

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

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### **BOARD OF COMMISSIONERS**

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

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### **ELECTED OFFICIALS**

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

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### **COUNTY STAFF**

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

## **County Commission Agenda** **June 17, 2008**

### **Order of Business:**

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

### **Public Comment**

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

### **Consent Agenda**

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

### **Standing Committees**

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

### **Closed Session**

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

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

**AGENDA**  
**JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING**  
**June 17, 2008**  
**7:00 p.m.**  
**County Commission Chambers**

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

1. **CALL TO ORDER** – *Chairman Steve Shotwell*
2. **INVOCATION** – *by Gail W. Mahoney*
3. **PLEDGE OF ALLEGIANCE** – *Chairman Steve Shotwell*
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS** – None.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS**
  - 7:15 p.m. A. Proposed Revision to Animal Control Shelter Ordinance – Article 4, Section 4.5**

Attachments:  
\*Proposed Revision to Article 4, Section 4.5
  - 7:20 p.m. B. Proposed Ordinance – Soil Erosion and Sedimentation Control**

Attachments:  
\*Proposed Soil Erosion and Sedimentation Control Ordinance
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES** – None.
11. **MINUTES** - Minutes of the 5/9/08 and 6/6/08 Special Meetings and 5/20/08 Regular Meeting of the Jackson County Board of Commissioners

Attachments:  
\*5/9/08 and 6/6/08 Special Meetings and 5/20/08 Regular Board Meeting Minutes
12. **CONSENT AGENDA (*Roll Call*)**
  - A. County Affairs**
    1. **Grant with MDOT for Runway 14-32 Phase Two Construction**

Attachments:  
\*Memo from Airport Manager dated 5/21/08 and attachments

2. **Resolution (06-08.17) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2008-0288 (FEDERAL PROJECT #B-26-0051-2108) for Extension of Runway 14-32 (Phase II) as Further Described in Contract No. 38-01-C69**

Attachments:

\*Resolution (06-08.17)

3. **Contract with Mead & Hunt for Runway 14-32 Construction Administration Services – MDOT Contract #2008-0288**

Attachments:

\*Memo from Airport Manager dated 5/21/08 and attachments

4. **2008 Millage Rate**

Attachments:

\*Memo from Equalization Director dated 5/30/08 and Form L-4029 (2008 Tax Rate Request)

5. **Management Agreement with the Nature Conservancy for Burns County Park**

Attachments:

\*Memo from Parks Director dated 5/30/08 and attachments

#### **B. County Agencies**

6. **Comprehensive Community Corrections Plan and Application – Fiscal Year 2009**

Attachments:

\*Comprehensive Community Corrections Plan and Application – Fiscal Year 2009

7. **RFP for Court Appointed Services for Felony Defendants**

Attachments:

\*Email from Chief Circuit Judge dated 5/22/08

\*RFP for Court Appointed Services for Felony Defendants

\*Attorney Bids – Category 1

\*Attorney Bids – Category 2

\*Attorney Bids – Category 3

\*Current Contract for Court Appointed Services

8. **2008 Agreement for Economic Development Services Between Jackson County and the Enterprise Group of Jackson, Inc.**

Attachments:

\*2008 Agreement for Economic Development Services Between Jackson County and the Enterprise Group of Jackson, Inc.

C. **Human Services** – None.

D. **Personnel & Finance**

9. **Resolution (06-08.18) Authorizing Treasurer to Purchase HUD Foreclosed Property in the Name of the County for Deposit into the Jackson County Land Bank Authority Inventory**

Attachments:

\*Resolution (06-08.18)

10. **Budget Adjustments**

- a. Parks
- b. Health Department

Attachments:

\*Memo from Parks Director dated 5/30/08

\*Parks Budget Adjustment

\*Memo from Health Officer dated 5/30/08

\*Health Department Budget Adjustment

E. **Claims** – 4/1/08 – 4/30/08 and 5/1/08 – 5/31/08

13. **STANDING COMMITTEES**

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

1. **June 2008 Appointments**

- a. Agricultural Preservation Board
  - one public member, term to 6/30/2011
  - one Commissioner member, term to 6/30/09
- b. County Building Authority – one position – County Treasurer, term to 6/30/2011
- c. Economic Development Corporation – one public member, term to 3/31/2014

- d. Jackson County Road Commission – one public member, term to 12/2012

Attachments:

\*Commissioner Board Appointments – June 2008

**2<sup>nd</sup> Reading  
& Adoption**

**2. Adoption of Proposed Prices for Digital and Hard Copies - GIS**

Attachments:

\*1-17-08 GIS Meeting Minutes

\*Proposed Digital and Hard Copy Pricing

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

None.

**C. Human Services – *Commissioner Mike Way***

**2<sup>nd</sup> Reading  
& Adoption**

**1. Proposed Soil Erosion Program Fees**

Attachments:

\*SESC Fees

\*SESC Fee Comparison

\*Proposed SESC Permit Fee Schedule

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

None.

**14. UNFINISHED BUSINESS**

**A. Randall W. Treacher Resignation from Road Commission Effective 6/30/08**

Attachments:

\*Letter from Randall W. Treacher dated 6/2/08

**B. Disband Soil Erosion and Sedimentation Control Ad Hoc Committee**

Attachments: None.

**15. NEW BUSINESS**

**Roll Call**

**A. Proposed Revision to Animal Control Ordinance, Article 4, Section 4.5**

Attachments:

\*Proposed Revision to Animal Control Ordinance, Article 4, Section 4.5

**Roll Call**    B.    **Proposed Soil Erosion and Sedimentation Control Ordinance**

Attachments:

\*Proposed Soil Erosion and Sedimentation Control Ordinance

**Roll Call**    C.    **Resolution (06-08.16) Opt Out Tax Exempt Resolution - Village of Brooklyn DDA**

Attachments:

Resolution (06-08.16)

**Roll Call**    D.    **Resolution (06-08.15) Opt Out Tax Exempt Resolution – Grass Lake Charter Township LDFA**

Attachments:

Resolution (06-08.15)

16.    **PUBLIC COMMENTS**

17.    **COMMISSIONER COMMENTS**

18.    **CLOSED SESSION** – None.

19.    **ADJOURNMENT**

**ARTICLE 4**  
**SHELTER OPERATION, IMPOUNDMENT, RELEASE AND DISPOSAL**

**Section 4.5**

5) Animals ~~may~~ **shall** be disposed of in accordance with Animal Shelter policies. **except that live animals may not be sold for research. Live animals may be provided for the purposes of blood donation so long as they are not used for research.**

## **COUNTY OF JACKSON**

### **SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE**

An Ordinance to provide for soil erosion and sedimentation control within the boundaries of Jackson County; definitions; application requirements; soil erosion and sedimentation control permits; soil erosion and sedimentation control plans; inspections; building and other permits; penalties; enforcement; construction; severability; and repeal.

**THE PEOPLE OF THE COUNTY OF JACKSON, MICHIGAN, DO ORDAIN:**

#### **ARTICLE I**

A. **Purpose and Authority.** Deeming it advisable in the interest of preventing environmental harm caused by sedimentation and erosion; and to provide for, and as authorized by, the orderly and uniform administration of the soil erosion and sedimentation control provisions of the State of Michigan and in particular, Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, Act 451, Public Acts of 1994, as amended, being Sections 324.9101-324.9123a of the Compiled Laws of 1948 (MCL 324.9101-324.9123a) (hereinafter referred to as the "Act"), and the Administrative Rules promulgated by the Michigan Department of Environmental Quality and in particular, Rule 323.1701 to Rule 323.1714 (hereinafter referred to as the "Rules"); the County of Jackson, Michigan, does hereby adopt the following Ordinance.

B. **Assumption and Enforcement of the Act.** The Jackson County Board of Commissioners hereby assumes responsibility for the administration and enforcement of the Act and the Rules within its political boundaries. This Ordinance incorporates by reference the Act and the Rules promulgated under the Act for the proper enforcement of soil erosion and sedimentation control issues in the County.

C. **Objectives.**

- (1) To prevent soil erosion resulting from earth changes by requiring proper provision for drainage and the protection of soil surfaces during and after construction.
- (2) To prevent unnecessary stripping of vegetation and loss of soils, especially adjacent to surface water.
- (3) To ensure that soil erosion and sediment control practices are incorporated into site development in the planning and design process.
- (4) To ensure that all drainage, soil erosion, and sediment control measures are properly designed, constructed, and maintained so as to provide water quality protection and prevent the conveyance of sediment via wind and storm water runoff.
- (5) To eliminate the need for costly remediation projects as a result of accelerated soil erosion and sedimentation.



- (6) To provide for enforcement of this Ordinance and establish penalties for violations.
- (7) To provide for stricter regulation of soil erosion and sedimentation control in Jackson County than is provided for in the Act and the Rules.

## **ARTICLE II**

A. **Definitions.** The following rules, terms, and phrases shall have the definitions given:

Accelerated Soil Erosion - The increased loss of the land surface that occurs as a result of human activities.

Act - Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, being Act 451, Public Acts of 1994, as amended.

Agricultural Practices - All practices associated with agriculture except plowing and tilling of soil for purposes of crop production.

Appointed Local Official - The Jackson County Health Department Health Officer or his/her designee who is legally authorized to issue municipal civil infraction citations.

Authorized Public Agency - State, local, or county agency designated in Section 9110 of the Act for the purpose of enforcing soil erosion and sedimentation control requirements with regard to earth changes undertaken by that agency.

Best Management Practices - Practices or devices which reduce erosion and/or sedimentation.

Board of Commissioners - Jackson County Board of Commissioners.

Citation - A written complaint or notice to appear in District Court upon which an appointed local official records the occurrence or existence of one (1) or more violations of the Act, the Rules and/or this Ordinance by the party cited.

County Enforcing Agency - The county agency designated by the Jackson County Board of Commissioners under Section 9105 of the Act, responsible for administration and enforcement of the Act, the Rules, and this Ordinance on behalf of Jackson County.

Designated Agent - A person who has written authorization from the landowner to sign the application and secure a permit in the landowner's name.

District Court - 12<sup>th</sup> Judicial District Court

Earth Change - A human-made change in the natural cover or topography of land, including cut and fill activities, and grading, which may result in or contribute to soil erosion or sedimentation of the waters of the State. Earth change activity does not apply to the practice of plowing and tilling soil for the purpose of crop production.

Erosion - The wearing away of land by the action of wind, water, ice, gravity, or a combination

thereof.

Grading - Any stripping, excavating, filling, stockpiling, or combination thereof, including the land in its excavated or filled condition.

Health Officer – Director of the Jackson County Health Department or his/her duly authorized representative.

Lake - The Great Lakes and all natural and artificial inland lakes and/or impoundments that have definite banks, a bed, and visible evidence of a continued occurrence of water and a surface area of water that is equal to or greater than one (1) acre. This does not include sediment basins and lakes constructed for the sole purpose of storm water retention or detention, cooling water, or for treating polluted water.

Landowner - A person who owns or holds recorded easement on the property or who is engaged in construction in a public right of way in accordance with Sections 13, 14, 15, and 16 of Act 368, Public Acts of 1925, as amended.

Mining - The extraction of materials from the earth, except for the extraction of clay, gravel, sand, peat, and topsoil.

Municipal Enforcing Agency - An agency designated by a municipality under Section 9106 of the Act to enforce a local ordinance.

Municipality - City, village, charter township or a general law township that is located in a county with a population of 200,000 or more.

Municipal Civil Infraction - An act or omission that is prohibited by the Act, the Rules, and/or this Ordinance, and for which civil sanctions, including without limitation, fines, damages, expenses and costs may be ordered as authorized by Chapter 87 of Act 236, Public Acts of 1961, as amended.

Non-erosive Velocity - A speed of water movement that is not conducive to the development of accelerated soil erosion.

Permanent Soil Erosion and Sediment Control Measures - Control measures which are installed or constructed to control soil erosion and sedimentation and which are maintained after project completion. Permanent soil erosion and sedimentation control measures are to be completed for all slopes, channels, ditches, or any other disturbed areas within five (5) calendar days after final grading or the final earth change has been completed.

Person - An individual, firm, partnership, corporation, association, organization, or legal entity of any kind including governmental entities.

Pond - A permanent body of open water less than one (1) acre. This does not include sediment basins and ponds constructed for the sole purpose of storm water retention or detention, cooling water, or for treating polluted water.

Rules - The administrative rules promulgated by the Michigan Department of Environmental Quality, pursuant to the Act, being Rules 323.1701 to 323.1714.

Sediment - Material which may be soil or organic that is displaced from the point of origin by wind, water, ice, gravity or human activities and deposited elsewhere.

Soil Erosion - The wearing away of soil particles by wind, water, ice and gravity, or a combination thereof.

Soil Erosion and Sedimentation Control Permit (hereinafter referred to as "soil erosion permit" or "permit") - A document issued to authorize work to be performed under this Ordinance.

Stabilization - The establishment of vegetation, or the proper placement, grading, or covering of soil to ensure its resistance to soil erosion, sliding, or other earth movement.

Storm Water Detention Basin - An area which is constructed to capture surface water runoff and discharges to a lake, wetland, or stream at a reduced volume.

Storm Water Retention Basin - An area which is constructed to capture surface water runoff and which does not discharge directly to a lake or stream through an outlet.

