

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
Todd N. Brittain, District 3
Philip S. Duckham III, District 4
Earl J. Poleski, District 5
James C. Videto, District 6
James E. Shotwell, Jr., District 7
Gail W. Mahoney, District 8
Mike Brown, District 9
Patricia A. Smith, District 10
Michael J. Way, District 11
David K. Elwell, District 12

ELECTED OFFICIALS

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

COUNTY STAFF

Randy Treacher, Acting Administrator/Controller,
Human Resources Director
Charles Adkins, Circuit Court Administrator
Andy Crisenbery, Friend of the Court
Gerard Cyrocki, Finance Officer
Mike Dillon, District Court Administrator
Connie Frey, IT Director
Jim Guerriero, Parks Director
Teresa Hawkins, Youth Center Director
Juli Ann Kolbe, Equalization Director
Kim Luce, Animal Control Director
Dr. John Maino, Medical Director
Kent Maurer, Airport Manager
Jan Seitz, MSU Ext.-Jackson County Director
Kristy Smith, Department on Aging Director
Steve Thelen, Fair Manager
Dave Welihan, Veterans Affairs Officer
Ted Westmeier, Health Officer

County Commission Agenda **February 19, 2008**

Order of Business:

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

Public Comment

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

Consent Agenda

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

Standing Committees

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

Closed Session

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

"Your interest in your County Government is appreciated"

AGENDA
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
February 19, 2008
7:00 p.m.
County Commission Chambers

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

1. **CALL TO ORDER** – *Chairman Steve Shotwell*
2. **INVOCATION** – *by Commissioner Todd Brittain*
3. **PLEDGE OF ALLEGIANCE** – *by Chairman Steve Shotwell*
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS**

Roll Call A. **Resolution (02-08.09) Honoring Cheryl Kiefer** – The resolution will be presented by Chairman Steve Shotwell. Members of the Jackson Community Ambulance will be in attendance to accept the award for the family of Ms. Kiefer.

Attachments:
*Resolution (02-08.09)

7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS**

Roll Call A. **Resolution (02-08.10) to Appoint an Administrator/Controller and Establish a Succession Plan**

Attachments:
*Resolution (02-08.10)

9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES**

A. **Personnel & Finance**

1. Parks Budget Adjustment

Attachments:
*Parks Budget Adjustment #1

11. **MINUTES** - Minutes of the 1/15/08 Regular Meeting of the Jackson County Board of Commissioners

Attachments:

*1/15/08 Minutes - Board of Commissioner Regular Meeting

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

A. County Affairs

1. MDOT Contract for a Federal/State/Local Airport Project Under the Block Grant Program – Land Acquisition Costs of Parcel #85

Attachments:

*MDOT Contract

2. Resolution (02-08.06) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2008-134 (FEDERAL PROJECT #B-26-0051-2007), for Land Acquisition Costs of Parcel #85 (Macchia Hangar)

Attachments:

*Resolution (02-08.06)

3. 2007 Annual Report – Jackson County Airport-Reynolds Field

Attachments:

*Annual Report

4. Delinquent Tax Fund – RRF to pay a 4.5% Interest Payment on the Delinquent Tax Fund for the Period 2008-2013 Until the Loan is Paid Off

Attachments:

*E-mail stating motion from BPW meeting

5. Storm Water Pollution Prevention Initiative (SWPPI)

Attachments:

*Storm Water Pollution Prevention Initiative

B. County Agencies

6. Bid Summary for Purchase of Patrol Cars – Sheriff's Office

Attachments:

*Memorandum from Fleet Supervisor dated 1/25/08

7. Neglect and Delinquency Bids – Circuit Court

Attachments:

- *E-mail from Chief Circuit Judge dated 1/29/08
- *Neglect and Delinquency Bids

C. **Human Services** - None.

D. **Personnel & Finance**

8. Transportation Agreement Between the Jackson Transportation Authority and the County of Jackson for the Period January 1, 2008 through December 31, 2008

Attachments:

- *Transportation Agreement

9. Budget Adjustments

- a. Soil Erosion Fund

Attachments:

- *E-mail from Finance Officer dated 1-30-08
- *Potential Audit Findings Report

E. **Claims** – 11/1/07 – 11/30/07 and 12/1/07 – 12/31/07

13. **STANDING COMMITTEES**

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

1. **February 2008 Appointments**

- a. Hospital Finance Authority – one public member, term to 12/31/2008
- b. South Central Michigan Works! – one Commissioner member (alternate), term to 1/09
- c. Economic Development Corporation – one City Council member, term to 2/2014

Attachments:

- *Commissioner Board Appointments – February 2008

B. **County Agencies – Commissioner Gail W. Mahoney**

None.

C. Human Services – *Commissioner Mike Way*

None.

D. Personnel and Finance – *Commissioner James Videto*

1. Parks Budget Adjustment

Attachments:

*Parks Budget Adjustment #1

14. UNFINISHED BUSINESS

A. **Animal Shelter Landscaping Report** – A verbal report will be provided by the Acting Administrator/Controller, Randy Treacher

15. NEW BUSINESS

16. PUBLIC COMMENTS

17. COMMISSIONER COMMENTS

18. CLOSED SESSION – None.

19. ADJOURNMENT

Resolution (02-08.09) Honoring Cheryl Kiefer

WHEREAS, Jackson County is served by Jackson Community Ambulance Service and their many dedicated employees; and,

WHEREAS, these dedicated and courageous employees are on the front lines of dangerous and emergency situations on a daily basis; and,

WHEREAS, Cheryl Kiefer was one of those dedicated first responders, who had distinguished herself as a firefighter with Columbia Township, in service to her country in the armed services, and most recently as an Emergency Medical Technician (EMT) for Jackson Community Ambulance Service; and

WHEREAS, Cheryl Kiefer was going above and beyond her call of duty on Saturday, January 26, 2008, when she and her partner stopped to render aid to a motorist on I-94; and

WHEREAS, this act of dedication on Cheryl's part would exact the ultimate price from Cheryl by taking her life after being struck by another motorist; and

WHEREAS, Cheryl Kiefer leaves behind many family members who will miss her love and companionship, as well as co-workers who will miss her dedication to helping others and her zest for life.

NOW, THEREFORE, BE IT RESOLVED that the Jackson County Board of Commissioners hereby acknowledges the passing of Cheryl Kiefer and thanks Cheryl's family for her having been of such honorable service and dedication to the Jackson community.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
February 19, 2008

Resolution (02-08.10) to Appoint an Administrator/Controller and Establish a Succession Plan

WHEREAS, the Jackson County Board of Commissioners wishes to appoint an Administrator/Controller, hire a search firm for the appointment of a Deputy Administrator, and establish a succession plan; and

WHEREAS, an opportunity currently exists with the vacancy in the Administrator/Controller's Office; and,

WHEREAS, the Acting Administrator/Controller, Randall W. Treacher, is willing to serve as the Administrator/Controller and to assist in the development of the succession plan.

NOW, THEREFORE, BE IT RESOLVED that the Jackson County Board of Commissioners hereby appoints Randall W. Treacher as the Administrator/Controller.

BE IT FURTHER RESOLVED that the salary of the Administrator/Controller will be as previously established in the Jackson County pay scale for that position and that all fringe benefits be the same as for all other non-union employees of Jackson County.

BE IT FURTHER RESOLVED that a Request for Proposal (RFP) for the search for a Deputy Administrator is to be undertaken with a recommendation for the retention of an appropriate firm to be brought to the Board of Commissioners as soon as possible. After a firm is retained, it will recommend to the Board an appropriate length of time for the Administrator/Controller to work with and mentor the Deputy Administrator that would facilitate a smooth succession, since it is the intent of the Board that the Deputy Administrator hired would be groomed for the position of Administrator/Controller. The Chair and Vice-Chair are authorized to negotiate with the Administrator/Controller the length of his employment as Administrator/Controller based on the advice of the search firm, and will bring a recommendation to the Board for action.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
February 19, 2008

JACKSON COUNTY PARKS

Memorandum

To: County Personal and Finance Committee

From: County Parks Commission

Date: Friday, January 25, 2008

Re: Budget Adjustments (2)

Meeting of February 4, 2008

1. Parks Commission approved a motion to request that the available funds from the 2007 208 Fund Balance be transferred out and a transfer in to be made to the 218 Fund. (At the time of this submittal we did not have the final 07 close-out figures.) The transfer is being made to eliminate a deficit in the 218 Fund.

2. Parks Commission approved a motion to request carryovers of the following 2007 line items to the 2008 budget.

Falling Waters Trail Construction 247540	\$
Falling Waters Trail Maintenance 247550	\$46,350
Parks Equipment Fund 402978-978208	\$ 2,159

(At the time of this submittal we did not have the final 2007 close-out figures)

Draft MINUTES
JACKSON COUNTY BOARD OF COMMISSIONERS
January 15, 2008
7:00 p.m.
County Commission Chambers

1. **CALL TO ORDER:** Chairman Shotwell called the January 15, 2008 meeting of the Jackson County Board of Commissioners to order at 7:02 p.m.
2. **INVOCATION:** by Commissioner David F. Lutchka
3. **PLEDGE OF ALLEGIANCE:** by Chairman Steve Shotwell
4. **ROLL CALL:** County Clerk Amanda L. Riska

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

5. **APPROVAL OF AGENDA:** *Moved by Videto, supported by Way for the approval of the agenda.* Motion carried.

6. **AWARDS & RECOGNITIONS:**

A. Resolution (01-08.02) Honoring Beverly Walker Upon Her Retirement From District Court. Award Presented by Judge Joe Filip. Roll call: (11) Yeas. Motion carried unanimously.

7. **COMMUNICATIONS/PETITIONS:**

None.

8. **SPECIAL ORDERS/PUBLIC HEARINGS:**

None.

9. **PUBLIC COMMENT:** *Opened at 7:06 p.m.*

Dewey Graves spoke regarding the Animal Shelter and questioned where the money came from. He also stated that he would like to get back to the JTA issue.

Estelle Graves thanked Cmr. Way for attending the Victim's Impact Panel meeting.

Public Comment closed at 7:10 p.m.

10. **SPECIAL MEETINGS OF STANDING COMMITTEES:**

A. County Affairs

1. Appointments

- a. Region 2 Planning Commission – two Commissioner members, terms to 1/2010.**

The meeting was adjourned briefly at 7:10 p.m. to allow the commissioners who are members of the County Affairs Committee to meet behind Cmr. Lutchka's desk.

Meeting called back to order at 7:12 p.m.

