

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



BOARD OF COMMISSIONERS

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

ELECTED OFFICIALS

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

COUNTY STAFF

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

County Commission Agenda May 19, 2009

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
May 19, 2009
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 James C. Videto*
3. **PLEDGE OF ALLEGIANCE** – *by Chairman Steve Shotwell*
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS**
 - A. **Certificate of Achievement for Excellence in Financial Reporting** – The Certificate will be presented by Chairman Steve Shotwell and Administrator/Controller Randy Treacher.

Attachments:
*Certificate of Achievement for Excellence in Financial Reporting
 - B. **Animal Shelter – Spay/Neuter Committee Recommendation** – A presentation will be made by Deputy Administrator Adam Brown

Attachments:
*Spay/Neuter Committee Presentation
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS** – None.
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES** – None.
11. **MINUTES** - Minutes of the 4/21/09 Regular and 5/8/09 Special Meetings of the Jackson County Board of Commissioners

Attachments:
*4/21/09 Regular and 5/8/09 Special Meeting Minutes

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

A. **County Affairs**

1. **Airport – Grant with MDOT for Parcel Acquisition Runway 7-25 Safety Project Contract No. 2009-0414 Federal Project No. B-26-0051-2407**

Attachments:

*MDOT Grant

2. **Airport – Resolution (05-09.11) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract No. 2009-0414 (Federal Project No. B-26-0051-2407), Consultant Costs for Easement and Fee Acquisition of 24 Parcels of Land at the Jackson County Airport**

Attachments:

*Resolution (05-09.11)

3. **Equalization – 2009 Taxable Valuation Report**

Attachments:

*2009 Taxable Valuation Report

*Memo from Equalization Director dated 5/4/09

4. **Equalization – 2009 Millage Rate**

Attachments:

*2009 Millage Rate

B. **County Agencies** – None.

C. **Human Services**

5. **Department on Aging – 2008 Annual Report**

Attachments:

*Department on Aging 2008 Annual Report

6. **Animal Shelter – Spay/Neuter Committee Recommendation**

Attachments:

*Spay/Neuter Presentation

D. Personnel & Finance

7. Personnel Changes

- **Elimination of Legal Secretary Position in Family Division/Prosecutor's Office**
- **Elimination of a Maintenance 1 Position in Fleet/Facilities Operations**
- **Elimination of a Full-Time Executive Secretary Position and Creation of a Part-Time Secretary Position – Administrator/Controller's Office**
- **Elimination of a Full-Time Secretary Position and Creation of a Part-Time Secretary Position – Youth Center**

Attachments: None.

8. Claims – 4/1/09 – 4/30/09

13. STANDING COMMITTEES

A. County Affairs – *Commissioner Dave Lutchka*

1. Appointments

- a. **Land Bank Authority**, one elected township representative member, term to 4/2010
- b. **Employees Retirement System**, one Commissioner member, term to 5/2012 (Chair Appointment)
- c. **Veterans Affairs**, one Korean War member, term to 3/2013

Attachments:

*Commissioner Board Appointments

*Applications

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

None.

C. Human Services – *Commissioner Mike Way*

**2nd Reading
and Vote**

1. Health Department – Animal Shelter – Spay/Neuter Fees

Attachments:

*Memo from Environmental Health Director dated 4-8-09

2. **Medical Care Facility – Adopting an Early Retirement Option for Jackson County Medical Care Facility Employees**

Attachments:

*DHS Resolution and 3-31-09 Board Meeting Minutes

Administrator/Controller Comments:

The Human Services Board has requested that action on this item be postponed until June.

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

None.

14. **UNFINISHED BUSINESS – None.**

15. **NEW BUSINESS**

A. **Draft Policy Revisions**

1. **Personnel Policy 3100 – Department Head Selection Process** – Some revisions were made.
2. **Personnel Policy 3320 – CQI** – This policy is being deleted as it is not needed as a policy.
3. **Personnel Policy 3325 – Elected Officials/Employees Serving on Boards/ Commissions** – Some revisions were made.
4. **Personnel Policy 3350 – Administrator/Controller Succession** – Policy was reviewed but no changes were made.
5. **Administrative Policy 5190 – Credit Cards** - This is a new policy.

Attachments:

*Personnel Policies 3100, 3320, 3325, 3350

*Administrative Policy 5190

B. **Disband Ad Hoc Committee on Addressing Ordinance**

16. **PUBLIC COMMENTS**

17. **COMMISSIONER COMMENTS**

18. **CLOSED SESSION – None.**

19. **ADJOURNMENT**

Certificate of Achievement for Excellence in Financial Reporting

Presented to

County of Jackson
Michigan

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

December 31, 2007

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.



Michael R. Rott
President

Jeffrey L. Esser
Executive Director

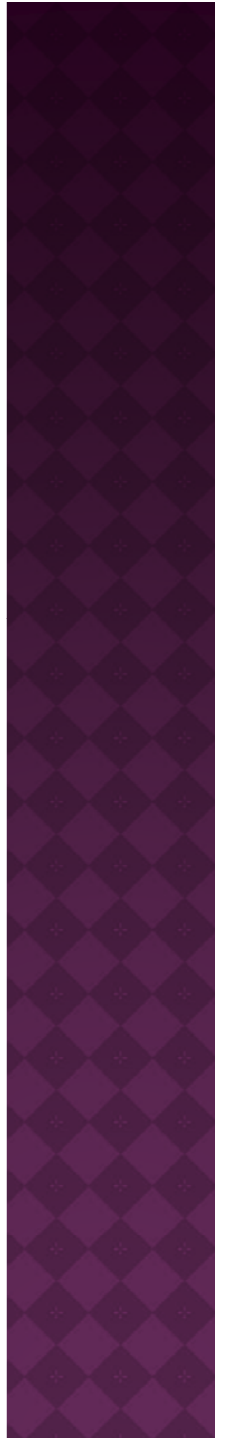


SPAY / NEUTER PROGRAM DESIGN TEAM

Presentation to
Jackson County Board of Commissioners

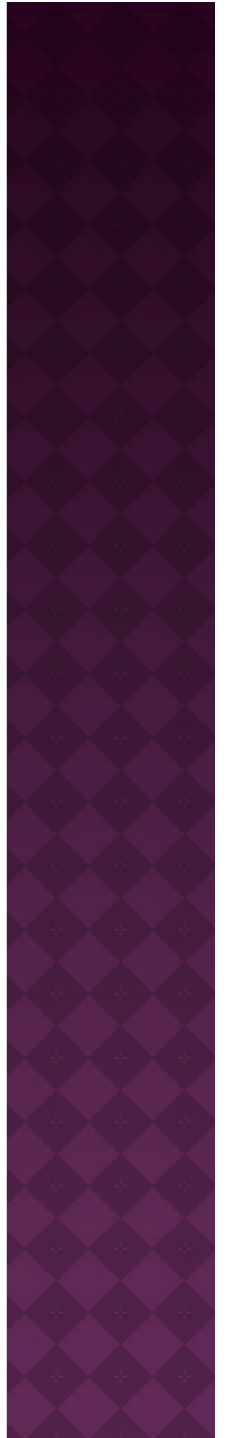
TEAM MEMBERS

- | | |
|--------------------|-----------------------|
| ◉ Michael Way | County Commissioner |
| ◉ Adam Brown | Deputy Administrator |
| ◉ Judy Dynnik | JCVAPS |
| ◉ Janette Mraz | Animal Rescue Friends |
| ◉ Debbie Drouin | Animal Shelter |
| ◉ Lynne Bolenbaugh | Citizen Member |
| ◉ Steve Hall | Environmental Health |



OBJECTIVE AND SCOPE

The Jackson County Board of Commissioners has requested that a design team be formed for the purpose of construction a new program to promote the spaying and neutering of animals released from the Jackson County Animal Shelter. Currently, there is no program. Commissioners and citizens believe that animals are not being sterilized and are repopulating the county beyond the county's current ability to control the population. The county has some money available to begin the program. The team is charged with developing a sustainable program, beginning at the time of adoption that optimizes the number of animals leaving the facility that are spayed or neutered.





POPULATION CONTROL

An unspayed cat,
her mate and all of
their offspring,
producing 2 litters
per year with just
2.8 surviving kittens
per year can total:

⊙ 1 year	12
⊙ 2 years	67
⊙ 3 years	376
⊙ 4 years	2,107
⊙ 5 years	11,801
⊙ 6 years	66,088
⊙ 7 years	370,092
⊙ 8 years	2,072,514
⊙ 9 years	11,606,077

Female dog can produce even
more offspring than cats.



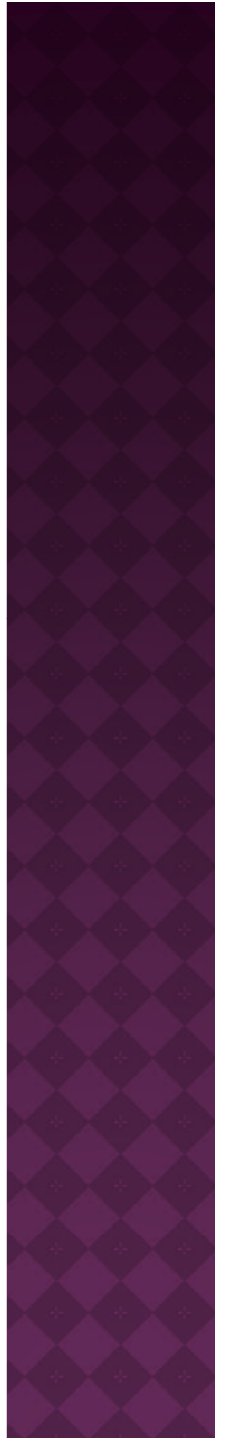
JACKSON COUNTY DATA

◉ Adopted Dogs	316
◉ Transferred	268
◉ Euthanized Dogs	787
◉ Adopted Cats	503
◉ Transferred Cats	99
◉ Euthanized Cats	1,725

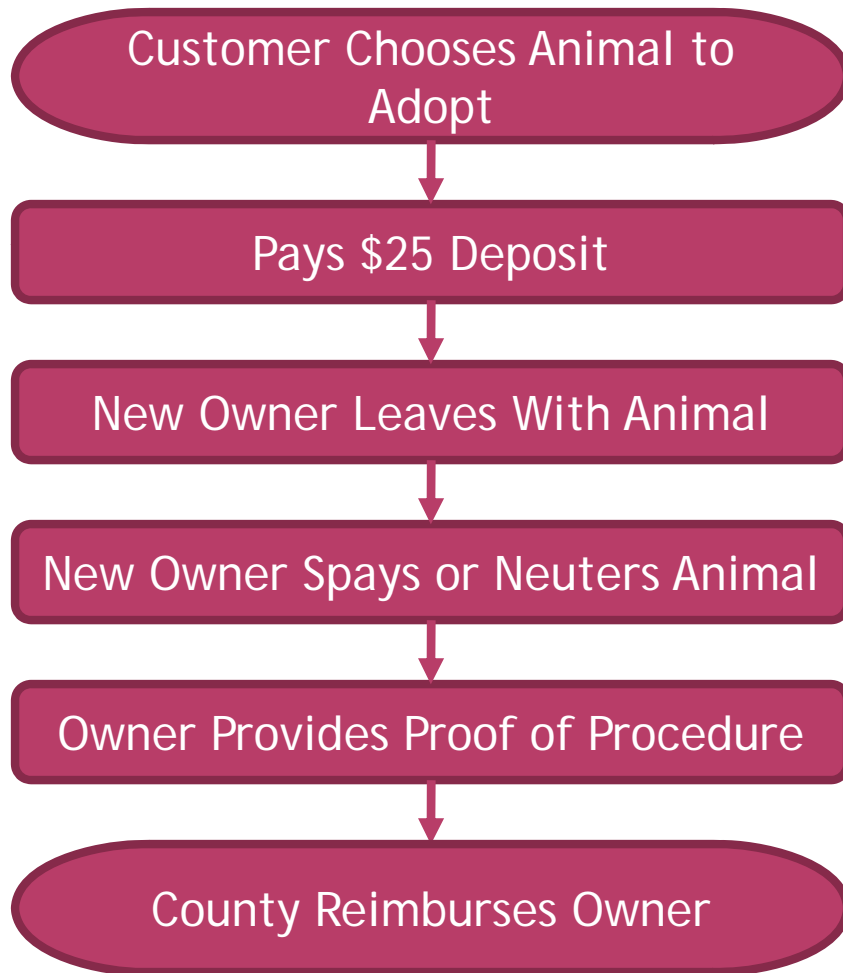
819 Adoptions

279 Refunds

◉ Compliance Rate: Approximately 34%



CURRENT VOUCHER PROGRAM



- Very few redemptions
- Some just aren't claimed
- Most, we suspect, are not sterilized
- Fund is growing
 - \$84,546

Program is not working.