Stream - A river, creek, or other watercourse which may or may not be serving as a

drain as defined in Act 40, Public Acts of 1956, as amended, which has definite banks, a bed, and visible evidence of continued flow or continued occurrence of water, including the connecting waters of the Great Lakes.

Temporary Soil Erosion and Sediment Control Measures - Interim control measures which are installed or constructed to control soil erosion or sedimentation until permanent soil erosion control measures are established. Temporary soil erosion and sedimentation control measures shall be installed before earth disturbance activity, and maintained until permanent soil erosion and sedimentation measures are in place and the disturbed area is stabilized, at which time the temporary soil erosion and sedimentation control measures shall be removed.

Vegetative Cover - Grasses, shrubs, trees, and other vegetation which hold and stabilize soils.

Waters of the State - Great Lakes and their connecting waters, inland lakes and streams as defined in rules promulgated under the Act, and wetlands regulated under Part 303 of Act 451, Public Acts of 1994, as amended.

Wetland - Land characterized by the presence of water at a frequency and duration sufficient to support, and that under normal circumstances does support, wetland vegetation or aquatic life, and is commonly referred to as a bog, swamp, or marsh.

### **ARTICLE III**

In accordance with Section 9105 of the Act, the Jackson County Health Department is hereby designated as the County Enforcing Agency, and shall act as the county agent to discharge the responsibilities of Jackson County under the Act, the Rules, and this Ordinance. The Jackson County Health Officer, or his/her designee, shall have exclusive jurisdiction for the discharge of responsibilities under the Act, the Rules, and this Ordinance in Jackson County, except where an Authorized Public Agency or Municipal Enforcing Agency has jurisdiction.

### **ARTICLE IV**

A. **Earth Changes Requiring Soil Erosion Permits.** Earth changes requiring a soil erosion permit include any of the following:

- (1) Earth change within 500 feet of the Water's of the State.
- (2) Earth change (including spoils from grading activities within or adjacent to the earth change area) that disturbs one (1) or more acres.
- (3) Earth change involving the removal of clay, gravel, sand, peat, or topsoil that is either one (1) or more acres or within 500 feet of the water's edge of a lake or stream; and, access roads to and from the removal site or ancillary activities associated with removal.
- (4) Earth change for access roads to and from the site where active mining or logging is taking place or ancillary activities associated with mining or logging.

- (5) Earth change involving excavation for purposes of creating ponds.

**B. Permit Exemptions and Waivers.** - A soil erosion permit is not required for the following:

- (1) Earth change for a beach nourishment project permitted under Part 325, Great Lakes Submerged Lands, of the Natural Resources and Environmental Protection Act, 1994 PA 451, being MCL 324.32501 et seq. of the Michigan Compiled Laws.
- (2) Earth changes associated with the logging or mining industry. The exemption from obtaining a soil erosion permit does not apply to access roads to and from the site where active mining is taking place, ancillary activities associated with logging or mining, and the removal of clay, gravel, sand, peat, or topsoil.
- (3) Earth change by a person engaged in agricultural practices who has entered into an agreement with the Jackson County Conservation District, and has so notified the County Enforcing Agency.
- (4) Earth change necessary for septic repair or well replacement that is not greater than one (1) acre of disturbance or within 500 feet of Water's of the State.
- (5) Earth change associated with a metallic mineral mining activity regulated under a mining and reclamation plan that contains soil erosion and sedimentation control provisions and that is approved by the Michigan Department of Environmental Quality under Part 631 of Act 451, Public Acts of 1994, as amended.
- (7) Earth change associated with well locations, surface facilities, flow lines, or access roads relating to oil or gas exploration and development activities regulated under Part 615 of Act 451, Public Acts of 1994, as amended, if the application under Part 615 contains a soil erosion and sedimentation plan that has been approved by the Michigan Department of Environmental Quality.
- (8) Earth change for normal road and driveway maintenance, such as grading or leveling, that does not increase the width or length of the road or driveway and that will not contribute sediment to lakes, streams, or regulated wetlands.
- (9) An earth change of a minor nature than is stabilized within twenty-four (24) hours of the initial disturbance and that will not contribute sediment to lakes, streams, or regulated wetlands.

- (10) Plowing or tilling of land for the purpose of crop production or the harvesting of crops.
- (11) The following earth changes undertaken on residential property if the earth change does not result in or contribute to soil erosion or sedimentation of the waters of the state or a discharge of sediment off site:
  - a. Gardening, if the natural elevation of the area is not raised.
  - b. Removal of tree stumps, shrub stumps, or roots resulting in an earth change not to exceed 100 square feet.
- (12) The Jackson County Health Department may grant a permit waiver for an earth change located within 500 feet of the Water's of the State after receiving a signed affidavit from the landowner stating that the earth change will disturb less than 225 square feet and the earth change will not contribute sediment to the Waters of the State.

Earth changes not requiring a soil erosion permit under this Section shall conform to the same standards and shall be subject to the same enforcement procedures when there is a violation of the Act, the Rules, or this Ordinance, as if they required a soil erosion permit.

**D. Approval from Other Governmental Agencies.**

- (1) **Responsibility for other permits:** Soil erosion permits issued in accordance with this Ordinance do not relieve the owner of the responsibility for obtaining all other necessary permits or approvals from federal, state, and/or local agencies.
- (2) **Building permits; ingress and driveway permits:** Pursuant to Rule 323.1711, a township, city, village, or any county agency within the jurisdiction of the County Enforcing Agency, shall not issue a building permit to a person engaged in an earth change, if the earth change requires a soil erosion permit under the Act, the Rules, or this Ordinance until the County Enforcing Agency has issued the required soil erosion permit. The Jackson County Road Commission shall not issue an ingress or driveway permit to a person engaged in an earth change, if the earth change requires a soil erosion permit under the Act, the Rules, or this Ordinance, until the County Enforcing Agency has issued the required soil erosion permit. In the event that a soil erosion permit is revoked, or a violation of the Act, the Rules, or this Ordinance is found by the County Enforcing Agency, the applicable township, city, village, and/or county agency, including the Jackson County Road Commission, that issues building permits or other permits, shall be requested to place a "hold" on any permits, approvals, inspections or legal exchanges of property until the site is brought into compliance.

- (3) **Copies of other permits; verifications by other agencies prior to soil erosion permit issuance:** Applicants for a soil erosion permit, shall provide the County Enforcing Agency with copies of the following permits, if those permits are required under the applicable law, and if in the determination of the County Enforcing Agency, those permits are necessary to review the application for compliance with the Act, the Rules, and this Ordinance:
- i. Wetland permit, pursuant to Part 303 of Act 451, Public Acts of 1994, as amended, or pursuant to a local wetland ordinance.
  - ii. Inland Lake and Streams permit, pursuant to Part 301 of Act 451, Public Acts of 1994, as amended.

The County Enforcing Agency (CEA) may require the applicant to provide verification as to the location of surface waters, if necessary to ensure compliance with the Act, the Rules, and this Ordinance. The CEA may require the applicant to provide verification that the local Planning Commission has approved the zoning or special use permit for this site.

- (4) **Copies of Notice of Coverage, Permit-by-Rule:** Soil erosion permit holders, required to obtain a Notice of Coverage (Sites disturbing greater than 5 acres with a direct discharge to waters of the state), Permit-by-Rule, under the National Pollution Discharge Elimination System (NPDES), Rule 323.2190 of Part 31 of Act 451, Public Acts of 1994, as amended, shall submit to the County Enforcing Agency:
- i. A copy of the NPDES acknowledgement letter within ten (10) business days of issuance of coverage.
- (5) **Notice by Authorized Public Agency:** Pursuant to Rule 323.1706(4), an authorized public agency exempt from obtaining a soil erosion permit under this Ordinance, shall notify the County Enforcing Agency of each proposed earth change in Jackson County prior to commencement of that activity.

## **ARTICLE V**

A. **Soil Erosion Permit Application Process.** Whenever an earth change activity requires a soil erosion permit under this Ordinance, a soil erosion permit shall be obtained from the County Enforcing Agency prior to the commencement of that activity. Any unauthorized work shall be considered a violation of this Ordinance, subject to all enforcement actions and penalties under this Ordinance, regardless of any later actions taken toward compliance.

To make application for a soil erosion permit, the landowner or designated agent shall

submit to the County Enforcing Agency a completed application form, a fee, and a soil erosion and sedimentation control plan. Application shall be made to:

Jackson County Health Department  
Environmental Health Division  
Soil Erosion and Sedimentation Control Program  
1715 Lansing Ave, Suite 221  
Jackson, MI 49202

The County Enforcing Agency shall review and determine if the application and soil erosion and sedimentation control plan is complete, informing the applicant of any deficiencies found. If no deficiencies are found, pursuant to Section 9112(1) of the Act, the County Enforcing Agency shall approve or deny an application for a soil erosion permit within fifteen (15) calendar days after the filing of a complete application.

**B. Soil Erosion Permit Plan Requirements.** A person required to obtain a soil erosion permit shall prepare or have prepared a soil erosion and sedimentation control plan (hereinafter "soil erosion plan"). The soil erosion plan shall incorporate temporary and permanent measures that protect the water's of the State and adjoining properties from soil erosion and sedimentation and which comply with all the following standards:

- (1) Minimize the area of unstabilized soils left unprotected from runoff and wind.
- (2) Minimize the amount of time areas of unstabilized soils are exposed to erosive forces.
- (3) Protect exposed soils with temporary or permanent vegetation, mulch, or other approved erosion resistance material, as soon as practical after earth disturbance.
- (4) Minimize the erosion potential of a disturbed site with design that considers soil type, time of year, proximity to waterways, duration of exposure, length and steepness of slope, anticipated volume and intensity of runoff.
- (5) Avoid concentrating runoff. If concentrated runoff is unavoidable, implement measures to reduce runoff to a non-erosive velocity.
- (6) Trap eroded sediments on-site with temporary and permanent barriers, basins, or other sediment retention measures and allow for the controlled discharge of runoff at a non-erosive velocity.



- (7) Implement a continuous inspection and maintenance procedure, which includes written documentation of the soil erosion and sedimentation control actions.

The soil erosion plan for commercial soil erosion permits shall be prepared under the direction of a professional engineer, certified in Michigan, unless waived in writing by the County Enforcing Agency. All commercial soil erosion permit applications shall contain three (3) sets of plans. The soil erosion plan for residential soil erosion permits will not require preparation under the direction of a professional engineer, certified in Michigan, unless determined necessary by the County Enforcing Agency in writing to the applicant. All residential soil erosion permit applications shall contain one (1) set of plans. A soil erosion plan, for both commercial and residential soil erosion permits, shall be considered complete when all the following have been included on the plan, in accordance with Rule 1703 and this Ordinance:

1. Name, address, and telephone numbers of the landowner, builder, and designated agent, if any.
2. Site location sketch that includes the proximity of any proposed earth change to lakes, streams, or wetlands on and within 500 feet of the parcel; and any other predominant land features.
3. Legal description of the affected parcel of land including the property tax identification number, easements, township, section, and address, if available.
4. A scaled site plan, of not more than 100 feet to the inch for commercial soil erosion plans and not more than 50 feet to the inch for residential soil erosion plans, or as otherwise determined by the County Enforcing Agency but not to exceed 200 feet to the inch. North arrow shall be shown.
5. Contour intervals or slope description.
6. A soil survey or a written description of the soil types of land area contemplated for the earth change.
7. Description and location of the physical limits of each proposed earth change, labeled limits of each disturbance.
8. Description and location of all existing and proposed on-site drainage and dewatering facilities, including drainage arrows and the location of catch basins.

9. The timing and sequence of each proposed earth change.
10. The location of, description of, and installation and removal of all proposed temporary soil erosion and sediment control measures.
11. The location of, description of, and installation of all proposed permanent soil erosion and sediment control measures. The plan is to reflect that permanent soil erosion and sediment control measures are to be completed for all slopes, channels, ditches, or any other disturbed area within five (5) calendar days after final grading or the final earth change has been completed.
12. A program for the maintenance of temporary soil erosion and sediment control measures until removal and for the continued maintenance of permanent soil erosion and sediment control measures that remain after project completion, including the designation of the person responsible for each maintenance. Maintenance responsibilities shall become a part of any sales or exchange agreement for the land on which the permanent soil erosion control measures are located.
13. Any other specific requirements of a complete plan as noted in writing on the application form for the commercial or residential soil erosion permit.

All temporary and permanent measures proposed in the soil erosion plan shall be installed and maintained in accordance with the standards and specifications of the product manufacturer, the Michigan Department of Environmental Quality "Guidebook of Best Management Practices for Michigan Watersheds", and the Michigan Department of Transportation. If a conflict exists between these standards and specifications, the County Enforcing Agency shall determine which specifications for best management practices shall control.

C. **Soil Erosion Permit Approval and Issuance.** A soil erosion permit will be issued provided the applicant meets all the requirements of the Act, the Rules, and this Ordinance; and if, in the determination of the County Enforcing Agency, the earth disturbance will not result in or contribute to the soil erosion or sedimentation of the water's of the State and adjoining properties. If the application and soil erosion and sedimentation control plan is approved and a soil erosion permit is issued, the applicant shall be notified by first-class mail. The County Enforcing Agent need not notify by mail if the permit is given to the applicant in person. A soil erosion permit is issued for six (6) or twelve (12) months, based upon the project, and must be renewed unless the site is stable and the permit is closed by the County Enforcing Agency. The soil erosion permit shall be posted at the site in a location noted in the permit, until the site is stable and the permit is closed by the County Enforcing Agency. The soil erosion plan shall be available on-site for inspection upon request by the County Enforcing Agency.