11. MINUTES:

Minutes of the 11/20/07 and 12/11/07 Regular Meeting of the Jackson County Board of Commissioners and the 1/02/08 Organizational Meeting minutes.

Moved by Way, supported by Videto for approval of the 11/20/07 and 12/11/07 Regular Meeting of the Jackson County Board of Commissioners and the 1/02/08 Organization Meeting.

Cmr. Elwell commented that a vote was taken on the purchase of the Airport Property following closed session on 11/20/07 and the minutes reflected that it was an 11 to 1 vote, but did not state which commissioner voted against the purchase. Chairman Shotwell stated that he was the one who voted against the purchase, because he promised the audience that they would not come out of closed session and make a decision. The minutes from 11/20/07 will be corrected to reflect this vote.

12. CONSENT AGENDA:

Moved by Herl, supported by Brown for approval of the consent agenda. Roll call: (11) Yeas. Motion carried unanimously.

A. County Affairs: None

B. County Agencies:

- 1. Proposal for Computer Aided Dispatch/Records Management/Jail Management Upgrades**
- 2. Bid Summary and Request for Proposals (RFP) for District Court – Court Appointed Attorney Services**
- 3. Resolution (01-08.03) Supporting the Child Support Protection Act, Senate Bill 803 and House Bill 1386**

C. Human Services: None

D. Personnel & Finance

4. Proposal for Storage Area Network and Virtual Server Upgrade

5. Deletion of Vacant Full-Time Position – Deputy County Clerk

6. Budget Adjustments

- a. Parks – Public Improvement Fund Carryovers
- b. Worker Comp Fund Cost Allocation
- c. Child Care Reimbursement Cost Allocation
- d. Fund 668 & 515 Cost Allocation
- e. Remonumentation
- f. Department on Aging

13. STANDING COMMITTEES:

A. County Affairs – Commissioner Dave Lutchka

1. January 2008 Appointments

- a. Brownfield Redevelopment Authority – one utility member, term to 3/31/08.**

Cmr. Lutchka stated that the committee recommended Natalie Stopyak. No other nominations from the floor. *Natalie Stopyak appointed.*

- b. Region 2 Planning Commission – two Commissioner members, terms to 1/2010.**

Cmr. Lutchka stated that the committee recommended Earl Poleski and Steve Shotwell. No other nominations from the floor. *Cmr. Poleski and Cmr. Shotwell appointed.*

B. County Agencies – Commissioner Gail W. Mahoney (Absent) - Commissioner Herl

1. Resolution (01-08.04) to Amend the Jackson County Final 911 Service Plan

Moved by Herl, supported by Lutchka to Amend the Jackson County Final 911 Service Plan. Roll Call: (11) Yeas. Motion carried unanimously.

2. Resolution (01-08.05) to Adopt Monthly 911 Surcharge Within Jackson County

Moved by Poleski, supported by Way to Amend the Surcharge in Resolution (01-08.05) from \$1.00 to \$.80, and that the anticipated annual revenues be adjusted in this resolution to reflect that change. Roll Call: (9) Yeas. Cmr. Herl, Lutchka, Duckham, Poleski, Videto, Shotwell, Smith, Way, Elwell. (2) Nays. Cmr. Brittain and Brown. Motion carried.

Cmr. Brittain stated that changing the amount from \$1.00 to \$.80 is a good compromise, but that he will still be voting no. He feels that it is a double tax and he doesn't agree with any amount. He feels that they will get double the funding because of cell phones. He thinks too much money will be collected, and it's taking food off of taxpayer's tables.

Cmr. Poleski stated that the documentation that they have received shows that this would generate about \$430,000 annually, which is more than what is being collected under the current charge. It is true that it is an increase, and he would generally be opposed to an increase, but for the fact that the commission and sub-committee agreed to move forward with the improvements to the 911 system, he thinks it is appropriate to have the money come from this particular source. He's not sure that they would need the \$300,000 that would come from the additional \$.20. He hasn't heard a specific argument going for \$1.00, rather than \$.80, except for the fact that no one is really sure how much revenue that is really going to come from this whole thing. That would be a valid argument because this is a brand new charge and they are not sure what is going to happen, but feels that they should be acting upon the numbers that they have now.

Cmr. Brown stated that he will be voting no to the amendment. He believes that the additional \$.20 will be needed for one year. He thinks that one year would give enough money to put in an escrow account, but only be used for 911. He stated that it's a toss-up as to whether or not they will receive the cell phone money from the state. He wonders where that money will go if they do charge cell phones. He also wonders about On-Star and how they will know how to charge for that. He stated that he can't bank on money from the state because of the shape that it is in right now. He would rather protect the citizens of this community than the entire state. There is no guarantee how much money Jackson is going to get, and he's concerned that it could end up going to the bigger counties first, and Jackson

getting what is left. With the city foreclosing on one thousand homes and the county foreclosing on two thousand homes this year, that makes it a possibility of losing three thousand land-line phones. He also stated that more and more people are going to cell phones. He agrees with his fellow commissioner that it is only an additional two pop cans to make up for this. He thinks they should do it, mark the money for 911, and put the money in an escrow account for one year only.

Cmr. Elwell echoed and agreed with Cmr. Poleski's comments. He clarifies that the \$.80 is what it is now and has been on the land-lines, but he thinks that it levels the playing field by assessing it onto cell phones that have not been there on that rate. He does not support increasing it by an unknown amount. He further stated that what will be generated is estimated because the money goes to the state first and then they send it back to us. He doesn't support increasing it, not knowing for sure what it is. It levels the playing field and he supports that, but he does not support increasing it. He stated that the finances for running 911 are still good without increasing this charge. As far as foreclosing on homes, he thinks that the economy has a lot to do with the foreclosures and taxes and fees are probably part of it, and he just doesn't support increasing it by an amount that they don't know what it will generate. He will be supporting the \$.80.

Moved by Herl, supported by Lutchka to Adopt Monthly 911 Surcharge Within Jackson County – as amended. Roll Call: (10) Yeas. Cmr. Herl, Lutchka, Duckham, Poleski, Videto, Shotwell, Brown, Smith, Way, Elwell. (1) Nay. Cmr. Brittain. Motion carried.

C. Human Services – Commissioner Mike Way

None.

D. Personnel and Finance – Commissioner James Videto

None.

14. UNFINISHED BUSINESS:

A. Report by Acting Administrator regarding the Animal Shelter Incinerator

Chairman Shotwell stated that the report has been distributed and it will follow through the committee process next month.

15. NEW BUSINESS:

A. Amendment Number 2008-1 to the Jackson County Employees Retirement System Bylaws

Moved by Poleski, supported by Duckham for Amendment Number 2008-1 to the Jackson County Employees Retirement System Bylaws. Roll Call: (11) Yeas. Motion carried unanimously.

Cmr. Lutchka asked to resign from the Policy Committee. They currently meet on Wednesdays, which is also the day that he attends the Farmer's Market. He recommends that Cmr. Herl be his replacement.

Moved by Lutchka, supported by Brown to accept Cmr. Lutchka's resignation from the Policy Committee and appoint Cmr. Herl as his replacement. No other nominations from the floor. *Cmr. Herl appointed.*

Chairman Shotwell brought before the commission the issue of creating an Ad Hoc Committee to review the resources of the Sheriff's Department, which would be headed by Vice Chair Earl Poleski.

Cmr. Brittain asked what the purpose of this Ad Hoc Committee was, and how many members it will consist of.

Chairman Shotwell stated that the committee would consist of 5 members: 3 commissioners, 1 representative from the Sheriff's Department, and a representative from the township board of supervisors. He stated that the reason for the committee is to look at the possible consolidation of services under the Sheriff's Department and to look at all of the resources that department has at this time, as well as cutting costs.

Moved by Brown, supported by Elwell to form an Ad Hoc Committee to review the resources of the Sheriff's Department. Roll Call: (11) Yeas. Motion carried unanimously.

16. PUBLIC COMMENTS – *No Public Comment.*

17. COMMISSIONER COMMENTS:

Cmr. Elwell wanted to clarify some of the issues raised under public comment. Regarding the \$30,000 that was talked about to run an election for JTA, he stated that he was present for all of the meetings regarding that and he never heard any comments about having to lay people off and do other things to accomplish that. He further stated that the money to do the new animal shelter was taken from restricted funds from the public improvement building fund, which could not be used for a millage issue.

Cmr. Lutchka discussed the project RED (Rural Education Days), which is a program for 3rd graders to come to see how their food is produced and visit with the producers. It will be held on Tuesday, March 25th from about 8:15 a.m. to 2:30 p.m., and they are in need of as many commissioners as possible to help guide kids around.

Cmr. Brown clarified that the City does in fact pay into the 911 system.

Cmr. Brittain asked that the Ad Hoc committee look into the take home vehicles for the Sheriff's Department. He stated that take home vehicles have been eliminated in every other department, and thinks they should be in the Sheriff's Department as well.

Cmr. Way thanked the Acting Administrator/Controller for his work on the incinerator study. He stated that it does look like it will be in the best interest for the county to contract that out. He feels that this study was a result of good communication between the commission and the neighbors on Ganton Drive, and that some of the research was even done by one of the residents. He thanked that resident as well.

18. CLOSED SESSION:

None

19. ADJOURNMENT:

Chairman Shotwell adjourned the January 15, 2008 meeting of the Jackson County Board of Commissioners at 7:32 p.m.

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

Amanda L. Riska – County Clerk

Respectfully submitted by Carrienne VanDusseldorp – Chief Deputy County Clerk

Consent Agenda
Motions

February 19, 2008

Roll Call

1. Motion: Approve MDOT Contract for a Federal/State/Local Airport Project Under the Block Grant Program – Land Acquisition Costs of Parcel #85
2. Motion: Approve Resolution (02-08.06) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2008-134 (Federal Project #B-26-0051-2007), for Land Acquisition Costs of Parcel #85 (Macchia Hangar)
3. Motion: Approve 2007 Annual Report – Jackson County Airport-Reynolds Field
4. Motion: Approve Delinquent Tax Fund-RRF to Pay a 4.5% Interest Payment on the Delinquent Tax Fund for the Period 2008-2013 Until the Loan is Paid Off
5. Motion: Approve Storm Water Pollution Prevention Initiative (SWPPI)
6. Motion: Approve the Bid Summary for Purchase of Patrol Cars – Sheriff's Office
7. Motion: Approve Neglect and Delinquency Bids – Circuit Court
8. Motion: Approve Transportation Agreement between the Jackson County Transportation Authority and the County of Jackson for the Period January 1, 2008 through December 31, 2008
9. Motion: Approve the Budget Adjustments



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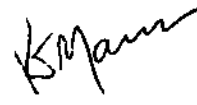
Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

January 17, 2008

TO: Jackson County Airport Board
Randy Treacher, County Administrator/Controller

FROM: Kent Maurer, Airport Manager 

RE: Grant with MDOT for Property Acquisition
Macchia Hangar Parcel #86
Contract No. 2008-0134 Federal Project No. B-26-0051-2007

I am requesting approval of the referenced Sponsor Contract (and separate Resolution) with MDOT – Aeronautics for a total of \$160,000 to provide grant monies for land acquisition Macchia parcel. The match amounts are \$128,000 Federal; \$28,000 State; and, \$4,000 Local.