CUSTOMER REQUIREMENTS

Healthy Animals

Clean

Spayed or Neutered

Timely Adoption

Knowledgeable Staff

On-Site Licensing

Available

Animal Adopters



CUSTOMER REQUIREMENTS

Low Stray Population
No Additional Tax Burden
No Public Health or Safety
Threat

Citizens

DESIRED PERFORMANCE LEVEL

- ◉ All (100%) leave shelter spayed or neutered
- ◉ All have appropriate shots
- ◉ All licensed
- ◉ No additional tax burden,
- ◉ Self-sustaining program
- ◉ Stray population not a public health or safety threat
- ◉ Quick turn around from time adopted to taking home the new pet

RANGE OF INVOLVEMENT



High

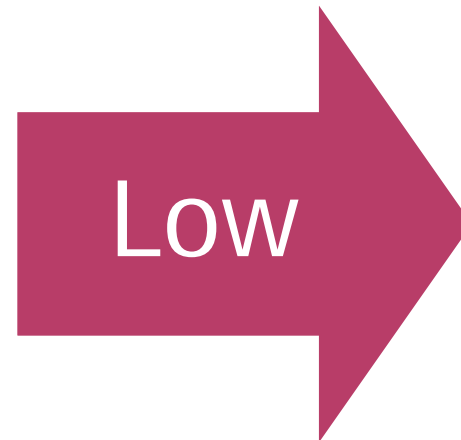


Low

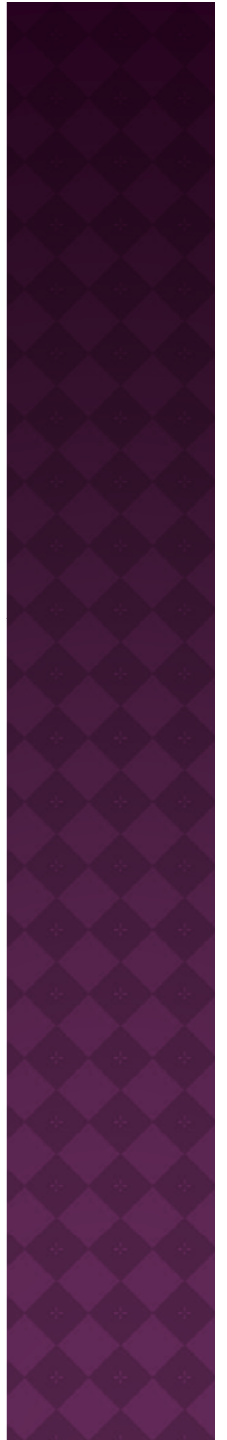
EFFECTIVENESS



High



Low

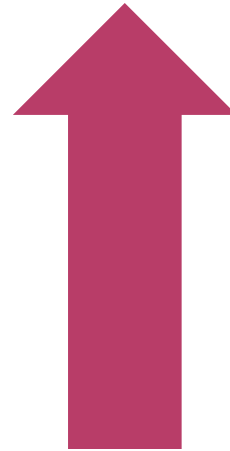


ISSUES

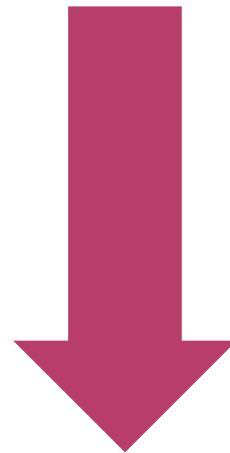
- ⦿ Can't perform surgery if animal is too young
- ⦿ Can't perform surgery if animal is not healthy
- ⦿ Can't perform surgery when animals are in season or nursing
- ⦿ Not in compliance with state regulations for follow-up

ALTERNATIVES

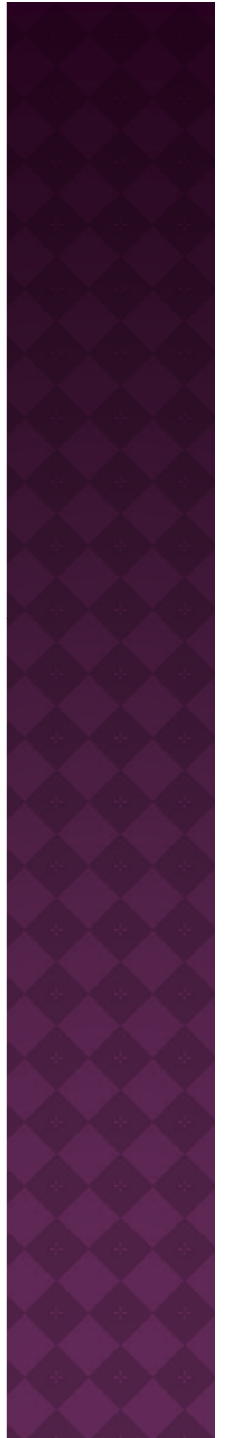
1. In-House Spay Neutering
2. Contracted Out Spay Neutering
3. Amended Voucher Program



High
Involvement



Low
Involvement



IN-HOUSE PROGRAM

- ◉ Renovate the back building to create a surgical suite using:
 - Spay/neuter fund
 - In-kind services
 - Grants or Contributions
- ◉ Contract with a veterinarian to come on-site and perform surgeries.
 - Estimating 10-15 hours per week
 - Paid for through spay/neuter fund
- ◉ Gradually increase adoption fees over the next three years, drawing down the fund, until full cost recovery is reached.

SURGICAL SUITE CAPITAL COSTS

Sample Equipment List

Product Description	Price
ANES GASVAC SGL STATION	\$ 600.00
PUMP IV VET FOR HOSPIRA	\$ 873.00
IV STAND 2 HOOK ECONOMY	\$ 43.53
CLIPPER ARCO CHAMPAGNE	\$ 127.86
INSTRU STAND MAYO	\$ 85.65
STOOL 5-LEG MUST SPECIFY	\$ 143.18
SURG TBL FLAT ELECTRIC VSSI	\$ 1,785.45
AUTOCLAVE TUT 9X18	\$ 2,790.12
ANESTHESIA CDS9000 SMALL	\$ 1,859.58
ANES VAP T3 ISO FUNNEL	\$ 993.07
LIGHT AIM-100 SINGLE CEILING MNT BUR	\$ 2,284.09
Butler Private Label Spay Pack	\$544.21
	\$12,129.74

Total Estimated Cost: \$35,000

○ Facility Upgrades

- HVAC
- Cabinetry
- Flooring
- Plumbing

○ Costs paid by

- Grants/In-kind
Services/Contributions
- Spay/Neuter Fund

No General Fund Money
Would Be Used

IN-HOUSE PROGRAM

Driving Forces

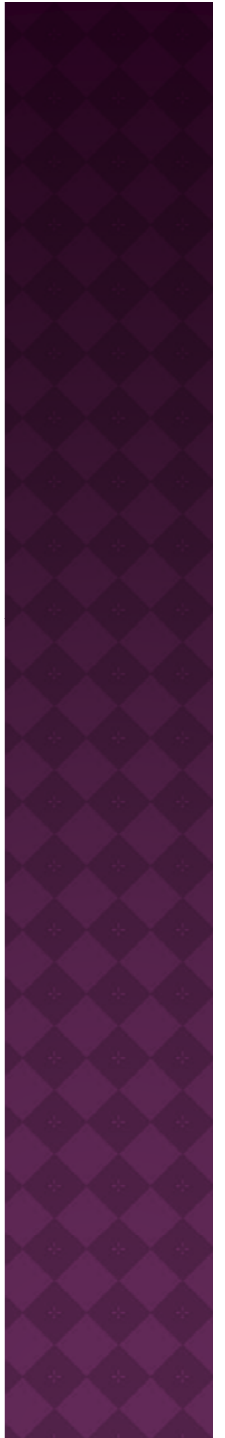
- ◉ Easier on animals
- ◉ No transportation logistics, cost, or liability
- ◉ Quicker turn-around
- ◉ MSU or Baker College may donate services
- ◉ Can vaccinate (rabies)
- ◉ On-site vet to address other issues
- ◉ Cheaper than contracting out
- ◉ Already have facility
- ◉ Building will be used

Restraining Forces

- ◉ Cost of veterinarian
- ◉ Cost of surgical suite
- ◉ Ongoing maintenance
- ◉ Can't start immediately
- ◉ Can't sterilize animals too young or unhealthy

CONTRACTING OUT

- ◉ Solicit one or more veterinarians to perform surgeries at their facilities.
- ◉ Transport animals to other facility and back.
- ◉ Gradually increase adoption fees over the next three years, drawing down the fund, until full cost recovery is reached.



CONTRACTING OUT

Driving Forces

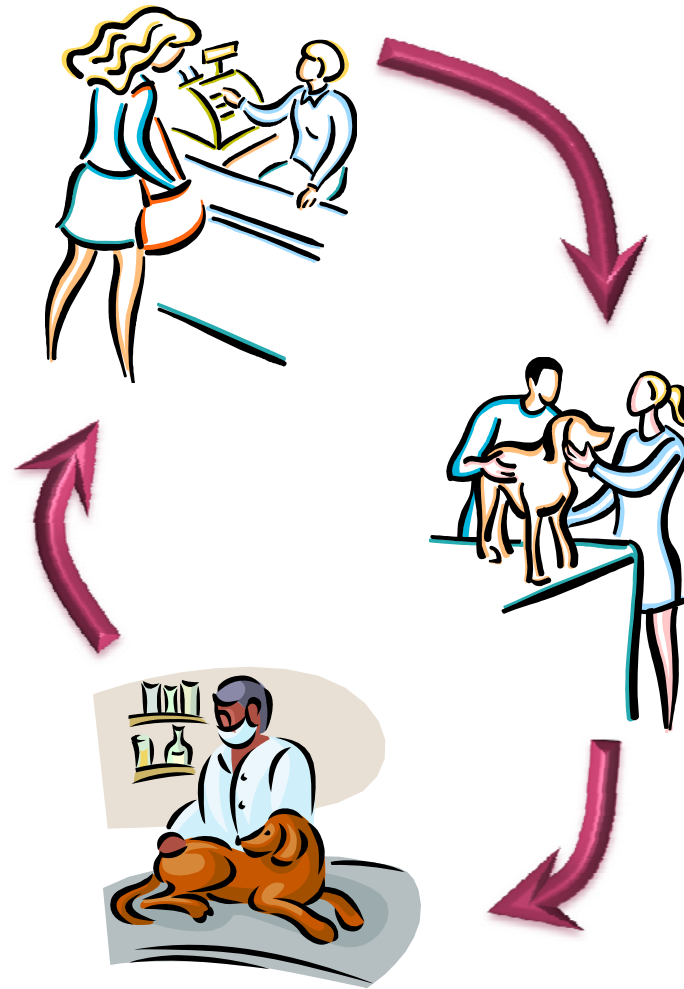
- ◉ Can start sooner
- ◉ No up-front cost for facility
- ◉ No ongoing maintenance costs for facility and instruments
- ◉ Can vaccinate (although safer to vaccinate at different time)

Restraining Forces

- ◉ Increased per animal cost (excluding capital costs)
- ◉ Transporting animal costly
- ◉ Animals are vulnerable in travel
- ◉ No on-site vet to look at other potential issues in the shelter
- ◉ Longer time from adoption to take home
- ◉ Can't sterilize animals too young or unhealthy

AMENDED VOUCHER PROGRAM

- ◉ Adopter pays half of cost up front
- ◉ Adopter receives voucher to take to participating veterinarians
- ◉ Adopter gives veterinarian voucher
- ◉ Veterinarian performs surgery
- ◉ Veterinarian turns in voucher to the county for reimbursement



AMENDED VOUCHER PROGRAM

Driving Forces

- ◉ Promotes private sector business
- ◉ No capital costs or ongoing maintenance

Restraining Forces

- ◉ Lowest compliance rate
- ◉ Voucher system will create some work from administrative services

OTHER COUNTIES

- ◉ County animal shelter are almost all moving towards in-house surgical suite after trying contracting out or voucher program
 - Kent County
 - Livingston County
- ◉ Logistics of transporting animals difficult
 - Volunteers transporting were unreliable
- ◉ Counties determined they can do it cheaper in-house

RECOMMENDATION

In-House Program Utilizing Vouchers

- ◉ Renovate the back building to create a surgical suite.
 - Use spay/neuter fund
 - In-kind services
 - Grants
- ◉ Contract with a veterinarian to come on-site and perform surgeries.
- ◉ Gradually increase adoption fees over the next three years, drawing down the fund, until full cost recovery is reached.
- ◉ Provide vouchers for animals that are unhealthy or too young

RECOMMENDATION CONT.