D. **Soil Erosion Permit Denial.** A soil erosion permit will be denied, or the

application required to be modified, when the County Enforcing Agency determines that the application and/or soil erosion and sedimentation control plan as submitted will result in or contribute to the soil erosion or sedimentation of the water's of the State and adjoining properties, and is not consistent with the requirements of the Act, the Rules, and this Ordinance. If the application is disapproved, and the permit denied, the County Enforcing Agency shall notify the applicant by certified mail of the reasons for denial and the conditions necessary for approval. The County Enforcing Agency need not notify by mail if the applicant is given written disapproval in person.

E. **Soil Erosion Permit Modification.** A soil erosion permit may be modified by written order of the County Enforcing Agency at any time. If there are any changes to the scope or character of the project from what was approved in the issued soil erosion permit, including but not limited to the area of disturbance or temporary soil erosion control measures, the permittee must submit these changes to the County Enforcing Agency for approval as a modification of the permit prior to that change occurring. This request shall be in writing and include a revised soil erosion plan reflecting any proposed modifications. If the change is a result of an emergency, and already performed, the permittee shall submit for an after-the-fact approval to the County Enforcing Agency within five (5) days after the change has been made. The County Enforcing Agency shall provide written notification of its determination of the request for permit modification within ten (10) days of receipt of the request. There will be no additional fee for modification of a permit, unless the area under disturbance is increased.

F. **Soil Erosion Permit Renewal.** All soil erosion permits must be renewed before expiration unless the County Enforcing Agency determines that the earth disturbance is permanently stabilized and the permit can be closed. If the County Enforcing Agency has not made that determination, the permittee shall make application for renewal at least two (2) weeks prior to the expiration of the permit. The request for renewal shall include the appropriate fee in effect at the time of renewal, and a written description and revised soil erosion plan reflecting any changes to the scope of the activity or other information, since the previous permit was issued. The renewal permit is to be posted on-site with the original permit.

G. **Soil Erosion Permit Transfers.** Whenever a property changes ownership, the soil erosion permit and all responsibilities including conditions of issuance, fees, fines, and penalties owed, shall be transferred to the new landowner. Transfer of the permit shall be made by completing a form developed by the Michigan Department of Environmental Quality and provided by the County Enforcing Agency, with signature of the new landowner, and then filing that completed form with the County Enforcing Agency. There is no fee required for transferring a soil erosion permit.

H. **Soil Erosion Permit Closure.** A soil erosion permit will be closed when the County Enforcing Agency has determined that the earth disturbance has been permanently stabilized. For purposes of this determination, the earth disturbance is considered permanently stabilized when permanent control measures (pavement, rock, grasses or other vegetation and landscaping) are installed in a manner that ensures its resistance to soil erosion, sliding, or other earth movement which prevents soil from entering the waters of the State or onto adjacent properties after project completion. For

grass to be considered established sufficiently for permit closure, it must be at least three (3) inches tall and uniformly cover over 90% of the disturbed area.

I. **Soil Erosion Permit Revocation.** Soil erosion permits may be revoked for any of the following reasons:

1. Failure to adhere to conditions of the permit, including the approved SESC plan.
2. Misrepresentation or failure to disclose relevant facts in the application or plans as submitted.
3. Failure to adhere to the requirements of the Act, the Rules, and this Ordinance that results in the issuance of a Cease and Desist Order.

Notice of permit revocation shall be by certified mail and by posting on-site. A copy of the notice may also be given in person or by facsimile, but will not substitute for the other notice. If a permit has been revoked for any reason, the permit process will begin again and an application, plan, and necessary fees, including re-inspection fees, will have to be submitted. Fees will be based on those in effect at the time of reapplying for a permit.

J. **Soil Erosion Permit Performance Guarantees.** Permit performance guarantees may be required by the County Enforcing Agency at the issuance of a permit, including after a Cease and Desist Order has been issued. The performance guarantee shall be in an amount sufficient to assure the installation and completion of such protective or corrective measures as may be required by the County Enforcing Agency to implement and maintain soil erosion and sedimentation controls authorized by the permit, until the site is properly stabilized. All necessary costs and expenses incurred, including the incidental administrative and legal costs, shall be covered through this performance guarantee. At the permittee's choosing, this performance guarantee shall be in the form of cash, certified check, irrevocable bank letter of credit or bond acceptable to the County Enforcing Agency. The remaining balance of the performance guarantee will be returned to the permittee upon a determination by the County Enforcing Agency at a close-out inspection, that the site is permanently stabilized and has met all requirements set forth by the Act, the Rules, this Ordinance, and the issued permit. The remaining balance of the performance guarantee shall be returned within one month of this determination.

## **ARTICLE VI**

**Inspections.** As specifically allowed under Section 9113(2) of the Act, the County Enforcing Agency may enter at all reasonable times upon any property to conduct on-site inspections to ensure compliance with the Act, the Rules, this Ordinance or any issued permit. Such inspections may take place before, during and/or after any earth change activity. If, upon inspection, existing site conditions are found to be in conflict with the Act, the Rules, this Ordinance, or with an issued soil erosion permit, a Cease and Desist Order and/or any other enforcement action authorized under the Act, the

Rules, or this Ordinance may be pursued by the County Enforcing Agency.

## **ARTICLE VII**

**Fees.** All fees shall be paid to the County Enforcing Agency in accordance with a fee schedule determined by resolution of the Jackson County Board of Commissioners, which shall be amended from time to time.

## **ARTICLE VIII**

A. **Notice of Violation.** If the County Enforcing Agency determines that soil erosion and sedimentation of the waters of the State or adjoining properties has occurred or could reasonably occur in violation of the Act, the Rules, or this Ordinance, the County Enforcing Agency may seek to enforce compliance by notifying the landowner by certified, return receipt requested, of its determination. In addition, the property upon which the violation is occurring will be posted with the notice. The notice shall contain a description of the violation, what must be done to remedy the violation, and specify a time in which to comply with the notice, but not more than five (5) calendar days from mailing of the notice.

B. **Compliance; time.** If the landowner has failed to comply with the notice of violation within five (5) calendar days of mailing, the County Enforcing Agency may enter upon the land to construct, implement, and maintain soil erosion and sedimentation control measures in conformance with the Act, the Rules, this Ordinance and the notice, whenever soil erosion and sedimentation of the waters of the State or adjoining properties could reasonably occur or have occurred. However, the County Enforcing Agency shall not expend more than \$10,000 for the cost of the work, materials, labor and administration without prior written notice that the expenditure could exceed \$10,000. If more than \$10,000 is to be expended, then the work shall not begin until at least ten (10) calendar days after the notice of violation has been mailed.

C. **Reimbursement of County Enforcing Agency's Lien for Expenses; Priority; Collection and Treatment of Lien.** All expenses incurred by the County Enforcing Agency to bring land into compliance under this Section shall be reimbursed by the landowner. The County Enforcing Agency shall have a lien for the expenses incurred to bring the land into conformance. With respect to single-family or multi-family residential property, the lien for such expenses shall have priority over all liens and encumbrances filed or recorded after the date of such expenditure, pursuant to the Act. With respect to all other property, the lien for such expenses shall be collected and treated in the same manner as provided for property tax liens under the General Property Tax Act, being Act 206, Public Act of 1893, as amended.

D. **Cease and Desist.** The County Enforcing Agency may issue a Cease and Desist Order upon finding a violation of the Act, the Rules, or this Ordinance, an issued soil erosion permit, including the soil erosion plan, or an affidavit of compliance. Notice shall be given by certified mail, return receipt requested, and posted on-site. When a

Cease and Desist Order is issued, the soil erosion permit or affidavit of compliance is revoked pursuant to Section I of Article V.

## **ARTICLE IX**

**Injunctive Relief.** Notwithstanding any other remedy and penalty provided in the Act, the Rules, or this Ordinance, the County may maintain an action in its own name in a court of competent jurisdiction for an injunction or other process against any person to restrain or prevent violation of the Act, the Rules or this Ordinance.

## **ARTICLE X**

### **A. Violations; Penalties**

1. A person who violates Part 91, the Rules or this Ordinance, is responsible for a municipal civil infraction and may be ordered to pay a civil fine of not more than \$2,500.
2. A person who knowingly violates Part 91, the Rules or this Ordinance or knowingly makes a false statement in an application for a permit or in a Soil Erosion and Sedimentation Control Plan is responsible for the payment of a civil fine of not more than \$10,000 for each day of violation.

## **ARTICLE XI**

- A. **Appeal of Permit Decision; Informal Hearing.** If the landowner or designated agent is aggrieved by a permit decision, a written appeal including the reason for the appeal, which references the applicable section of the Ordinance along with the required fees, if any, may be filed with the Jackson County Health Department within 10 days of the decision. An informal hearing before the Health Officer will be scheduled within 10 days of receiving the request. The informal hearing will allow the landowner or designated agent an opportunity to submit additional information or re-emphasize previously submitted data. The Health Officer will then review the information and take under advisement any other comments received before making a final decision within 10 days of the informal hearing, and forward this final decision to the landowner or designated agent by first class mail.
- B. **Appeal of Notice of Violation; Informal Hearing.** If the landowner or designated agent is aggrieved by a compliance and enforcement action made by the county enforcing agency pursuant to this Ordinance; a written appeal including the reason for the appeal, which references the applicable section of the Ordinance along with the required fees, if any, may be filed with the Jackson County Health Department within 24 hours of receiving a notice of violation. If an appeal is filed, an informal hearing will be scheduled within 3 days of the date of the filing. The informal hearing will allow the landowner or designated agent an opportunity to submit additional information or re-emphasize previously submitted data. The Health Officer will then review the information and take under advisement any other information received before making a final decision within 2

days of the informal hearing, and forward this final decision to the landowner or designated agent in person or by certified mail, return receipt requested.

- C. **Standard of Review.** The Health Officer shall sustain the decision of the County Enforcing Agency staff unless the Health Officer finds, by clear and convincing evidence that the decision of the County Enforcing Agency staff was:
- 1) Based upon a mistake(s) of fact and that the correction of that mistake(s) leads to a different result; or,
  - 2) Based upon a mistake(s) of law and that the correction of that mistake(s) leads to a different result; or,
  - 3) Constitutes an abuse of discretion and no factual or legal argument provides any support for the County Enforcing Agency staff's position.
- D. **Final Decisions.** All decisions, whether oral or written, shall include a brief recap of testimony and evidence presented. The decision of the Health Officer shall be binding upon the County Enforcing Agency and the Landowner, Designated Agent and/or On-Site Authorized Agent.

## **ARTICLE XII**

- A. **Fees.** All costs and fees shall be paid to the Jackson County Health Department in accordance with a fee schedule determined by resolution by the Jackson County Board of Commissioners, copy attached, which shall be amended from time to time.
- B. **Severability.** The various parts, sections, subsections, paragraphs, sentences, phrases, and clauses of this Ordinance are hereby declared to be severable. If any part, section, subsection, paragraph, sentence, phrase or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, it shall be considered severed from this Ordinance and shall not be construed as affecting the validity of the remaining portions of this Ordinance.
- C. **Construction.** When not inconsistent with the context, words used in the present tense include the future. Words in the singular include the plural and words in the plural include the singular. Masculine shall include a feminine and neuter. The word "shall" is always mandatory and not merely directive. Words or terms not defined herein shall be interpreted as defined in statutes, regulations, or codes to which they apply or if not so defined shall be defined in the manner of their common meaning. Headings shall be deemed for convenience and shall not limit the scope of any section of this Ordinance.
- D. **Repeal.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

- E. **Effective Date.** This Ordinance shall be effective when notice of adoption is published in a newspaper of general circulation within the County. All unexpired permits issued prior to the adoption of said Ordinance and bonds on file pursuant to those permits shall remain in effect and shall be subject to provisions of this Ordinance.



**JACKSON COUNTY BOARD OF COMMISSIONERS  
SPECIAL MEETING  
Friday, May 9, 2008  
6<sup>th</sup> 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** County Clerk – Amanda L. Riska

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

**3. PUBLIC COMMENT**

None.

**4. EXTENSION OF RAMCO-GERSHENSON L.P. PURCHASE AGREEMENT  
FOR AIRPORT PROPERTY**

*Moved by Poleski, supported by Lutchka to instruct the Chair to execute the First Amendment to Purchase and Sale Agreement.* Voice vote. Motion carried unanimously.

**5. PUBLIC COMMENT**

None.

**6. ADJOURN**

Chairman Shotwell adjourned the May 9, 2008, Special Meeting of the Jackson County Board of Commissioners at 7:32 a.m.

James E. Shotwell – Chairman, Jackson County Board of Commissioners  
Amanda L. Riska – Jackson County Clerk

**JACKSON COUNTY BOARD OF COMMISSIONERS  
SPECIAL MEETING  
Friday, June 6, 2008  
6<sup>th</sup> 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 Clerk – Carrienne VanDusseldorp

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

**3. PUBLIC COMMENT**

Judy Dynnik spoke regarding Animal Control. She would like to see an Altering Program.