This purchase has already occurred using Public Improvement Runway Safety Project funds and this grant will reimburse that fund, minus the local match amount indicated.

The Airport Board approved forwarding this grant to the County Board of Commissioners at their January 17, 2008 meeting. I requesting that this matter be forwarded to the County Board of Commissioners for consideration.

RESOLUTION ()
AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS
CHAIR, James E. Shotwell Jr. TO SIGN MDOT CONTRACT
#2008-0134 (FEDERAL PROJECT #B-26-0051-2007),
For Land Acquisition Costs of Parcel #85 (Macchia Hangar)

WHEREAS, The FAA has indicated that Runways at the Jackson County Airport do not have required "safety areas" at their respective ends and approaches; and

WHEREAS, Because of the Runway Safety Project a new Runway 7-25 will be constructed required acquisition of private property located in the northeast corner of the airport, specifically, the Macchia property (parcel #85); and

WHEREAS, Parcel #85 has been acquired by the County of Jackson using Public Improvement Runway Funds and this grant will reimburse that expenditure minus the Local Match amounts; and

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

WHEREAS, Grant funds in the amount of \$1600,000.00 were allocated by the Michigan Bureau of Aeronautics and Freight Services with an allocation of \$128,000.00 Federal; \$28,000 State and \$4,000 Local match amounts and were deemed necessary and in the public interest; 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
February 19, 2008

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 February 19, 2008 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

January 15, 2008

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-26-0051-2007
MDOT Contract No. 2008-0134

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 for **each** contract even though you may have submitted one to us in the past.
- _____ If applicable, please provide any credit documentation to the project manager as soon as possible.
- _____ Return **both** copies of the contract to my attention at the address below for execution by MDOT. In order to meet the scheduled project start date and/or timely processing of project costs, **please return the contract by February 12, 2008.** One fully executed contract will be forwarded to you.

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

Sincerely,

Susan Panetta, Contract Administrator
Bureau of Aeronautics and Freight Services

Enclosures

cc: Forest Kraus
File
DAB 2-5-08

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 January 7, 2008, attached hereto and made a part hereof.

PROJECT DESCRIPTION: LAND ACQUISITION COSTS OF PARCEL 85, AS FURTHER DEFINED IN CONTRACT NO. FM 38-01-LAND.

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) 3, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

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

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

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

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

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

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

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

The SPONSOR will submit two (2) copies of:

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

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

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

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

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

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

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

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

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

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

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

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

THE DEPARTMENT WILL:

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

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

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

IT IS FURTHER AGREED:

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

Federal Share	\$128,000.00
Maximum DEPARTMENT Share	\$28,000.00
SPONSOR Share	<u>\$4,000.00</u>
<i>Estimated PROJECT COST</i>	\$160,000.00

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 Multi-Modal Transportation Services Bureau (Aeronautics).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

Exhibit 1

Jackson County - Reynolds Field

Jackson, Michigan

B-26-0051-2007

FM-38-01-LAND

07-Jan-08

	Federal	State	Local	Total
ADMINISTRATION	\$800	\$175	\$25	\$1,000
DEPARTMENT - AERO	\$800	\$175	\$25	\$1,000
LAND	\$127,200	\$27,825	\$3,975	\$159,000

Land acquisition parcel 85 (hangar and lease rights). Costs include hangar acquisition cost, closing costs, appraisals, review appraisals, negotiations, phase 1 site assessment, and relocation.

Parcel Cost (Estimate)	\$116,000	\$25,375	\$3,625	\$145,000
Relocation Assistance (est)	\$0	\$0	\$0	\$0
Closing Cost	\$400	\$87	\$13	\$500

Consultant Costs

Exhibit A Cost	\$0	\$0	\$0	\$0
Phase 1 ESA Cost	\$1,920	\$420	\$60	\$2,400
Coordination/Documentation	\$0	\$0	\$0	\$0
Preliminary Interview Cost	\$400	\$88	\$12	\$500
Acquisition/Closing Cost	\$2,080	\$455	\$65	\$2,600
Appraisal Cost	\$3,520	\$770	\$110	\$4,400
Appraisal Review Cost	\$800	\$175	\$25	\$1,000
Relocation Cost	\$2,080	\$455	\$65	\$2,600
Demolition Cost	\$0	\$0	\$0	\$0
Title Costs	\$0	\$0	\$0	\$0
Exhibit X Cost	\$0	\$0	\$0	\$0
Survey Cost	\$0	\$0	\$0	\$0
Miscellaneous Cost	\$0	\$0	\$0	\$0

Condemnation Attorney/Expert Witness	\$0	\$0	\$0	\$0
DESIGN				

CONSTRUCTION

CONTINGENCIES

Funding Contingencies	\$0	\$0	\$0	\$0
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TOTAL PROJECT BUDGET	\$128,000	\$28,000	\$4,000	\$160,000
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ATTACHMENT 3

(Aeronautics)

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING LAND ACQUISITION AT ALL CLASSIFICATIONS OF AIRPORTS

1. The term PROJECT COST, shall include the costs necessary for the performance of the PROJECT work including related engineering, title research, appraisals, negotiations, acquisition, relocation of displaced persons and businesses, structure removal, legal and litigation costs and attorney fees, the costs of technical guidance, and monitoring incurred in connection with the PROJECT.
2. If the PROJECT is canceled or the SPONSOR ceased acquisition on a voluntary basis, all costs, fees and damages allowed shall be the responsibility of the SPONSOR. If the SPONSOR discontinues or abandons any condemnation case, the SPONSOR shall be responsible for all costs, fees and damages allowed at law or equity. It is further agreed that any claims filed alleging a constructive or de facto taking shall be the responsibility of the SPONSOR with regard to damages, costs, interest, and attorney fees.
3. The SPONSOR hereby agrees that it will maintain said Airport in full operating condition on a year-round basis for a period of twenty (20) years in accordance with general utility licensing requirements set forth by the Michigan Aeronautics Commission rules and regulations. During this period, the Airport shall not be abandoned or permanently closed without the express written permission of the DEPARTMENT. During this period and beyond for land purchased under the project, the SPONSOR, when the land is no longer needed for airport purposes, shall dispose of such land at fair market value and make available to the DEPARTMENT an amount equal to the DEPARTMENT's proportionate share of the current fair market value of the land.
4. In addition to the requirements of paragraph 3 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to also provide to the DEPARTMENT a prior written notice of any such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value shall be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase shall be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Deputy Director of the Multi-Modal Transportation Services Bureau (Aeronautics), Michigan Department of Transportation.

5. The SPONSOR will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States in the State of Michigan, and will not permit any activity thereon which would interfere with its use for airport purposes; provided that nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to any act of God or other condition or circumstances beyond the control of the SPONSOR.
6. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in FAA Advisory Circulars.

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

March 1998

Appendix B
(Aeronautics)

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

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

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

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

APPENDIX C

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

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

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

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

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

Airport Name: Jackson County-Reynolds Field
Associated City: Jackson, Michigan
Project No: B-26-0051-2007

APPENDIX F

SPECIAL CONDITIONS

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

The Sponsor will include in every contract a provision implementing this special condition.

4. WASTE DISPOSAL SITES. It is hereby agreed by and between the parties hereto that, within its authority, the Sponsor will not approve or permit the establishment or existence of a waste disposal site which has been determined to be objectionable under the provisions of FAA Order 5200.5A, dated January 31, 1990, entitled "Waste Disposal Sites On or Near Airports."
5. OPEN BIDDING. The Sponsor agrees not to include in any bid specification, project agreement, or other controlling documents to perform construction activities under this grant, any provisions which would:
 - a. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
 - b. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
 - c. Require any bidder, offeror, contractor, or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:
 - (1) become members of or affiliated with a labor organization, or
 - (2) pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.

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

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

- a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

- (1) location of all runways, taxiways, and aprons;
- (2) dimensions;
- (3) type of pavement, and;
- (4) year of construction or most recent major rehabilitation.

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

- b. **Inspection Schedule.**

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

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

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

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

- d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.
- e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for

maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

7. AGENCY AGREEMENTS. The Sponsor will not amend, modify, or terminate the agency relationship between the Sponsor, as principal, and the Michigan Aeronautics Commission, as agency, created by the Agency Agreement without prior written approval of the FAA.
8. PROGRAM INCOME FROM LAND. It agrees that all program income produced from real property purchased in part with federal funds in this grant received during the grant period shall be deducted from the total cost of that project for determining the net costs on which the maximum United States obligation will be based. Airport fiscal and accounting records shall clearly identify actual sources and uses of these funds.
9. REVENUE FROM REAL PROPERTY - LAND IN PROJECT. The Sponsor agrees that all net revenues produced from real property purchased in part with federal funds in this grant shall be used on the airport for airport planning, development, or operating expenses, except that all income from real property purchased for noise compatibility purposes or for future aeronautical use as indicated on Exhibit "A" for this grant under the Airport and Airway Improvement Act of 1982. Income from noise or future use property may not be used for the Sponsor's matching share of any airport grant. Airport fiscal and accounting records shall clearly identify actual sources and uses of these funds.
10. FUTURE DEVELOPMENT LAND. The Sponsor agrees to perform within 10 years of this Grant the airport development which requires this land acquisition, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the Federal Aviation Administration. In the event the land is not used within the 10 years for the purpose for which it was acquired, the Sponsor will refund the federal share of acquisition cost or the current fair market value of the land, whichever is greater.
11. TITLE EVIDENCE BEFORE CONSTRUCTION. It is further understood and agreed that the Sponsor will not permit or suffer the commencement of any construction work on the Parcel(s) until it has submitted evidence satisfactory to the FAA that it has acquired the aforementioned property interest.
12. EXHIBIT A. It is understood and agreed by and between the parties hereto that notwithstanding the fact that this Grant Offer is made and accepted upon the basis of the Exhibit "A" Property Map, the Sponsor hereby covenants and agrees that it will update said Exhibit "A" Property Map to standards satisfactory to the Department and submit said documentation in final form to the Department for approval. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an eligible administrative cost for participation within the scope of this project.

