently working on to standardize the submission of resolutions gets added to the agenda.

18. **CLOSED SESSION**

A. **Union Negotiations Parameters**

Moved by Videto, supported by Mahoney to go into Closed Session at 7:16 p.m. Motion carried.

Moved by Mahoney, supported by Duckahm to return from Closed Session at 8:11 p.m. Motion carried.

19. **ADJOURNMENT**

Chairman Shotwell adjourned the October 18, 2011, Annual Meeting of the Jackson County Board of Commissioners at 8:12 p.m.

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

Amanda L. Riska – County Clerk

COUNTY OF JACKSON POLICY MANUAL

Board Rules

**Policy No.
4055**

Recommendation for Discussion

Commissioner Resolution Adoption Policy

I. General Statement of Policy

- A. Commissioners are elected representatives of the citizens of Jackson County and have a right to present resolutions for consideration by their peer commissioners.

II. Procedure for Submitting Resolutions

- A. Commissioners wishing to place resolutions for consideration on the Board's regular meeting shall submit them to the Administrator/Controller prior to publication of the agenda.
- B. The Administrator/Controller will present the resolution to the Board during the study session.
- C. If there is general consensus by the Board of Commissioners, the resolution will be put on the regular meeting agenda of the Board of Commissioners.

RESOLUTION (11-11.32)
AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS
CHAIR, James E. Shotwell Jr. TO SIGN MDOT CONTRACT
#2011-0517 (FEDERAL PROJECT #B-26-0051-2908),
For Airport Layout Plan Update

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

WHEREAS, Because of FAA Runway Safety Requirements, a new Runway 7-25 will be constructed; and

WHEREAS, The Airport Layout Plan must be updated to reflect changes in airport design plus newly acquired easements and property; and

WHEREAS, Grant funds in the amount of \$65,000 were allocated by the Michigan Office of Aeronautics with an allocation of \$61,750 Federal; \$1,625 State and \$1,625 Local match amounts are required for the referenced projects; 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
November 15, 2011

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on November 15, 2011 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____



J X N

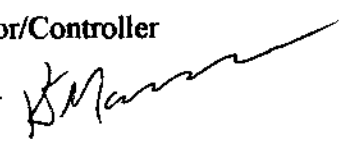
Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

September 23, 2011

TO: Michael Overton, Administrator/Controller

FROM: Kent Maurer, Airport Manager 

RE: MDOT-Aeronautics Sponsor Contract "Update Airport Layout Plan)
Federal Project # B-26-0051-2908 MDOT Contract #2011-0517

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

Generated Income: \$65,000

Funding: Federal = \$61,750; State = \$1,625 Local = \$1,625*
*Runway Public Improvement Fund

Background: Continuation of the Runway 7-25 Safety Project will require
updating the Airport Layout Plan to accurately reflect changes in
runway design plus recently acquired easements and property.

Recommendation: Approve the sponsor contract and resolution

Attachments: MDOT Sponsor contract and draft resolution

NOTE: This matter is being directly submitted for Commission action
prior to Airport Board approval in order to expedite the process.

Cc: Airport Board



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

September 19, 2011

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

Dear Mr. Maurer:

SUBJECT: Jackson County-Reynolds Field
Jackson, Michigan
Fed. Proj. No. B-26-0051-2908
MDOT Contract No. 2011-0517

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 contract by October 3, 2011.** 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: Ralph Sims
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, hereinafter referred to as the "DEPARTMENT," and Jackson County Board of Commissioners, hereinafter referred to as the "SPONSOR," for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Jackson County - Reynolds Field, whose associated city is Jackson, Michigan, such undertaking hereinafter referred to as the "PROJECT," estimated in detail in Exhibit 1, dated August 31, 2011, attached hereto and made a part hereof.

PROJECT DESCRIPTION: AIRPORT LAYOUT PLAN UPDATE.

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties agree:

1. The term "PROJECT COST," as herein used, is defined in Attachment(s) 6, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

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

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

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

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

- vii. The federal award associated with this Contract is CFDA Airport Improvement Program number 20.106, Federal Project Number B-26-0051-2908, award year 2011, Federal Aviation Administration, Department of Transportation.
- c. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
- 5. Provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
- 6. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from the DEPARTMENT or SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the DEPARTMENT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

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

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to the DEPARTMENT semi-

Federal Share	\$61,750.00
Maximum DEPARTMENT Share	\$1,625.00
SPONSOR Share	<u>\$1,625.00</u>
<i>Estimated PROJECT COST</i>	\$65,000.00

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, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

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

17. This Contract will be in effect from the date of award through three (3) years.
18. Failure on the part of the SPONSOR to comply with any of the conditions in this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this Section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.
19. Any approvals, acceptances, reviews, and inspections of any nature by the DEPARTMENT will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

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

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

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

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

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

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

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

24. The DEPARTMENT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

25. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

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

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

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

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

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

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

EXHIBIT 1

JACKSON COUNTY-REYNOLDS FIELD JACKSON, MICHIGAN

Project No. B-26-0051-2908

Contract No. FM 38-01-MP

August 31, 2011

	Federal	State	Local	Total
ADMINISTRATION	\$475	\$12	\$13	\$500
DEPARTMENT-AERO	\$475	\$12	\$13	\$500
PLANNING	\$61,275	\$1,613	\$1,612	\$64,500
Airport Layout Plan update				
AERO - Planning	\$4,336	\$114	\$114	\$4,564
CONSULTANT - Planning	\$56,939	\$1,499	\$1,498	\$59,936
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION	\$0	\$0	\$0	\$0
CONTINGENCIES	\$0	\$0	\$0	\$0
Funding Contingency	\$0	\$0	\$0	\$0
TOTAL PROJECT BUDGET	\$61,750	\$1,625	\$1,625	\$65,000

MAC Transfer: 7/27/11



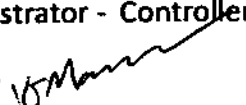
J X N

Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

TO: Michael Overton, County Administrator - Controller

FROM: Kent L. Maurer, Airport Manager 

SUBJECT: Purchase of Two Easements (Parcels #88 and #89) for Runway 7-25 Project

DATE: October 20, 2011

Motion Requested: Approve Resolutions as described for parcels #88 and #89

I. Background

- A. Easement #88 (Tylutki) is recommended for settlement by attorney Boris Yakima in accordance with the court case evaluation
- B. Easement #89 (Bryant) is recommended by attorney Boris Yakima for settlement in accordance with the court case evaluation

II. Current Situation

These easements are necessary for the Runway 7-25 Safety project

III. Analysis These case are recommended as a result of Circuit Court case evaluations

- A. Strategic See above
- B. Financial Funding from the existing MDOT-Aeronautics grant as delineated in the attached resolutions
- C. Customer Public
- D. Timing November Board of Commissioners meeting

IV. Recommendation

I recommend approval of this request.

Attachments: Draft resolutions and settlement documents.

RESOLUTION # _____

**AUTHORIZING PURCHASE OF AN EASEMENT FOR THE RUNWAY 7-25 SAFETY AREA
PROJECT AT THE JACKSON COUNTY AIRPORT, Jackson, Michigan**

**WHEREAS, the County Board of Commissioners approves easement acquisition for Parcel #89
located at 4633 and 4635 Woodville Road; owner: Donna M. Bryant
as Further Described in Attachments**

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

**WHEREAS, continued progress in building this new runway with safety areas requires the
acquisition of an easement for parcel # 89; and,**

**WHEREAS, grant funds in the amount of have been granted by the Michigan Aeronautics
Commission to the Jackson County Airport – Reynolds Field and are in the public interest and will
fund these purchases; and,**

**WHEREAS, the easement acquisition costs for Parcel #89 has been determined by Case Evaluation
to total \$30,710, is inclusive of other related fees and is reduced by the previous payment of \$14,800;
and,**

WHEREAS, Defendant's attorney fees and expert witness fees total \$10,303.66; and,

**WHEREAS this easement is required in order to construct new runway # 7-25 as detailed on the
Jackson County Airport – Reynolds Field Airport Layout Plan; and,**

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

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

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

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

RESOLUTION _____

**James E. Shotwell, Jr.
County Board Chairman**

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on July 19, 2011 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

RESOLUTION # _____

**AUTHORIZING PURCHASE OF AN EASEMENT FOR THE RUNWAY 7-25 SAFETY AREA
PROJECT AT THE JACKSON COUNTY AIRPORT, Jackson, Michigan**