**4. JACKSON COUNTY FAIR SPONSORSHIP CONTRACTS**

*Moved by Lutchka, supported by Elwell to Accept the Sponsorship and Naming Rights Agreement between the Jackson County Fair and American 1 Federal Credit Union.*  
Roll Call: (12) Yeas. Motion carried unanimously.

**5. PUBLIC COMMENT**

None.

**6. ADJOURN**

Chairman Shotwell adjourned the June 6, 2008, Special Meeting of the Jackson County Board of Commissioners at 7:36 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

**MINUTES**  
**JACKSON COUNTY BOARD OF COMMISSIONERS**  
**May 20, 2008**  
**7:00 p.m.**  
**County Commission Chambers**

- 1. CALL TO ORDER:** Chairman Shotwell called the May 20, 2008 meeting of the Jackson County Board of Commissioners to order at 7:01 p.m.
- 2. INVOCATION:** by Commissioner James V. Videto
- 3. PLEDGE OF ALLEGIANCE:** by Chairman Steve Shotwell
- 4. ROLL CALL:** County Clerk Amanda L. Riska

(10) Present: Commissioners Herl, Lutchka, Brittain, Poleski, Videto, Brown, Smith, Way, Elwell, and Shotwell.

(2) Absent: Commissioners Duckham and Mahoney.

**5. APPROVAL OF AGENDA:**

Mr. Elwell added the item Pension under New Business Item 15. C.

Mr. Herl Special Meeting on June 6, 2008 at 7:30 a.m. at the Jackson County Fairgrounds.

Mr. Poleski deleted Item 8. A. Jackson County Employees' Retirement System By-Law Amendment – Section 27.

Addition of item 15.D – Special Board Meeting date set for June 6, 2008 at 7:30 a.m. regarding Sponsorship Contracts with the County Fair.

*Moved by Brown, supported by Herl for the approval of the agenda as amended.* Motion carried.

**6. AWARDS & RECOGNITIONS**

None.

**7. COMMUNICATIONS/PETITIONS**

None.

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

~~**A. Jackson County Employees' Retirement System By-Law Amendment**~~

**9. PUBLIC COMMENT:**

Jack Hurla spoke regarding the incinerator.

Herb Howard stated that he was running for County Commissioner in District 3.

Patricia Rayl stated that she was applying for a position on the Upper Grand River Watershed Council.

Janet Rochefort spoke regarding Elected Official health insurance.

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

None.

**11. MINUTES:**

Minutes of the 4/15/08 Regular Meeting of the Jackson County Board of Commissioners Meeting minutes.

*Moved by Elwell, supported by Videto for approval of the meeting minutes from the 4/15/08 Regular Meeting of the Jackson County Board of Commissioners.* Motion Carried.

**12. CONSENT AGENDA:**

*Moved by Herl, supported by Brown for approval of the consent agenda.* Roll call: (10) Yeas. Motion carried unanimously.

**A. County Affairs - None**

**B. County Agencies**

**1. Inmate Telephone System**

**C. Human Services**

**2. Smiles on Wheels Request for Use of Vacant Room #261 in the Human Services Building on a Semi-Permanent Basis**

**D. Personnel & Finance**

**3. Document Imaging Solution for Friend of the Court**

**4. Dependent Eligibility Audit Review**

**5. Budget Adjustments**

- a. Child Care Fund
- b. Department on Aging
- c. Parks

**E. Claims - 3/1/08 – 3/31/08**

**13. STANDING COMMITTEES:**

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

**1. May 2008 Appointments**

- a. **Region 2 Area Agency on Aging – one public member, term to 4/31/2010**

Cmr. Lutchka stated that the committee recommended Brenda Abbey. Cmr. Poleski nominated Arlene Shepherd. Roll Call: (4) Abbey. Cmr. Lutchka, Brittain, Smith, and Way. (6) Shepherd. Cmr. Herl, Poleski, Videto, Brown, Elwell, and Shotwell.

Second round of voting between Brenda Abbey and Arlene Shepherd. Roll Call: (2) Abbey. Cmr. Brittain and Smith. (8) Shepherd. Cmr. Herl, Lutchka, Poleski, Videto, Brown, Way, Elwell, and Shotwell. *Arlene Shepherd appointed.*

- b. **Jackson County Employees' Retirement System – one appointed position, term to 5/31/2011**

Chairman Shotwell nominated Gerard Cyrocki. *Moved by Poleski, supported by Herl to ratify the chairman's nomination.* Motion carried – Gerard Cyrocki appointed.

- c. **Upper Grand River Watershed Council – six public members, terms to 5/31/2010**

Cmr. Lutchka stated that the committee recommended Scott Ambs, Geoff Snyder, James Spink, and Patricia Rayl. No other nominations from the floor. *Scott Ambs, Geoff Snyder, James Spink, and Patricia Rayl appointed.* The remaining two openings will be posted.

**2. GIS**

- a. **Proposed Prices for Digital and Hard Copies**

1st Reading of the Proposed Prices for Digital and Hard Copies.

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

None.

## **C. Human Services – Commissioner Mike Way**

### **1. Proposed Soil Erosion Program Fees**

1<sup>st</sup> Reading of the Proposed Soil Erosion Program Fees

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

### **1. Review and Discussion of Elimination of Lifetime Benefits for Elected Officials.**

Comr. Brittain questioned why the committee sent it to the board without making a recommendation.

Comr. Elwell stated that he would not have been ready to vote on the issue that night, but he would have been prepared to at least talk about it and explore the different intricacies of it. He thought it would be wise to get some of the issues out there before it went back to committee, because of it being such a complicated issue. He stated that he would appreciate being able to talk about it in front of the public that attended the meeting.

Comr. Poleski stated that he supported the motion only to allow them to discuss it, but intended to vote against it. He preferred to vote on the motion that night.

Comr. Lutchka felt that they needed some figures and more concrete information on the total cost and what is involved in the package, as well as the consequences it could have on their government.

*Moved by Lutchka, supported by Poleski to send the issue of the Elimination of Lifetime Benefits for Elected Officials back to Personnel and Finance for further study and recommendations to come before the board at the next full board meeting.* Roll Call: (4) Yeas. Comrs. Herl, Lutchka, Videto, and Smith. (6) Nays. Comrs. Brittain, Poleski, Shotwell, Brown, Way, and Elwell. Motion failed.

Comr. Brittain stated that there are 12 commissioners who are also elected officials and they don't get pension and benefits. He doesn't think elected officials should get lifetime pensions or benefits. He agrees that they need to get qualified people in those positions, but they would know what they're getting before they ran for election. He thinks that it should be left up to the taxpayers to re-elect them if they come in and don't give 110%. He thinks that with the economy the way it is, they need to look at ways to eliminate these types of benefits.

Comr. Elwell stated that he was not prepared to vote on the issue that night. He doesn't fully understand who gets what benefits when, and thinks that the commission would be wise to know that before voting. He said that if they look to the motion itself, it is fairly complicated and he's not sure that it was written the way Comr. Brittain intended. For example, life insurance would be cut and he's not sure that was what was intended. He also stated that the commissioners receive life insurance and if it is eliminated for higher elected officials, it should be eliminated for them as well. He didn't understand if the

intent of the motion is to disallow health care benefits for high elected officials only during their term or ever have them. He further stated that there is a potential for high elected officials that may get elected to office that currently have benefits and he understands it that if this motion went through they would not. He doesn't know if that is wise or not, but he thinks that it has to be a level playing field. He doesn't know how they could eliminate it for one newly elected official and not for all of them. He thinks they need to fully understand the ramifications and implications of it. He didn't think they were prepared to make a decision on such a complicated issue. He agrees with Cmr. Poleski that the potential upcoming elected officials need to know what to expect, but he didn't understand the difference of whether they voted on it that night or next month. He personally felt that they should be ready to vote on the issue at the next month's meeting.

Cmr. Lutchka echoed what Cmr. Elwell said. He also stated that government is like a business and businesses do not eliminate health care benefits for their highest officers. He thinks that by taking the benefits away, you might only get rich people to run who can afford to not have benefits. He thinks that they do need to understand what everybody gets, because he doesn't think they are treated any differently than the employees. He thinks they need to look at all of the information, discuss it, and come back with a recommendation at the next meeting.

Cmr. Brown strongly agreed with everything that everyone was saying. He felt that they were unprepared to vote on the situation because of the many issues that a lot of them did not understand. He was surprised at how much elected officials did, and thought that everyone else would be too. He agrees with Cmr. Herl that the government is crumbling and if they are going to have good, key people running the County, they need to look at it. He does not want to jeopardize that, and strongly feels that they need to study the issue before voting.

Cmr. Herl stated that he was there when the benefits were taken away from the County Commissioners because they only work part-time. He does think that the high elected officials that are currently in office pretty much work full-time, and need those benefits. If they are going to vote on it next month or study it in a study session, he wants numbers in front of him and explanations of what it is all about so they can make a good decision about it.

Cmr. Poleski stated that what he had heard in committee was that newly elected officials would fall under the same fringe benefit plan that the newly hired non-union employees do, which is a more restricted benefit package. He feels satisfied that it is an adequate fringe benefit package, and is more fiscally prudent being that it is more restricted. He stated that the six elected officials are effectively full-time employees and he thinks they are competing effectively with business for those talented people and should provide them with a compensation package that is similar to what they would receive in business. He thinks the pool of talent would be limited if they were to take the fringe benefit package away. He believes that the only people who would be able to run for county offices would be people who were retired or independently wealthy. He thinks that taking no action is the default, and the appropriate action.

Cmr. Way stated that it was fairly obvious that there are a lot of questions and concerns

regarding this issue and recommended that it not be sent back to Personnel and Finance, but rather be sent to a Study Session with the whole board present. He also recommended that it be scheduled in the evening so members of the public could attend.

Chairman Shotwell clarified that the commission as a whole wanted to postpone the decision until the County Administrator could return with a definition that would affect each of the six elected officials to a Study Session before the issue is voted on next month.

Cmr. Elwell stated that he wanted more than just the information provided by Randy. He thinks they need to have the discussion again.

*Moved by Elwell, supported by Videto to table the issue of the Elimination of Lifetime Benefits for Elected Officials until the June Board of Commissioner Meeting, providing they have discussion on the issue at a Study Session before that time.* Roll Call: (8) Yeas. Cmr. Lutchka, Brittain, Videto, Shotwell, Brown, Smith, Way, and Elwell. (2) Nays. Cmr. Herl and Poleski.

#### **14. UNFINISHED BUSINESS:**

##### **A. Rescind the motion passed at the Special Board meeting on April 21, 2008 that stated:**

**To authorize up to \$250,000 in loan from the Maintenance of Effort Fund at an interest rate that is normally charged by the County Treasurer for similar loans; such loan to be paid back within six months of first draw; and to authorize the Administrator/Controller to disperse the funds as he sees the need.**

*Moved by Brittain, supported by Way to Rescind the motion passed at the Special Board meeting on April 21, 2008 that authorized up to \$250,000 in loan from the Maintenance of Effort Fund at an interest rate that is normally charged by the County Treasurer for similar loans; such loan to be paid back within six months of first draw; and to authorize the Administrator/Controller to disperse the funds as he sees the need.* Roll Call: (10) Yeas. Motion carried unanimously.

#### **15. NEW BUSINESS:**

##### **A. Proposed Revision to DROP Program for Road Commission Employees**

Cmr. Elwell stated that he looked in the packet and it talked about an actuarial but he didn't see that or even a synopsis of that. He said it would have been helpful to have that information so they knew if it was revenue and cost neutral. He also asked for clarification as to whether this was intended to only lower the age for the DROP program, or to actually allow people to retire at the age of 57 instead of 60.

Administrator/Controller Treacher stated that it is expense neutral. He explained that this was part of a package and it isn't the only issue that is being negotiated with the AFSCME union. He further stated that there are several individuals in that union that are unable to retire because of the pension that they have and because of the years of service



requirement, even though they have over 40 years on the road. He stated that this is an opportunity that is basically no cost to the commission that would allow people to get off the road who wanted to do that. It is something that the union has asked for and is recommended by the managing director. He further stated that the intention of this is only for the DROP program.

Cmr. Elwell asked that if in reality people that are of age 57 if they could start the DROP program and then leave anytime within 3 years as it is now. He stated that it is somewhat conflicting with what was said about not being old enough to retire and this is specifically to lower the DROP participation age. He further stated that his understanding of what the DROP program is that there is no age tied to it, but is based on years of service. With this they have age tied to theirs and asked if this was to drop not necessarily for retirement but for DROP participation.

Administrator/Controller Treacher stated that was correct.

Cmr. Videto asked if there was any downside by following through with the proposal.

Administrator/Controller Treacher answered that there is no downside that he can see, unless they are concerned with losing experienced people 3 years earlier.

Cmr. Brittain asked if they had an idea of what the savings would be per employee that put in for the DROP early.

Administrator/Controller Treacher stated that this is neutral in that there is no savings and no costs. He further stated that it is not a matter of saving money, but rather trying to prevent people who are in their sixties from working 40 years to retire from the Road Commission.

Cmr. Elwell asked if someone was 58 if they could retire under the current program.

Administrator/Controller Treacher said they could not under the current program. He explained that employees have to be eligible to retire to go into the DROP. He stated that currently the minimum age is 60 for them to enter the DROP which means that if they wanted to take full advantage of the DROP they would not be able to leave until they were 63 years old. This would also put them past social security age, which is why it is being recommended.