- ◉ Entirely self-sustaining
- ◉ No general county tax revenue
- ◉ Some of the fund can be set aside to do community spays/neuters through the voucher program
 - MDA has given verbal approval

VETERINARIAN ENDORSEMENT

- ◉ MDA vets verbally expressed support
 - During recent inspection they were shown the facility and were told the concept
- ◉ Local Veterinarians Supportive
 - Met with veterinarians - supportive of recommended approach
 - Sean Nowicki - Columbia Animal Clinic
 - Sue Sayles - Brooklyn Rd. Vet Clinic
 - Cathy Anderson - Last Chance Rescue
 - Ruth Barthel - Grass Lake Animal Hospital
 - Melissa Owings - Kibby Park Animal Hospital

RECOMMENDATION

Team Recommendation

- ◉ In-House Program - Voucher Assistance
 - On-site Surgical Suite Using
 - Spay/neuter fund
 - In-kind services
 - Grants or Contributions
 - Voucher for animals too young or unhealthy

WHERE DO WE GO FROM HERE

- ◉ Board of Commissioners support recommended alternative or other
- ◉ Team will create detailed program design
- ◉ Jackson veterinarians have agreed to assist in an advisory committee to help create the surgical suite

MINUTES
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
April 21, 2009
7:00 p.m.
County Commission Chambers

1. **CALL TO ORDER** – Chairman Shotwell called the April 21, 2009 meeting of the Jackson County Board of Commissioners to order at 7:03 p.m.
2. **INVOCATION** – *by Commissioner Earl J. Poleski*
3. **PLEDGE OF ALLEGIANCE** – *by Chairman Steve Shotwell*
4. **ROLL CALL** – *County Clerk Amanda Riska*

(12) Present. Commissioner Herl, Lutchka, Kruse, Duckham, Poleski, Videto, Mahoney, Williams, Smith, Way, Elwell and Shotwell.

5. **APPROVAL OF AGENDA**

Commissioner Poleski asked that item 15. C. the Ramco-Gershenson Purchase Agreement Extension and 15. D. Agreement to Exchange Property – City of Jackson/County Fair be removed. He asked that item 15. F. Easement Request for Consumers Energy – Airport be added.

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

6. **AWARDS & RECOGNITIONS**

A. **Resolution (04-09.10) Honoring Jim Guerriero, Parks Director, Upon His Retirement**

Moved by Lutchka, supported by Mahoney to Adopt Resolution (04-09.10) Honoring Jim Guerriero, Parks Director, Upon His Retirement. Roll Call: (12) Yeas. Motion carried unanimously.

B. **Proclamation (04-09.03) – Parks Volunteers Recognition Day**

Moved by Videto, supported by Mahoney to Adopt Proclamation (04-09.03) – Parks Volunteers Recognition Day. Motion carried unanimously. Chairman Shotwell presented the Proclamation.

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

Judy Reynolds expressed her appreciation for Jim Guerriero and the new director, Brandon Ransom. She invited all Commissioners to the National Day of Prayer.

Paul Overeiner expressed his willingness to serve on the Emergency Management Advisory Council.

Nancy Seydell commended the service of Jim Guerriero.

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

11. **MINUTES**

Minutes of the 3/17/09 Regular and 4/10/09 Special Meetings of the Jackson County Board of Commissioners

Moved by Poleski, supported by Way to Approve the Minutes of the 3/17/09 Regular and 4/10/09 Special Meeting of the Jackson County Board of Commissioners.

12. **CONSENT AGENDA**

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

A. County Affairs

1. **Register of Deeds 2008 Annual Report**
2. **2009 Equalization Report**
3. **Approval of Imprest Cash for the 2009 Parks Season in the Amount of \$1,850**
4. **Fair – Approval for Wheels of Thunder LLC of Jackson, Michigan, to serve beer at their event to be held on June 12-13, 2009 at the Jackson County Fairgrounds**

B. County Agencies

5. **Friend of the Court – Request for Funding of Additional Image Soft Licenses**

C. Human Services

6. **Health Department – Michigan Abstinence Program Grant Agreement – 2009**
7. **Health Department – Hearing and Vision Staffing Change**

D. Personnel & Finance

8. **Resolution (04-09.8) Adopting Amendment No. 1 to the County of Jackson Second Amended and Restated Section 125 Cafeteria Plan**
9. **Retention Schedule – Human Resources**

10. **Sheriff - Deletion of a Sergeant Position**

11. **Budget Adjustments**

- Moving Animal Control Expenses from Animal Shelter
- Health Department Budget Adjustments

12. **Claims** - 2/1/09 – 2/28/09 and 3/1/09 – 3/31/09

13. **STANDING COMMITTEES**

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

1. Appointments

a. **Emergency Management Advisory Council, terms to 4/2011**

- two public members
- one Commissioner member – **Cliff Herl**
- Sheriff or representative – **Dan Heyns**
- City Police Chief or representative – **Aaron Kantor**
- City Fire Chief or representative – **Doug Millican**
- Michigan State Police or representative – **James Shaw**
- Township Fire Chief – **James Hesselgrave**
- Township Police Chief – **Michael Curry**
- Emergency Medical Services Provider – **Dirk Borton**
- Jackson County Medical Control representative – **Jill Glair**

Commissioner Lutchka stated that the committee recommended Scott Krebill and Paul Overeiner for the two public members. No other nominations from the floor. *Scott Krebill and Paul Overeiner appointed.*

Commissioner Lutchka stated that the remaining appointments are designated and should be appointed as stated in the packet. Moved by Lutchka, supported by Mahoney to accept slate as printed in the packed. Motion carried unanimously.

b. **Jury Board, term to 4/2015**

- one public member

Commissioner Lutchka stated that the committee recommended Leanna Hildebrandt. No other nominations from the floor. *Leanna Hildebrandt appointed.*

c. **Parks, term to 2/2010**

- one Region 2 Planning Commission Representative

Commissioner Lutchka stated that the committee recommended Gail Mahoney. No other nominations from the floor. *Gail Mahoney appointed.*

d. **Region 2 Area Agency on Aging, terms to 4/2011**

- one public member
- one Commissioner member

Commissioner Lutchka stated that the committee recommended Lauren Grinage. No other nominations from the floor. *Lauren Grinage appointed*

Commissioner Lutchka stated that the committee recommended Pat Smith. No other nominations from the floor. *Pat Smith appointed.*

B. County Agencies – Commissioner Gail W. Mahoney

None.

C. Human Services – Commissioner Mike Way

1. Health Department – Animal Shelter – Spay/Neuter Fees

1st Reading – No action taken.

D. Personnel and Finance – Commissioner James Videto

None.

14. UNFINISHED BUSINESS – None.

15. NEW BUSINESS

A. Draft Policy Revisions

- 1. Personnel Policy 3120 – Employer Provided Automobiles** – This policy has been replaced by Vehicles Policy 7030
- 2. Personnel Policy 3130 – Mileage** – This policy has been replaced by Vehicles Policy 7060
- 3. Personnel Policy 3260 – Flexible Spending Accounts**
- 4. Personnel Policy 3280 – Employee Recognition**
- 5. Personnel Policy 3285 – Recognition of County Retirees**

Moved by Mahoney, supported by Herl to Adopt Policies 3120, 3130, 3260, 3280, and 3285. Roll Call: (12) Yeas. Motion carried unanimously.

B. Proposed Revision to Addressing Ordinance

Moved by Elwell, supported by Videto to Adopt Proposed Revisions to Addressing Ordinance. Roll Call: (12) Yeas. Motion carried unanimously.

~~C. Ramco-Gershenson Purchase Agreement Extension~~

~~Administrator/Controller Comment: No attachments are available yet as legal counsel is still negotiating the terms of the agreement.~~

~~D. Agreement to Exchange Property – City of Jackson/County Fair~~

E. Authorization for Additional Travel Allowance by a Member of the Board of Commissioners, Policy 4160, Section 17.4

Administrator/Controller Comment: This is a request to increase the travel allowance for Commissioner Mahoney by an additional \$2,000.

Moved by Mahoney, supported by Duckham for Authorization for Additional Travel Allowance by a Member of the Board of Commissioners, Policy 4160, Section 17.4. Motion carried unanimously.

F. Easement Request for Consumers Energy – Airport

Moved by Lutchka, supported by Duckham to Approve the Easement Request for Consumers Energy for the Airport. Motion carried unanimously.

G. Set Date for Special Meeting of the Board of Commissioners for May 8th.

Moved by Poleski, supported by Mahoney to Set the Date of the Special Meeting of the Board of Commissioners for May 8th. Motion carried unanimously.

16. PUBLIC COMMENTS

Paul Overeiner thanked the Board for his appointment.

16. COMMISSIONER COMMENTS

Cmr. Williams reminded the Commissioners about the High Speed Rail Conference. He commented that the townships were concerned that the metro park system would reward one municipality over another.

Cmr. Videto expressed appreciation for Jim Guerriero and the Parks volunteers.

Cmr. Herl stated that the census group is being formed to ensure the best results beginning April 28th.

Cmr. Poleski expressed appreciation for the spay/neuter group's work.

Cmr. Way updated the Board on the progress of the spay/neuter committee.

17. CLOSED SESSION –Held in room 101 from 6:30 p.m. – 7:00 p.m. to discuss an attorney's opinion regarding the Solid Waste Ordinance.

19. ADJOURNMENT

Chairman Shotwell adjourned the February 17, 2009 meeting of the Jackson County Board of Commissioners at 7:42 p.m.

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

Amanda L. Riska – County Clerk

Respectfully submitted by Carrienne VanDusseldorp – Chief Deputy County Clerk

**JACKSON COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
Friday, May 8, 2009
6th Floor Conference Room – Tower Building
7:30 a.m.**

1. CALL TO ORDER

Chairman Shotwell called the Special Meeting of the Jackson County Board of Commissioners to order at 7:30 a.m.

2. ROLL CALL Chief Deputy County Clerk – Carrienne VanDusseldorp

(10) Present: Commissioners Herl, Lutchka, Kruse, Duckham, Poleski, Videto, Mahoney, Williams, Smith, and Elwell. (2) Absent: Commissioners Way and Williams. Commissioner Williams appeared at 7:50 a.m.

3. PUBLIC COMMENT

None.

4. FAIR – LAND SWAP WITH CITY OF JACKSON

Moved by Lutchka, supported by Herl to approve the land swap with the City contingent on the land release at the airport and appropriate remediation on the contamination. Voice vote. Motion carried unanimously.

5. RAMCO-GERSHENSON SECOND AMENDED PURCHASE AGREEMENT

Moved by Lutchka, supported by Elwell to approve the second amendment purchase agreement. Motion carried unanimously.

6. PUBLIC COMMENT

None.

7. ADJOURN

Chairman Shotwell adjourned the May 8, 2009, Special Meeting of the Jackson County Board of Commissioners at 7:52 a.m.

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

Amanda L. Riska – Jackson County Clerk

Respectfully submitted by Carrienne VanDusseldorp – Chief Deputy County Clerk



J X N

Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

April 20, 2009

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

FROM: Kent Maurer, Airport Manager *Kent Maurer*

RE: Grant with MDOT for Parcel Acquisition Runway 7-25 Safety Project

Contract No. 2009-0414 Federal Project No. B-26-0051-2407

I am requesting County Commission approval of the referenced Sponsor Contract (and separate Resolution) with MDOT – Aeronautics for a total of \$282,000.00 to provide grant monies for consultant costs associated with acquisition of easements or fee purchases of approximately 24 parcels of land associated with the Runway 7-25 Safety Area project. The match amounts are \$225,600.00 Federal; \$49,350.00 State; and, \$7,050 Local.

NOTE: This grant is associated with the Mead and Hunt contract for professional services that the Board of Commissioners approved on April 10, 2009.

I am requesting that this matter be forwarded to the County Board of Commissioners for consideration at their May 19, 2009 meeting.

RESOLUTION # _____
AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS
CHAIR, James E. Shotwell, Jr. TO SIGN MDOT CONTRACT
#2009-0414 (FEDERAL PROJECT #B-26-0051-2407),

Consultant Costs For Easement and Fee Acquisition of 24 Parcels of Land
AT THE JACKSON COUNTY AIRPORT

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

WHEREAS, continued progress in building this new runway with safety areas requires land consultant services including appraisals, surveys, environmental assessment and engineering services; and

WHEREAS, grant funds in the amount of \$282,000.00 (Federal \$225,600.00; State \$49,350.00 and County \$7,050.00) have been granted by the Michigan Aeronautics Commission to the Jackson County Airport – Reynolds Field and are in the public interest; and,

WHEREAS, completion of these tasks are necessary and prudent in order to construct new runway 7-25 as detailed on the Jackson County Airport – Reynolds Field Airport Layout Plan; and,

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

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

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

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

RESOLUTION _____ AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS
CHAIR,
James E. Shotwell, Jr. TO SIGN MDOT CONTRACT
#2009-0414 (FEDERAL PROJECT # B-26-0051-2407),

James E. Shotwell, Jr.
County Board Chairman

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on June 17, 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.