WHEREAS, the County Board of Commissioners approves easement acquisition for Parcel #88, a vacant parcel; owners: James and Deborah Tylutki of 13235 W. Michigan Ave. Parma, MI 49269 as Further Described in Attachments

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

WHEREAS, continued progress in building this new runway with safety areas requires the acquisition of an easement for parcel # 88; and,

WHEREAS, grant funds in the amount of have been granted by the Michigan Aeronautics Commission to the Jackson County Airport – Reynolds Field and are in the public interest and will fund these purchases; and,

WHEREAS, the easement acquisition costs for Parcel #89 has been determined by Case Evaluation to total \$25,321.25, is inclusive of other related fees and is reduced by the previous payment of \$14,200; and,

WHEREAS, Defendant's attorney fees and expert witness fees total \$8,773.75; and,

WHEREAS this easement is required in order to construct new runway # 7-25 as detailed on the Jackson County Airport – Reynolds Field Airport Layout Plan; and,

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

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

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

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

RESOLUTION _____

**James E. Shotwell, Jr.
County Board Chairman**

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on July 19, 2011 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

COUNTY OF JACKSON v BRYANT, et al (PARCEL 89)

Case No. 10-2531-CC

Computation of Statutory Interest Pursuant to MCL 213.65

Original Offer:	\$14,800.00 (Paid - November 17, 2010)
Date of Taking:	August 17, 2010
Possession Transferred:	October 5, 2010
Compensation per Judgment:	\$30,000.00
Increase in Compensation:	\$15,200 over Original Offer
Statutory Interest Accrued:	\$710.98 (as of November 30, 2011)

Additional Compensation + Accrued Interest:	\$ 15,910.98
Total Compensation Including Accrued Interest:	\$ 30,710.98

INTEREST COMPUTATION

10/05/10 - 11/17/10: (4%) [\$30,000.00]	43 days @ \$3.29/day	=	\$141.47
11/18/10 - 12/31/10: (4%) [\$15,200.00]	43 days @ \$1.67/day	=	\$ 71.81
01/01/11 - 03/31/11: (3%) [\$15,200.00]	90 days @ \$1.25/day	=	\$112.50
04/01/11 - 09/30/11: (4%) [\$15,200.00]	185 days @ \$1.67/day	=	\$308.95
10/01/11 - 11/30/11: (3%) [\$15,200.00]	61 days @ \$1.25/day	=	<u>\$ 76.25</u>
Total accrued interest thru 11/30/11:			= \$710.98

Reimbursable attorney fees:	\$5,303.66
Reimbursable expert witness (appraisal) fees:	\$5,000.00

Checks payable as follows:

\$15,910.98	<i>"Donna M. Bryant a/k/a Donna Bryant and Bank of America Corporation, Successor to Standard Federal Bank"</i>
\$10,303.66	<i>"Ackerman Ackerman & Dynkowski"</i>

COUNTY OF JACKSON v JAMES TYLUTKI (PARCEL 88)

Case No. 10-2536-CC

Computation of Statutory Interest Pursuant to MCL 213.65

Original Offer:	\$14,200.00 (Paid - November 17, 2010)
Date of Taking:	August 17, 2010
Possession Transferred:	October 5, 2010
Compensation per Judgment:	\$25,000.00
Increase in Compensation:	\$10,800 over Original Offer
Statutory Interest Accrued:	\$521.25 (as of November 30, 2011)

Additional Compensation + Accrued Interest:	\$ 11,321.25
Total Compensation Including Accrued Interest:	\$ 25,321.25

INTEREST COMPUTATION

10/05/10 - 11/17/10: (4%) [\$25,000.00]	43 days @ \$2.74/day	=	\$117.82
11/18/10 - 12/31/10: (4%) [\$10,800.00]	43 days @ \$1.18/day	=	\$ 50.74
01/01/11 - 03/31/11: (3%) [\$10,800.00]	90 days @ \$.89/day	=	\$ 80.10
04/01/11 - 09/30/11: (4%) [\$10,800.00]	185 days @ \$1.18/day	=	\$218.30
10/01/11 - 11/30/11: (3%) [\$10,800.00]	61 days @ \$.89/day	=	<u>\$ 54.29</u>
Total accrued interest thru 11/30/11:		=	\$521.25

Reimbursable attorney fees:	\$3,773.75
Reimbursable expert witness (appraisal) fees:	\$5,000.00

Checks payable as follows:

\$11,286.77	<i>"James Tylutki"</i>
\$8,773.75	<i>"Ackerman Ackerman & Dynkowski"</i>

RESOLUTION (11-11.37)

**AUTHORIZING PURCHASE OF AN EASEMENT FOR THE RUNWAY 7-25 SAFETY AREA
PROJECT AT THE JACKSON COUNTY AIRPORT, Jackson, Michigan**

WHEREAS, the County Board of Commissioners approves easement acquisition for Parcel #88, a vacant parcel; owners: James and Deborah Tylutki of 13235 W. Michigan Ave. Parma, MI 49269 as Further Described in Attachments

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

WHEREAS, continued progress in building this new runway with safety areas requires the acquisition of an easement for parcel # 88; and,

WHEREAS, grant funds in the amount of have been granted by the Michigan Aeronautics Commission to the Jackson County Airport – Reynolds Field and are in the public interest and will fund these purchases; and,

WHEREAS, the easement acquisition costs for Parcel #89 has been determined by Case Evaluation to total \$25,321.25, is inclusive of other related fees and is reduced by the previous payment of \$14,200; and,

WHEREAS, Defendant’s attorney fees and expert witness fees total \$8,773.75; and,

WHEREAS this easement is required in order to construct new runway # 7-25 as detailed on the Jackson County Airport – Reynolds Field Airport Layout Plan; and,

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

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

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

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

**James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
November 15, 2011**

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on November 15, 2011 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

RESOLUTION (11-11.38)

**AUTHORIZING PURCHASE OF AN EASEMENT FOR THE RUNWAY 7-25 SAFETY AREA
PROJECT AT THE JACKSON COUNTY AIRPORT, Jackson, Michigan**

**WHEREAS, the County Board of Commissioners approves easement acquisition for Parcel #89
located at 4633 and 4635 Woodville Road; owner: Donna M. Bryant
as Further Described in Attachments**

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

**WHEREAS, continued progress in building this new runway with safety areas requires the
acquisition of an easement for parcel # 89; and,**

**WHEREAS, grant funds in the amount of have been granted by the Michigan Aeronautics
Commission to the Jackson County Airport – Reynolds Field and are in the public interest and will
fund these purchases; and,**

**WHEREAS, the easement acquisition costs for Parcel #89 has been determined by Case Evaluation
to total \$30,710, is inclusive of other related fees and is reduced by the previous payment of \$14,800;
and,**

WHEREAS, Defendant’s attorney fees and expert witness fees total \$10,303.66; and,

**WHEREAS this easement is required in order to construct new runway # 7-25 as detailed on the
Jackson County Airport – Reynolds Field Airport Layout Plan; and,**

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

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

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

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

**James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
November 15, 2011**

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on November 15, 2011 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



J X N

Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

TO: Michael Overton, County Administrator - Controller
FROM: Kent Maurer, Airport Manager *Kent Maurer*
SUBJECT: Donation of Granite Tablet by Jackson Monument Works
DATE: October 20, 2011

Motion Requested: Accept donated granite tablet valued at \$3,983

I. Background

The Aviation Heritage Park project requires two granite tablets, one of which is being purchased with donated funds and the other is being donated by Chris St. Johns of Jackson Monument Works

II. Current Situation

This project is scheduled for dedication in April of 2012 and these granite slabs are necessary. Only one quotation for this purchase was obtained because it is considered a professional service.

III. Analysis

- | | |
|--------------|---|
| A. Strategic | NOTE: The cost for each granite slab is \$3,983. The quotation from Jackson Monument is for two granite slabs, because Mr. St. Johns is donating one of the slabs to the project, the total cost is \$3,983 |
| B. Financial | Positive impact with no general funds expenditures necessary |
| C. Customer | Public |
| D. Timing | November 2011 |

IV. Recommendation

I recommend approval of this request.