Prime Consultant Statement of DBE Subconsultant Payments

Prime Consultant Statement of DBE Subcontracting Intent
Information required in accordance with 49 CFR §26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs.

[illegible]

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

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

FOR MDOT USE ONLY

COMMENTS:

CONTRACT ADMINISTRATOR (Signature)	DATE:
------------------------------------	-------

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT CONTRACT ADMINISTRATOR:

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

RESOLUTION (02-08.06)
AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS
CHAIR, James E. Shotwell Jr. TO SIGN MDOT CONTRACT
#2008-0134 (FEDERAL PROJECT #B-26-0051-2007),
For Land Acquisition Costs of Parcel #85 (Macchia Hangar)

WHEREAS, The FAA has indicated that Runways at the Jackson County Airport do not have required “safety areas” at their respective ends and approaches; and

WHEREAS, Because of the Runway Safety Project a new Runway 7-25 will be constructed required acquisition of private property located in the northeast corner of the airport, specifically, the Macchia property (parcel #85); and

WHEREAS, Parcel #85 has been acquired by the County of Jackson using Public Improvement Runway Funds and this grant will reimburse that expenditure minus the Local Match amounts; and

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

WHEREAS, Grant funds in the amount of \$1600,000.00 were allocated by the Michigan Bureau of Aeronautics and Freight Services with an allocation of \$128,000.00 Federal; \$28,000 State and \$4,000 Local match amounts and were deemed necessary and in the public interest; 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
February 19, 2008

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 February 19, 2008 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: _____

The Flight Line

Jackson County Airport - Reynolds Field Newsletter

Jane Zomer, Editor

2007 ANNUAL REPORT ISSUE

The Jackson County Airport Board

75th Anniversary
1928-2003

Steve Wellman, Member at Large, Chairman	517 782-7261
Commissioner Jim Shotwell, Jr.,	517 787-4106
Member at Large, Thomas Davis, Secretary	517 782-7163
Commissioner David Lutchka	517 522-4596
Commissioner Earl Poleski, Vice Chair	517 563-8955

Airport Manager – Kent Maurer

517 788-4225 KMAURER@CO.JACKSON.MI.US

Visit our Website at www.co.jackson.mi.us/airport

2007 Annual Report Introduction

*Written by Kent Maurer,
Airport Manager*

This year's Jackson County Airport Annual Report will sport a "new look". This year's report will feature the "top ten" events that impacted the Jackson County Airport during 2007. Most readers will be eager to learn which of these ten events was judged to be the most, and which event was the least important. The top-ten list, however, is not to be ranked, that is, all ten events were important to the airport and should be treated as a "grouping" of significant events and not a "ranking" of these events. The articles appear in no particular order. It is my hope that you enjoy reading the airport's annual report for 2007.

The Flight Line by Internet

Would you prefer to view *The Flight Line* by use of your computer? *The Flight Line* newsletter is available via internet at our website:
www.co.jackson.mi.us/airport

Just click on the Newsletter tab on the left-hand side of the screen.

This will help reduce costs for publishing and mailing, plus make it convenient for those with internet use. So, if you wish to receive the next issue by viewing our website instead of a email version, please let me know at the following address:

jzomer@co.jackson.mi.us.

I will be glad to inform you when the latest issue is available by sending you an e-mail notice. It will be important for anyone on our email address list to inform us of any email address changes or if they would like to be taken off the

list. Others will continue to receive the newsletter by regular mail.



**Flag Raising Ceremony during
Airport Rededication**

Airport Rededication and Ground Breaking Ceremony

On Saturday, June 2, 2007 at 2:00 P.M. the Jackson County Airport was the site of a rededication ceremony, ground breaking ceremony and Aviation Heritage Park dedication. June 2nd marked the 80th anniversary of the donation of 160 acres of land to the City of Jackson and the 79th anniversary of the original airport dedication ceremony when Mr. and Mrs. Wiley E.

Reynolds presented the airport to the City of Jackson for use as a municipal airport. The City owned and managed the airport until 1976 when it was sold to the County of Jackson for \$1.00 primarily to establish a wider base of financial support for the airport. As a side note, the unveiling of the dedication plaque in 1928 was done by then 6-year-old Annette Reynolds, daughter of Wiley Reynolds. Annette has vivid memories of the original dedication ceremony. Annette now lives in Florida, but was unable to attend the ceremony.

The ground breaking ceremony marked the beginning of construction of runway safety areas on all runways at the Jackson County Airport. The first phase of construction began in early fall.



Flip Reynolds during the opening remarks of the Airport Rededication

Aviation Heritage Park

In 2006 the Jackson County Airport Board was approached by a group of aviation enthusiasts who wanted to create an educational park with an aviation theme located near the main entrance of the Jackson County Airport. The key areas of this park would include a static aircraft display; a statue symbolizing the dream of

aviation; installation of the "old" airport beacon; and installation of a new flag pole, and the original (1928) bronze airport and flag pole dedication plaques, with a significant amount of landscaping needed.



Unveiling of the Rededication Plaque

Donations in excess of \$24,000 financed the key components of the park, which was funded entirely with private donations, the largest of which coming from the JXN Flight Fund, a donor-advised fund within the Jackson Community Foundation with a mission to "enhance aviation education and awareness in the greater Jackson area".

With more work to be done in 2008 in the Aviation Heritage Park Phase II, that will include a sidewalk, additional landscaping, park benches, exterior lighting, information plaques, and an irrigation system, these components will tie the current and future displays together into a cohesive aviation education park.



Statue of Wiley in the Park

Since its creation, hundreds of people have visited Aviation Heritage Park, many of whom are young persons on education tours of the airport. Aviation Heritage Park is also linked to the EAA Chapter 304 Sport Aviation Center that houses an historical museum, library, meeting room, and aircraft restoration area where aircraft are constructed or refurbished by members of Chapter 304.

Flip Reynolds, a direct descendant of Wiley Reynolds, was given the honor of unveiling a statue of a young "Wiley" who gazes at the sky while grasping a model airplane.

Contractors, participants and donations were provided by the following businesses and individuals: Airport Restaurant and Spirits, ALRO Metals Plus, American Legion Post #29, Bill and Florence Barnes, George and Fay Bolender, EAA chapter 304, Jim Chorba, Nancy Dawson, John and Joan Feldvary, Don Fowler, Dave Frazier, Dave Groh, Sherry Hall, Hirst Electric,

Hobbit Place, Bob Jackson, Jackson County Airport, Jackson Monument Works, Johnson Sign company, Carol Kent, Ralph McGonegal, Michigan Valley Homes, Dean Mort, Patrick Energy, Reynolds Services, Flip Reynolds family, Skyway Aviation, the T-6 Pilots, Taylor Rental, Ted Weeks, David Welihan, Steve and Diane Wellman, Wetherby Company, and John Willis.

The Aviation Heritage Park project coordinators and key fund raisers were George and Fay Bolender. Future plans for displays include an additional static aircraft to augment the T-33 jet that is on display; a statue or statues honoring civilian and military pilots; and additional informational plaques.



**Flyover of T-6 Aircraft
During the ceremony**

The ceremonies included a flyover of T-6 aircraft commanded by John Feldvary, Director of the JCC Aviation Center; flyover by A-10 Warhogs from Battle Creek; a vintage Stearman Aircraft flown here by Dave Groh; inspiring renditions of the National Anthem by Mr. John Willis, and of God Bless American by Rose Queen, Brooke Hinckley; and, several key political dignitaries made short presentations honoring the occasions.



Vintage Stearman Aircraft



**Jackson County Rose Queen
Brooke Hinckley**

2007 Airport Board Members Keep the Airport on Course

Jackson County Airport Board members play a critical role in the airport's success by setting policy; enforcing rules and standards; networking with State and Federal aviation representatives; lobbying elected officials for resources; and listening to the concerns of airport businesses and citizens.

The Airport Board is comprised of five voting plus one ex officio member. All five voting members, three County Commissioners and two at-large members, are appointed to two-year terms by the County Board

of Commissioners. The ex-officio member, not pictured below, Randall Treacher, is the County Administrator-Controller who serves by virtue of that position.



Pictured from left to right are Tom Davis, Steve Wellman, Jim Shotwell, Jr., David Lutchka, and Earl Poleski

The 2007 Airport Board members were Steve Wellman, Chairperson; Earl J. Poleski, Vice-Chairperson; Tom Davis, Secretary; and members James "Steve" Shotwell, Jr., and David Lutchka. These same Board members will be serving during 2008 also.

Chairman Steven R. Wellman is employed by Consumers Energy, and is the Manager of Laboratory Services. Steve is married to Diane, and they have four children and one grandchild.

Vice-Chair Earl J. Poleski is a Certified Public Accountant and 5th District County Commissioner who is married to Candy, and they have two grown sons. Earl is a first term county commissioners and is the Vice-Chairperson of the County Board of Commissioners for 2008. Earl is starting his second year of service on the Airport Board and believes the airport is an

important economic engine for any community, and he believes that a healthy airport contributes to a healthy economy. He hopes to contribute to that healthy airport and the economic development that it can generate.

Secretary Tom Davis is co-owner of the Davis Insurance Agency located here in Jackson. Tom has been married to Gina for 14 years and they have three children; Gregg (12), Annie (10) and Troy (9). Tom is starting his 7th year on the Airport Board, and was recently appointed to a new two-year term that ends in 2009. Tom has been involved with the Airport for over 15 years having served on the Airport Advisory council prior to being appointed to the Airport Board. Tom is a pilot, loves flying and loves the airport he serves. Tom wishes to assist in the continued success of the Jackson County Airport.

County Commissioner David F. Lutchka is co-owner and operator of Lutchka Angus and Farm Market in Grass Lake Township. David has three grown children and six grandchildren. David has been on the Airport Board for three years and, is the Chair of the County Affairs Committee. David Lutchka got involved with the Airport Board to help in saving the JCC Flight Center, and to see the airport expand.

James "Steve" Shotwell Jr. is owner of Miller Shoes located in downtown Jackson. Steve has been a member of the Airport board since 2003, and previously held the positions of vice-Chair and Secretary. Steve is married to Beckie (22 years) and they have two children; Betsy (20) who is attending

MSU, and Mike (18) attending Jackson Community college. Steve notes that their home is shared by two dogs plus two cats, and the cats run the house. Steve Shotwell has been a County Commissioner since 2002, and serves as Chairman, having held previous chairmanships of County agencies and Personnel and Finance Board committees. Steve sought membership on the Airport Board after being asked to do so by the late James E. Rice. Steve has always been interested in aviation, and likes seeing progress on the runway safety project.