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

April 10, 2009

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-26-0051-2407
MDOT Contract No. 2009-0414

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

- _____ **PLEASE DO NOT DATE THE CONTRACTS.** MDOT will date the contracts when they are executed. (A contract is **not** executed unless both parties have signed it.)
- _____ Secure the necessary signatures on **both** contracts.
- _____ **Include a certified resolution/authorization that specifically names the official(s) authorized to sign the contract.** One must be submitted even though you may have submitted one to us in the past.
- _____ If applicable, please provide any credit documentation to the project manager as soon as possible.
- _____ Return **both** copies of the contract to my attention at the address below for execution by MDOT. In order to meet the scheduled project start date and/or timely processing of project costs, **please return the contract by May 12, 2009.** 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 5-5-09

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 April 3, 2009, attached hereto and made a part hereof.

PROJECT DESCRIPTION: LAND ACQUISITION CONSULTANT COSTS FOR PARCELS 87, 88, 89, 94, 95, 96, 100-109; AND RELOCATION ASSISTANCE COSTS FOR PARCEL 86. THIS WORK IS 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-26-0051-2407, 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	\$225,600.00
Maximum DEPARTMENT Share	\$49,350.00
SPONSOR Share	<u>\$7,050.00</u>
<i>Estimated</i> PROJECT COST	\$282,000.00

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-26-0051-2407

FM-38-01-LAND

03-Apr-09

	Federal	State	Local	Total
ADMINISTRATION	\$8,000	\$1,750	\$250	\$10,000
DEPARTMENT - AERO	\$8,000	\$1,750	\$250	\$10,000
LAND	\$192,000	\$42,000	\$6,000	\$240,000
Land acquisition consultant costs for parcels 87, 88, 89, 94, 95, 96, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109. Relocation assistance for parcel 86 (tenant).				
Parcel Cost (Estimate)	\$0	\$0	\$0	\$0
Relocation Assistance (est)	\$21,600	\$4,725	\$675	\$27,000
Closing Cost	\$0	\$0	\$0	\$0
Consultant Costs				
Exhibit A Cost	\$1,600	\$350	\$50	\$2,000
Phase 1 ESA Cost	\$11,200	\$2,450	\$350	\$14,000
Coordination/Documentation	\$22,400	\$4,900	\$700	\$28,000
Preliminary Interview Cost	\$8,800	\$1,925	\$275	\$11,000
Acquisition/Closing Cost	\$20,000	\$4,375	\$625	\$25,000
Appraisal Cost	\$56,800	\$12,425	\$1,775	\$71,000
Appraisal Review Cost	\$18,400	\$4,025	\$575	\$23,000
Relocation Cost	\$8,800	\$1,925	\$275	\$11,000
Demolition Cost	\$0	\$0	\$0	\$0
Title Costs	\$2,400	\$525	\$75	\$3,000
Exhibit X Cost	\$3,200	\$700	\$100	\$4,000
Survey Cost	\$16,800	\$3,675	\$525	\$21,000
Miscellaneous Cost	\$0	\$0	\$0	\$0
Condemnation Attorney/Expert Witness	\$0	\$0	\$0	\$0
DESIGN				
CONSTRUCTION				
CONTINGENCIES				
Funding Contingencies	\$25,600	\$5,600	\$800	\$32,000
TOTAL PROJECT BUDGET	\$225,600	\$49,350	\$7,050	\$282,000

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 of leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

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

(Revised October 1, 2005)

APPENDIX C

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

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

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

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

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

Airport Name: Jackson County-Reynolds Field
Associated City: Jackson, Michigan
Project No: B-26-0051-2407

APPENDIX F

SPECIAL CONDITIONS

1. **RUNWAY PROTECTION ZONES** The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
 - a. **Existing Fee Title Interest in the Runway Protection Zone.**
The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map, except for nav aids that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
 - b. **Existing Easement Interest in the Runway Protection Zone.**
The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
 - 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 is agreed 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 projected 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.

APPENDIX G

June 1, 2001

Prime Consultant Statement of DBE Subconsultant Payments

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

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

COMMENTS:

CONTRACT ADMINISTRATOR (Signature)	DATE:
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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 (05-09.11)
AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS
CHAIR, James E. Shotwell, Jr. TO SIGN MDOT CONTRACT
#2009-0414 (FEDERAL PROJECT #B-26-0051-2407),

Consultant Costs For Easement and Fee Acquisition of 24 Parcels of Land
AT THE JACKSON COUNTY AIRPORT

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

WHEREAS, continued progress in building this new runway with safety areas requires land consultant services including appraisals, surveys, environmental assessment and engineering services; and

WHEREAS, grant funds in the amount of \$282,000.00 (Federal \$225,600.00; State \$49,350.00 and County \$7,050.00) have been granted by the Michigan Aeronautics Commission to the Jackson County Airport – Reynolds Field and are in the public interest; and,

WHEREAS, completion of these tasks are necessary and prudent in order to construct new runway 7-25 as detailed on the Jackson County Airport – Reynolds Field Airport Layout Plan; and,

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

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

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

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

RESOLUTION (05-09.11) AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS
CHAIR,
James E. Shotwell, Jr. TO SIGN MDOT CONTRACT
#2009-0414 (FEDERAL PROJECT # B-26-0051-2407),

James E. Shotwell, Jr.
County Board Chairman
May 19, 2009

STATE OF MICHIGAN)
) ss
COUNTY OF JACKSON)

I, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on May 19, 2009 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

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L-4046

Michigan Department of Treasury
2795 (Rev. 4-04)

Taxable Valuations, JACKSON COUNTY Page 1 of 2

Issued under the General Property Tax Act, Section 211.27d. Filing is mandatory.

Read the instructions below before completing this form.

Statement of taxable valuation in the year 2009. File this form with the State Tax Commission on or before the fourth Monday in June.

Real Property Taxable Valuations as of the Fourth Monday in May. (Do not Report Assessed Valuations or Equalized Valuations on This Form.)							
Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
Blackman Charter	4,487,457	171,909,590	42,445,625	237,358,365	0	988,275	457,189,312
Columbia	9,532,326	25,972,098	3,756,993	299,535,406	0	1,692,509	340,489,332
Concord	11,874,466	3,907,230	1,629,438	53,415,578	0	179,052	71,005,764
Grass Lake Charter	10,182,277	9,850,297	8,385,092	181,622,588	0	-	210,040,254
Hanover	11,105,398	2,454,083	847,707	103,951,726	0	0	118,358,914
Henrietta	8,749,892	3,104,385	546,107	119,526,367	0	498,676	132,425,427
Leoni	9,136,959	59,654,008	11,641,045	295,342,614	0	-	375,774,626
Liberty	9,444,971	2,131,218	626,288	96,385,496	0	-	108,587,973
Napoleon	5,539,591	9,519,763	11,750,355	183,078,977	0	37,362	209,926,048
Norvell	9,149,190	2,310,817	128,760	108,037,281	0	0	119,626,048
Parma	8,605,823	6,442,887	901,021	47,309,004	0	0	63,258,735
Pulaski	14,159,370	905,511	165,437	30,410,547	0	0	45,640,865
Rives	14,503,486	3,307,880	1,247,198	92,967,951	0	0	112,026,515
Sandstone	13,907,331	4,079,990	14,078,354	90,441,285	0	0	122,506,960
Spring Arbor	9,264,133	15,011,777	2,005,588	167,901,881	0	0	194,183,379
Springport	13,459,035	1,854,883	1,241,938	27,051,385	0	0	43,607,241
Summit	871,461	69,820,476	14,357,130	530,873,393	0	3,577,679	619,500,139
Tompkins	10,851,506	723,830	544,980	48,818,720	0	0	60,939,036
Waterloo	8,353,483	5,703,334	1,070,161	84,639,527	0	0	99,766,505
City of Jackson	0	196,333,654	125,399,758	353,941,043	0	0	675,674,455
Total for County	183,178,155	594,997,711	242,768,975	3,152,609,134	0	6,973,553	4,180,527,528

0

INSTRUCTIONS: This form is used to report total Taxable Valuations, broken down by classification, for each township and city within the county. The Taxable Valuations reported here are the final Taxable Valuations as of the fourth Monday in May, NOT the Tentative Taxable Valuations. Final Taxable Valuations may be different from Tentative Taxable Valuations when a township or city receives a county and/or state equalization factor more or less than was used to calculate Tentative Taxable Valuations.

NOTE: Where there is a partial Homeowner's Principal Residence Exemption or partial qualified agricultural property exemption, split the taxable value between Homeowner's Principal Residence (column 10) and Non-Homestead (column 13).

Report the Taxable Valuations for the six classifications of real property in columns 1 through 6 on page 1. Then enter the Total Taxable Valuations for real property in column 7 on page 1.
Report the Taxable Valuations for personal property in column 8, page 2.
Add the total Taxable Valuations for real property (column 7, page 1) and personal property (column 8, page 2) and enter in column 9 on page 2.
Report the total taxable Valuations of entire township or city for Homowner's Principal Residence, Qualified Agricultural property and Qualified Forest Property in column 10, and Non-Homestead and Non-Qualified Agricultural Personal Property, and Non-Qualified Forest property except Commercial and Industrial Personal Property in column 13. Report the Total Taxable Value of Commercial Personal Property in column 11. Report the Total Taxable Value of Industrial Personal property in column 13.

Taxable Valuations,

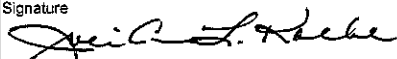
JACKSON

County- Page 2 of 2

L-4046

Statement of taxable valuation in the year **2009** made in accordance with Section 211.27d of the Michigan Compiled Laws.

(Do Not Report Assessed Valuations or Equalized Valuations on This Form.)							
Township or City	(Col. 8) Personal Property Taxable Valuations	(Col. 9) Total Real and Personal Property Taxable Valuations	(Col. 10) Homeowner's Principal Residence & Qualified Agricultural & Qualified Forest Property Taxable Valuations	(Col. 11) Commercial Personal Property Property Taxable	(Col. 12) Industrial Personal Property Taxable Valuations	(Col. 13) Non- Homestead and Non-Qualified Agricultural and Non-Qualified Forest Personal Property Taxable Valuations except Commerical and Industrial	
Blackman Charter	91,037,784	548,227,096	230,422,689	46,922,631	24,831,089	246,050,687	0.70%
Columbia	12,537,495	353,026,827	223,081,701	4,687,460	2,310,499	122,947,167	2.49%
Concord	4,524,500	75,530,264	58,578,446	1,035,850	1,580,850	14,335,118	1.68%
Grass Lake Charter	12,646,337	222,686,591	162,810,416	2,346,963	4,580,281	52,948,931	-0.44%
Hanover	4,499,300	122,858,214	97,285,485	543,100	238,900	24,790,729	0.59%
Henrietta	4,214,898	136,640,325	111,007,510	1,154,339	180,742	24,297,734	-0.56%
Leoni	29,951,174	405,725,800	258,511,198	11,449,111	8,400,596	127,364,895	1.39%
Liberty	3,806,200	112,394,173	88,220,775	1,178,400	6,800	22,988,198	0.75%
Napoleon	27,832,054	237,758,102	161,067,480	4,354,088	18,083,772	54,252,762	0.50%
Norvell	2,340,773	121,966,821	83,998,980	432,352	-	37,535,489	0.95%
Parma	4,331,823	67,590,558	49,258,278	1,504,560	102,270	16,725,450	-2.88%
Pulaski	2,523,600	48,164,465	38,420,999	202,380	13,950	9,527,136	4.54%
Rives	9,264,283	121,290,798	97,884,932	400,400	676,100	22,329,366	1.20%
Sandstone	23,308,745	145,815,705	96,189,820	1,795,711	18,700,985	29,129,189	5.34%
Spring Arbor	9,249,418	203,432,797	158,555,044	2,421,652	2,319,311	40,136,790	2.26%
Springport	5,416,800	49,024,041	36,346,165	533,200	279,800	11,864,876	3.17%
Summit	30,950,591	650,450,730	471,259,035	11,372,600	10,883,600	156,935,495	-0.27%
Tompkins	9,741,015	70,680,051	53,320,785	338,941	713,571	16,306,754	-3.03%
Waterloo	5,753,797	105,520,302	78,726,593	403,000	2,310,600	24,080,109	-6.40%
City of Jackson	76,961,000	752,635,455	255,008,570	27,672,700	32,114,900	437,839,285	-2.03%
Totals for County	370,891,587	4,551,419,115	2,809,954,901	120,749,438	128,328,616	1,492,386,160	0.43%

Print or Type Name of County Equalization Director	Signature	Date
JuliAnne L. Kolbe		5/4/2009

May 4, 2009

TO: County Affairs Committee

FROM: Juli Kolbe
Equalization Director

**SUBJECT: Report of 2009 Taxable Values
County's 2009 Millage Request**

- 1) The L-4046 is a report of the County's 2009 taxable values. The form lists the figures by township and then by classification, with the totals being on the second page of the report. The report also lists all the totals of the properties within the county with a principal residence exemption and those without. On the second page, I have added a column to the far right which indicates how much the township values have changed from 2008. Overall the County will experience a slight increase of 0.43%. The largest decrease in taxable value is evident in Waterloo Township with a (6.40%) reduction. The township with the largest increase in taxable valuation is Sandstone Township. This is due to a couple of IFTs expiring and the values being placed on the Assessment roll as new for 2009. The 2009 CPI of 4.40%, the highest CPI in 15 years, was instrumental in the county not losing more taxable value.
- 2) The second report is called the L-4029 and is Jackson County's request to levy for 2009. The Headlee millage reduction fraction for 2009 for the county is 1.000. So the Equalization Department is recommending that all levies remain the same as 2008.