Attachments: Letter to Airport Board and Proposal from Jackson Monument



JACKSON COUNTY

OFFICE OF THE SHERIFF

212 W. Wesley St. Jackson, Mi. 49201 Telephone (517) 768-7900

Steven P. Rand
Sheriff

Christopher A. Kuhl
Undersheriff

TO: Personnel & Finance Committee
Board of County Commissioners

FROM: Chris Kuhl
Undersheriff

SUBJECT: Extension of Contract/Award of Services

DATE: October 19, 2011

Motion Requested

To authorize the Jackson County Sheriff to extend the contract with Securus Technologies to 2016. The current contract is set to expire in 2012.

I. Background

- A. Securus Technologies has been our inmate phone service provider for several years and we have an excellent working relationship with this vendor.

II. Current Situation

- A. In exchange for the contract extension Securus has agreed to provide the Office of the Sheriff with new an Automated Information Services (AIS). This will assign each inmate a PIN number allowing them to access court information, bonds, release dates and next court movements. It is anticipated that this will alleviate some of the clerical work performed by jail staff thereby permitting them to focus on the job of keeping a safe and secure facility.
- B. Automated Information Services also digitize and secures the process in which inmates order "stores" or items from their commissary accounts.

Date:
October 19, 2011

Title:
Contract Extension with Securus

III. Analysis

- A. Strategic-The AIS system utilizes technology to increase security about inmate information while also saving valuable time and tasks for corrections officers. Corrections officers will spend less time on the phone with individuals seeking prisoner information and less time passing out, collecting and organizing paper sheets inmates used to order “stores” from commissary accounts. This allows them to focus and concentrate on inmate movement, security and safety.
- B. Financial-These technologies come at no additional cost to Jackson County and will not impact current revenue streams. There are no recurring or new costs and all infrastructure is housed and maintained by Securus Technologies.
- C. Customer-Automated Information Services improves and quickens the ability of family members and inmates to quickly retrieve information with the security of a PIN number.
- D. Timing-This product has been studied and examined by corrections staff and comes recommended by other counties whom currently utilize AIS. The system is customizable to our county and we will have considerable input as to its structuring.

Attachments:
Copy of Securus Contract with Jackson County Sheriff

**SECOND AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by a party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Jackson County Jail ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider") dated July 21, 2008, as amended by that certain First Amendment dated January 7, 2010 (the Master Services Agreement and First Amendment collectively referred to as the "Agreement").

WHEREAS, the parties desire and agree to amend the Agreement to add additional services and extend the Term;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **TERM.** This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. Section 4 of the Agreement shall be amended to reflect that the Term shall be extended for three (3) additional years with a new expiration of September 19, 2016. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for one (1) successive period of thirty-six (36) months. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.

2. **AUTOMATED INFORMATION SERVICES.** In addition to the services provided under the Agreement, Provider will provide the Automated Information Services (AISTM) as described below.

AUTOMATED INFORMATION SERVICES

DESCRIPTION.

We will provide the Automated Information Services through our third party vendor, Telerus, as described herein. The AISTM application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform. In addition, the application is designed to allow inmates' friends & families the ability to open or fund a pre-paid telephone account as well as fund an inmate's trust account. The application is accessed through a telephone IVR system that is available to all callers. Once facility staff has uploaded all required information, the system is able to automate information such as:

- Commissary Balances (Pending MIS system data flow)
- Charge Information
- Court Appearance Dates, Times, Locations
- Bond Amounts, Types
- Projected Release Dates
- Visitation Eligibility, Times

Automated Information Services 2.0 is configurable to meet the specific needs of your Facility. The standard option includes automation of inmate and Facility information to constituents who call your existing main telephone number and to inmates at your Facility. You can also choose to add any of the following additional options (check all that apply):

- ✓ Automation of inmate and facility information to constituents (standard)
- ✓ Automation of inmate and facility information to inmates (standard)
- ✓ Ability to open or fund a Securus pre-paid telephone account
- ✓ Ability to fund an inmate trust account

The application provides all information automatically without staff intervention 24/7 from any standard day-room or outside telephone with no new wiring required. Facility staff personnel must maintain information on the system. Customer shall be responsible for any/all integration fees incurred by their JMS/MIS system provider in order for AIS to receive inmate data.

PAYMENT:

AISTM is free of charge for the duration of your existing inmate telephone contract with Provider on the following conditions:

- a. Customer maintains an Average Daily Population (ADP) of at least 85 for the duration of its existing inmate telephone contract with Provider; and
- b. Customer agrees to both phone and trust funding features; and
- c. Customer agrees to a three (3) year extension to the existing inmate phone contract with Provider.

Compensation (Set-up Charge and Monthly Fee) is determined by AIS features chosen. Securus has the right to modify and increase compensation if feature set is modified or changed by the facility after contract execution.

STATEMENT OF WORK:

a. Specifications and Assumptions

The system will contain two primary applications. The first application will automate answering of incoming calls from the public or "friends and family;" the second will automate inmate information requests via existing inmate phones.

i. Outside "Friends and Family" Application

- Speech (Voice) Recognition including inmate identification by first and last name.
- Date of birth "fallback" to inmate name recognition.
- Text-to-Speech.
- Spanish Interface.
- Inmate Trust/Commissary deposits by major credit card.
- Securus Pre-paid Phone account funding by major credit card (available for Securus phone customers only).
- Charges.
- Bond Amounts and Types.
- Court Dates, Times, and Locations.
- Visitation eligibility and times including times by inmate name, housing location.
- Visits remaining for the week.
- Inmate location (if multiple addresses).
- Projected Release Dates.
- Identification of detainers and holds.
- Support for inmate types such as regular, federal, juvenile.
- Blocking of sensitive (sex, child crime charges) inmates.
- General Facility Information including facility location, directions, hours, mailing policies, visitation policies, money deposit policies, medication/prescriptions policies, inmate phone system information, and commonly requested phone numbers.
- Porting of existing facility phone numbers to secure hosting facility. No limit – as many numbers as desired can be pointed to AIS.
- Transfers of exception callers back to facility staff members for personal assistance.
- Queuing with hold music and updates for transferred callers when facility staff members are unavailable.

ii. Inmate Application

- Seamless integration with provider's Inmate Phone System, IE: "Press *11 for Automated Inmate Information."
- Spanish Interface.
- Commissary Balances.
- Charges.
- Court Dates and Locations.
- Bond Amounts and Types.
- Visitation eligibility and times including times by inmate name, housing location.

- Visits remaining for the week.
- Inmate location (if multiple addresses).
- Identification of detainers and holds.
- Projected Release Dates.

iii. Overall

- JMS integration for the Outside Application and the Inmate Application will be through flat-file, FTP imports. Imports take place in pre-determined intervals; fifteen minutes is standard. Customer will push Pipe, Comma, or Tab Delimited formatted data to a password protected FTP site.
- Hosting from Class III data center located in Denver, CO, including features such as multiple power redundancies, climate control, biometric security, and raised floors.
- Unlimited usage per month included (no cap on minutes).
- Call Summary and Port Usage Reports emailed or faxed on weekly or monthly basis.

b. Implementation Overview (timeline, roles, responsibilities):

- Week 1, Project Kickoff Call: Conference call to identify points of contact, review implementation plan, confirm system features, goals, and confirm specific dates of the timeline. Participants: Telerus, Provider, and Facility.
- Week 2, Configuration Planning: Completion of online survey by facility administrative representative. Review and processing of responses by Telerus. Meeting with technical representation (Facility IT and/or JMS Provider) to discuss data export. Participants: Telerus, Provider, and Facility.
- Week 3, User Demo Round 1: Based on the responses to the online survey, Telerus drafts and records general information scripts with a professional voice talent. The voice files are demonstrated for facility personnel prior to public access. Participants: Telerus and Facility.
- Week 4, Lobby Go Live: "Did you Know" signs are posted in the facility lobby advising them of the availability of general facility information by phone. Participants: Telerus, Provider and Facility.
- Week 5, Data Export: Telerus consults with Facility IT and/or JMS provider to initiate FTP data stream and validate export file contents. Participants: Telerus and Facility.
- Week 6, QA: Telerus QA staff identifies applicable test cases and simulates calls from the public and inmates. Development and configuration changes are executed as necessary. Participants: Telerus and Facility.
- Week 7, User Demo Round 2: Full feature demonstration, including inmate specific data lookups for both public and inmates, conducted for facility. Participants: Telerus and Facility.
- Week 8, Spanish Translation and Recording: With the English scripts finalized for go live, Spanish translation and recording is performed. Participant: Telerus.
- Week 9, Telecom Integration and Full Go live: With assistance from Facility Telecom and/or appropriate vendor(s), phone system integration is executed. Lobby "Did You Know" signs are updated and inmate side signs posted. Participant: Telerus and Facility.

c. Equipment. Since the AIS™ solution will be hosted, no new equipment will be installed at the Customer Facility. However, the Customer will be required to push (through secure FTP) flat file imports in 15 minute intervals, which will require resources of a server class machine with a stable and continuous Internet connection.

d. Service Level Agreements

- Uptime availability: 99%, apart from scheduled downtime, tracked and reset on a monthly basis.
- Seven days a week, 24 hours/day coverage.
- 800-number phone/pager and email access to the Provider/Telerus support team.
- One-hour, or better, response to support calls.
- Assignment of trouble ticket tracking number to each incident with resolution plan communicated within 24 hours.
- One-business day, or better, response to support emails.
- Remote diagnostics and resolution of software issues.
- Voice file re-recordings not to exceed 1 hour per month.