Cmr. Elwell's concern was that if this was passed someone could enter into the DROP program at age 57 and potentially retire the next day.

Administrator/Controller Treacher did not believe that to be anyone's intent and stated that it would be to the employee's disadvantage because it would lower their retirement compensation by retiring 3 years earlier.

Cmr. Herl asked if they would accrue additional service time during the 3 years.

Administrator/Controller Treacher answered no.

Cmr. Brittain asked why the County would do this if there is no savings. He pointed out that the average retirement age is 62 for someone who doesn't work for the government. He doesn't think preferential treatment should be given to a government employee over an average citizen with no cost savings, so he will be opposing.

Cmr. Smith asked if they would get any additional money because they would be retiring early.

Administrator/Controller Treacher explained that this is exactly the same as the regular County DROP, but with a lower age. He stated that with the County right now you can DROP after 25 years of service regardless of age, but at the Road Commission they have to work until age 60 regardless of years of service. In order to get full advantage of the DROP they would have to work until age 63 which is a year beyond social security.

Cmr. Poleski stated that he agreed with Cmr. Brittain. He said that when he hears the words full advantage and huge advantage for the employee, he hears expense to the County. He admitted that he is ignorant with the mechanisms of the DROP program. He stated that without seeing some kind of savings to the Road Commission and ultimately to the County, he would prefer to vote against the motion.

Administrator/Controller Treacher explained to the board that this is part of a negotiated package and is not the only thing, but it does need concurrence from the board because the board is the plan sponsor for the retirement system. He said that what they are effectively saying is that they are going to vote no on one part of a collective bargaining agreement. He stated that is not the board's job even though it is provided in the packet to them, but is up to the Road Commission to manage that and figure out what the entire package is to look like, not one part of it. He said that this benefit even as being proposed, would still not be as good as what is currently in place for County employees. He said that he didn't understand what the questioning is.

Cmr. Lutchka stated that he would think there would be some savings because a senior employee would retire and would be replaced with a junior employee.

Cmr. Brown stated that he thinks it is a fair proposal.

Cmr. Elwell added that there would be a savings because when an employee enters the DROP program it locks in their multiplier amount, which doesn't cost them directly out of the budget but costs the pension. He said that if they continued working for 3 more years their multiplier would be higher. He said that he has never worked for a Road Commission, but has done utility work and it's very hard work – especially after 40 years of it. He thinks that he will end up supporting it, but pointed out that more information would have been helpful.

Cmr. Videto said that they spent a lot of time discussing the issue when they put the DROP program into the County. He said that the outcome of the original discussion was that there are some benefits to the employee, but a lot of benefits to the employer. He said that if they revisit some of the original conversations they had on the DROP program and what it can do, it is very clear.

*Moved by Lutchka, supported by Brown to move the question.* Motion carried unanimously.

Actual Proposal - Roll Call: (9) Yeas. Cmr. Herl, Lutchka, Brittain, Videto, Shotwell, Brown, Smith, Way, Elwell. (1) Nay. Cmr. Poleski.

**B. Set Meeting Dates for Two Special Meetings of the Board of Commissioners for Thursday, July 10, 2008 and Friday, July 11, 2008 at 9:00 a.m. in the County Commission Chambers, County Tower Building for the Purpose of the First Round of Interviews of Candidates for the Deputy Administrator Position.**

*Moved by Herl, supported by Brown to Set Meeting Dates for Two Special Meetings of the Board of Commissioners for Thursday, July 10, 2008 and Friday, July 11, 2008 at 9:00 a.m. in the County Commission Chambers, County Tower Building for the Purpose of the First Round of Interviews of Candidates for the Deputy Administrator Position.* Voice Vote: (9) Yeas. Cmr. Herl, Lutchka, Poleski, Videto, Shotwell, Brown, Smith, Way, and Elwell. (1) Nay. Cmr. Brittain. Motion carried.

**C. Explore the Potential of Switching the County Pension to MERS, Specifically Reviewing Costs and Potential Savings and Report the Findings at the Board Meeting in August.**

Cmr. Brittain stated that he felt MERS would be a very good thing and could save the County a lot of money. He pointed out that many other townships and counties have gone that direction. He will be supporting.

*Moved by Elwell, supported by Poleski to have the Administrator/Controller Explore the Potential of Switching the County Pension to MERS, Specifically Reviewing Costs and Potential Savings and Report the Findings at the Board Meeting in August.* Roll Call: (10) Yeas. Motion carried unanimously.

**D. Special Board Meeting date set for June 6, 2008 at 7:30 a.m. regarding Sponsorship Contracts with the County Fair**

*Moved by Herl, supported by Brittain to Set a Special Board Meeting for June 6, 2008 at 7:30 a.m. regarding Sponsorship Contracts with the County Fair.* Motion carried unanimously.

**16. PUBLIC COMMENTS:**

No public comment

**17. COMMISSIONER COMMENTS:**

Cmr. Brittain said "I told you so" regarding the control of the Animal Shelter being taken by the Sheriff's Department.

Cmr. Herl thanked the commissioners for taking the surveys for Intergovernmental Cooperation.

**18. CLOSED SESSION:**

None

**19. ADJOURNMENT:**

Chairman Shotwell adjourned the May 20, 2008 meeting of the Jackson County Board of Commissioners at 8:04 p.m.

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

Amanda L. Riska – County Clerk

Respectfully submitted by Carrienne VanDusseldorp – Chief Deputy County Clerk

Consent Agenda  
Motions

June 17, 2008

***Roll Call***

1. Motion: Approve the MDOT Grant for Runway 14-32 Phase Two Construction
2. Motion: Approve Resolution (06-08.17) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2008-0288 (FEDERAL PROJECT #B-26-0051-2108) for Extension of Runway 14-32 (Phase II) as Further Described in Contract No. 38-01-C69
3. Motion: Approve the Contract with Mead & Hunt for Runway 14-32 Construction Administration Services – MDOT Contract #2008-0288
4. Motion: Approve the 2008 Millage Rate
5. Motion: Approve the Management Agreement with the Nature Conservancy for Burns County Park
6. Motion: Approve the Comprehensive Community Corrections Plan and Application – Fiscal Year 2009
7. Motion: Approve the RFP for Court Appointed Services for Felony Defendants
8. Motion: Approve the 2008 Agreement for Economic Development Services Between Jackson County and the Enterprise Group of Jackson, Inc.
9. Motion: Approve Resolution (06-08.18) Authorizing the Treasurer to Purchase HUD Foreclosed Property in the Name of the County for Deposit into the Jackson County Land Bank Authority Inventory
10. Motion: Approve the Budget Adjustments for Parks and Health Department
11. Motion: Approve the Claims 4/1/08 – 4/30/08 and 5/1/08 – 5/31/08



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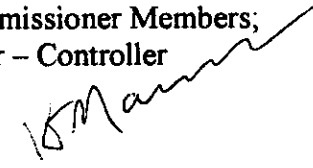
## Jackson County Airport

3606 Wildwood Avenue  
(517) 788-4225

Jackson, Michigan 49202  
FAX (517) 788-4682

May 21, 2008

TO: Jackson County Airport Board Members;  
Jackson County Board of Commissioner Members;  
Randy Treacher, Administrator – Controller

FROM: Kent Maurer, Airport Manager 

RE: **AGENDA ITEM:** Grant with MDOT for Runway 14-32 Phase Two Construction

I am submitting for your approval a draft resolution and MDOT Sponsor Contract #2008-0288 for Federal Project # B-26-0051-2108 in the amount of \$3,850,000 (Federal \$3,657,500; State \$96,250; County \$96,250). This grant is for Phase Two (and complete) construction of Runway 14-32 with FAA required runway safety areas.

I am requesting that this grant be placed as an item for consideration at the next Jackson County Commission meeting. I will be present to answer any questions.



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
**DEPARTMENT OF TRANSPORTATION**  
LANSING

KIRK T. STEUDLE  
DIRECTOR

May 14, 2008

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

Dear Mr. Maurer:

SUBJECT: Jackson County-Reynolds Field  
Jackson, Michigan  
Fed. Proj. No. B-26-0051-2108  
MDOT Contract No. 2008-0288

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

- \_\_\_\_\_ **PLEASE DO NOT DATE THE CONTRACTS.** MDOT will date the contracts when they are executed. (A contract is **not** executed unless both parties have signed it.)
- \_\_\_\_\_ Secure the necessary signatures on **both** contracts.
- \_\_\_\_\_ **Include a certified resolution/authorization that specifically names the official(s) authorized to sign the contract.** One must be submitted for **each** contract even though you may have submitted one to us in the past.
- \_\_\_\_\_ If applicable, please provide any credit documentation to the project manager as soon as possible.
- \_\_\_\_\_ Return **both** copies of the contract to my attention at the address below for execution by MDOT. In order to meet the scheduled project start date and/or timely processing of project costs, **please return the contract by June 18, 2008.** One fully executed contract will be forwarded to you.

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

Sincerely,

Susan Panetta, Contract Administrator  
Bureau of Aeronautics and Freight Services

Enclosures

cc: Amanda Hopper  
File  
DAB 6-17-08

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

This Contract is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and Jackson County Board of Commissioners, hereinafter referred to as the "SPONSOR," for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Jackson County-Reynolds Field, whose associated city is Jackson, Michigan, such undertaking hereinafter referred to as the "PROJECT," estimated in detail in Exhibit 1, dated May 9, 2008, attached hereto and made a part hereof.

**PROJECT DESCRIPTION: EXTENSION OF RUNWAY 14/32 (PHASE II), AS FURTHER DEFINED IN CONTRACT NO. FM 38-01-C69.**

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) 1, 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-26-0051-2108, award year 2008, 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 .....	\$3,657,500.00
Maximum DEPARTMENT Share .....	\$96,250.00
SPONSOR Share .....	<u>\$96,250.00</u>
<i>Estimated PROJECT COST</i> .....	\$3,850,000.00

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

Project No. B-26-0051-2108  
Contract No. FM 38-01-C69

May 9, 2008

	Federal	State	Local	Total
ADMINISTRATION	\$1,900	\$50	\$50	\$2,000
DEPARTMENT-AERO	\$1,900	\$50	\$50	\$2,000
LAND	\$0	\$0	\$0	\$0
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION	\$3,556,506	\$93,592	\$93,592	\$3,743,690
Runway 14/32 Extension - phase II	\$3,255,353	\$85,667	\$85,667	\$3,426,687
AERO Construction	\$9,503	\$250	\$250	\$10,003
CONSULTANT Construction	\$291,650	\$7,675	\$7,675	\$307,000
CONTINGENCIES	\$99,094	\$2,608	\$2,608	\$104,310
Funding Contingency	\$99,094	\$2,608	\$2,608	\$104,310
<b>TOTAL PROJECT BUDGET</b>	<b>\$3,657,500</b>	<b>\$96,250</b>	<b>\$96,250</b>	<b>\$3,850,000</b>

## **ATTACHMENT 1**

### **SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING CONSTRUCTION WORK AT ALL CLASSIFICATIONS OF AIRPORTS**

1. The term PROJECT COST shall include the cost of the physical construction necessary for the completion of the PROJECT, including the costs of preliminary, design and construction engineering and supervision, environmental studies and reports, airport layout plan updates relating to the PROJECT and the cost of advertising for and receiving bids.
2. The DEPARTMENT is authorized by the SPONSOR pursuant to this contract to advertise and to award the contract for the construction work in the name of the SPONSOR in accordance with the following:
  - a. Prequalification of bidders shall be determined by the DEPARTMENT in accordance with the "Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work".
  - b. Prior to advertising the construction work for receipt of bids, the SPONSOR may delete any portion or all of the PROJECT work.
  - c. If after receipt of bids for the construction work, the SPONSOR gives notice of circumstances which affect its ability to proceed, the DEPARTMENT, on behalf of the SPONSOR and with the concurrence of the FAA, if required, shall reject the bids.
  - d. In the event of the rejection of all bids, any costs incurred by the DEPARTMENT shall be deemed to be PROJECT COST.
  - e. Upon receipt of bids, the DEPARTMENT, on behalf of the SPONSOR, will select the most responsive bid in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports". The DEPARTMENT will then prepare a "Recommendation to Award" and submit it to the FAA and the SPONSOR. The DEPARTMENT will forward the contract documents to the contractor and then the SPONSOR for execution.
  - f. The DEPARTMENT is authorized to receive, hold, and return proposal guarantees on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports".
  - g. In the event of the forfeiture of a proposal guaranty, in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports", and upon receipt of a request from the SPONSOR the DEPARTMENT will forward to the SPONSOR the forfeited proposal guaranty.