County's General Operating	5.1187
(this will be levied on the July tax bills)	
Medical Care Facility	0.1398
(this will be levied on the December tax bills)	
Jail	0.4851
(this will be levied on the December tax bills)	
Senior Services	0.2473
(this will be levied on the December tax bills)	

Total millage rate = 5.9909 Summer tax bills = 5.1187 Winter tax bills = 0.8722

Any questions, do not hesitate to contact me.

2009 TAX RATE REQUEST (This form must be completed and submitted on or before September 30, 2009)
MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e., 211.34 abd 211.34d. Filling is mandatory; Penalty applies.

County JACKSON	2009 Taxable Value of ALL Properties In the Unit as of 5-27-08 4,432,864,886
Local Government Unit JACKSON COUNTY	For LOCAL School Districts: 2009 TaxableValue excluding Principal Residence, Qualified Agricultral, Qualified Forest, Industrial Personal and Commercial Personal Property if a millage is levied against them

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec. 211.119.
The following tax rates have been authorized for levy on the 2009 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Original Millage Authorized by Election, Charter, etc.	-1 Millage Rate Permanently Reduced by MCL 211.34d	0 Current Year Millage Reduction Fraction	0 Millage Rate Permanently Reduced by MCL 211.34d	Sec. 211.34 Truth in Assessing or Equalization Millage Reduction Fraction	Maximum Allowable Millage Levy*	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1	Expiration Date of Millage Authorized
ALLOCATED	OPERATING	Nov-70	5.9500	5.1187	1.0000	5.1187	1.0000	5.1187	5.1187		UNLIMITED
VOTED	MEDICAL CARE FACILITY	Nov-99	0.1500	0.1398	1.0000	0.1398	1.0000	0.1398		0.1398	2018
VOTED	JAIL	Nov-02	0.5000	0.4851	1.0000	0.4851	1.0000	0.4851		0.4851	2021
VOTED	SENIOR SERVICES	Aug-04	0.2500	0.2473	1.0000	0.2473	1.0000	0.2473		0.2473	2012
Total								5.9909	5.1187	0.8722	

Prepared by JuliAnne L Kolbe	Telephone Number 517-768-6649	Title of Preparer Equalization Director	Date 5/1/2009
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and , for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input type="checkbox"/> Clerk <input type="checkbox"/> Secretary <input type="checkbox"/> Chairperson <input type="checkbox"/> President	Signature	Print Name	Date	Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
	Signature	Print Name	Date	For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
				For Commercial Personal	
				For all Other	

*Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. A public hearing and determination is required for an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT :** See instructions on page 2 regarding where to find the millage rate used in column (5).



2008 Annual Report

Serving Jackson County Seniors Since 1977

1715 Lansing Avenue - Suite 672
Jackson, MI 49202-2193
(517) 788-4364

1-800-788-3579

Fax: 517-780-4739

www.co.jackson.mi.us/Agencies/DeptAging/Aging.asp



From the Director
Kristy Smith



This past year was rife with unforeseen issues outside of the Department's control. Delayed grant contracts and funding, dramatic increases in fuel prices, the institution of federal stimulus payments, and a heavier than usual amount of snowfall. Staff innovation, frugality, hard work and resilience helped us winter those external changes.

We voluntarily ended our long-term Strong Families/Safe Children contract that was the chief funding source of the Grandparent Program. Sky-rocketing fuel prices forced us in our Meals on Wheels program to modify outlying area meal delivery routes, serving the same number of meals to the same number of seniors, but delivered less frequently.

Other programs continue to grow, threatening to exceed capacity. The ripple effect of federal government actions kept us busy with legions of seniors who came seeking income tax assistance to capture stimulus payments. Similarly, in our Medicare and Medicaid Assistance Program (MMAAP), we served as untangler of the complexities involved in enrollment and coverage.

On the more progressive side, we hosted a Medicare Part-D group enrollment session at Baker College, where a large group of seniors received simultaneous instruction. We also began initiating more electronic interaction with the public on our website, with its new government questions and answers component, which features commonly asked questions.

Our two largest programs, Home Care and Nutrition Services, have new leaders. Angie Duckham replaced retired Betty Wozniak as Home Care Supervisor, while Amy Hopping became our new Nutrition Services Manager. Long-time employee Community Relations Coordinator Pat Spink retired in the fall of 2008, but continues to support our efforts as a volunteer.

Despite the national economic downturn, some opportunities remain free. Our newest is Tuesday afternoons at the Crouch Senior Center which has become home to a weekly stringed instrument jam session. Scores of musicians and music lovers stop in for a relaxing set of improvisational country, folk, and gospel music.

Visit us to learn the many ways we're supporting Jackson County seniors to live functionally and comfortably at home for as long as possible.

**Our Mission: Helping seniors to live more
full, active, and independent lives.**

Jackson County Department on Aging

Annual Statistics for 2008

October 1, 2007 – September 30, 2008

Senior and Family Support Services

Caregiver Information and Assistance 540 Clients

Family members concerned about a senior discuss available services and options with a Caregiver Outreach Worker.

Caregiver Education and Caregiver Support 99 Clients

Medicare & Medicaid Assistance (MMA) 648 Clients 813 Hours 977 Forms

Individualized assistance with Medicare and Medicaid concerns, Medicare Part D senior drug coverage, and how to compare supplemental insurance policies.

Department on Aging Outreach Workers helped Jackson County seniors save over \$1,370,400 in drug plan costs.

Case Coordination and Support 994 Clients 1,399 Assessments 3909.5 Units

Providing an in-home assessment of older adults with multiple needs, developing a plan of care, and arranging for services from community resources.

Chore and HOMES 179 Clients 2,290.5 Hours

Household safety maintenance, such as installing bathroom grab bars, stair handrails, smoke detectors, snow removal, and lawn mowing. Household and Outdoor Maintenance Especially for Seniors, or HOMES, enlists volunteers to do safety related Chore work.

Unmet Needs Assistance 135 Clients

Resource for seniors who find themselves without other options for situations where their health or safety is at risk.

In-Home Services

Meals on Wheels 1,060 Clients 212,596 Meals

Hot, nutritious meals delivered weekdays for homebound seniors; evening and weekday meals provided based on need.

Home Care Assistance 469 Clients 23,427 Hours

In-home assistance for persons with functional limitations, including bathing and housekeeping tasks.

Respite 142 Clients 10,690.5 Hours

70 Caregivers & 72 Care Recipients

35 more were assessed but did not schedule service

P rearranged breaks for caregivers in need of “time off” to meet some of their own needs.

Assistance with bathing and household tasks also provided. Respite services include:

In-Home Respite 5,049 Hours

Alzheimer’s Respite 5,641.5 Hours

Specialized dementia respite at a location of the client’s choosing, including:

In-Home Respite: 4,528.5 Hours Adult Day Service: 270.5 Hours

Out-of-Home Respite (overnight): 502 Hours

Geriatric Mental Health 148 Clients

*Evaluation, referral and counseling services for seniors experiencing mental health issues.
Home visits provided for homebound seniors.*

Mental Health Screens 93 Clients 134.25 Units

- ❖ Dementia Screens: 31 clients
Screening for those with suspected memory loss, and follow-up referral service.
- ❖ Depression Screens: 64 Clients
Free screening and assistance for this common, yet treatable problem.

Counseling

- ❖ Supportive Counseling: 59 Clients 857.5 Units
Individualized counseling to aide in coping with grief, loss, caregiving and other life changing experiences.
- ❖ Gatekeeper Services: 43 Clients 86 Units
Intensive clinical assessment, intervention, and community referrals for at risk seniors.

Support Groups and Educational Services

- ❖ Alzheimer's Caregiver's Monthly Support Group: 12 clients, 12 meetings
For people caring for someone with Alzheimer's or another form of dementia.
- ❖ Caregiving Educational Training: 13 participants
Education to families and service providers to improve awareness and knowledge of caregiving for older adults.
- ❖ Older Adult Mental Health Education: 14 sessions with 163 participants
*In conjunction with LifeWays Anti-Stigma grant
Education to older adults about mental health concerns.*

Grandparents and Other Relatives as Parents

Information, support, advocacy, and education to seniors who find themselves parenting their grandchildren or another relative.

In 2008 Strong Families Safe Children funding changed focus. The Grandparent Program, with Older Americans Act funds, now serves caregivers age 55 and older.

- ❖ Intervention and Support Services: 45 Relative Caregivers 56 Children
- ❖ Permanency Assistance: 11 Families: 18 Relative Caregivers 13 Children
6 guardianships established and 4 maintained
- ❖ Relatives as Parents Peer Support Group Meetings: 47 meetings 5 Caregivers
- ❖ Jackson County Grandparent Conference: 7 relative caregivers; 12 attendees

Intake and Referral 850 Clients

Helping individuals find appropriate community services that can meet their needs.

Senior Activities

Senior Centers: 1,891 participants

Two senior centers provide multiple services:

Crouch Senior Center – 1715 Lansing Avenue, Jackson

Spring Arbor Senior Center – 122 Starr Street, Spring Arbor

Senior Center activities include:

- ❖ Senior Nutrition Meal Site
- ❖ Senior Craft Sales
- ❖ Legal Services, in cooperation with Legal Services
- ❖ AARP Driver Safety Classes: 4 classes; 55 participants
- ❖ AARP “Car Fit” Training
- ❖ Quilting Club: 37 sessions
- ❖ Recreational activities, including Euchre, Bridge Club, music, special parties, and BINGO: 339 activities
- ❖ Retiree Breakfasts: 3 events; 25 participants
- ❖ Silver Strings Jam Session: 6 sessions; 51 participants
- ❖ Volunteer opportunities: 342 volunteers
- ❖ Volunteer Tax Assistance, co-sponsored by AARP and Community Action Agency
 - 556 Taxpayer Interviews; 1,093 Tax Returns; 689 Volunteer Hours
- ❖ Wellness Education Seminars: 55 sessions
- ❖ Wood Carving/Burning Club: 82 sessions
- ❖ Work Site for Older Worker Programs: 10 seniors

Nutrition Sites: 1,238 Jackson County Seniors

42,948 Meals

Communal dining program where seniors also receive socialization and education opportunities.

Noon meals in 2008 served at:

Crouch Senior Center – 1715 Lansing Avenue, Jackson
Monday thru Friday

Henrietta Senior Citizen Nutrition Site – 11120 Musbach Rd., Munith
Monday, Wednesday, Friday

Michigan Center – St. Aidan’s, 361 Grove St., Michigan Center
Monday, Wednesday, Friday

Napoleon Township Hall – 6755 Brooklyn Rd., Napoleon
Tuesday, Wednesday, Thursday

Norvell Township Hall – 106 E. Sweezy Lake, Norvell
Monday, Wednesday, Friday

Park Forest Apartments – 3300 Spirea Ct., Jackson
Monday thru Friday

Spring Arbor Senior Center – 122 Starr, Spring Arbor
Monday thru Friday

Word of Light – 800 S. Cooper St., Jackson
Monday thru Friday

Nutrition Site activities included Mother’s Day and Father’s Day events, special trips, entertainment, and community outreach.