Randall W. Treacher, who serves as an ex-officio member of the Airport Board, and wears many other hats by virtue of his position as Administrator/Controller. Randall is serving as the "acting" Administrator/Controller having been drafted to that position from his job as Deputy Administrator/Controller. Mr. Treacher also serves on the Road and Parks Commissions, and has been a County of Jackson employee for almost 28 years.

New Airport Businesses in 2007

Two new businesses located at the Jackson County Airport during 2007. Enterprise Rent-a-Car has, for several years, rented counter space in the Airport Terminal building primarily for advertising and placement of a branch phone. Only during MIS NASCAR races would Enterprise employees staff this workspace. That all changed in May of 2007 when Enterprise moved their

branch operation from the Les Stanford car dealership to the Airport Terminal building. The office is staffed daily, joining Avis to offer car rentals from the airport.

Solo Aviation, an aircraft maintenance facility, has been at the airport for almost three years. John Solo, President, keeps very busy running two facilities; one located here in Jackson, plus a full-service FBO in Ann Arbor. In October of 2007, John Solo announced to the Airport Board that his company has become an authorized dealer, repair facility and training center for Maule Aircraft. In 1941 Maule Aircraft started in Napoleon, Michigan. Maule Aircraft designed and built airplanes there until 1968 when it was moved to its current location in Moultrie Georgia. John Solo is excited about the prospect for a new customer base related to Maule Aircraft sales, service and training being built over the next few years.

Increasing Airport Landings and Take Offs – A Continuing Challenge

The five year history of aircraft "operations" shows a leveling off for 2007. This is compared to a much more dramatic decline in numbers from 2002 through 2006. An "operation" is any landing, take off that is handled by the air traffic control tower. While 2007 operation numbers were still lower than 2006, the decline was not as dramatic as in previous years.

Several events took place during 2007 that were intended to assist in increasing the operations here at KJXN. The annual

aerobatics competition held in July of each year added one additional day of "practice" for the competitors; the Civil Air Patrol based its annual exercise here in Jackson; and members of the EAA Chapter 304 sponsored a chili lunch fly-in for friends and acquaintances of the EAA members.

The most immediate impact of a loss in operations is the amount of funding for air traffic control tower services through FAA funds. Jackson participates in the FAA Contract Tower Cost-Share program. The degree to which the FAA will fund any given air traffic control tower is based on the number of operations during the most recent year.

Starting on May 1, 2007 the FAA funded 85% of the annual contract with Midwest Air Traffic Control Services and 15% was funded by County government. The Airport board and Jackson County Board of commissioners agreed to fund the local match portion for air traffic control services. The annual cost to the airport will be \$50,000 plus starting in 2008. In May of 2008 another "benefit cost analysis" will be conducted by the FAA to determine the level of funding support starting in May of 2009.



5-YEAR FAA TRAFFIC COUNT

YEAR TOTAL OPERATIONS

2003	61,591
2004	53,392
2005	48,873
2006	48,858
2007	48,198

Construction of the Runway Safety Area Project Begins



Phase I construction of Runway 14/32 started on August 20, 2007 following a three year Environmental Assessment process that examined wetlands, historical homes, Indiana bats, and archeological studies. Phase I construction included: earthmoving; tree clearing; improvements to the airfield lighting system; installation of an automatic standby generator; and rehabilitation of the interior of the electrical vault. Specifically, Phase I construction has resulted in moving 200,000 yards of dirt; clearing and grubbing 45 acres of wooded ground; installation of new airfield light regulators, a standby generator that will power airfield lights in case of a power failure; electric vault building ventilation improvements and painting of the

electrical vault interior.

The project cost for Phase I, excluding engineering and design work, was just over 1 million dollars and was funded from Federal, State and Local matching grants. The "local" portion of the grant was 2.5% or approximately \$25,000. Other RSA projects that were funded in 2007 included property appraisal of the John Macchia hangar for purchase by the airport (this hangar will eventually be demolished during construction of runway 7/25); land appraisal of the Tylutki property located at M-60 and Michigan Avenue (this property will be purchased by the airport because of runway 7/25); engineering design for runway 14/32 for construction in 2008; an FAA "reimbursable agreement" for moving runway 14/32 navigational aids, and adding a GPS precision approach to runway 14.

The primary contractor for Phase I was Hoffman Brothers of Battle Creek, Michigan, and the primary engineering firm was Mead and Hunt of Lansing, Michigan. When completed, runway 14/32 will have a runway length of 4001 feet, an increase of 500 feet, with runway safety areas at each end of 150 feet wide and 300 feet in length.



Runway Safety Area Project

Dennis Hoyes Remembered



Ryan Ritter

Dennis Hoyes, a local business owner and pilot of 40 years, lost his life on June 4, 2007 when a University of Michigan jet aircraft crashed into Lake Michigan. His Grandson, Ryan Dennis Ritter, 13 years old, paid tribute to his Grandpa with an inscription on the remembrance plaque. The inscription reads:

"Dennis Hoyes is my grandpa. My grandpa flew from this airport many times. In fact, he even had his own hangar here at this airport. Unfortunately, my grandpa died on June 4, 2007. He was one of the pilots on the University of Michigan Survival Flight Team that crashed in Lake Michigan while bringing back from Wisconsin a pair of lungs to perform a double lung transplant. Not only did my grandpa lose his life in this crash, but so did five

other team members. Some of my teachers from my school in New Lathrop, Michigan, donated money for me to do something in honor of my grandpa. I have selected to use the money to dedicate this plaque to the Jackson airport in honor of my grandpa. For those of you who knew my grandpa, you know what a wonderful person he was. For those of you who did not, I want you to know what a great grandpa and good pilot he was. I will remember him forever and will miss him so much. I love you grandpa and will never forget you."

Thank you to Ryan Ritter for this wonderful tribute. Dennis is sorely missed!!!

More Jackson County Airport History Captured

This past year was one in which our history was preserved and enhanced. Aviation Heritage Park, when completed, will be a living monument to important aspects of this airport's and aviation history. The "old" beacon is on-duty 24 hours a day attracting attention to the new park. This project also preserved the original airport and flag pole dedication plaques for all to see. "Wiley" is also on duty inspiring the aviators of the future. Current and future informational plaques will share valuable historical information about the original airport Terminal Building, air traffic and Terminal Buildings, the Jackson Community College Flight Center, and the important role that JCC played in training WWI pilots, and the T-33 that serves as an anchor of the park.



**T-33 Located at the Front
Entrance to the Airport in the
Aviation Heritage Park**

Speaking of the airport's T-33, we received a very pleasant surprise late in 2007 when the former crew chief for this aircraft contacted the airport with an inquiry about the condition of this airplane. Dwaine Howard was the Crew Chief for "old 509" (radio code Smokey 51) for 18 months from 1964-65. At that time Smokey 51 and Dwaine Howard were stationed at Peterson Field in Colorado Springs, Colorado. The T-33 was assigned to Major General Michael Joseph Ingelido, then inspector general of the Air Defense Command.

General Ingelido would fly Smokey 51 near the DEW Line in Labrador without identifying himself to test the response time of the pilots and jets that were based there in scramble readiness. Smokey 51 was the aircraft that transported the actor Jackie Cooper from California to Colorado Springs for the Navy Ball in 1965. Dwaine Howard had the distinction of assisting Mr. Cooper from the front of the cockpit. Dwaine Howard now lives near Huntsville Alabama and intends to visit Smokey 51 during 2008.

Lastly, the Reynolds' family donated a large oil portrait of

Wiley Reynolds to the airport. Wiley and Mrs. Reynolds donated the original 160 acres of land to the City of Jackson in 1927 for use as a "municipal airport". The portrait now hangs in the south foyer of the Terminal Building.

Thank you to the Reynolds family for this generous gift!

**The Experimental Aircraft
Association Chapter 304
A Key Airport Partner**

Since 1968 EAA Chapter 304 has been a force to be reckoned with at the Jackson County Airport. One of 900 EAA Chapters world wide, the EAA here has been a positive force for the betterment of the airport for all of these years. Chapter 304 is directly responsible for projects like the T-33 display, Aviation Heritage Park, and staffing the large volunteer contingent needed annually for special events.

Chapter 304 and its President, Earl Scott, are important partners in furthering the future of aviation through programs like Young Eagles where young people receive their first airplane ride. The EAA also supports the Jackson community college Flight Center and JXN Flight Fund activities. The EAA's pancake breakfast fly-in, aircraft restoration projects, formal meetings and informal coffee klatches add "traffic" to the airport grounds enhancing the spirit of this airport being alive with people coming and going. The EAA's museum, located in the Sport Aviation Center, is a wonderful stop over for tour groups and others who are interested in seeing the memorabilia on display.



**George and Fay Bolender
Honored for Many Years of
Dedicated Volunteer Work on
Behalf of the Airport**

On December 20, 2007 the Airport Board honored George and Fay Bolender for their many years of dedicated volunteerism on behalf of the Jackson County Airport. George and Fay have strong ties to this airport and a strong love for aviation. The best way to learn about the degree of volunteerism from George and Fay is to read the Airport Board Resolution that was presented to them.

WHEREAS, The efforts and contributions of George and Fay Bolender, have for many years, epitomized the spirit and meaning of volunteerism and dedication for Jackson County Airport – Reynolds Field; and

WHEREAS, George and Fay Bolender have provided instrumental contributions for numerous airport related special events and functions; and

WHEREAS, The contributions of George and Fay include, but are not limited to: Creation of, and participation in Michigan Speedway crowd and traffic control at the airport; Aviation Heritage Park concept, design, and fundraising; Maintenance of the Aviation Heritage Park and Terminal Building grounds;

Coordination of the Airport rededication and runway construction ground breaking ceremonies; Designing and updating the Terminal building display case; Volunteer support of the JXN Flight Fund dinner dance; Actively involved members of EAA Chapter 304; and, Frequent volunteers for the Hot Air Jubilee; and

WHEREAS, The Jackson County Airport Board wishes to express sincere appreciation to George and Fay Bolender for their many contributions and countless hours in support of the Jackson County Airport; and

WHEREAS, The standard set by George and Fay for volunteerism and support of the Airport, shall be recognized on a continuing basis; therefore

NOW; THEREFORE, BE IT RESOLVED THAT, the Jackson County Airport Board hereby establishes the "George and Fay Bolender Award" to be awarded to those individuals making a significant contribution towards the success of the Jackson County Airport – Reynolds Field; and

FURTHER LET IT BE RESOLVED, that the Jackson County Airport Board hereby awards the 2007 George and Fay Bolender award to its namesake; George and Fay Bolender

From: Sandy Fitzpatrick
To: Schweizer, Susanne
Date: 1/29/2008 3:43 PM
Subject: Fwd: BPW

Please add to County Affairs
The following was determined at the recent BPW meeting.
Thanks

>>> On 1/29/08 at 2:58 PM, in message <479F3F0C.28E4.005A.0@co.jackson.mi.us>, Sandy Fitzpatrick <sfitzpat@co.jackson.mi.us> wrote:

Randy:
Should this item also be added to Committee agenda and the BOC agenda?