- New releases of product documentation.
- Quarterly system review teleconferences including recaps of all incidents and resolutions.

3. COMMISSARY ORDER BY PHONE. The following Application is also hereby added to the Schedule to the Agreement:

COMMISSARY ORDER BY PHONE

DESCRIPTION:

Commissary Order by Phone allows an inmate to order and purchase commissary items using the inmate phone system by selecting an additional menu option on the phone system. Customer's commissary operator provides an interactive voice response system ("IVR") and a speed-dial number (800#) into the commissary's IVR. Customer hereby requests that Provider work with its commissary operator identified below to set up and activate Commissary Order by Phone at the Facility named in the chart below:

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commissary Operator
Jackson County Jail 212 W. Wesley Street Jackson, MI 49201	Canteen Services
Jackson County Chanter Road Facility 1995 Chanter Road Jackson, MI 49201	Canteen Services

4. Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Second Amendment Effective Date.

<p><u>CUSTOMER:</u></p> <p>Jackson County Jail</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><u>PROVIDER:</u></p> <p>Securus Technologies, Inc.</p> <p>By: _____</p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p> <p>Date: _____</p>
---	---

Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

Memorandum

To: Jackson County Board of Commissioners
From: JoAnna LaGow, Equalization Deputy Director
Date: 10/27/2011
Re: 2011 Revised Apportionment Report

Attached please find the revised unsigned copy of the 2011 apportionment report. I, JoAnna LaGow fulfilled all the information provided in the 2011 apportionment report (L-4402). Please note this report has not been signed due to the absence of a qualified Equalization Director.

The revision was do to the Jackson Community College had last years number on it and Michigan Center schools has no debt and was also corrected.

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

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.

1 Taxing Gov. Authority	2 Taxable Valuation	3 Charter or Allocated	Millages		6 Purpose
			4 EV Operating	5 Bldg.Site/Debt	
State Education Tax	4,046,282,739	6.0000			(less Industrial Personal TV & Ren Zones)
County	4,162,037,740	5.1187	0.8722		Med Care 0.1398 Jail 0.4851 Sr Services 0.2473 minus ren zones
Townships:					
Blackman	506,600,516	0.8313	2.0000		Public Safety
Blackman ReZ	741,183				
Blackman Tool & Die Rez	929,107				
Columbia	339,931,024	0.7214	1.3853		0.9236 police & 0.4617 fire
Columbia Tool & Die Rez	1,986,763				
Concord	69,956,220	0.8322	0.9435		Roads
Grass Lake	207,471,521	0.7033	1.2294	0.2560	Fire/Fire Station Debt
Grass Lake Tool & Die Rez	485,646			0.2560	Fire Station Debt
Hanover	122,667,996	0.7711	1.0000		Fire
Henrietta	125,159,286	0.7818			
Leoni	382,545,735	0.7671			
Leoni RenZ	1,090,397				
Leoni Tool & Die RenZ	263,804				
Liberty	105,352,313	0.7603			
Napoleon	219,407,224	0.8042		1.1300	Township Hall Debt
Napoleon Tool & Die Rez	815,479			1.1300	Township Hall Debt
Norvell	121,278,704	0.7738	0.8289		fire
Parma	66,922,205	0.8404	1.7130		1.2160 fire & 0.4970 police
Pulaski	46,037,535	0.7388	1.4118		Fire
Rives	118,063,852	0.7758			
Sandstone	132,164,879	0.7929	1.7042		1.2042 fire & 0.50 police
Spring Arbor	190,880,067	0.8668	1.1000		Fire
Spring Arbor Tool & Die ReZ	1,395,703				
Springport	47,422,269	0.8386	4.5000		1.50 fire+ 3.00 police
Summit	599,663,939	0.8168	1.0000		Police & Fire
Summit Ren Zone	2,536,279				
Tompkins	70,625,672	0.9002			
Waterloo	104,110,674	0.8464	0.4261		Public Safety
	3,586,505,992				

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 2011

Signature of County Equalization Director

NOTARIZATION

Notary Public

JACKSON *County, Michigan*

STATE OF MICHIGAN

County of JACKSON } ss

Subscribed before me this _____

day of _____ year _____

My commission expires _____,

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.

city less ren zones

Continued on page 4

2011

Millages

Report is mandatory. Failure to complete and file this report may result in a 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	Extra Voted		8 County Use (Notes)	
							6 Operating	7 Bldg.Site/Debt		
X			ADDISON SCHOOLS 46020	LIBERTY	206,121			2.9500	19 debt	
	X			LIBERTY	50,053		18.0000			
		X		LIBERTY	0					
X			ALBION SCHOOLS 13010	CONCORD	3,985,838			2.6500	95 debt	
	X			CONCORD	272,821		18.0000			
		X		CONCORD	1,890		6.0000			
X				PARMA	6,888,530			2.6500	95 debt	
	X			PARMA	2,122,215		18.0000			
		X		PARMA	120,577		6.0000			
X			CHELSEA SCHOOLS 81040	GRASS LAKE	796,529			7.5000	7.00 debt & 0.50 sinking fund	
	X			GRASS LAKE	18,594		18.0000			
		X		GRASS LAKE	0					
X				WATERLOO	35,649,351			7.5000	7.00 debt & 0.50 sinking fund	
	X			WATERLOO	8,158,493		18.0000			
		X		WATERLOO	59,500		6.0000			
X			CHELSEA/GRASS LAKE 1504	GRASS LAKE	229,769			7.5000	7.00 debt & 0.50 sinking fund	
	X			GRASS LAKE	144,347		18.0000			
		X		GRASS LAKE	0					
X			COLUMBIA SCHOOLS 38040	COLUMBIA	324,296,676			1.1200	1.12(98 debt)	
	X			COLUMBIA	119,151,071		18.0000			
		X		COLUMBIA	4,953,425		6.0000			
X				COLUMBIA TOOL & DIE REZ	1,986,763			1.1200	1.12(98 debt)	
X				LIBERTY	27,962,444			1.1200	1.12(98 debt)	
	X			LIBERTY	5,000,627		18.0000			
		X		LIBERTY	390,800		6.0000			
X				NORVELL	85,814,790			1.1200	1.12(98 debt)	
	X			NORVELL	32,884,467		18.0000			
		X		NORVELL	382,548		6.0000			

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

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.