Senior Activities, continued

Special Activities:

- ❖ Annual Senior Festival
- ❖ Annual Volunteer Recognition
- ❖ Annual Nursing Home Olympics
- ❖ Antique and Collectables Class: 6 sessions; 33 participants
- ❖ Enrichment and craft classes, including computers, cooking, painting: 222 sessions
- ❖ Evening Dinner Dances: 10 dances with up to 80 participants
- ❖ Genealogical Society Evening Meetings/Dinners: 9 events; 64 participants
- ❖ Holiday Gifts for Homebound Seniors – 140 seniors
gifts from Hanover-Horton Cub Scouts Pack #136, Jackson First United Methodist Church, Jackson Eagles Auxiliary #612, and Parnall Elementary
- ❖ Holidays Around the World: 87 participants
- ❖ Project Fresh - a program using Michigan farmers' markets to make fresh produce available to seniors: 218 participants
- ❖ Red Hat Society Events: 11 events; 113 participants
- ❖ Veteran's Day Expo at Spring Arbor Senior Center: 61 participants

Senior Health Promotion: 240 clients

Classes offered, in collaboration with the Health Department, where seniors engage in exercise and obtain health and wellness information.

- ❖ Aerobics: 66 seniors, 119 sessions
- ❖ Strengthening: 84 seniors, 110 sessions
- ❖ Balance Ball: 17 seniors, 35 sessions
- ❖ Chair Exercises: 40 seniors, 104 sessions
- ❖ Line Dancing: 93 seniors, 121 sessions
- ❖ Tai Chi: 80 seniors, 76 sessions
- ❖ PATH – Personal Actions Toward Health Six-Week Class: 8 seniors, 1 class

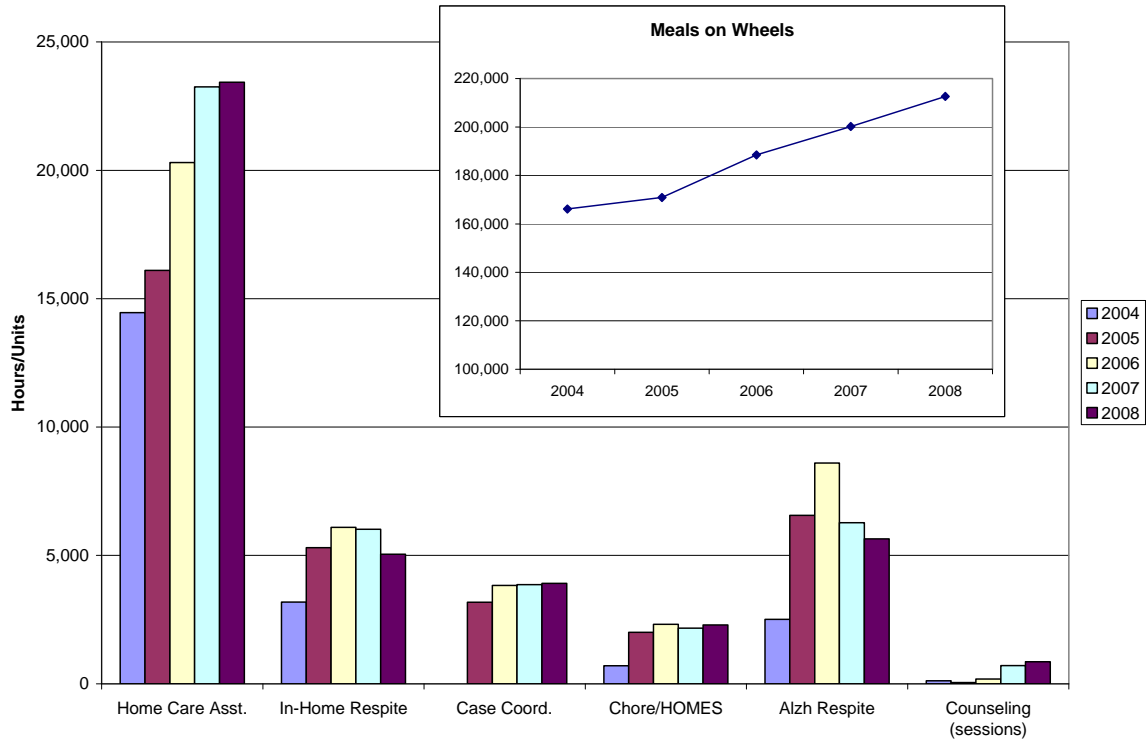
"It's almost a miracle that I can do the stuff that I do now. Before I started working out, I thought I couldn't walk any more I was in so much pain all the time."

- Aerobics and Strength Training Participant

"There's so many things going on at the Senior Center that it is hard to choose which one I want to do".

"I'm thankful for the Nutrition Site because it gives me somewhere to go to be with people, and not be alone."

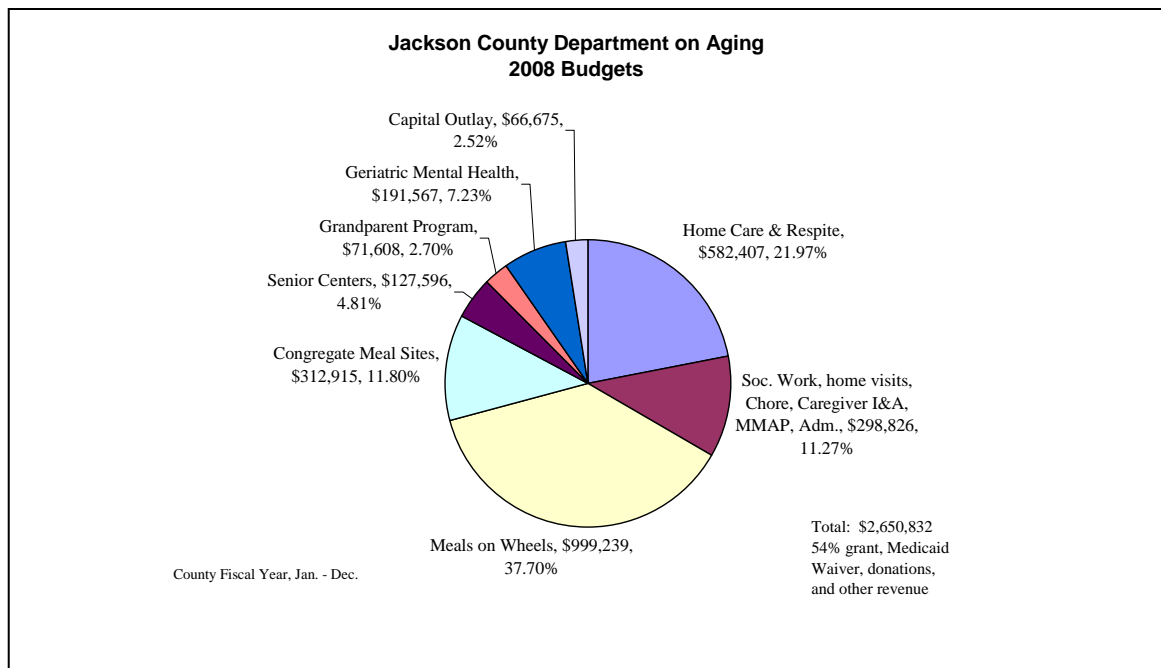
**Service Since Senior Millage
Jackson County Department on Aging
2004 - 2008**



Home Service Snapshot

In March 2008 the Department provided home-based services to 866 seniors, providing over 21,800 hours/units of service.

A “typical” Meals on Wheels senior is age 80 to 84, has difficulty walking, needs help with house cleaning, laundry, errands, and getting to appointments, takes three or more prescriptions, has income below 150% of poverty (\$16,245 year), and usually finds out about Meals on Wheels from one of their children.



What Seniors Tell Us

Alzheimer's Respite

"Respite has helped ease stress on my marriage by giving me time for my spouse."

"What a joy to get out for a few hours - Thanks!"

"I am deeply thankful for all the service, care, and promptness when needed. You are indeed a wonderful organization."

"I was really excited to come home and find mom showered, my carpet vacuumed, and dishes done. This has really taken a load off my shoulders."

Meals on Wheels

"It's nice that when I can't even walk meals come to my door ready to eat. You have so many really nice people delivering (meals)."

"I want to thank the Department for your excellent food and apartment cleaning. Thanks for everything you did for me."

Chore and HOMES

"I do appreciate the grab bar and wall railing. They are really nice. Thank you for making it safer for my wife and better."

"My sincerest "thank you" for installing a porch rail for me. It is deeply appreciated. They really did a nice job!"

Home Care Assistance

"Thank you so much for the service. It is really a godsend as it lets me stay in my home."

"I can't tell you how much I appreciate your services and my caregiver. It's very comforting to know such caring people. Thank you!"

"At age 87 it was difficult for me to give my husband a shower. He is happy with his shower (bathing assistance) and I appreciate the help very much."

2008 Jackson County Board of Commissioners

James E. (Steve) Shotwell, Jr., Chair
Clifford E. Herl
Todd N. Brittain
Mike Brown
Philip S. Duckham III
David K. Elwell

David F. Lutchka
Gail W. Mahoney
Earl J. Poleski, Vice Chair
Patricia A. Smith
James C. Videto
Michael J. Way

The Jackson County Department on Aging is funded and supported by the Jackson County Board of Commissioners and the Senior Millage.

Funding also provided by: Title III of the Older American Act by the Michigan Office of Services to the Aging and Region 2 Area Agency on Aging, and LifeWays..

Commissioner Board Appointments – May 2009

<u>BOARD</u>	<u>NEW TERM EXPIRES</u>	<u>CURRENT MEMBER</u>	<u>APPLICANTS</u>	<u>COMMITTEE RECOMMENDED APPOINTMENTS</u>
<u>Land Bank Authority</u>				
1) One Elected Township Representative	4/2010	Ray Snell	Marston Fortress	Marston Fortreess
<u>Employees Retirement System – Chair Appointment</u>				
1) One Commissioner Appointment	5/2012	Gail W. Mahoney	Gail W. Mahoney	Gail W. Mahoney
<u>Veterans Affairs</u>				
1) One Korean War Veteran	3/2013	Robert Sayles	Robert Sayles Charles Prescott	Robert Sayles



JACKSON COUNTY DEPARTMENT OF VETERAN AFFAIRS

April 22, 2009

Susanne,

All records and documents have been checked. Both applicants qualify for the position. Mr. Sayles is currently on the board, ending his first term.

Thank You,

Dave

1715 Lansing Ave, Jackson MI 49202
517-788-4425 fax 517-780-4719

RECOMMENDATION FOR APPOINTMENT

The JACKSON COUNTY VA BOARD of JACKSON
Chartered Veterans Organization City

wishes to recommend KOREAN War Veteran, ROBERT SAYLES
Veteran's Name

of 3268 ESSINGHAM JACKSON MI 49201
Address City State Zip

617-789-7008 for appointment to the Jackson County Department of Veterans Affairs
Phone

Executive Committee.

This chartered veterans organization requests that this recommendation be forwarded to the County Board of Commissioners for consideration.

Christy R. Bachus, Jr.
Signature of Commander

Note: Your Recommendation need not be a member of your organization

Please return the above recommendation form to the following address by: February 28, 2007

Jackson County Veterans Affairs
1715 Lansing Avenue, Suite 689
Jackson, MI 49202-2135

Please include with this recommendation a copy of the veteran's **DD214** (Notice of Separation) and a **resume**.

APPLICATION FOR APPOINTMENT

Please accept this application for appointment to the Jackson County Veteran Affairs Board. I have met all of the qualifications and will be available for the scheduled meetings.

NAME ROBERT SAYLES

ADDRESS 3268 ESSINGHAM

JACKSON, MI 49201

PHONE 517-789-7008

Veteran Organization VA BOARD / AMERICAN LEGION

Please forward my application to the Department of Veteran Affairs for their consideration.

Signature of Applicant Robert I Sayles

Please return the above application by February 28, 2007 to:

Jackson County Veteran Affairs
1715 Lansing Avenue, Suite 689
Jackson, MI. 49202-2135

Please include with this application a copy of your **DD 214** (Notice of Separation) and a **resume**.

Resume of: Robert L. Sayles

I was born in Jackson in August of 1932, I returned to Jackson after three years of Military Service.

I entered the Marine Corps March 4, 1952, spent three years as a signalman and lineman with a signal company. I served in Korea for one year and three months and I was honorably discharged on March 3, 1955.

For fifteen years I have been an active member of The American Legion. I have been Commander three times, 1st Vice Commander, 2nd Vice Commander, Chaplain and I have been Member's Room manager for the last two years.

I am a retired truck driver, I am married and I would like to proudly serve the veterans of Jackson County by being a member of the Jackson County Veteran Affairs Board.

Respectfully,

Robert L. Sayles

Jackson County
Board of Commissioners
Tower Building
Jackson, Michigan 49201

Dear County Commissioners,

I am writing in regards to the upcoming vacancy for a Korean War Veteran on the Jackson County Veterans Affairs Board. Mr. Robert Sayles is the current member of this board and I would like to nominate him to continue for an additional term in this capacity. Mr. Sayles served his country as a United States Marine and is the epitome of the prototype person you would select for this position. Bob is involved in American Legion Post 29 as a Life member and past Commander. Bob stays current on all legislative issues as they relate to the veteran population of Jackson County. His energy and dedication to his fellow veterans and their cause is boundless. Bob is a forthright and positive advocate, as well as an impeccable steward of the counties resources. It is therefore, my honor and privilege to endorse Mr. Robert Sayles for continued membership on the Jackson County Veterans Affairs Board as the Korean War Veterans representative.