- h. The DEPARTMENT is authorized to receive performance and lien bonds and certificates of insurance on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports".
  - i. The SPONSOR, upon presentation of the contract documents, by the DEPARTMENT, and subject to the possible implementation of the exceptions provided in paragraph b & c, above, will execute and return the appropriate documents on or before a date to be set by the DEPARTMENT in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports."
  - j. Upon receipt of the executed contract documents from the SPONSOR, the DEPARTMENT will award the contract.
- 3. The DEPARTMENT is authorized by the SPONSOR, pursuant to this Contract, to approve subcontracts, between the prime contractor and the subcontractor, on behalf of the SPONSOR. Any such approvals shall not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.
  - 4. Should termination of a construction contract, pursuant to Section 80-09 of the DEPARTMENT's applicable "General Provisions for Construction of Airports" occur, the DEPARTMENT shall be given immediate written notice by the SPONSOR.
  - 5. Any changes to the PROJECT plans and specifications made after receipt of bids requires prior written approval of the DEPARTMENT and the FAA. The SPONSOR or their representatives may request such changes by initiating a change order to the construction contract in accordance with the "General Provisions for Construction of Airports" and the DEPARTMENT's "Project Engineers Manual" for airport construction. Any change orders determined to be significant by the DEPARTMENT shall require a prior written amendment to this Contract.

In the event that during the course of PROJECT construction, it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR's on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

- a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.

Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.

- b. The SPONSOR or their representative immediately notify the DEPARTMENT of such overruns and the estimated cost thereof.
  - c. That such on-site approval is necessary for the continuity in construction and that obtaining approval prior to proceeding would cause a material interruption in the PROJECT resulting in a significant increase in costs.
- 6. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents, will be ineligible for reimbursement with federal and state participating funds, or will be subject to a price adjustment approved by the DEPARTMENT and the FAA.
  - 7. Upon completion of the work in each construction contract and the acceptance thereof by the SPONSOR, the SPONSOR or their designated representative shall give immediate written notice to the DEPARTMENT.
  - 8. 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.
  - 9. In addition to the requirements of paragraph 8 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.
  - 10. 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.

11. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in FAA Advisory Circulars.

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

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

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

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



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

March 1998

**Appendix B**  
*(Aeronautics)*

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

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

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

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

## **APPENDIX C**

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

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

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

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

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

Airport Name: Jackson County-Reynolds Field  
Associated City: Jackson, Michigan  
Project No: B-26-0051-2108

## **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 navaids that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
  - b. **Existing Easement Interest in the Runway Protection Zone.**  
The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
2. **AIR AND WATER QUALITY.** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation, or termination of federal assistance under this agreement.
3. **BUY AMERICAN REQUIREMENT.** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
4. **WASTE DISPOSAL SITES.** It is hereby agreed by and between the parties hereto that, within its authority, the Sponsor will not approve or permit the establishment or existence

of a waste disposal site which has been determined to be objectionable under the provisions of FAA Order 5200.5A, dated January 31, 1990, entitled "Waste Disposal Sites On or Near Airports."

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

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

6. PAVEMENT MAINTENANCE MANAGEMENT PROGRAM (PGL 95-2). For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance program as is required by 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. PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000. The Sponsor agrees to perform the following:
  - a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
    - (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
    - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
    - (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
    - (4) Qualifications of engineering supervision and construction inspection personnel.
    - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
    - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
  - b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.



- c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
  - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
9. AIRPORT LIGHTING IN PROJECT PLAN. It is understood and agreed by and between the parties hereto that federal participation in that portion of the development described on Page 1 hereof, relating to airport lighting, is predicated upon the Sponsor's Plan of Operation concerning the use and operation of such airport lighting, which plan is incorporated herein and made a part hereof. The Sponsor agrees to obtain Department approval for any change to the plan and/or changes to the lighting equipment. This applies to changes resulting from construction/alteration with or without FAA's participation.
10. DBE PLAN. It is understood and agreed by and between the parties hereto that the Sponsor shall not issue any invitations for bids for work described on Page 1 of the Grant Agreement, nor shall the United States be obligated to make payment representing its share of the project cost, until the FAA has updated Disadvantaged Business Enterprises Program goals as specified by the FAA, Great Lakes Region, Civil Rights Office letter.

According to the federal requirement 49 CFR Part 26, Participation by Minority Business Enterprise in Department of Transportation Programs, recipients of FAA funds shall submit overall DBE goal information annually. As recipient of this block grant, the Department accepts this responsibility.

## 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.

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

COMMENTS:

<b>CONTRACT ADMINISTRATOR (Signature)</b>	<b>DATE:</b>
---	--------------

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 (06-08.17)  
AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS  
CHAIR, James E. Shotwell, Jr. TO SIGN MDOT CONTRACT  
#2008-0288 (FEDERAL PROJECT #B-26-0051-2108),**

**For EXTENSION OF RUNWAY 14-32 (PHASE II)  
As Further Described in Contract NO. 38-01-C69)**

**AT THE JACKSON COUNTY AIRPORT**

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

**WHEREAS, continued progress in building these runway safety areas requires Phase Two construction of Runway 14-32; and**

**WHEREAS, the grant funds in the amount of \$3,850,000 (Federal \$3,657,500; State \$96,250 and County \$96,250) have been allocated by the Michigan Aeronautics Commission to the Jackson County Airport – Reynolds Field and are in the public interest; and,**

**WHEREAS, the Jackson County Board of Commissioners, have previously decided that this 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 (06-08.17) AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS  
CHAIR, James E. Shotwell, Jr. TO SIGN MDOT CONTRACT #2008-0288 (FEDERAL  
PROJECT # B-26-0051-2108).**

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

STATE OF MICHIGAN                    )  
  ) ss.  
COUNTY OF JACKSON                )

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



# J X N

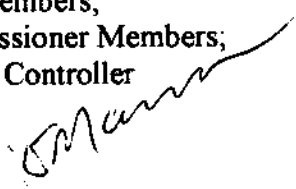
## Jackson County Airport

3606 Wildwood Avenue  
(517) 788-4225

Jackson, Michigan 49202  
FAX (517) 788-4682

May 21, 2008

TO: Jackson County Airport Board Members;  
Jackson County Board of Commissioner Members;  
Randy Treacher, Administrator – Controller

FROM: Kent Maurer, Airport Manager 

RE: **AGENDA ITEM:** Contract with Mead and Hunt for Runway 14-32  
Construction Administration Services

I am submitting for your approval a contract with Mead and Hunt of Lansing, Michigan for "construction administration services for Phase II Runway 14-32 construction scheduled to begin in July of 2008. I am requesting approval of this contract between Mead and Hunt and Jackson County in an amount not-to-exceed \$305,540. The cost of these services will be covered MDOT **Contract #2008-0288** .

NOTE: The Airport Board will not have had the opportunity to review this item before hand due to time constraints.

I am requesting that this grant be placed as an item for consideration at the next Jackson County Commission meeting. I will be present to answer any questions.

# MEAD HUNT

May 6, 2008

*Designing the future*

Mr. Kent Maurer, Airport Manager  
Jackson County Airport  
3606 Wildwood Avenue  
Jackson, MI 49202

Subject: Jackson County Airport  
Jackson, Michigan  
Amendment # 1, Construct Runway 14/32  
Extension Phase II

Dear Mr. Maurer:

Enclosed are three copies of an amendment for the above-mentioned project. We are sending a copy of this agreement to the MDOT Bureau of Aeronautics and Freight Services (AERO) for their review.

Once you have received approval from AERO, please sign all three copies and enter that date on the top of the first page of each contract copy.

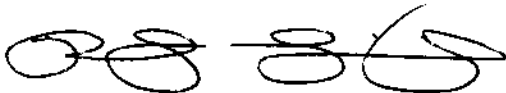
Retain one copy for your files and return two executed copies to this office. A fully executed copy will be forwarded to AERO.

Also enclosed for your information is a copy of a proposed subcontract for this project with Somat Engineering Inc.

If you have any questions, please call me.

Sincerely,

MEAD & HUNT, INC.



Robert Leisenring, P.E.  
Project Engineer

cc: Amanda Hopper, AERO

rl/jc

**Amendment #1**  
**Between**  
**MEAD & HUNT, INC.**  
**and**  
**JACKSON COUNTY**

---

**Construct Runway 14-32 Extension Phase II**

**At the**  
**Jackson County Airport-Reynolds Field**



**Mead & Hunt Project No.: 10117-0800\_**

Original Agreement Dated: 9/17/2007

Original Description: Phase II Engineering Services for Runway 14-32 and Taxiway D

### **Purpose of Amendment**

The purpose of this amendment is to establish a scope of services and fee for the construction administration services associated with the Runway 14-32 and Taxiway D rehabilitation and extension project. This project involves construction administration for earthwork, asphalt paving, storm drainage, airfield electrical, approach clearing, and pavement marking.

### **Scope of Services**

The scope of services for construction administration is outlined in the original agreement. The CONSULTANT shall perform the duties as prescribed and supported in the detailed breakdown of cost in Attachment A. This will include processing pay requests for the contractor, directly with AERO. The scope of services for this project will be consistent with the plans for Runway 14-32 extension phase II signed by the CONSULTANT on March 28, 2008.

### **Compensation**

The CONSULTANT shall be compensated a lump sum amount for the services identified in the scope of services. The amount of compensation for the construction administration shall be Three Hundred Five Thousand Five Hundred Forty Dollars and 00/100 (\$305,540.00) dollars. A detailed breakdown of these costs is included in Attachment A. The CONSULTANT shall bill the SPONSOR in accordance with the terms and condition of the original agreement.



All other terms and conditions of the original base agreement shall remain in full force and effect.

This amendment and its conditions along with the conditions and requirements of the original agreement are hereby accepted by both parties as witnessed by these signatures:

WITNESS:

\_\_\_\_\_

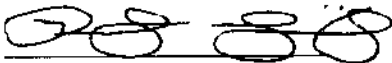
**JACKSON COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

WITNESS:

\_\_\_\_\_

**MEAD & HUNT, INC.**

By: \_\_\_\_\_

Title: Vice President

Date: 5/8/08

# CONSTRUCTION ADMINISTRATION SERVICES - Attachment A

## SUMMARY SHEET

Airport: Jackson County Airport  
 Project Description: Runway 14/32 Extension Phase II  
 M & H Project No.: 10117-0800\_  
88 Calendar days in contract

COST BY ELEMENT	
ELEMENT 1.21 - PRECONSTRUCTION CONFERENCE	\$3,584.90
ELEMENT 1.22 - GENERAL INFORMATION AND COORDINATION	\$8,683.09
ELEMENT 1.23 - ENGINEERING SURVEY AND LAYOUT AS MAY BE APPLICABLE	\$12,057.26
ELEMENT 1.24 - MATERIAL TESTING AND SHOP DRAWINGS	\$4,416.69
ELEMENT 1.25 - FIELD TESTING AND GRADE INSPECTIONS	\$216,246.87
ELEMENT 1.26 - PAY ESTIMATES AND CHANGE ORDERS	\$9,777.77
ELEMENT 1.27 - WEEKLY REPORTS	\$0.00
ELEMENT 1.28 FINAL INSPECTION/FINAL REPORT	\$8,536.12
ELEMENT 1.29 - FINAL QUANTITIES - AS CONSTRUCTED PLANS AND ALP	\$14,237.30
M&H PROJECT COSTS*	\$277,540.00

\*excludes sub consultants

COST BREAKDOWN	
LABOR COST	\$83,390.00
OVERHEAD COST @ 1.7	\$141,763.00
DIRECT COSTS	\$24,890.00
PROFIT @ 11%	\$27,497.00
SUB TOTAL	\$277,540.00
SUB CONSULTANTS-SOMAT	\$28,000.00
TOTAL COST THIS PROJECT	\$305,540.00

## CONSTRUCTION ADMINISTRATION SERVICES - Attachment A

Airport: Jackson County Airport  
 Project Description: Runway 14/32 Extension Phase II  
 M & H Project No.: 10117-0800\_

Employee Classification	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER II	ENG TECH III	SURVEY TECH	CADD TECH	ADMIN ASSISTANT	AVIATION PLANNER
Hourly Rate	\$48.00	\$39.50	\$32.00	\$28.00	\$20.00	\$20.00	\$19.00	\$40.00
ELEMENT 1.21 - PRECONSTRUCTION CONFERENCE								
Pre con meeting	8	12		8			4	
TOTAL HOURS	8	12	0	8	0	0	4	0
No. of trips at 100 miles/trip		1						
Meals (days)		1	1					
Nights Lodging								
Total labor and overhead this element	\$3,126.60							
Mileage this element (\$.50/mile)	\$50.00							
Meals this element (\$30/Trip)	\$0.00							
Meals this element (\$10/trip)	\$20.00							
Lodging (\$85/night)	\$0.00							
Phone								
Materials	\$40.00							
Profit this element	\$348.30							
TOTAL COST THIS ELEMENT	\$3,584.90							
ELEMENT 1.22 - GENERAL INFORMATION AND COORDINATION								
Coordination with Contractor	4	8	8	4				
Construction Management Report		8	8	8			12	
Coordination with Sponsor	8	8	4					4
TOTAL HOURS	12	24	20	12	0	0	12	4
No. of trips at 100 miles/trip								
Meals (days)								
Nights Lodging								
Total labor and overhead this element	\$7,797.60							
Mileage this element (\$.50/mile)	\$0.00							
Meals this element (\$30/Trip)	\$0.00							
Meals this element (\$10/trip)	\$0.00							
Lodging (\$85/night)	\$0.00							
Phone	\$25.00							
Materials	\$0.00							
Profit this element	\$860.49							
TOTAL COST THIS ELEMENT	\$8,683.09							

Airport:  
Project Description:  
M & H Project No.:

Jackson County Airport  
Runway 14/32 Extension Phase II  
10117-0800\_

Employee Classification	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER II	ENG TECH III	SURVEY TECH	CADD TECH	ADMIN ASSISTANT	AVIATION PLANNER
ELEMENT 1.23 - ENGINEERING SURVEY AND LAYOUT AS MAY BE APPLICABLE								
Initial control and layout	4	8	8		8			
Set Grades	4	8	40		40			
TOTAL HOURS	8	16	48	0	48	0	0	0
No. of trips at 100 miles/trip			2					
Meals (days)			6		6			
Nights Lodging			4		4			
Total labor and overhead this element	\$9,482.40							
Mileage this element (\$.50/mile)	\$100.00							
Meals this element (\$30/Trip)	\$240.00							
Meals this element (\$10/trip)	\$40.00							
Lodging (\$85/night)	\$680.00							
Phone	\$20.00							
Materials	\$300.00							
Profit this element	\$1,194.86							
TOTAL COST THIS ELEMENT	\$12,057.26							
ELEMENT 1.24 - MATERIAL TESTING AND SHOP DRAWINGS								
Shop drawing review (Civil and Electrical)		4	12	16				
Material testing					24			
TOTAL HOURS	0	4	12	16	24	0	0	0
No. of trips at 100 miles/trip								
Meals (days)								
Nights Lodging								
Total labor and overhead this element	\$3,969.00							
Mileage this element (\$.50/mile)	\$0.00							
Meals this element (\$30/Trip)	\$0.00							
Meals this element (\$10/trip)	\$0.00							
Lodging (\$85/night)	\$0.00							
Phone	\$10.00							
Materials								
Profit this element	\$437.69							
TOTAL COST THIS ELEMENT	\$4,416.69							

Airport:

Project Description:

M & H Project No.:

Jackson County Airport

Runway 14/32 Extension Phase II

10117-0800\_

Employee Classification	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER II	ENG TECH III	SURVEY TECH	CADD TECH	ADMIN ASSISTANT	AVIATION PLANNER
ELEMENT 1.25 - FIELD TESTING AND GRADE INSPECTIONS								
General Construct inspection	80	160	750	750	350		40	16
TOTAL HOURS	80	160	750	750	350	0	40	16
No. of trips at 100 miles/trip		15	14		5			
Meals (days)		15	71	71	35			
Nights Lodging			71	71	35			
Total labor and overhead this element	\$171,612.00							
Mileage this element (\$.50/mile)	\$1,700.00							
Meals this element (\$30/Trip)	\$5,310.00							
Meals this element (\$10/trip)	\$150.00							
Lodging (\$85/night)	\$15,045.00							
Phone	\$500.00							
Materials	\$500.00							
Profit this element	\$21,429.87							
TOTAL COST THIS ELEMENT	\$216,246.87							
ELEMENT 1.26 - PAY ESTIMATES AND CHANGE ORDERS								
Pay Estimates		16					40	
Change Orders		24		16			24	
TOTAL HOURS	0	40	0	16	0	0	64	0
No. of trips at 100 miles/trip								
Meals (days)								
Nights Lodging								
Total labor and overhead this element	\$8,758.80							
Mileage this element (\$.50/mile)	\$0.00							
Meals this element (\$30/Trip)	\$0.00							
Meals this element (\$10/trip)	\$0.00							
Lodging (\$85/night)	\$0.00							
Phone	\$50.00							
Materials								
Profit this element	\$968.97							
TOTAL COST THIS ELEMENT	\$9,777.77							

Airport:  
Project Description:  
M & H Project No.:

Jackson County Airport  
Runway 14/32 Extension Phase II  
10117-0800\_

Employee Classification	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER II	ENG TECH III	SURVEY TECH	CADD TECH	ADMIN ASSISTANT	AVIATION PLANNER
<b>ELEMENT 1.27 - WEEKLY REPORTS</b>								
IDR for field manager								
TOTAL HOURS	0	0	0	0	0	0	0	0
Total labor and overhead this element	\$0.00							
Phone								
Profit this element	\$0.00							
<b>TOTAL COST THIS ELEMENT</b>	<b>\$0.00</b>							
<b>ELEMENT 1.28 FINAL INSPECTION/FINAL REPORT</b>								
Final Inspection	2	8	16	8				
Final Report		4	24	16			16	
TOTAL HOURS	2	12	40	24	0	0	16	0
No. of trips at 100 miles/trip		1						
Meals (days)		1						
Nights Lodging								
Total labor and overhead this element	\$7,630.20							
Mileage this element (\$.50/mile)	\$50.00							
Meals this element (\$30/Trip)	\$0.00							
Meals this element (\$10/trip)	\$10.00							
Lodging (\$85/night)	\$0.00							
Phone								
Profit this element	\$845.92							
<b>TOTAL COST THIS ELEMENT</b>	<b>\$8,536.12</b>							
<b>ELEMENT 1.29 - FINAL QUANTITIES - AS CONSTRUCTED PLANS AND ALP</b>								
Negotiate final Quantities	4	8	8					
As-Constructed Plans			24					
As Constructed ALP						80		40
TOTAL HOURS	4	8	32	0	0	80	0	40
Total labor and overhead this element	\$12,776.40							
Phone								
Materials	\$50.00							
Profit this element	\$1,410.90							
<b>TOTAL COST THIS ELEMENT</b>	<b>\$14,237.30</b>							




## Jackson County EQUALIZATION DEPARTMENT

---

JuliAnne L. Kolbe, Director

May 30, 2008

To: Randy Treacher,  
Administrator

From: Juli Kolbe 

Equalization Director

### **SUBJECT: County's 2008 Millage Rate**

I am requesting the approval of the County's 2008 Millage rate.

The summer levy or July levy will 5.1187 mills (the same as 2007). Monies from this millage are used for the County's operating.

The winter levy or December levy will be 0.8722 mill (the same as 2007). Monies from these millages are disbursed for the Jail Operations and debt, Senior Services, and the Medical Care Facility.

**2008 TAX RATE REQUEST (This form must be completed and submitted on or before September 30, 2008)**

**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 <b>JACKSON</b>	2008 Taxable Value of ALL Properties I n the Unit as of 5-27-08 <b>4,413,751,488</b>
Local Government Unit <b>JACKSON COUNTY</b>	For LOCAL School Districts: 2008 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 2008 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 <b>Equalization Director</b>	Date <b>5/23/2008</b>
---------------------------------	----------------------------------	---	--------------------------

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	Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2008 for instructions on completing this section.	
	Signature	Print Name	Date	Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
				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).



# JACKSON COUNTY PARKS

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## Memorandum

**To:** County Affairs Committee  
c/o Randy Treacher, County Administrator

**From:** Jim Guerriero, Parks Director

**Date:** Friday, May 30, 2008

**Re:** Management Agreement with the Nature Conservancy for Burns County Park

---

The Parks department received a copy of a letter to the County Administrator from Richard Tuzinsky, Director of Protection for the Nature Conservancy on March 12, 2008. (Attached)

After meeting with Mr. Tuzinsky, the Parks Board at its May 21<sup>st</sup> regular meeting approved the following motion;

**Moved by Holthouse, supported by Howard** that the Commission pursuant to the authority of 1965 P.A. 261 and consistent with the: Jackson Community Comprehensive Plan (which has a stated goal of preserving the natural systems and resources), and; Nested Jurisdiction Agreement for Phase II Storm Water Permit Coverage; authorizes and undertakes the necessary action to establish a Licensing Agreement (containing a “renewal clause”) with the Nature Conservancy to manage and maintain that portion of Burns County Park, situated on the South side of Liberty Road with a specific goal of maintaining the existing fen and other endangered species situated therein; for 100 years. Motion carried.

The Parks Board wishes to take action to preserve, protect and maintain the natural and ecological features of the park and believes the Nature Conservancy is well suited to perform this vital service. There is no cost to the County for this Agreement.

The Parks Board respectfully requests the concurrence of the County for this action.

Attachments



SAVING THE LAST GREAT PLACES ON EARTH

nature.org/michigan  
michigan@tnc.org

Michigan Field Office  
101 East Grand River  
Lansing, MI 48906-4348

tel [517] 316-0300  
fax [517] 316-9886

West Michigan Program Office  
3728 West River Dr., NE  
Comstock Park, MI 49321

tel [616] 785-7055  
fax [616] 785-7065

Upper Peninsula Program Office  
109 West Baraga Avenue, Suite B  
Marquette, MI 49855

tel [906] 225-0399  
fax [906] 225-6731

RECEIVED

APR 09 2007

JACKSON COUNTY  
ADMINISTRATOR'S OFFICE

COPY

RECEIVED

MAR 12 2008

JACKSON COUNTY PARKS

STATE DIRECTOR

Helen Taylor

April 3, 2007

BOARD OF TRUSTEES

Philip H. Power, *Chair*

Gerard M. Anderson, *Vice-Chair*

Robert L. Anthony, *Treasurer*

J. David Allan

Christine B. Armbricht

Essel W. Bailey, Jr.

Marcie Brogan

Marge Byington

Thomas B. Cook

Paul C. Hillegonds  
*Life Trustee*

James A. Jacob

Olivia P. Maynard

Mark A. Murray

William U. Parfet

Milt Rohwer

Doug Rothwell

Lloyd A. Semple

Richard D. Snyder

Donald Tilton

Fred Upton

Barbara Van Dusen  
*Life Trustee*

Gary R. Veurink

Mr. Randall W. Treacher  
Acting Administrator/Controller  
Jackson County  
120 West Michigan Avenue  
Jackson, Michigan 49201

Dear Mr. Treacher:

Enclosed please find a draft Management Agreement and Management Plan for the County land in Liberty Township. In addition, I am including example language from Washtenaw County and Oakland County regarding the establishment of Natural Areas property as part of their Parks and Recreation plan. We look forward to working with you to protect and manage this ecologically important property.

If you would like more information or have further questions, please do not hesitate to contact me at (517) 316-2289. I will contact you to discuss your review and execution of the Management Agreement and Plan.

Sincerely,

Richard C. Tuzinsky  
Director of Protection

CORPORATE ADVISORS

Randolph J. Agley

Anthony F. Earley, Jr.

David G. Frey

William K. Howenstein

Richard A. Manoogian

James B. Nicholson

Kenneth Whipple

cc: Rich Bowman – The Nature Conservancy  
Charles H. Aymond

Enclosures

## MANAGEMENT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between Jackson County and Parks and Recreation ("Owners") and The Nature Conservancy, a non-profit corporation organized and existing under the laws of the District of Columbia, ("Conservancy");

WITNESSETH:

WHEREAS, the Owners are owners of approximately 132 acres of land described in Exhibit A attached hereto and incorporated herein by reference (hereinafter the Property); and

WHEREAS, the Conservancy is a non-profit organization dedicated to the preservation, protection, restoration and maintenance of natural areas and ecological systems and the plant and animal species they support for aesthetic, scientific, educational and public awareness purposes; and

WHEREAS, the Property owned by the Owners is adjacent to the Conservancy's Liberty Fen Nature Preserve and contains outstanding examples of wet prairie fen, black oak barrens, and southern wet meadow natural communities supporting globally rare plant and animal species such as the Mitchell's satyr butterfly (Neonympha mitchelli mitchelli); the tamarack tree cricket (Oecanthus laricis), the blazing star borer (Papaipema beeriana). The pinetree cricket (Oecantus pini), the silphium borer moth (Papaipema silphii), the angular spittlebug (Lepyronia angulifera), the powersheik skipper (Oarisma powersheik), and bog bluegrass (Poa palidigena); and state-rare plant and animal species including the eastern massassagua (Sistrurus catenatus catenatus), spotted turtle (Clemmys guttata), red legged spittlebug (Prosapia ignipectus), swamp metalmark (Calephelis mitca), regal fern borer (Papaipema speciosissima), white lady slipper (Cypripedium candidum), mat muhly (Myhlembergia richardsonis), and Indiana bat (Myotis sodalis).

WHEREAS, the Conservancy wishes to preserve, protect, and maintain the natural features and ecological values of the Property and in furtherance of these objectives to undertake programs and activities such as biological and physical inventory, scientific research, educational field studies, and vegetative management;

NOW THEREFORE, the Owners authorize the Conservancy to manage the property under the following terms and conditions:

1. TERM. This agreement shall be in effect from the \_\_\_\_\_ day of \_\_\_\_\_, 2008 to the \_\_\_\_\_ day of \_\_\_\_\_, 2018, unless otherwise terminated as provided for herein.

2. MANAGEMENT. The Conservancy shall have the right to manage and maintain the ecological values of the Property by the use of techniques and methods consistent with the preservation, protection and restoration of the natural features and ecological values of the Property. Such ecological management techniques shall specifically include, but are not limited to: restoration of wet prairie, black oak barrens, and southern wet meadow remnants on the Property using prescribed burning, weed removal, herbicide application, and seeding in of native species; and selective removal of some trees. The identified Management Plan is included as **Exhibit A** to this agreement.

The Conservancy may also conduct scientific, educational and research programs on the Property. The Conservancy, its employees and volunteers may enter the Property for such purposes.

The Conservancy agrees to notify the Owners when activities conducted by the Conservancy, its employees or volunteers are to take place on the Property. Prescribed burning will be done on a date mutually agreeable to the Owners and the Conservancy.