1 All Property	Non Home- Steak	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	6 Operating	7 Bldg.Site/Debt	
X			CONCORD SCHOOLS 38080	CONCORD	57,554,373			2.9300	2002 debt
	X			CONCORD	11,224,677		18.0000		
		X		CONCORD	731,350		6.0000		
X			PARMA	PARMA	2,390,498			2.9300	2002 debt
	X			PARMA	233,976		18.0000		
		X		PARMA	62		6.0000		
X			PULASKI	PULASKI	30,966,205			2.9300	2002 debt
	X			PULASKI	5,379,842		18.0000		
		X		PULASKI	152,430		6.0000		
X			HANOVER	HANOVER	3,802,033			2.9300	2002 debt
	X			HANOVER	543,773		18.0000		
		X		HANOVER	0				
X			SPRING ARBOR	SPRING ARBOR	36,482,030			2.9300	2002 debt
	X			SPRING ARBOR	4,701,639		18.0000		
		X		SPRING ARBOR	143,376		6.0000		
X			EAST JACKSON SCHOOLS 38090	BLACKMAN	37,355,492			6.4800	.44(96)+ 5.66(05)+ 0.38(09)
	X			BLACKMAN	23,882,548		18.0000		
		X		BLACKMAN	2,789,262		6.0000		
X			CITY OF JACKSON	BLACKMAN REZ	741,183			6.4800	.44(96)+ 5.66(05)+ 0.38(09)
X				CITY OF JACKSON	202,550			6.4800	.44(96)+ 5.66(05)+ 0.38(09)
	X			CITY OF JACKSON	202,550		18.0000		
		X	HENRIETTA	CITY OF JACKSON	0				
X				HENRIETTA	3,416,084			6.4800	.44(96)+ 5.66(05)+ 0.38(09)
	X			HENRIETTA	530,390		18.0000		
		X	LEONI	HENRIETTA	2,798		6.0000		
X				LEONI	169,416,950			6.4800	.44(96)+ 5.66(05)+ 0.38(09)
	X			LEONI	64,841,466		18.0000		
		X	SUMMIT	LEONI	7,349,368		6.0000		
X				SUMMIT	674,074			6.4800	.44(96)+ 5.66(05)+ 0.38(09)
	X			SUMMIT	324,545		18.0000		
		X	WATERLOO	SUMMIT	0				
X				WATERLOO	7,759,105			6.4800	.44(96)+ 5.66(05)+ 0.38(09)
	X			WATERLOO	4,795,442		18.0000		
		X		WATERLOO	91,600		6.0000		

2011

penalty of \$100.

[illegible]

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

2011

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 All Property	Non Home- Steak	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			JACKSON PUBLIC 38170	CITY OF JACKSON	685,231,911			3.2500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
	X			CITY OF JACKSON	405,705,352		18.0000		
		X		CITY OF JACKSON	29,639,700		6.0000		
X				CITY OF JACKSON REZ	105,892,883			3.2500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
X				BLACKMAN	96,389,438			3.2500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
	X			BLACKMAN	56,538,095		18.0000		
		X		BLACKMAN	9,164,406		6.0000		
X				BLACKMAN REZ	49,718			3.2500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
X				LIBERTY	909,689			3.2500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
	X			LIBERTY	320,869		18.0000		
		X		LIBERTY	188,400		6.0000		
X				NAPOLEON	5,294,627			3.2500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
	X			NAPOLEON	2,861,152		18.0000		
		X		NAPOLEON	72,080		6.0000		
X				NAPOLEON REZ	815,479			3.2500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
X				SUMMIT	500,413,381			3.2500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
	X			SUMMIT	122,819,510		18.0000		
		X		SUMMIT	9,069,400		6.0000		
X				SUMMIT REZ	2,536,279			3.2500	2.40(04d)+ 0.65(09d) + 0.20 rec fund
X			JONESVILLE SCHOOLS 30030	PULASKI	1,010,044			7.4700	5.43(99)+ 2.04(08)
	X			PULASKI	68,682		18.0000		
		X		PULASKI	330				
X			LESLIE SCHOOLS 33100	RIVES	15,358,414			7.3900	2.31(95 debt)+ 5.08(98 refin)
	X			RIVES	2,261,291		17.0617		
		X		RIVES	200		5.0617		
X				TOMPKINS	6,449,217			7.3900	2.31(95 debt)+ 5.08(98 refin)
	X			TOMPKINS	1,788,777		17.0617		
		X		TOMPKINS	42				
X			LITCHFIELD SCHOOLS 30040	PULAKSI	3,311,617			3.7000	96 debt 2.95 +-09 sinding fund 0.75
	X			PULAKSI	791,188		18.0000		
		X		PULAKSI	170		6.0000		

2011

penalty of \$100.

[illegible]

2011

Millages	
1997	1.0000
1998	1.0000
1999	1.0000
2000	1.0000
2001	1.0000
2002	1.0000
2003	1.0000
2004	1.0000
2005	1.0000
2006	1.0000
2007	1.0000
2008	1.0000
2009	1.0000
2010	1.0000
2011	1.0000
2012	1.0000
2013	1.0000
2014	1.0000
2015	1.0000
2016	1.0000
2017	1.0000
2018	1.0000
2019	1.0000
2020	1.0000
2021	1.0000
2022	1.0000
2023	1.0000
2024	1.0000
2025	1.0000
2026	1.0000
2027	1.0000
2028	1.0000
2029	1.0000
2030	1.0000

[illegible]

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

This report is issued under the authority of P.A. 262 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

1 All Property	Non Home- Steak	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	6 Operating	7 Bldg.Site/Debt
X			STOCKBRIDGE SCHOOL 33200	HENRIETTA	31,800,670			3.9000 3.9(00 debt)
	X			HENRIETTA	4,374,095		18.0000	
		X		HENRIETTA	47,169		6.0000	
X				WATERLOO	41,382,618			3.9000 3.9(00 debt)
	X			WATERLOO	6,871,387		18.0000	
		X		WATERLOO	152,300		6.0000	
X			VANDERCOOK LAKE 38020	SUMMIT	95,082,927			6.5000 4.28(97 debt) + 2.22(07 debt)
	X			SUMMIT	25,911,657		17.9174	
		X		SUMMIT	1,843,700		5.9174	
X			WESTERN SCHOOLS 38010	BLACKMAN	53,718,641			5.2000 2002 debt
	X			BLACKMAN	37,499,571		18.0000	
		X		BLACKMAN	3,750,347		6.0000	
X				BLACKMAN TOOL & DIE REZ	929,107			5.2000 2002 debt
X				CONCORD	8,416,009			5.2000 2002 debt
	X			CONCORD	1,149,902		18.0000	
		X		CONCORD	29,030		6.0000	
X				PARMA	30,668,563			5.2000 2002 debt
	X			PARMA	7,419,872		18.0000	
		X		PARMA	792,437		6.0000	
X				SANDSTONE	106,576,929			5.2000 2002 debt
	X			SANDSTONE	22,562,017		18.0000	
		X		SANDSTONE	1,492,449		6.0000	
X				SPRING ARBOR	155,008,311			5.2000 2002 debt
	X			SPRING ARBOR	33,416,728		18.0000	
		X		SPRING ARBOR	2,785,680		6.0000	
X				SPRING ARBOR TOOL & DIE REZ	1,395,703			5.2000 2002 debt
X				SUMMIT	266,074			5.2000 2002 debt
	X			SUMMIT	266,074		18.0000	
		X		SUMMIT	0			
X				TOMPKINS	4,266,182			5.2000 2002 debt
	X			TOMPKINS	804,284		18.0000	
		X		TOMPKINS	0			

[illegible]

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

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.

1 All Property	Non Home- Steak	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	21,807,631	0.1894	5.7987	1.2925 Voc Ed + 4.5062 Sp Ed
X				STOCKBRIDGE SCHOOLS	73,183,288	0.1894	5.7987	1.2925 Voc Ed + 4.5062 Sp Ed
X			TOTAL INGHAM ISD		94,990,919	0.1894	5.7987	1.2925 Voc Ed + 4.5062 Sp Ed
X			LENAWEE INTERMEDIATE	ADDISON SCHOOLS	206,121	0.2563	7.0233	2.9191 Voc Ed + 4.1042 Sp Ed
X			WASHTENAW INTERMEDIATE	CHELSEA SCHOOLS	36,675,649	0.0984	3.9745	3.8761 Sp Ed
X				MANCHESTER SCHOOLS	2,242,740	0.0984	3.9745	3.8761 Sp Ed
			TOTAL WASHTENAW ISD		38,918,389	0.0984	3.9745	3.8761 Sp Ed
X			JACKSON COMMUNITY COLLEGE	ENTIRE COUNTY	4,162,037,740		1.1446	
			less:	Blackman RenZ	741,183			
				Blackman Tool & Die RenZ	929,107			
				Columbia Tool & Die RenZ	1,986,763			
				Grass Lake Tool & Die RenZ	485,646			
				Leoni RenZ	1,090,397			
				Leoni Tool & Die RenZ	263,804			
				Napoleon Tool & Die RenZ	815,479			
				Spring Arbor Tool & Die RenZ	1,395,703			
				Summit RenZ	2,536,279			
				City of Jackson RenZ	102,222,637			
				City of Jackson Tool & Die RenZ	3,670,246			



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: Shelly Bullinger
Director of Health Education/Health Promotion

Subject: Fee schedule update for Car Seat Program

Date: October 28, 2011

Motion Requested: Approve the updated Car Seat Program fee schedule for FY 2012

I. Background

- A. Motor vehicle crashes are the number one killer of children 0-14 years old. Research on the effectiveness of child restraints has found them to reduce the risk of fatal injury by 71% for infants and 54% for toddlers when used correctly. Furthermore, children ages 4-8 restrained in booster seats are 59% safer than in a seat belt alone. Approximately 88% of Jackson County families do not buckle their children in correctly, putting them at risk of serious or even fatal injuries.
- B. The Car Seat Program (CSP) provides brand new, safe car seats and safety seat education to all residents with services focused on the low income population. 95% of CSP clients are WIC/Medicaid eligible, qualifying them for a discounted rate which is \$5-\$10 less per car seat covered by special grant funding received throughout the year, such as Jackson Traffic Safety Program, Advanced Turning, Office of Highway and Safety Planning. We are the only low cost option in the county.
- C. Car seat wholesale purchase prices fluctuate on a regular basis.