Sincerely,



Christopher R. Backus, Sr.

President

Jackson County Veterans Affairs Board



JACKSON COUNTY DEPARTMENT OF VETERAN AFFAIRS

March 31, 2009

Robert Sayles, a current member of the Jackson County VA Board, is requesting to retain his position on the Board. He is the Korean War representative. It is my understanding that the board as a whole is also in favor of this request. If he is re-appointed, this would be his second term.

David M. Welihan
CVSO

1715 Lansing Ave, Jackson MI 49202
517-788-4425 fax 517-780-4719

RECOMMENDATION FOR APPOINTMENT

The American Legion
Rose City Post 324 of Jackson
Chartered Veterans Organization City

wishes to recommend Korean War Veteran, Charles F. Prescott
Veteran's Name

of 9575 McCain Rd Parma, MI 49269
Address City State Zip

517-531-5087 for appointment to the Jackson County Department of Veterans Affairs
Phone

Executive Committee.

This chartered veterans organization requests that this recommendation be forwarded to the County Board of Commissioners for consideration.

X [Signature]
Signature of Commander

Note: Your Recommendation need not be a member of your organization.

Please return the above recommendation form to the following address by: **March 27, 2009**

Jackson County Veterans Affairs
1715 Lansing Avenue, Suite 689
Jackson, MI 49202-2193

Please include with this recommendation a copy of the veteran's application, DD214 (Notice of Separation) and a resume.

APPLICATION FOR APPOINTMENT

Please accept this application for appointment to the Jackson County Veteran Affairs Board. I have met all of the qualifications and will be available for the scheduled meetings.

NAME Charles F. Prescott

ADDRESS 9575 McCain Rd.
Parma, MI 49269

PHONE 517-531-5087

Veteran Organization American Legion Rose City Post 324

Please forward my application to the Department of Veteran Affairs for their consideration.

Signature of Applicant Charles F. Prescott

Please return the above application by **March 27, 2009** to:

Jackson County Veteran Affairs
1715 Lansing Avenue, Suite 689
Jackson, MI. 49202-2193

Please include with this application a copy of your DD 214 (Notice of Separation) and a resume.



Jackson County Health Department

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

Phone (517) 788-4420

Fax (517) 788-4373

MEMO

April 8, 2009

To: Human Services Committee
From: Steve Hall, Environmental Health Director
Subject: Animal Shelter Spay/Neuter Deposit

On February 1, 2009, I began management responsibilities at the animal shelter in addition to my duties at the health department. Since that time, I have been participating on a spay/neuter task force that is charged with coming up with a solution to the problem of animals being adopted out of the shelter without being sterilized. Currently, adopters sign a spay/neuter contract and pay a \$25 deposit. This deposit would be refunded if the adopter follows through with the contract and has their animal sterilized. Unfortunately, many of the animals leaving the shelter are never sterilized. While the spay/neuter task force is working towards a permanent solution to present to the Commission, they asked me to present a proposal that would raise the spay/neuter deposit as an interim measure in hopes that it would increase the incentive for adopters to follow through and have their animals sterilized.

Thus, I am proposing that the spay/neuter deposit be raised to \$50. Ideally, this will provide enough incentive for adopters to follow through with the spay/neuter surgery. Should you have any questions concerning this matter, please do not hesitate to contact me.

An Equal Opportunity Employer_____

Environmental Health Division
788-4433

Health Education
788-4655

Personal & Preventative Health
788-4420



**DEPARTMENT OF HUMAN SERVICES BOARD OF DIRECTORS
RESOLUTION ADOPTING AN EARLY RETIREMENT OPTION FOR
JACKSON COUNTY MEDICAL CARE FACILITY EMPLOYEES**

WHEREAS, the Jackson County Medical Care Facility adopt the following amendment regarding Section 8 – NORMAL RETIREMENT CONDITIONS of the Jackson County Employees' Retirement System Bylaws and;

WHEREAS, In addition to the current retirement qualifications requiring a minimum of eight years of service and 60 years of age, Jackson County Medical Care Facility employees may elect another option and apply for early retirement for those who attain a minimum of 85 points. Points are calculated based upon full years of continuous service plus age. This early retirement option is subject to approval by the Jackson County Human Services Committee as well as the Jackson County Board of Commissioners. Once approved for either normal or early retirement, employees who receive a pension pursuant to this Resolution shall also be eligible for retiree insurance benefits pursuant to the terms of their respective Collective Bargaining Agreement and/or Employee Handbook.

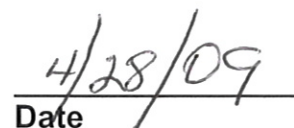
Therefore be it **RESOLVED**, that the Department of Human Services Board of Directors adopts said early retirement qualifiers for its employee participants at Jackson County Medical Care Facility and requests that the Jackson County Human Services Committee and the Jackson County Board of Commissioners approve such adoption and take action necessary to amend the bylaws and implement this Resolution.

Further let it be **RESOLVED**, that copies of this Resolution will be provided to all Jackson County Medical Care Facility employees participating in the Jackson County Employees' Retirement System, to all appropriate Collective Bargaining Units, and to the Jackson County Employees' Retirement System.

I certify this is a copy of the Resolution supported and passed by the Department of Human Services Board of Directors at its regular meeting held on March 31, 2009.



Ronald Markowski, Chairperson
Chair, Department of Human Services Board of Directors



Date

APPROVED

JACKSON COUNTY DEPARTMENT OF HUMAN SERVICES BOARD MEETING MINUTES

Tuesday, March 31, 2009 at DHS Offices

Re: Jackson County Medical Care Facility

ATTENDANCE:

DHS BOARD MEMBERS:

Ron Markowski, Chair
Kendra Suddeth, Vice-Chair
Brad Williams, Member

JCMCF STAFF:

Lori Portfleet, Interim Administrator
Sue Bilaski-Lott, Director of Nursing
Anna Dancy, HR Director
Travis Peterson, Social Work Director
Dennis Joseph, Facilities Director
Julie Backus, Activity Director

PUBLIC:

Jon Williams, County
Holly Klaff, Jackson Citizen Patriot

TOPIC

DISCUSSION/MOTIONS

ACTION

1. CALL TO ORDER

Ron Markowski called the meeting to order at 5:29 pm.

2. INTRODUCTIONS

Mr. Markowski welcomed Holly from the Jackson Citizen Patriot to the meeting.

3. APPROVAL OF AGENDA & ANY ADDITIONS/SUBTRACTIONS

Ms. Dancy asked for an additional item to be placed under Item #6.e. – MERC Update. Mr. Markowski noted that under Item # 12, he will bring everyone up to date on the contract with LifeSpan and also discuss some volunteer hours information that Ms. Backus just distributed to the Board.

Ms. Suddeth motioned to approve the agenda with the above additions for today's meeting, supported by Mr. Williams.
MOTION CARRIED

4. APPROVAL OF MINUTES

a. Minutes of the February 24, 2009 Meeting

Mr. Williams motioned that the minutes of the February 24, 2009 meeting be accepted as written, supported by Ms. Suddeth.
MOTION CARRIED

5. PUBLIC COMMENT

Mr. Markowski noted that during the DHS portion of the meeting, Mr. Taft had some concerns and Mr. Markowski told Mr. Taft he would act in his place for the concerns. Mr. Taft said that there seems to be some new rules or new items regarding the meals. He used to be able to help other people get food or help them and now he has been told he is no longer to help people while eating.

Ms. Bilaski-Lott stated there are some residents in the Main Dining Room that have special diets; pureed or chopped diets or thickener added to liquids. She added that visitors may not understand the importance of this and she does not want someone choking. It is also an infection control issue. She noted that Mr. Taft will be told he may assist his own family member but not other residents.

APPROVED

Mr. Markowski asked if Ms. Bilaski-Lott has discussed this matter with Mr. Taft.

Ms. Bilaski-Lott answered she was just made aware of the situation after the fact and she will contact Mr. Taft herself.

Mr. Williams asked for a written report of that discussion to document that his concerns were addressed.

Ms. Bilaski-Lott asked if he would like that report emailed to him.

Mr. Williams answered that would be fine.

6. SCHEDULED BUSINESS

a. February 2009 Worker's Compensation Report

Ms. Dancy was pleased to announce there was no indemnity payout for the month of February 2009. There was a trial scheduled for March 26 for one that was on the docket; it has been pushed back to June 4. She believes the case will settle for \$3,000 for which the Facility and another employer will pay.

b. 2008 Turnover Stats

Ms. Dancy distributed the 2008 Turnover Stats report to the Board. She noted there is a lot of information in a small form but the item she is most proud of is that the Facility is down to 23.8% turnover for 2008. There were 66 terminations with an average of 277 employees.

Mr. Markowski asked if that number included retirements and resignations.

Ms. Dancy answered the number included every one.

She noted the following pages showed the voluntary versus the involuntary by month and per position. The next two pages showed the proximity to date of hire – how long they had been with the Facility. Ms. Dancy noted there is one thing that confuses the information a bit; the Facility had 19 individuals on the casual roster that we released from the roster because they were not picking up hours as they agreed to when they were hired or they were not performing. She noted 19 is a high number for the year. Referring to the first page, the turnover overall is the lowest in 10 years. She credited the supervisors; they have brought a great deal of consistency and fairness to the workforce and that has greatly assisted us in our low turnover numbers.

Mr. Williams asked if Ms. Dancy had ever presented this report in the past.

Mr. Markowski answered she presents the report every year.

c. 2008 HelpNet Stats

Ms. Dancy presented the report for the 2008 HelpNet stats. She noted the report will justify the utilization for HelpNet. The program costs about \$7,000 a year. HelpNet is available to every employee and any one who resides at their address. It is a free service to our employees. The 2008 utilization rate was at 15.7% where the national average is between 4 and 6%. The 'problem areas' for which EAP services used:

Psychological/Emotional	43.8%
Family/Marital	43.8%
Financial/Legal & Career	9.4%

Women utilized EAP at a higher rate (68.9%) than men (31.1%) as women are the largest force. The Facility experienced 21 'no-shows' which at \$110/reserved time represents a missed opportunity cost of \$2,310. Ms. Dancy added this report illustrates the continued need

APPROVED

for JCMCF to provide this service to our employees and their families. She added that this program was considered for elimination at one time and that she is a staunch supporter of the program. She noted that if she were to direct an employee for a job jeopardy situation; the facility would easily spend this amount of money for this entire program.

Mr. Williams asked if we recouped our money on the no-shows.

Ms. Dancy answered no. The following documents showed the statistics comparatively over the past years.

d. Jackson County Employees Retirement System Supplemental Actuarial Report

Ms. Dancy referred to Attachment #2: Supplemental Actuarial Report conducted by Rodwan Consulting Company and this is in regards to something that we had requested Board approval in 2008 to complete an actuarial study to see if the Facility could financially support an 85 point rule for people to be able to retire prior to the current by-laws. In order for an employee to obtain 85 points that is a cumulative total of age plus years of service. Now under the current by-laws, we are not eligible at the Medical Care Facility to retire until age 60 with at least eight years of service. Referring to page 2, the report states that as long as our funding structure stays at where it's at current levels, there would be no financial harm to the Facility to be able to offer an 85 point system. If our full funding credit does drop, then we would have to charge higher contribution amounts to the employee.

Mr. Williams asked if it was Ms. Dancy's recommendation to do the 85 plus the 60 and eight.

Ms. Dancy answered yes, as an option, either or. That is the method the general County uses; they can retire after 25 years of service regardless of your age. Other agencies have options available; the Medical Care Facility is the only one that adheres to the strict 60 and eight rule. I would like to propose that we do offer this as an option. Currently, there is only one employee that does qualify for the 85 points. It does take County Commissioner approval but it does take the Board's approval to escalate it up to the County Commissioner level for a bylaw change.

Mr. Williams motioned to add the 85 point rule factor to the current 60 and eight, supported by Ms. Suddeth. MOTION CARRIED

7. FINANCIAL REPORTS

b. Renewal of CD – maturity date of 04/30/09

Ms. Portfleet presented the information regarding the renewal of the CD – Attachment #4. She noted the Board's actions must be specific in their instructions for remittance to the County Treasurer. She noted The CD that expired 03/16/09 that money was transferred to the money market account so that the facility has access to cash should it be needed. She believes Mr. Steele's recommendation and the Board's to consider would be to renew or place the funds in to a 90 day CD at the best rate available for this CD expiring 04.30.09.

Mr. Markowski noted the best rate currently is approximately 1.5%.