- A. Delinquent Tax Fund - Previous arrangement was interest free
1. Proposal of charging interest going forward in 2008, charging 4.5%-- (Amortization schedule attached)

1st Motion Died for lack of support

2nd MOTION:
Moved by Commissioner Herl supported by Public Member,
KenElenbaasto request RRF pay interest charge of 4.5% on delinquent tax fund 2008- 2013, until loan is paid off. Item will be sent to Full Board for their review and approval.

MOTION PASSED - UNANIMOUSLY

Storm Water Pollution Prevention Initiative

Michigan General Permit No. MIG619000
Certificate of Coverage No. MIG610321

Municipality/Agency: County of Jackson
Address: 120 W. Michigan, Jackson, MI 49201
Contact Person: Geoffrey Snyder
Title: Drain Commissioner
Telephone: (517) 788-4398
Date: June 30, 2006

Signature of Permittee Representative _____

1. Purpose

The purpose of this Storm Water Pollution Prevention Initiative (SWPPI) is to bring together the following storm water pollution controls for Jackson County:

- goals and actions from the Upper Grand River Watershed Management Plan (WMP)
- actions applicable to pollution prevention and good housekeeping for municipal operations to meet the NPDES permit requirements
- actions applicable to post construction controls for areas of significant development and redevelopment to meet the NPDES permit requirements
- details and schedules to describe the process for implementing the program
- evaluation methods to demonstrate the reduction of storm water pollution to the maximum extent practicable

The SWPPI includes those actions expected to be implemented over the term of the permit, and in some cases beyond.

The goals identified in the Watershed Management Plan (WMP), include:

- 1: Meet Warmwater Fisheries and Aquatic Life and Wildlife Designated Uses.
- 2: Protect and Enhance Recreation Opportunities
- 3: Protect and Restore the Loss of Natural Features
- 4: All new Development Projects to be Water Quality Friendly
- 5: Encourage Water Quality Friendly Agricultural Practices
- 6: Have a well Informed and Involved Public on Protecting and Managing the Watershed
- 7: Increase Water Quality through Pollution Prevention/Good Housekeeping Practices for Municipal Operations
- 8: Continued Watershed Management Plan Implementation and Institutionalization

Each goal has one or more objective related to it. Many objectives serve to meet more than one goal. Therefore a matrix is provided as Table 1 which shows the relationship between the goals and objectives. The objectives are grouped into one of five categories for discussion purpose. These categories are:

- Watershed Council (C)
- Education and Participation (E)
- Municipal Good Housekeeping (H)

- Planning and Policy (P)
- Recreation, Habitat, and Pollution (R)

Table 2 outlines the specific activities that Jackson County has undertaken, or will undertake, with respect to each of its commitments in the WMP and to address other Watershed Permit requirements as necessary.

2. Annual Report to Assess Progress

In order to assess our progress, Jackson County will document the following on an annual basis:

- Changes to goals and/or actions in the WMP prior to the required permit date for biannual review and revision.
- Progress with respect to specific goals and/or actions
- Actions taken to eliminate illicit discharges.
- Schedule for elimination of illicit connections identified but not eliminated.
- Documentation of the public education effort and the evaluation of its effectiveness.
- Any additional actions taken to reduce the discharge of pollutants in storm water.
- Progress on approved activities under IDEP and PEP.
- Modifications to approved IDEP and PEP, if applicable.

3. SWPPI Revisions

The SWPPI will be reviewed and revised by June 30, 2008 according to the certificate of coverage. MDEQ approval will be sought for revisions to date-specific commitments listed in Table 2.

4. Retention of records

Jackson County will retain the approved SWPPI, and its associated records, in-house for a minimum of three years after the termination of the permit. The records will be available upon request by MDEQ and shall include, but not be limited to:

- Information regarding the effectiveness of these activities
- Records of analyses performed
- Calibration and maintenance of instrumentation (if used)
- Recordings from continuous monitoring instrumentation (if used)

5. Actions Committed to in the Watershed Management Plan

This SWPPI addresses the actions that Jackson County committed to, as identified in the WMP for Upper Grand River watersheds. All Watershed Permit SWPPI requirements under Part I.B.2.a.1 are included in Table 2.

The Illicit Discharge Elimination Plan (IDEP) and the Public Education Plan (PEP) are not included in the SWPPI; they are addressed in the separate respective plans. Refer to those plans for a list of action items.

The measure of usage of facilities or material used to identify the mechanisms to evaluate each action and success is provided in Table 2.

Table 1 Goal-Objective Relationship

Objectives		Goals							
		Meet warmwater fisheries and aquatic life and wildlife designated uses	Protect and enhance recreation opportunities	Protect and restore the loss of natural features	All new development projects to be water quality friendly	Encourage water quality friendly agricultural practices	Have a well informed and involved public on protecting and managing the watershed	Increase water quality through pollution prevention/good housekeeping practices for municipal operations	Continued watershed management plan implementation and institutionalization
Watershed Council									
C1	Have a progressive and impassioned watershed council/alliance								X
C2	Develop and adopt a funding strategy to support the implementation of the watershed management plan and to support the Watershed Council/Alliance								X
Education and Participation									
E1	Promote and support the existing agricultural program and encourage water quality friendly practices. Focus on creating incentives	X	X	X		X	X		
E2	Promote and support annual community meetings on agriculture issues in the watershed					X	X		
E3	Increase the awareness and knowledge of the public (includes residents, businesses, commercial operations, and construction operations) through a targeted education campaign						X		
E4	Increase the awareness and knowledge of the youth through school curriculum						X		
E5	Educate governmental planners and decision makers on the development impacts to the watershed and tools for low impact development.						X		
E6	Increase public participation on watershed related activities such as: storm drain marking, adopt-a-river, and volunteer monitoring						X		
E7	Train municipal staff on good housekeeping operations						X	X	
Municipal Good Housekeeping									
H1	Inspect and maintain municipal structural storm water controls (Phase II)							X	
H2	Reduce or eliminate discharge of pollutants from municipal roadways, parking lots, and maintenance garages (Phase II)	X	X	X				X	
H3	Properly dispose of municipal operation and maintenance waste (Phase II)							X	
H4	Assess the impacts of water quality on municipal flood management projects (Phase II)							X	
H5	Reduce the discharge of pesticides and fertilizers from municipal land (Phase II)	X	X	X				X	
Planning and Policy									
P1	Increase regional planning efforts and implementation among local units of government. Promote intergovernmental coordination and cooperation for water quality friendly development practices				X				
P2	Develop a standards manual which outlines economically viable water quality friendly development practices and requirements	X	X	X	X				
P3	Incorporate water quality friendly practices into land use, zoning, site plan approval process and community development master plans	X	X	X	X				
P4	Protect groundwater recharge areas and wellhead protection areas from contamination and over-drafting through diversions and withdrawals			X	X				
P5	Protect endangered species and natural features such as wetlands, floodplains, and woodlands	X	X	X					
P6	Coordinate watershed management, NPDES permitting and well-head protection programs								X
Recreation, Habitat, and Pollution									
R1	Reduce the amount of sediment entering the water course to meet the Biota TMDL requirement	X	X	X					
R2	Increase minimum dissolved oxygen levels to meet the TMDL requirements	X	X						
R3	Reduce the amount of E.coli entering the water course the meet the TMDL requirements.	X	X	X					
R4	Replace in-stream habitat structure, create pools and riffles	X	X	X					
R5	Increase opportunities for passive and active recreational uses		X						
R6	Reduce the amount of trash and debris	X	X	X					
R7	Facilitate the completion of demonstration projects using low impact development standards				X		X		
R8	Retrofit area of high impervious cover with storm water BMPs to decrease imperviousness. Look for ways to coordinate with groundwater protection.	X	X	X	X				
R9	Enhance or restore natural features such as wetlands, floodplains, and woodlands	X	X	X					

Table 1: Stormwater Pollution Prevention Initiative

Category	Category Number	Action	Schedule		Comments	Measure of usage of facility or materials (Refer to Section 9 of the Watershed Management Plan (WMP))
			Begin (Month Year)	End (Month Year)		
Youth Education	E4	Conduct information and educational presentations to school boards on stormwater and MDEQ Water Quality Curriculum.	Jan-07	Dec-07		Number of participants. Number of School Boards adopt curriculum.
Municipal Education	E5	Hold an educational meeting for government planners and decision makers concerning watershed management and low impact development.	Jan-08	Dec-08		Number of government officials in attendance. Conduct social surveys of the municipal staff in order to evaluate the effectiveness of good housekeeping training. Analyze results and make recommendations for changes in the training campaign (for additional information refer to evaluation Z2 in section 9 of the WMP).
Municipal Good Housekeeping Training	E7	Train municipal staff, other appropriate agencies, and public utilities on procedures for municipal good housekeeping activities. Include basic storm water management awareness information. Good housekeeping activities include maintenance of structural controls, minimizing discharges from parking lots, roads, and garages; disposal of O&M waste; assessing impacts from flood management projects; and minimizing pesticides and fertilizers.	Jan-08	Indefinite	Ongoing	Number of staff trained. Frequency of training. Conduct social surveys of the municipal staff in order to evaluate the effectiveness of good housekeeping training. Analyze results and make recommendations for changes in the training campaign (for additional information refer to Evaluation Z2 in Section 9 of WMP).
Municipal Storm Water Controls	H1	Evaluate current practices for maintenance activities, maintenance schedules, and inspection procedures for storm water structural controls (e.g. CBs, detention basis, etc.) to reduce pollutants (including floatables) in discharges from the permittee's separate storm water drainage system. Make changes to the program as appropriate.	Jan-07	Dec-07		Summary of evaluation completed, recommended changes, and implemented changes.
Municipal Storm Water Controls	H1	Implement storm water structural control maintenance program.	Jan-08	Indefinite	Ongoing program but changes made based on review/ recommendations start by 1/1/08	Look into ways to quantify pollutant reductions from structural controls