II. Current Situation

- A. The fee schedule in place is static even though our purchase prices fluctuate regularly.
- B. Last year we provided 650 families with car seats and education.

III. Analysis

- A. Strategic—One of strategic goals is a healthy community and this aids in preventing childhood injuries.
- B. Financial—We are passing on the costs of purchasing the car seats to the end users. Discounts are given to low income but are offset through grant funds.

- C. Customer—The program targets low income families that might not have the resources to secure a safe car seat.
- D. Timing—The program is ongoing and the revised fee schedule can be implemented after final approval.

IV. Recommendation: Approve the proposed car seat program fee schedule that will allow for the on-going change in purchase price that is passed on to the client.

The Title recommends Motion Requested.

Attachments: Recommended Car Seat Program Fee Schedule for FY 2012
Current Car Seat Program Fee Schedule

Current Fee Schedule

1. Car Seat Program

<u>Type of Car Seat</u>	<u>Cost (WIC/Medicaid)</u>	<u>Cost (Non-WIC/Non-Medicaid)</u>
Infant.....	\$20.00.....	\$35.00
Convertible	\$30.00.....	\$40.00
Booster (high back with harness).....	\$30.00.....	\$40.00
Booster (high back without harness)..	\$15.00.....	\$25.00
Booster (no back).....	\$10.00.....	\$15.00

<u>Short Term Rentals (Less than one month)</u>	<u>Cost</u>	<u>Refund on Return of Seat</u>
Infant, convertible, and high back		
booster with harness.....	\$20.00.....	\$10.00
High back booster with out		
Harness, and no back booster.....	\$10.00.....	\$5.00

* Car Seat Program assumes that car seat cost increases, if applicable, may be factored in annually.

Proposed

Car Seat Program Fee Schedule (2012)

Car Seats

Cost

Infant Carrier, Convertible, Boosters.....Wholesale price plus sales tax*

Education Fee.....\$15.00

*WIC/Medicaid eligible clients will receive a discount of \$5 - \$10, depending on the seat purchased.

Short term rentals

Infant Carrier, Convertible, Boosters.....\$20 rental / \$10 refund (upon return)

Resolution (11-11.39)
Department of Human Services Board of Directors Resolution
for Use of Post 1998 Maintenance of Effort (MOE) Fund for Payment
to Bond for Jackson County Medical Care Facility

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

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

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

Whereas, the Human Services Board of Directors, together with the Administration and Staff of the JCMCF, have gone to great lengths to maintain and operate the facility in a manner consistent with the mission of the JCMCF; and

Whereas, the Human Services Board of Directors supported and passed a Resolution to have up to \$288,343.16 of the interest payment and fees (that are due November 1, 2011) on the bonds for the JCMCF be remitted from the post 1998 MOE Fund and that the County Treasurer transfer \$288,343.16 from the post 1998 MOE Fund for the direct payment of said interest and fees; and

Whereas, the Human Services Board of Directors has concurred with the County's request that an amount necessary to cover the reimbursement the JCMCF receives for health insurance and other retiree benefits and past balance inequities be transferred to the Jackson County General Fund on behalf of pre-1986 JCMCF retirees in the amount of \$236,051.00; and

Whereas, the Human Services Board of Directors has concurred with the County's request that an annual resolution of the Human Service Board of Directors be drafted and considered and upon approval such reimbursements be continued.

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

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
November 15, 2011



Jackson County

Fleet and Facilities Operations

Ric Scheele Director, Jim Vandenburg Carpenter Supervisor, Tim Yost Electrical Supervisor

TO: Personnel and Finance Committee

FROM: Ric Scheele
Director of Fleet and Facilities Operations

SUBJECT: Grandstand Shingled Roof Replacement

DATE: October 31, 2011

Motion Requested

Approval of the low quote as recommended, replacing the shingled portion of the roof system on the Fair Grandstand.

I. Background

- A. The Fair Grandstand was constructed in 1920, with the roof system added in 1921. The east side of the grandstand has a shingled roof, and the back side has a combination of a TPO (thermoplastic olefin) membrane and a asphalt based built up roof.

II. Current Situation

- A. The shingled portion of roof has (3) layers of shingles that have failed along with deteriorated roof decking.
- B. Quotes were solicited by invitation to replace the shingles with a “pole barn” style steel roof. This roof system will match the majority of the other fairground building roofs.
- C. Quotes:
- | | |
|---|---|
| WTI, Beechwood, OH | \$66,787.72 |
| Billy White Roofing, Jackson, MI | \$59,348.00 |
| Mullins Roofing, Jackson, MI | \$34,800.00 |
| Spink Construction, Somerset, MI | \$33,587.00 & \$0.85 cost per square foot to replace rotted decking. |
- Spink offers a 40 year warranty on paint fading, 20 year warranty on fasteners, 1 year warranty on workmanship.**

III. Analysis

- A. Strategic: This project ties in with the “Cultural and Recreational Opportunities” strategic plan adopted by the Board of Commissioners.
- B. Financial: The 2011 Capital Improvement Project budget for the fairgrounds has this project funded in its entirety.

- C. Customer: Replacing the roof will allow for greater use of the Grandstands along with protecting the grandstand structure from the elements.
- D. Timing: The Personnel and Finance Committee has to approve this motion to allow the project to begin.

E. Recommendation

The Fleet and Facilities Operations Director recommends approval of the low quote of \$33,587.00 from Spink Construction of Somerset, MI for replacing the shingled portion of the roof system on the Fair Grandstand.



Jackson County INFORMATION TECHNOLOGY

Connie Frey, Director of Information Technology

TO: Personnel and Finance
Board of County Commissioners

FROM: Connie Frey
Information Technology Director

SUBJECT: INFORMATION TECHNOLOGY INTERGOVERNMENTAL CONTRACT

DATE: November 1, 2011

Motion Requested

Approve the attached INFORMATION TECHNOLOGY INTERGOVERNMENTAL CONTRACT between the County of Jackson and the City of Jackson.

I. Background

- A. The City and County of Jackson currently operate their own independent Information Technology (IT) services.
- B. The infrastructure, including a fiber connection, is currently in place to work collaboratively on this internal service.
- C. Several meetings have taken place between the City and County administration and staff to outline the parameters of a contract that would allow the County to provide IT services for the City of Jackson.

II. Current Situation

- A. City IT staff is limited to one person at the moment. The current City employee will remain a paid employee of the City, but will be supervised by the County Information Technology Director.
- B. The contract specifically states what the County will and will not do with respect to IT services.

III. Analysis

- A. **Strategic Plan** – This contract supports the strategic plan goal of inter-governmental collaboration. The citizens of Jackson will benefit from cost savings and improved services.

- B. **Financial** – Careful consideration has been given to the financial aspect so that it will be cost effective for both parties. At \$77,000 per year, we will provide an additional half time FTE, provide a call center with ticket support, and after hours emergency on-call support. In addition, the foundation for cost savings by not developing redundancies will be laid.
- C. **Timing** – Due to the revenue credit for collaborative agreements with the State of Michigan this is a good time to enter into this contract. Due to the staff reduction at the City it is a good time to add additional support.
- D. **Legal** – Approval by the Jackson County Board of Commissioners and the Jackson City Council is required to commence this agreement.
- E. **Customer** – By combining staff, there would be backup potential for the City and added resources for the County.