Mr. Markowski moved that the Board go along with Mr. Steele's recommendation and reinvest the CD that is coming due on 4/30/09 in the sum of \$400,000 for an additional 90 day term, supported by Ms. Suddeth.

APPROVED

Mr. Williams asked to amend the motion to have it written specifically in the minutes as so stated and required by the County Treasurer.

Mr. Markowski re-motined as amended, supported by Ms. Suddeth.

MOTION CARRIED.

Ms. Portfleet reported the Facility received a preliminary report stating that due to the Federal Medicaid Assistance percentage the facility receives – these are matching federal dollars – the QA tax will likely be reduced to \$3.29 back to October 1, 2008. This translates to 48,000 Medicaid days equaling approximately \$158,000.

Ms. Suddeth moved to accept the financial reports for February 2009, supported by Mr. Williams.

MOTION CARRIED

8. (THERE WAS NO NUMBER 8 ON THE AGENDA!)

9. ADMINISTRATOR'S REPORT

a. Administrator's Calendar for April 2009

Ms. Portfleet noted her plans have changed and she will be in the Facility on April 9th contrary to the calendar.

b. Administrator's Report

Highlights of the report:

MDCH Annual Survey: There were six team members with the team monitor joining them on Thursday. The Plan of Correction will be returned to the State Monday, April 6. It was a good survey with a total of seven citations. The Fire Marshal arrived that week, also and had six citations total for Life Safety Code violations. Both the survey team and the management of JCMCF conducted themselves extremely professionally throughout the entire four days. She noted our staff was complimented at the exit survey as helpful and friendly.

Mr. Williams complimented Ms. Portfleet on having materials ready for the team.

Background Check Process: The Facility will have to start paying for fingerprinting \$62.75 for every new hire. April 20, 2011 is the date to finger print all existing employees at a cost of \$43.50. All employees will be fingerprinted. The amount will go through our Medicaid Cost Report but it is cash that we have not had to spend before. Portability statutes are being discussed at the State level.

Administrator Interview Process:

In the middle of Round One of the Interview process. The Board will receive a summary of those interviews.

c. Approval for Independent Nurse Consultant

Ms. Portfleet explained that nurse consultants can be helpful to review the Plan of Correction and the Facility's corrective actions. It is beneficial to have fresh eyes looking at the Plan of Correction before the Facility walks into the revisit. She would work with Ms. Bilaski-Lott as to the person that would work best with JCMCF.

APPROVED

Mr. Williams expressed his support for the idea of a nurse consultant.

Mr. Markowski expressed the Board's appreciation to the staff for the improved survey.

Ms. Suddeth moved to hire an independent nurse consultant, supported by Mr. Williams.

MOTION CARRIED

10. OLD BUSINESS

Mr. Williams noted the following items:

Roof: Mr. Williams noted they (Mr. Williams and Mr. Joseph) have been working on resolving the roofing issues. Steve Collins owns a contracting business, expert in steel roofs. McDonalds also came out to evaluate the roof issues.

Mr. Joseph noted McDonalds repaired a few penetrations; waiting for Unit 3 & 4 when it rains again. Good news - when the entire roof was put on the building by Ann Arbor roofing. The metal roof was warranted for seven years. The flat roof has six or seven years still on the warranty. They would like to have a report from McDonald Roofing as to why the penetrations occurred. The flat roof may be covered under this warranty.

Mr. Williams stated that he would like that coordinated with Steve Collins, as the coordinator. He will not necessarily be the end bidder in this.

Mr. Williams moved to pay Mr. Collins and McDonald Roofing out of the Capital Budget for 2008, supported by Ms. Suddeth.

MOTION CARRIED

Mr. Williams also noted he has been in Conversation with Mr. Shotwell and with Adam Brown, on the proper procedure on asking for MOE funds for those roofing repairs.

Carpet: There is agreement that the Facility will test the new carpet.

Mr. Williams moved to put up for bid for the purchase and installation of one roll of the carpet to try it in Rooms 307, 101, elevator and landing, supported by Ms. Suddeth. Mr. Markowski added that money should come from the Capital Budget.

MOTION CARRIED

Fiber Optic Line to Facility: Mr. Williams noted the County is going to investigate if the conduit is acceptable from the road to the facility. The cost estimate will be brought back to the Board.

Mr. Joseph noted the sprinkler in Computer Room will be replaced with appropriate smoke extinguisher.

11. NEW BUSINESS

Mr. Markowski spoke with Bob Best regarding the LifeSpan contract. JCMCF has the payback at seven years. LifeSpan has countered with five years which was in the time frame JCMCF discussed. LifeSpan meets April 24. At the April 28 meeting, the Board will be able to review the final contract.

Mr. Williams would like to speak with the LifeSpan Board to meet with them. He noted that he has heard strong opinions from the community they would like the service to stay.

Mr. Markowski noted they have told JCMCF they are viable.

Mr. Williams noted he would like to meet with them because of his strong reactions from the community.

APPROVED

Mr. Markowski noted he will get in touch with LifeSpan's Board to ask if the DHS Board may attend their meeting.

Mr. Markowski noted JCMCF had over 4,200 volunteer hours for 2008. One person had almost 300 hours. JCMCF has a tremendous group of volunteers. 2008 had more hours than 2007.

Ms. Backus noted those volunteers recommend JCMCF to the community. She noted her staff, especially her Volunteer Coordinator, are to be commended.

Mr. Williams noted he is planning on attending the Volunteer Dinner along with his wife and he will speak on behalf of the Board.

12. BOARD MEMBERS CONCERNS & COMMENTS

None.

13. PUBLIC COMMENT

None.

14. ADJOURNMENT

Ms. Suddeth moved to adjourn the meeting at 6:29 pm, supported by Mr. Williams.

MOTION CARRIED

Ron Markowski, DHS Chair Date

Tanda Reynolds, DHS Secretary Date

Supplemental Actuarial Report
Jackson County Employees Retirement System
Medical Care Facility

Subject: Normal Retirement Eligibility

Submitted to: Kelli Collier, Pension Coordinator
Jackson County Employees Retirement System

Submitted by: Rodwan Consulting Company – Sandra W. Rodwan

Date: March 3, 2009

Background

We have been requested to compute the effect on the Retirement System costs if eligibility for normal retirement is changed for Medical Care Facility.

Change in Normal Retirement Eligibility

Current retirement eligibility is age 60 with 8 or more years of service. The change we were asked to value was to add eligibility after the employee attains a minimum of 85 points (age +service).

Data Used for the Analysis

The actuarial valuation used for this analysis was based on the data used for the annual actuarial valuation of the Retirement System as of December 31, 2007.

The data concerning the members included in this study can be summarized as follows:

	MCF Members 12/31/07
Number	257
Payroll	\$7,452,254
Averages	
Age	40.8 yrs.
Service	5.1 yrs.
Pay	\$28,997

Valuation Results

We performed an actuarial valuation based on December 31, 2007 data in which we added the change in normal retirement eligibility to the current eligibility requirements. The change in the contribution requirements is estimated to be as follows:

	Increase in Contribution Rate as a % of Medical Care Facility Payroll
Normal Cost	0.18%
Unfunded Actuarial Accrued Liability*	0.27
Total Increase as a % of MCF Payroll	0.45%
Actual Increase in FY 2009 Employer Contributions	- -%

*The additional actuarial accrued liability was computed to be \$174,180.

Valuation Methods and Assumptions

Assumed probabilities of retirement were changed to reflect earlier retirements under the proposed provision. All other valuation methods and assumptions were the same as those used for the annual actuarial valuation as of December 31, 2007. The increase in actuarial accrued liability was amortized over the same 10 year period as was used for the full funding credit in the December 31, 2007 annual valuation. Actual Employer contributions for the current fiscal year would not increase since the additional contribution required would be offset by the current full funding credit (based on the December 31, 2007 annual valuation). If there is no full funding credit in the future, the contribution rate would be 0.45% of payroll higher than it otherwise would be without the Rule of 85 retirement eligibility condition.

Percent Retiring – Age Related Rates

Retirement Ages	Proposed Provision	Current Provision
55	30%	
56	25	
57	20	
58	15	
59	15	
60	15	15%
61	8	8
62	15	15
63	9	9
64	15	15
65	90	90
66	30	30
67	40	40
68	50	50
69	60	60
70	100	100

COUNTY OF JACKSON POLICY MANUAL

Policy No.
3100

PERSONNEL

DEPARTMENT HEAD SELECTION PROCESS

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

Department Heads hired by Administrator/Controller:

~~Animal Control~~
Administrative Services
~~County Guardian~~
Department on Aging
Facilities/**Fleet**
~~Fleet Maintenance~~
Human Resources
Information Technology

Department Heads hired by Board of Commissioners:

Medical Examiner
Equalization Director
Health Officer

Procedures:

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

- | | | |
|-----|---|--|
| 3. | Receive application | Human Resources
(by established cutoff date) |
| 4. | Review candidates for qualifications | Human Resources—
Administrator/Controller
(based on best qualifications) |
| 5. | Select candidates to be interviewed | Interview Committee
Administrator/Controller |
| 6. | 1 st interview | Interview Committee
(identical questions for all
candidates) |
| 7. | Selection of finalists | Interview Committee
(Reference checks conducted per
Personnel Policy #3340) |
| 8. | 2 nd interview (if necessary) | Interview Committee
(Core and individualized questions) |
| 9. | Site visits (optional) | Committee and/or staff |
| 10. | Non-binding recommendation of
committee majority to Administrator/
Controller (of those Department Heads
not appointed by Board of Commissioners) | Interview Committee |
| 11. | Non-binding recommendation by
Administrator/Controller to Board of
Commissioners of Department Heads
selected for positions hired by Board
of Commissioners | Board of Commissioners |
| 12. | Verbal offer to candidate | Human Resources |
| 13. | Offer in writing | Human Resources
(Signed by Administrator/
Controller and candidate) |

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

**COUNTY OF JACKSON
POLICY MANUAL**

**Policy No.
3320**

PERSONNEL

CQI...EDUCATION SESSIONS

This policy was deleted as it is not necessary to be a policy.

~~The County Quality I... (CQI...) Support Team is committed to providing a minimum of two education sessions each year to expand employee knowledge of Jackson County's operations, goals and objectives. In an effort to encourage regular and ongoing employee participation in CQI... education sessions, incentives may be provided to attendees as allowed by budgetary constraints and in a manner determined by the Support Team.~~

Reviewed: 5/19/09

**COUNTY OF JACKSON
POLICY MANUAL**

**Policy No.
3325**

PERSONNEL

ELECTED OFFICIALS/EMPLOYEES SERVING ON BOARDS/COMMISSIONS

County-wide Elected Officials, excluding County Commissioners, and full-time County employees serving on County of Jackson Boards and Commissions, whether pursuant to statute or by appointment by the Board of Commissioners, shall not receive per diem compensation. ~~when meetings are scheduled during regular work hours.~~

Revised: 5/19/09

COUNTY OF JACKSON POLICY MANUAL

PERSONNEL

Policy 3350

Administrator/Controller Succession

In the absence of the Administrator/Controller, the Board of Commissioners recognizes the following order of succession:

1. Deputy Administrator
2. Finance Officer

For the purposes of this policy, absence is understood to mean the temporary inability to communicate with the appointed Administrator/Controller.

Adopted: 5/15/07
Reviewed: 5/19/09

POLICY MANUAL

ADMINISTRATIVE

**Policy No.
5190**

CREDIT CARDS

Credit cards provide Jackson County personnel with the ability to effectively and efficiently make small delegated purchases. The Administrator/Controller is, therefore, charged with management (issuance, accounting, monitoring, etc) of County-wide use of credit cards.

- 1) The Administrator/Controller must approve the issuance of all credit cards, whether they are requests for new or existing cards.
- 2) Credit cards will only be issued in the name of an employee as approved by the Administrator/Controller.
- 3) The card may be used only by an officer or employee for the purchase of goods or services for the official business of Jackson County.
- 4) The card holder must submit documentation detailing goods and services purchased, cost, date of purchase, account coding, and the official business of the purchase. This information needs to be transmitted with the Accounts Payable. This AP batch should be sent to the attention of the Finance Officer for approval before payment of the monthly credit card statement.

If the officer or employee is using a Comerica P-card, then approval of the purchase must be obtained from the Administrator/Controller or Finance Officer before the transaction can be consummated.

- 5) The officer or employee issued the card is responsible for its protection and custody, and shall immediately notify the Administrator/Controller's office and Finance Officer if the card is lost or stolen.
- 6) The officer or employee must immediately surrender the card upon termination.
- 7) The officer or employee using a credit card for purchases that cannot be substantiated as a necessary purchase for official business use, will be subject to disciplinary action, including but not limited to, the loss of privilege to use the card and/or termination if deemed necessary.

Adopted: 5/19/09