Table 1: Stormwater Pollution Prevention Initiative

Category	Category Number	Action	Schedule		Comments	Measure of usage of facility or materials (Refer to Section 9 of the Watershed Management Plan (WMP))
			Begin (Month Year)	End (Month Year)		
Pollutants from municipal roads/parking	H2	Evaluate current practices for reducing or eliminating the discharges of pollutants from streets, roads, highways, parking lots, and maintenance garages. Make changes to the program as appropriate.	Jan-07	Dec-07		Summary of evaluation completed, recommended changes, and implemented changes.
Pollutants from municipal roads/parking	H2	Implement street, roads, highways, parking lots, and maintenance garages maintenance program.	Jan-08	Indefinite	Ongoing program but changes made based on review/recommendations start by 1/1/08	Look into ways to quantify pollutant reductions from streets, roads, highways, parking lots and maintenance garages.
Proper Disposal of O&M Waste	H3	Evaluate current procedures for the proper disposal of operation and maintenance waste from the separate storm water drainage system (dredge spoil, accumulated sediments, floatables, and other debris). Make changes to the program as appropriate.	Jan-07	Dec-07		Summary of evaluation completed, recommended changes, and implemented changes.
Proper Disposal of O&M Waste	H3	Implement proper disposal of operation and maintenance waste from the separate storm water drainage system (dredge spoil, accumulated sediments, floatables, and other debris)	Jan-08	Indefinite	Ongoing program but changes made based on review/recommendations start by 1/1/08	Look into ways to quantify amount of O&M waste disposed of
Flood Mgmt Impacts	H4	Evaluate current procedures to ensure that flood management projects assess the impacts on the water quality of the receiving waters and, whenever possible, examine existing water quantity structures for incorporation of additional water quality protection devices or practices. Make changes to the program as appropriate.	Jan-07	Dec-07		Summary of evaluation completed, recommended changes, and implemented changes.
Flood Mgmt Impacts	H4	Implement the impact assessment of flood management projects	Jan-08	Indefinite	Ongoing program but changes made based on review/recommendations start by 1/1/08	Summary of assessments performed and changes implemented as a result of the assessment
Municipal Pesticides and Fertilizers	H5	Evaluate the current controls used to reduce the discharge of pollutants related to application of pesticides and fertilizers applied on municipal property. Make changes to the program as appropriate.	Jan-07	Dec-07		Summary of evaluation completed, recommended changes, and implemented changes.

Table 1: Stormwater Pollution Prevention Initiative

Category	Category Number	Action	Schedule			Measure of usage of facility or materials (Refer to Section 9 of the Watershed Management Plan (WMP))
			Begin (Month Year)	End (Month Year)	Comments	
Municipal Pesticides and Fertilizers	H5	Implement the pesticide and fertilizer application program for municipal property.	Jan-08	Indefinite	Ongoing program but changes made based on review and recommendations start by 1/1/08	Look into ways to quantify the amount of pesticides and fertilizers applied and ability to enter a receiving water
Increase coordination and cooperation	P1	Research, compile and present an information packet regarding Water Quality Friendly Development to government officials and other applicable persons. Work with MTA, Homebuilders and Realtors to find incentives and economically viable implementation vehicles.	Jan-07	Dec-07		Quantity of presentations to number of officials. Number of businesses working with council.
Increase coordination and cooperation	P1	Conduct a Water Quality Friendly Development roundtable to discuss issues associated with promoting and implementing Water Quality Friendly Development practices within the community. Roundtable should include builders, planners, developers and businesses.	Jan-07	Dec-07		Attendance (non-council members) of roundtable discussion.
Development Standards	P2	Review existing development standards for Water Quality Friendly Development requirements including storm water BMPs, wetlands, wellhead protection, and floodplain control. Consider input from roundtable discussions.	Jan-07	Dec-07		NA
Development Standards	P2	Recommend revisions to, or a new draft of, a development standards manual, including performance standards. Allow for different standard levels to accommodate various community needs.	Jan-08	Dec-08		Number of development manuals distributed.
Development Standards	P2	Adopt new ordinances and standards manual watershed-wide which support the development standards manual. Announce new ordinances to appropriate businesses, developers, and builders through public service announcements.	Jan-09	Dec-10		Number of communities that adopt ordinances. Number of PSAs broadcasted. Estimated number of people reached.
Development Standards	P2	Implement site plan reviews using agreed upon standards.	Jan-09	Indefinite		Number of site plans reviewed each year Summary of water quality impact of typical new development
Update land use, zoning, and master plans	P3	Review existing land use, zoning plans, and master plans. Recommend revisions to land use, zoning plans, and master plans. Work with applicable government staff to implement changes to plans.	Jan-07	Dec-08		Number of plans reviewed, summary of recommendations. Number of plans changed.

SWPPI

Jackson County

Table 1: Stormwater Pollution Prevention Initiative

Category	Category Number	Action	Schedule			Measure of usage of facility or materials (Refer to Section 9 of the Watershed Management Plan (WMP))
			Begin (Month Year)	End (Month Year)	Comments	
Reduce Existing Sediment	R1	Maintain current level of county road street sweeping of curbed 4-lane county roads at once every two years		Indefinite	Ongoing	Summary of estimated sediment load removed.
Reduce Existing Sediment	R1	Maintain current level of county road street sweeping of curbed 2-lane county roads at once every two years		Indefinite	Ongoing	Summary of estimated sediment load removed.
Reduce Existing Sediment	R1	Maintain the current level of Jackson County catch basin cleaning on an as-needed basis		Indefinite	Ongoing	Summary of estimated sediment load removed.
Meet Body Contact for Pathogens	R3	Implement municipal separate storm sewer system illicit discharge elimination plans.		Indefinite	Ongoing. Repeat Every 5 years or as permit dictates.	Summary of the number and type of problems found. Estimate of annual pollutant loads removed. Review results of Health Department pathogen monitoring and evaluate implication on watershed activities.



JACKSON COUNTY FLEET SERVICES

120 W. Michigan Avenue
JACKSON, MI 49201
PH: 517-788-4331
FAX: 517-780-4732

1/25/2008

To: Personal and Finance Committee

From: Ric Scheele
Fleet Supervisor

RE: Sheriff Department Vehicle Purchase

I have reviewed the bids for the Sheriffs Department new patrol vehicle purchase. I commend the Sheriffs Department for finding the lowest price through the competitive bid process. Purchasing contracts from McComb and Oakland counties along with the MiDeal from the State were utilized for bid solicitation.

The old vehicles that will be turned in from the Sheriff will be evaluated and used to either replace fleet vehicles that are in worse shape or sold on ebay. We will dispose a total of five vehicles to offset this purchase.

Vendors

Gorno Ford
22025 Allen Road
Woodhaven MI

Signature Ford
1960 E. Main St.
Owosso MI

Jorgenson Ford
8333 Michigan Ave
Detroit MI

The bid prices are for the (4) patrol vehicles:

Gorno Ford	McComb County bid	Oakland County bid
\$20,789 ea	\$21,034 ea	\$20,979.95 ea

The bid price for the (1) traffic unit is as follows:

Gorno Ford	McComb County bid	Oakland County bid
\$20,099	\$20,302	\$20,298.95

I concur with the Sheriff Department's recommendation to purchase the (5) vehicles for a total of \$103,255.00 from Gorno Ford.

From: Randy Treacher
To: Susanne Schweizer
Date: 1/29/2008 4:07 PM
Subject: Fwd: Neglect and DL bids
Attachments: Neglect and DL Bids.xls

>>> Chad Schmucker 1/29/2008 4:03 PM >>>

Attached is a spreadsheet showing all the bids received. We are recommending accepting the bids in bold.

I disqualified G Wright due to lack of experience but we are going allow her to handle a limited number of cases where we need an extra attorney. Tony Raduazo's bid was DQed since Ivan Brown is his partner and both cannot be court appointed on the same case.

We DQed B Brandy she rarely appears in out courts and we are not familiar with her ability to handle a busy caseload.

We DQed B Beer because he is in the same firm with Cory McCord.

Please let me know by phone or email if you or the Commissioners have any questions.

I will not be able to attend the Agencies meeting or Board meeting.

I expect these bids will result in saving to the county and I would like to start the transition process ASAP.

It is difficult to predict how much will be saved since our total cost involves extra charge s for non-contract days, additional attorneys for some cases and appeals, but I would expect savings of \$25,000 per year.

Chad Schmucker
Chief Circuit Judge
Courthouse
312 S. Jackson
Jackson, MI 49201

517 - 788-4365 (voice)
517 - 788-4695 (fax)

Abuse and Neglect

Average Monthly Cost
from 1/06 to 11/07

22913

Monthly Cost 25%

5723

Bids

-25%
both judges

-25%
one judge

I Brown

3750

2083

~~G Wright~~

~~4000~~

~~3000~~

S Dungan

4042

2021

~~T Raduazo~~

~~4167~~

~~2500~~

M Kelly

4400

2800

P Worth

5000

2500

S Dehncke

5000

2500

B Brandy

5958

New Monthly cost

17192 estimate without any additional charges or appeals

Delinquency

Average Monthly Cost
from 1/06 to 11/07

5217

Monthly Cost 50%

2608

Bids

~~B Brandy~~

~~1167~~

C McCord

1500

~~B Beer~~

~~1700~~

P Worth

1900

M Dungan

1995

I Brown

2000

G Wright

2000

B Barton

2400

New monthly cost

3400 Estimate without extra charges or appeals

THE CITY OF JACKSON TRANSPORTATION AUTHORITY



2350 EAST HIGH STREET
JACKSON, MICHIGAN 49203-3490
(517) 787-8363 FAX (517) 787-6833

January 11, 2008

Mr. Randy Treacher
County Administrator
120 W. Michigan Avenue
Jackson, MI 49201

RECEIVED

JAN 16 2008

JACKSON COUNTY
ADMINISTRATOR'S OFFICE

Dear Mr. Treacher,

Enclosed please find two copies of the transportation agreement between the Jackson Transportation Authority and the County of Jackson.

If you are in agreement with the terms outlined in the contract, please sign both copies and return one to me for our files.

Please contact me at 517-780-3790 if you have any questions or concerns.

Sincerely,

Cameron McCollum
General Manager\

Enc.

TRANSPORTATION AGREEMENT

AGREEMENT between the County of Jackson, of 120 West Michigan Avenue, Jackson, Michigan, 49201 ("County"), and the City of Jackson Transportation Authority, of 2350 East High Street, Jackson, Michigan 49203 ("Authority").

RECITALS

Authority has facilities and staff available to provide, by contract, rural and urban demand response transportation services to the County in areas outside of Jackson City boundaries.