IV. Recommendation

The Information Technology Director requests the Personnel and Finance Committee to approve the attached INFORMATION TECHNOLOGY INTERGOVERNMENTAL CONTRACT.

Attachments:

INFORMATION TECHNOLOGY INTERGOVERNMENTAL CONTRACT

INFORMATION TECHNOLOGY INTERGOVERNMENTAL CONTRACT

1.0 INTRODUCTION

Pursuant to the Intergovernmental Contracts Between Municipal Corporations Act, Act 35 of 1951, MCL 124.1, et seq., the County of Jackson (hereafter “County”) and the City of Jackson (hereafter “City”) enter into this Contract for the purpose of delineating the relationship and responsibilities between the County and the City regarding the provision of Information technology services to the City by the County. An Intergovernmental Contract is a Contract between the County and the City which specified what services will be provided. It contains a definition of service expectations that are within acceptable standards and budget. The dynamic nature of services requires this Contract to be a dynamic document and as such, changes will be made on an as needed basis.

The County and the City of Jackson agree to work together on the provision of information technology (IT) services to all City operated functions and activities. A listing of these functions and activities is included in Appendix A. The intent of the agreement is to merge IT operations to provide for a more efficient and cost effective IT operation for both entities. This will include reviewing technology usage by both the County and the City with a goal of consolidating technology where gains in efficiency and/or effectiveness in the IT function or other city or county functions are possible.

1.1 Services Provided

The County will provide IT services to all city functions and activities. A listing of the minimum services to be provided is as follows:

1. Routine network hardware and software support, maintenance, security, and upgrades, as necessary
2. Maintenance of hardware and software documentation
3. Maintain wide-area network including support and upgrades, as necessary, of connectivity to city sites remote to city hall
4. Exchange Server maintenance, upgrade, as necessary
5. Help Desk Services, including maintenance of an online help desk service

6. On call/24/7 support for network emergencies such as loss of network connectivity, corrupt applications, etc. in which a department is unable to function.
7. Research, review, and recommend new technology solutions for both hardware and software
8. Coordination with IT consultants, if any
9. PC software and hardware support, upgrades, new installations
10. Application support and management
11. Request for proposal development and management for IT products
12. Product management of IT projects
13. Data Backup and Disaster Recovery support
14. In-vehicle support of mobile technology
15. Support of other miscellaneous technology equipment
16. Oversight of city hall copiers for network connectivity and functionality
17. Smart Phone, tablet support
18. Coordination with City Finance Director of IT services
19. Other services that may be agreed upon by the City and County

1.2 Services Not Included

The city will remain responsible for the following services:

1. The cost of licenses for migration to the County's Exchange server.
2. Retention of current backup and recovery system. Costs incurred from outside vendor(s) related to this system will be the City's responsibility.
3. Internet connection and all related services. The County will quote a price for internet services after the expiration of the City's TDS contract.
4. Web page hosting and maintenance.
5. New equipment costs, including PC's, printers, switches, and servers, will be the responsibility of the City.
6. Software maintenance fees, including BS&A and GIS specialty software.
7. VOIP phone system.
8. AVI system in the Council Chambers.
9. City Hall network based security system.

2.0 NON-PERSONNEL COSTS

The City of Jackson will still pay non-personnel costs including hardware, software, software maintenance fees, technology related supplies, and support contracts. Third party consulting fees specific to City of Jackson etc. to provide services outside those listed in section 1.1 shall be funded by the City of Jackson outside of this contract. Technical consulting service costs for services provided outside those listed in section 1.1 that are for the benefit of the enterprise as a whole (both County and City) will be prorated accordingly.

3.0 BACKUP AND DISASTER RECOVERY

County IT will perform daily backups of all network servers per City of Jackson backup procedures. Backups and copies will be placed offsite for disaster recovery purposes. The City and County will discuss and agree upon any changes to the backup/disaster recovery procedures currently in place.

4.0 TECHNICAL SUPPORT SERVICES

4.1 Service/Help Desk

Service desk support will be provided from 8:00am to 5:00pm, Monday through Friday, except City government holidays. Service Desk support should be place through the Sysaid workorder system. If online connectivity is not available calls may be placed by phone to 517 768-6744. If afterhours support is required, emergency support only, please call 517 768-6744.

IT Service Desk Website
jacksoncosupport.com

4.2 Service/Help Desk Response Times

Service desk calls will be categorized in order of importance for response based upon highest priority. The goal will be to respond to a service request within 1 hour, they system will acknowledge the ticket and it is forwarded to all support Blackberries. It will then be assigned to an individual and notice will be sent. The ticket system provides messaging regarding the ticket.

If for any reason a problem can not be resolved within 16 business hours, a weekly status report will be provided (via email) until an adequate resolution is found.

4.3 Technical Support Reporting

The City Finance Director will be provided access to the online service/help desk for the purpose of monitoring service/help desk requests and responses, including response times. In addition, upon request, the City Finance Director will be provided a periodic report of all service/help desk requests, responses, and response times. This report may not be requested on more than a monthly basis. The County and City agree to meet and discuss the reports if a meeting is requested by either party.

5.0 COMPENSATION

5.1 Compensation for Services

The compensation provided in this agreement is meant to cover all of the services to be provided in Section 1.1. The City will compensate the County in the amount of \$77,000.00 per calendar year at the beginning of each quarter upon receipt of an invoice from the County. Third party technical consulting service costs for services provided outside those listed in Section 1.1 or for those services agreed to by the City shall be paid by the City. Third party technical consulting service costs outside those listed in Section 1.1 or for those services agreed to by the City that are for the benefit of the enterprise as a whole shall be prorated between the County and City. Payment will be due thirty (30) days after receipt of the invoice. Standard late payment fees adopted by the County will apply.

The breakdown of \$77,000 is achieved as follows:

Approximately 200 end users desktop support at \$50 per year.

\$10,000 a year desktop call center support

\$4,000 a year on call emergency afterhours availability

\$5,000 a year for Sysaid licensing

\$40,000 a year for ½ FTE

\$18,000 a year for overview and recommendations for collaborations

In addition the City will maintain their present support person and the person will work under the director of the County Information Technology Director.

The County will provide office space and the City will provide a laptop computer and smart phone that can receive tickets. In the event, that the current support person leaves employment from the City, the City will remain responsible for the cost of one FTE. This employee may be employed by the City or the County as agreed to by both parties.

5.2 Compensation for Services Adjustment

Costs will be adjusted annually beginning with the second calendar quarter of 2012 based on the County's increase in cost for wages and fringe benefits. Cost increases will be limited to a maximum of 3.0% per year. The City will be notified of the cost increase by July 1st of each year.

5.3 Additional Compensation

If services are required outside of the scope of section 1.1 and the County will require compensation in excess of that provided in section 4.1, the County and City agree to meet to discuss the services to be provided and the cost to be charged.

6.0 DURATION/TERMINATION

This agreement is entered into effective January 1, 2012. This agreement will remain in effect until it is terminated by either the County or the City. The agreement may be terminated by either party providing written notice of the need to terminate the agreement to the other with a minimum of 120 days notice. The agreement may be terminated in less than 120 days by mutual consent of the parties.

7.0 ASSURANCES

- 7.1 Each Party to this Contract agrees to defend, indemnify and hold the other harmless from and against any and all liability, costs and/or expenses occasioned by its acts and the acts of its employees and agents.
- 7.2 The Parties have taken all actions and secured all approvals necessary to authorize and complete this agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

7.3 Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

8.0 ENTIRE AGREEMENT

This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

9.0 AMENDMENTS

Amendments to this agreement may be approved by mutual agreement of the County and the City. Amendments of this nature will be reduced to writing and will be signed by the County Administrator and the City Manager as evidence of approval.

IN WITNESS WHEREOF, this Information Technology Intergovernmental Contract was approved and executed by the duly authorized representatives of the respective parties on the dates set forth below:

Adopted by the Jackson County Board of Commissioners at a regular meeting held at the Jackson County Board Chambers, Jackson County Tower Building, Jackson County, Michigan, by a vote of a majority of the then present members of the Board, on the _____day of November, 2011.

COUNTY OF JACKSON

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

ATTEST:

By: _____
Amanda Riska
Jackson County Clerk

Adopted by the Jackson City Council at a regular meeting held at the Jackson City Council Chambers, Jackson City Hall, City of Jackson, Michigan, by a vote of a majority of the then present members of the Council, on the ____ day of November. 2011.

CITY OF JACKSON

By: _____
Karen Dunigan, Mayor
City of Jackson

ATTEST:

By: _____
Lynn Fessel, Jackson City Clerk

APPENDIX A
City Functions and Activities

- City Assessor
- City Attorney
- Building/Zoning Department
- City Clerk/Treasurer
- Department of Public Services
- Engineering Department
- Planning Department
- Fire Department
- Finance Department
- Human Resources Department
- Mayor and City Council
- Multi-Sports Complex
- Police Department
- Parks and Recreation Department
- Wastewater Department
- Water Department

Resolution (11-11.36)
Authorizing Michael Overton, Administrator/Controller of Jackson County,
Michigan, to Sign an Oil and Gas Lease for Jackson County

I the undersigned duly elected, qualified and acting Clerk of the County of Jackson, in the State of Michigan, do hereby certify that a special meeting of the Board of Commissioners was held at its principal office in Jackson, Michigan on November 15, 2011. The following resolution was duly adopted and enacted by the Board of Commissioners to wit:

Be it Resolved that the Jackson County Board of Commissioners of the County of Jackson, and Michael Overton, the Administrator/Controller, shall and are hereby authorized and directed to execute and deliver to Western Land Services, Inc. on behalf of said Corporation an Oil and Gas Lease for consideration of \$100 per net mineral acre for a primary term of three years, with a 1/6 royalty on all oil and/or gas produced on the following described lands:

Township 4 South-Range 1 West, Liberty Township, Jackson County, Michigan
Section 29: Beginning at the North 1/4 post of said Section, thence South 89 deg 45' 40" East along the North line of said Section 1325.81 ft. to the North & South 1/8 line of the Northeast 1/4 of said Section, thence South 0 deg 14' 27" West along said 1/8 line 1329.62 ft. to the East & West 1/8 line of the Northeast 1/4 of said Section, thence North 89 deg 48' 39" West along said 1/8 line 1000.47 ft., thence North 0 deg 13' 34" East 190.31 ft., thence North 89 deg 46' 26" West 325.0 ft. to the North & South 1/4 line of said Section and the centerline of Springbrook Rd., thence North 0 deg 13' 34" East along said 1/4 line and the centerline of Springbrook Rd. 1137.94 ft. to the POB.

ALSO Commencing at the North 1/4 post of said Section, thence South 0 deg 13' 34" West along the North & South 1/4 line of said Section and the centerline of Springbrook Rd. 1137.94 ft., thence South 89 deg 46' 26" East 325.0 ft., thence South 0 deg 13' 34" West 190.31 ft. for the Place of Beginning of this description, thence South 89 deg 48' 39" East 753.48 ft., thence South 8 deg 44' 23" West 573.42 ft. to the centerline of Liberty Rd., thence North 77 deg 10' 35" West along the centerline of Liberty Rd. 209.13 ft. to the beginning of a curve to the left, thence North 78 deg 55' 18" West along the chord of said curve 445.79 ft., thence North 80 deg 40' 0" West 27.01 ft., thence North 0 deg 13' 34" East 432.79 ft. to the POB.

ALSO The Southwest 1/4 of the Northeast 1/4 of said Section, lying South of the centerline of Liberty Rd., EXCEPT a parcel in the Northeast corner running from a point where the centerline of Liberty Rd. intersects the North & South 1/8 line of the Northeast 1/4 of said Section, thence South 0 deg 14' 27" West 132 ft., thence North 77 deg 10' 35" West 359.46 ft., thence North 8 deg 44' 23" East 129.16 ft. to the centerline of Liberty Rd., thence (Southeasterly) along the centerline of Liberty Rd., to the POB.

ALSO EXCEPT Beginning at a Point distant, on the center of Liberty Road, South 0 deg 27' 13" West 1703.45 ft. and South 79 deg 47' 39" East 471.14 ft. from the North 1/4 post

of said Section, thence South 79 deg 47' 39" East along the center of said Road 66.0 ft., thence South 9 deg 36' 29" West 277.02 ft. to a 3/4" pipe, thence South 27 deg 06' 14" West 187.79 ft. to a 3/4" pipe, thence South 0 deg 27' 13" West parallel with the North-South 1/4 line 187.72 ft. to a 3/4" pipe, thence South 64 deg 07' 27" West 307.29 ft. to a 3/4" pipe, thence North 0 deg 27' 13" East parallel with the North-South 1/4 line 232.87 ft. to a 3/4" pipe, thence North 64 deg 07' 27" East 231.31 ft. to a 3/4" pipe, thence North 27 deg 06' 14" East 197.94 ft. to a 3/4" pipe, thence North 9 deg 36' 29" East 267.55 ft. to the POB.

IN WITNESS WHEREOF:

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
November 15, 2011

Resolution (11-11.40)
Federal Government Balanced Budget Amendment

Whereas the Government of the United States of America is in debt by more than \$14,000,000,000,000.00 (14 Trillion Dollars), and the portion of this debt equally owed by each and every man, woman and child who is a citizen of the United States of America is currently more than \$45,000.00; and

Whereas the Government of the United States of America continues to deficit spend our tax dollars; and

Whereas the members of the Jackson County Board of Commissioners were elected, among other reasons, to protect the taxpayers of this county by making sound financial decisions consistent with our County Strategic Plan; and

Whereas the Federal Grant process puts our locally elected officials in the untenable position of fighting to get their tax-payer's dollars back with bureaucratic conditions imposed, or losing their tax-payer's dollars to other communities while remaining obligated to pay the debt incurred by the deficit spending.

Now, Therefore Be It Resolved, that the Jackson County Board of Commissioners calls upon our federally elected officials to discontinue the practice of deficit spending by immediately passing a balanced budget amendment which includes a provision for eliminating the debt.

Be It Further Resolved, that the Jackson County Board of Commissioners calls upon our state elected officials to ratify a federal balanced budget amendment once passed by the federal government.

Be It Further Resolved, that should the Government of the United States of America fail to pass a balanced budget amendment once brought up for consideration as negotiated in return for the passage of raising the federal debt-ceiling, the Jackson County Board of Commissioners calls upon our state elected officials to support a Constitutional Convention of the States for the sole purpose of amending the United States Constitution to include a provision compelling the Government of the United States of America to abide by a balanced budget complete with a provision for eliminating the Nation's debt.

Be It Further Resolved, that as immediate as possible upon passage, a copy of this Resolution be sent to U.S. Senator Levin, U.S. Senator Stabenow, Congressman Walberg, State Senator Richardville, State Senator Nofs, State Representative Poleski, and State Representative Shirkey as a clear indication of the wishes of this County Board on behalf of the Citizens of Jackson County.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
November 15, 2011

Commissioner Board Appointments – November 2011

<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 City representative	10/2015	David Taylor	David Taylor	David Taylor
<u>Parma Township LDFA</u>				
1) One Board appointment	Indefinite	TBD	Mike Way	Mike Way

CITY OF JACKSON



Office of Mayor
Karen F. Dunigan

MICHIGAN

161 W. Michigan Avenue
Jackson, MI 49201
Phone: (517) 788-4028
Fax: (517) 768-5820

October 12, 2011

Jackson County Board of Commissioners
c/o Michael Overton, Administrator
120 W. Michigan Avenue
Jackson, MI 49201

Dear Board of Commissioners:

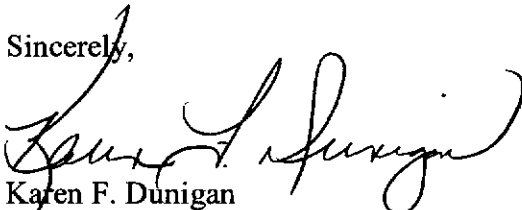
SUBJECT: Jackson County Land Bank

In accordance with Article IV, Section 4.01, Intergovernmental Agreement between the Michigan Land Bank Fast Track Authority and the Treasurer of the County of Michigan creating the Jackson County Land Bank Authority, the Jackson County Land Bank Authority consists of nine members of which two individuals representing the City of Jackson nominated by the City Council and appointed by the County Board. Each member shall serve a four-year term.

At their October 11, 2011, meeting the City Council approved to recommend City Assessor David Taylor for a four-year term on the Jackson County Land Bank.

Your consideration of this recommendation is appreciated.

Sincerely,



Karen F. Dunigan
Mayor

KFD:skh