County wishes to contract for rural demand response transportation service in specified areas of the County.

THEREFORE, County and Authority agree as follows:

- 1) That for the period beginning on January 1, 2008, and through the close of the business day on December 31, 2008, Authority will provide 5,200 hours of Demand Response Service (at an average of 100 hours per week) to residents in urban and rural areas of the County.
- 2) The service area and residents covered by this Agreement excludes the following:
 - a) Service to residents of the City of Jackson. These individuals are provided service by the Authority outside of this Agreement.
 - b) Service to persons who are ADA certified whose point of origin and destination are both within the defined $\frac{3}{4}$ mile Americans With Disabilities Act (ADA) fixed route corridor (the "ADA Corridor"). The current version of the ADA Corridor is shown on Attachment A, and is subject to change as provided by Federal Regulation. These individuals are provided service by the Authority outside of this Agreement.
 - c) Service to residents who are covered for service from the Authority under some other program funded by other agreements with the Authority, such as those with South Central Michigan Works or an agreement with a Township.
- 3) Subject to adjustments by the Authority based upon its determination of optimal availability and coordination of service, and up to the 5,200 hours, the scheduled service under this agreement will operate on Monday, Wednesday and Friday in the areas and during the times described in Attachment B.
- 4) Authority may determine and apply reasonable procedures to select and allocate the available service hours among the residents who request service.
- 5) The hours of service provided under this agreement include all time for which a vehicle and driver are on duty and available to provide scheduled service, whether or not passengers are actually in the vehicle.

- 6) County agrees to pay the Authority \$129,800 in 4 (four) equal payments of \$32,450. The first payment is due on March 31, 2008, the second payment is due on June 30, 2008, the third payment on September 30, 2008 and the final payment is due on December 31, 2008.
- 7) Authority shall appear before the County Personnel and Finance Committee monthly to present ridership data and other information related to the service being provided.
- 8) This agreement is effective as of January 1, 2008 and replaces all prior agreements between the parties.

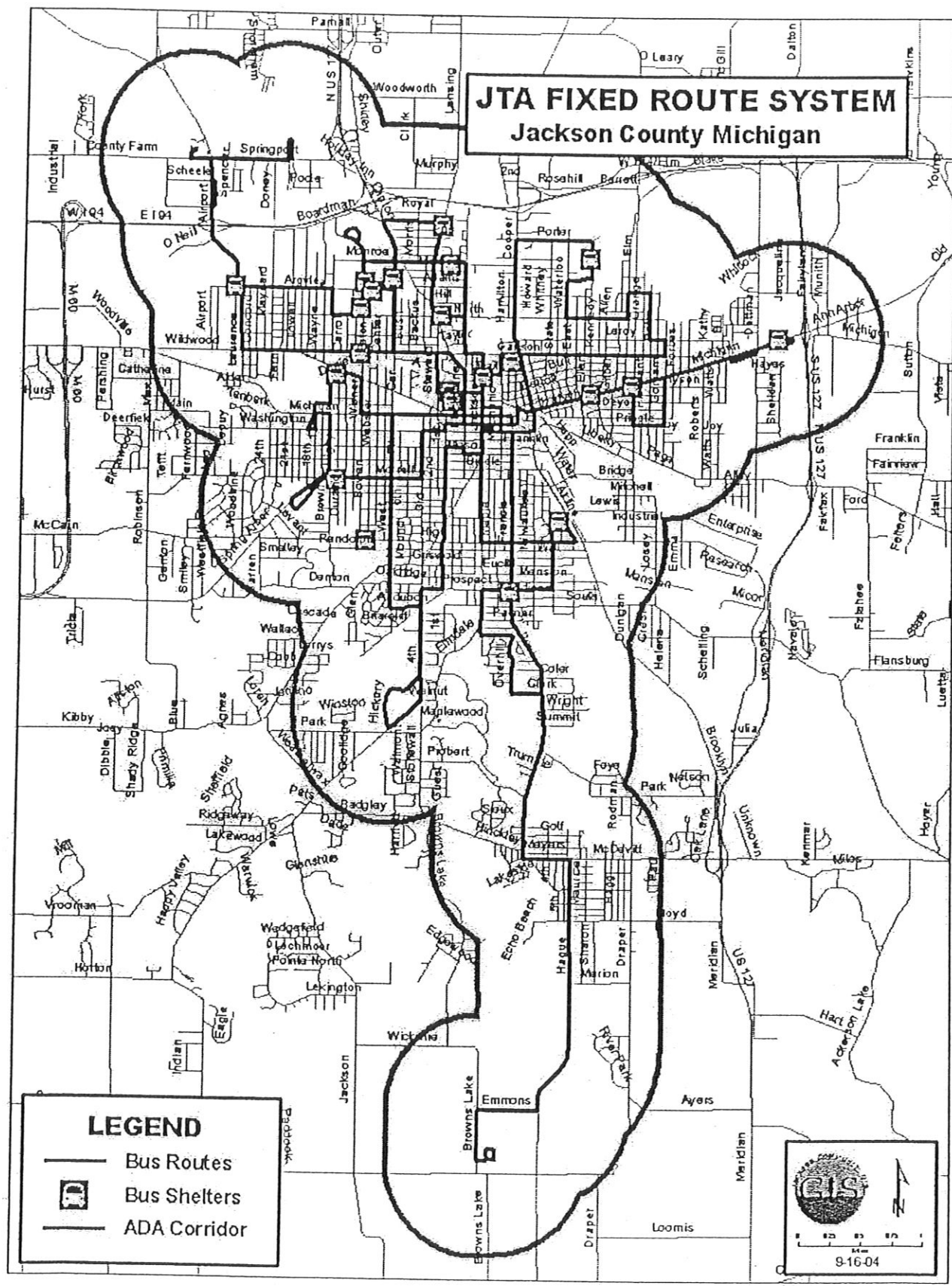
THE COUNTY OF JACKSON

By _____
Chairperson, County Board of Commissioners

By _____
County Clerk

**THE CITY OF JACKSON
TRANSPORTATION AUTHORITY**

By  _____
JTA General Manager



Urban and Rural Reserve-A-Ride Schedule

North West Quadrant

(Includes service to residents West of 127 and North of I-94)

Deviated Route Service

(Mon., Wed., Fri. Only)

6:00am to 8:00am

9:00am to 11:00am

1:00pm to 3:00pm

4:00pm to 6:00pm

(Destination and return locations may be limited to areas near or within the City due to time restraints. Boarding times may vary within the two hour time frame.)

North East Quadrant

(Includes service to residents East of 127 and North of I-94)

Deviated Route Service

(Mon., Wed., Fri. Only)

6:00am to 8:00am

9:00am to 11:00am

1:00pm to 3:00pm

4:00pm to 6:00pm

(Destination and return locations may be limited to areas near or within the City due to time restraints. Boarding times may vary within the two hour time frame.)

**CITY
OF
JACKSON**

**(RESERVATION SERVICE
AVAILABLE TO CITY
RESIDENTS MONDAY THROUGH
SUNDAY)**

Deviated Route Service

(Mon., Wed., Fri. Only)

6:00am to 8:00am

9:00am to 11:00am

1:00pm to 3:00pm

4:00pm to 6:00pm

(Destination and return locations may be limited to areas near or within the City due to time restraints. Boarding times may vary within the two hour time frame.)

Deviated Route Service

(Mon., Wed., Fri. Only)

6:00am to 8:00am

9:00am to 11:00am

1:00pm to 3:00pm

4:00pm to 6:00pm

(Destination and return locations may be limited to areas near or within the City due to time restraints. Boarding times may vary within the two hour time frame.)

South West Quadrant

(Includes service to residents West of 127 and South of I-94)

South East Quadrant

(Includes service to residents East of 127 and South of I-94)

From: Gerard Cyrocki
To: Randy Treacher
Date: 1/29/2008 5:23 PM
Subject: potential audit findings
Attachments: year end audit violations.xls

CC: Susanne Schweizer
Randy

Attached is a schedule of "potential audit findings " for the year ended December 31 , 2007. There are 2 sections to this listing: a) OVER BUDGET , b) FUND DEFICIT

The OVER BUDGET departments are presented for informational purposes.

The FUND DEFICIT funds will need to be addressed at some time in the near future.

I would suggest the following with respect to the FUND DEFICITS;

1) Golf Courses- already on P & F agenda

2) Soil Erosion- this operation reverts to Jackson County Health Dept on February 4 2008. It seems only fair that JCHD start operations at par (even steven). The projected deficit as February 4 will be about \$22,000. A transfer from the General Fund in 2008 for the actual deficit as of the start date (by JCHD) would eliminate the deficit.

3) Worker Compensation- this deficit will possibly be corrected as a result of January BOC budget adjustment for the indirect costs . In other words, there will not be a transfer from WC Fund (expense) to General Fund (revenue), thereby eliminating \$73,902 of expense from WC Fund. By possibly, I am assuming that 2008 activity will not result in any unexpected large claims.

please let me know if you have any questions.

Gerard

JACKSON COUNTY
POTENTIAL YEAR END AUDIT FINDINGS
(based on pre-closing financials)
December 31, 2007

OVERBUDGET

FUND 101-General

DEPARTMENT	ORG KEY	BUDGET	ACTUAL
Medical Examiner	101648	280,354	311,466

FUND 208-Parks

Parks Equipment	208717	189,327	202,560
Sparks Park	208728	105,843	110,250

FUND 208-Golf Courses

Cascades Golf Course	218700	550,299	559,427
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FUND 290-FIA

FIA Administration	290100	900,000	918,937
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FUND 292-Child Care

Youth Center	292664	1,279,388	1,300,699
Cooks	292665	120,101	121,256

FUND DEFICIT

	PROJECTED DEFICIT
FUND 208-Golf Courses	(70,000)
FUND 575-Soil Erosion	(19,023)
FUND 677-Worker Compensation	(19,065)

Commissioner Board Appointments – February 2008

<u>BOARD</u>	<u>NEW TERM EXPIRES</u>	<u>CURRENT MEMBER</u>	<u>APPLICANTS</u>	<u>COMMITTEE RECOMMENDED APPOINTMENTS</u>
<u>Hospital Finance Authority</u>				
1. One public member	12/31/08	Jason Sanders	Jason Sanders	Jason Sanders
<u>South Central Michigan Works!</u>				
1. One Commissioner member (alternate)	1/2009	Phil Duckham		
<u>Economic Development Corporation</u>				
1. One City Council member	2/2014	Martin Griffin	Martin Griffin	Martin Griffin