Any management or maintenance of the Property done under this provision shall be at the option and expense of the Conservancy. The Owners shall remain liable for all real property taxes and assessments and all other expenses pertaining to ownership of the Property.

3. LIABILITY/INSURANCE. Throughout the duration of this agreement, the Conservancy shall carry a policy of public liability insurance covering all of its activities on the Property. At the request of the Owners, the Conservancy shall provide the Owners with a certificate or other evidence that such insurance is in effect. The Conservancy shall be responsible for any and all liability for personal injury or property damage to the Conservancy, its employees or volunteers or caused by or resulting from the Conservancy's activities on the Property.

4. TERMINATION. Either party may terminate this agreement with or without cause by providing thirty (30) days written notice to the other party.

5. NOTICE. Where this agreement requires written notice or the submission of reports to the parties, these documents shall be hand delivered or mailed to the parties at the addresses set forth below:

The Nature Conservancy  
101 East Grand River Avenue  
Lansing, MI 48906

Jackson County  
Parks and Recreation  
1292 Warren Ave.  
Jackson, MI 49203

Jackson County  
120 West Michigan Ave.  
Jackson, MI 49201

If notice is mailed, it shall be effective when deposited in the mail.

The Conservancy may provide oral notices to the Owners of its schedule for management and associated activities as required pursuant to paragraph 2 of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first set below.

THE NATURE CONSERVANCY

OWNERS

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

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

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

## EXHIBIT A

### MANAGEMENT PLAN



SAVING THE LAST GREAT PLACES ON EARTH

### **Draft Management Plan for the Jackson County and Parks and Recreation Natural Area property in Liberty Township.**

#### Site description

This management plan encompasses the approximately 132-acres owned by Jackson County Parks and Recreation Department in Liberty Township. The north end of these properties is accessible from Liberty Road, just 2.6 miles west from its intersection with U.S.-127. About half of the total combined acreage (about 40 acres) is composed of a mixed hardwood swamp. In addition, there are three distinct natural communities within these properties: a black oak barrens, a wet prairie fen, and a southern wet meadows.

There is an area of high-quality wet open prairie fen on the Parks and Recreation parcel. Most of this fen is located on the southwest corner of the property along the Grand River. This fen is about five acres and the majority of its vegetation is dominated by tussock sedge (*Carex* sp), native grasses (i.e. indian grass (*Sorghastrum nutans*)), and a diverse collection of forbs. There are also invasive plants occupying that community. Among the invasive plants; glossy buckthorn (*Rhamnus frangula*), purple loosestrife (*Lythrium salycaria*), cattails (*Typha latifolia*), and reed canary grass (*Phalaris arundinacea*). Cattails have formed a compact, monocultural stand in some areas between the river and the fen.

The black oak barrens ecosystem is found over a series of small, upland hills throughout the property. They are located primarily at the center of the property and extending towards the northeast corner of it. There are four distinct uplands occupying about 25 acres. Upland number one is the smallest of them. It occupies an oval area of approximately 2 acres. Its vegetation is dominated by both native and non-native trees and shrubs; among them red cedar (*Juniperus virginiana*), white pine (*Pinus strobus*), honey suckle (*Lonicera tatarica*), autumn olive (*Eleagnus umbellata*), Japanese barberry (*Berberis thunbergii*) and multiflora rose (*Rosa multiflora*). Cherry trees are scattered throughout this unit. Cedar is the dominant invasive species there. The second upland occupies an area of approximately 7 acres. This upland is more open than the first one although there are also both invasive shrubs and invasive trees. The most common infestations being black cherry and cedar trees along with scattered shrubs like honey suckle. This upland has a "Y" shape and its openings offer better potential for restoration

than the previous one. Upland number three is the biggest of them occupying an area of approximately 11 acres with an “N” shape. This upland is relatively more open than the second one. Still red cedars represent the major invasive concern there along with scattered medium size honey suckle shrubs. Native species such as Indian grass and black-eyed Susan are present and are indicative of the restoration potential of this site. The fourth upland is located adjacent to the wet prairie fen and occupies an area of approximately 5 acres. This upland is the most open of the four, however, red cedars and honey suckle are present. Some of the fen-upland interface has a glossy buckthorn infestation which left unchecked will spread aggressively throughout the property and will directly negatively impact several of the rare species on this site.

A southern wet meadow occupies the rest of the property or about 18 acres. This ecosystem occurs adjacent to streams and is also found intermixed with shrub carr. This wetland is dominated by native plants like spike rushes (*Eleocharis* spp) and sedges (*Carex* spp). Some invasive species of special concern are reed canary grass and cattails. These invasive plants are present in small patches throughout this ecosystem.

Both the southern wet meadow and the wet prairie fen occupy a glacial outwash that forms a portion of the headwaters of the Grand River.

### **Conservation intent**

#### Conservation targets:

1. The complex of both relative high quality wetland communities, including wet prairie fen, southern wet meadows, the southern shrub carr, and black oak barrens.
2. The known habitat that supports the presence or populations of Mitchell’s satyr butterfly (*Neonympha mitchelli mitchelli*).
3. Potential presence of populations of globally-rare insects and plants, including the tamarack tree cricket (*Oecanthus laricis*), the blazing star borer (*Papaipema beeriana*). The pinetree cricket (*Oecantus pini*), the silphium borer moth (*Papaipema silphii*), the angular spittlebug (*Lepyronia angulifera*), the powersheik skipper (*Oarisma powersheik*), and bog bluegrass (*Poa palidigena*).
4. The potential presence of populations of state-rare plants and animals including the eastern massassagua (*Sistrurus catenatus catenatus*), spotted turtle (*Clemmys guttata*), red legged spittlebug (*Prosapia ignipectus*), swamp metalmark (*Calephelis mitca*), regal fern borer (*Papaipema speciosissima*), white lady slipper (*Cypripedium candidum*), mat muhly (*Myhlembergia richardsonis*), and Indiana bat (*Myotis sodalis*).
5. The quality and quantity of the river’s water and its aquatic biodiversity.

#### Conservation goals:

1. Restore and maintain high quality wet prairie fen, southern wet meadows, and black oak barren communities
2. Increase flora and fauna diversity

3. Restore ecosystem functions and processes
4. Improve and Increase habitat for both globally-rare and state-rare insects, plants, and animals.
5. Remove invasive species (Glossy buckthorn, reed canary grass, honey suckle, cedar, cattails, and others)

#### Current Land Use or Natural Communities

1. High quality wet prairie fen
2. Black oak barrens or woodland/savanna
3. Southern wet meadow

#### Management Concerns

1. Prairie fen
  - a. Invasive plant species
    - i. Glossy buckthorn
    - ii. Reed canary grass
    - iii. Common buckthorn
    - iv. Narrow and hybrid cattails
  - b. Fire suppression
 

Fire as an ecological process is pivotal in helping to maintain the wetlands present on this site as a part of a natural and functioning ecosystem. Fire in these wetlands promotes the flowering of native plants which provides nectaring opportunities for Mitchell's Satyr butterfly and acts to inhibit growth of shrubs which prevent growth of herbaceous species. Thus, fire suppression will threaten natural communities with succession. If fire is not reintroduced into this system; in time shrubs will prevent the growth of native herbaceous vegetation that stabilizes the soil leading to a reduction in overall diversity and a decline in soil stabilization leading to a reduction in water quality of the grand river.
2. Black oak barrens or woodland savanna
  - a. Invasive plant species
    - i. Glossy buckthorn
    - ii. Reed canary grass
    - iii. Common buckthorn
    - iv. Narrow and hybrid cattails
    - v. Honey suckle
    - vi. Autumn olive
    - vii. Japanese barberry
  - b. Fire Suppression
 

Fire as an ecological process is pivotal in helping to maintain the uplands on this site as a part of a natural functioning ecosystem. Fire acts to inhibit growth of woody species and maintain an open canopy that allows light penetration. Thus, fire suppression will threaten natural communities with succession.



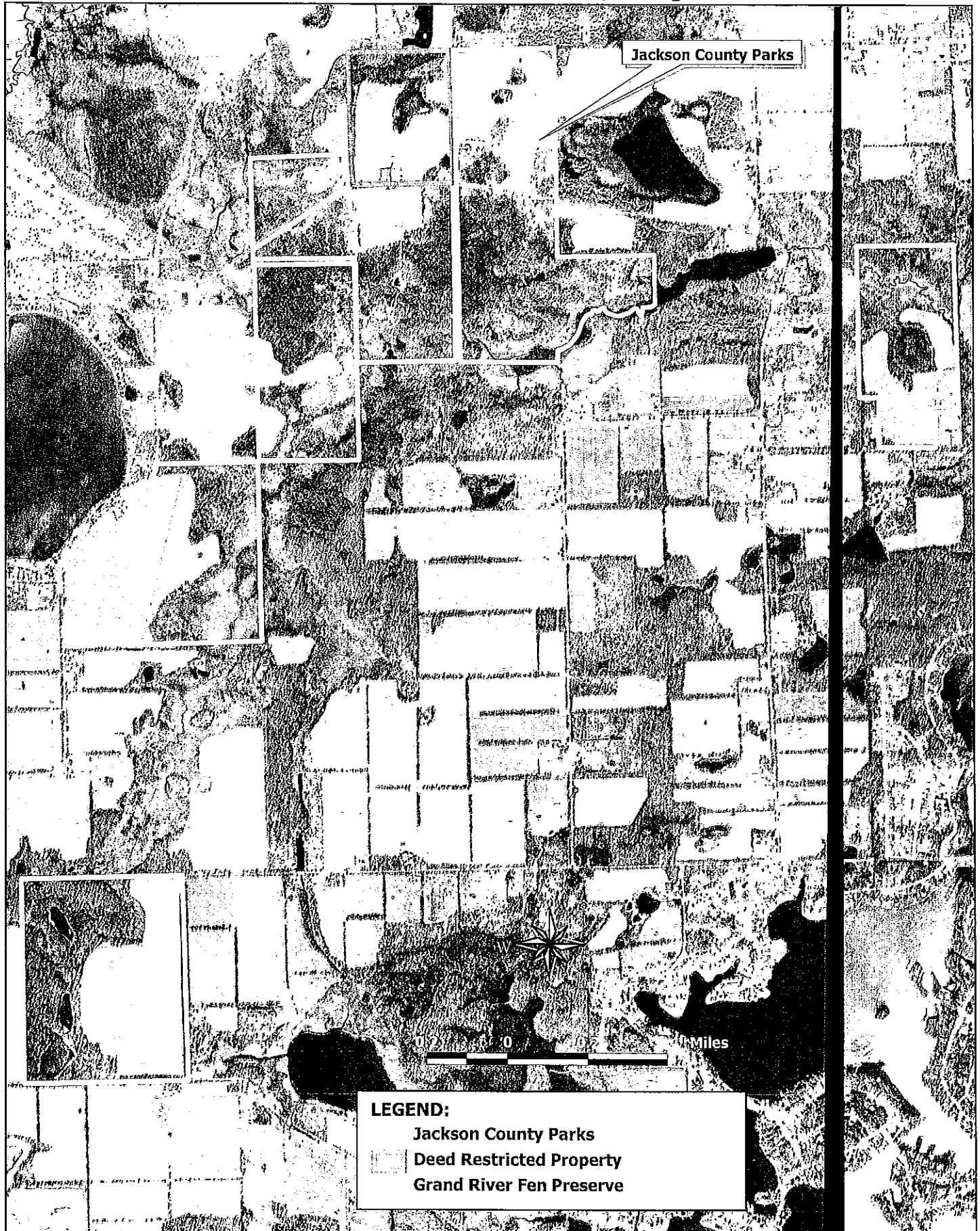
## Management Strategies

1. Invasive Plant Removal
  - a. Use the most efficient method possible
    - i. Herbaceous
      1. Glyphosate herbicide treatments during early spring and late fall of reed canary grass
      2. Cut cattails and apply herbicide during July-August 2008
      3. Cut and herbicide glossy and common buckthorn stumps during fall and winter 2008-09.
    - ii. Woody.
      1. Cut honey suckle autumn olive, and cedar with hydro-ax during winter 2008-09
      2. Foliar spray of re-sprouting stumps early summer 2009  
OR
        1. Cut adult buckthorn with brush cutter winter 2008-09
        2. Hand dab each stump with glyphosate
        3. Foliar spray of buckthorn seedlings July-August 2009
        4. Burn brush piles during summer 2009
  - b. Prevent any invasive plants from producing seed to greatest degree possible
  - c. Monitor site regularly, especially in spring, to spot new invasions
2. Identify and correct threats of disturbance
  - a. Seek contact with Onalee Reiss (neighbor) to educated about natural areas management and gain influence over any potential plans for restoration of the dam on Putney Millpond
  - b. Monitor groundwater nutrient concentrations
  - c. Monitor any beaver activity for its potential effect on Mithchell's satyr
3. Other considerations
  - a. Try to secure future management agreement with neighboring land owner Onalee Reiss
4. Fire - The ecosystems contained in this property and the restoration efforts would greatly benefit from the implementation of prescribed burns. The property has been divided up into two potential areas for prescribed fires.
  - a. Burn unit number one includes the wet prairie fen and the upland number four. This unit should be burned during the spring of 2009 or 2010; after all major invasive work has been completed.
  - b. The second burn unit includes uplands number three and two as well as the wet meadows between them. This unit should be burned during the fall of 2010 or 2011.

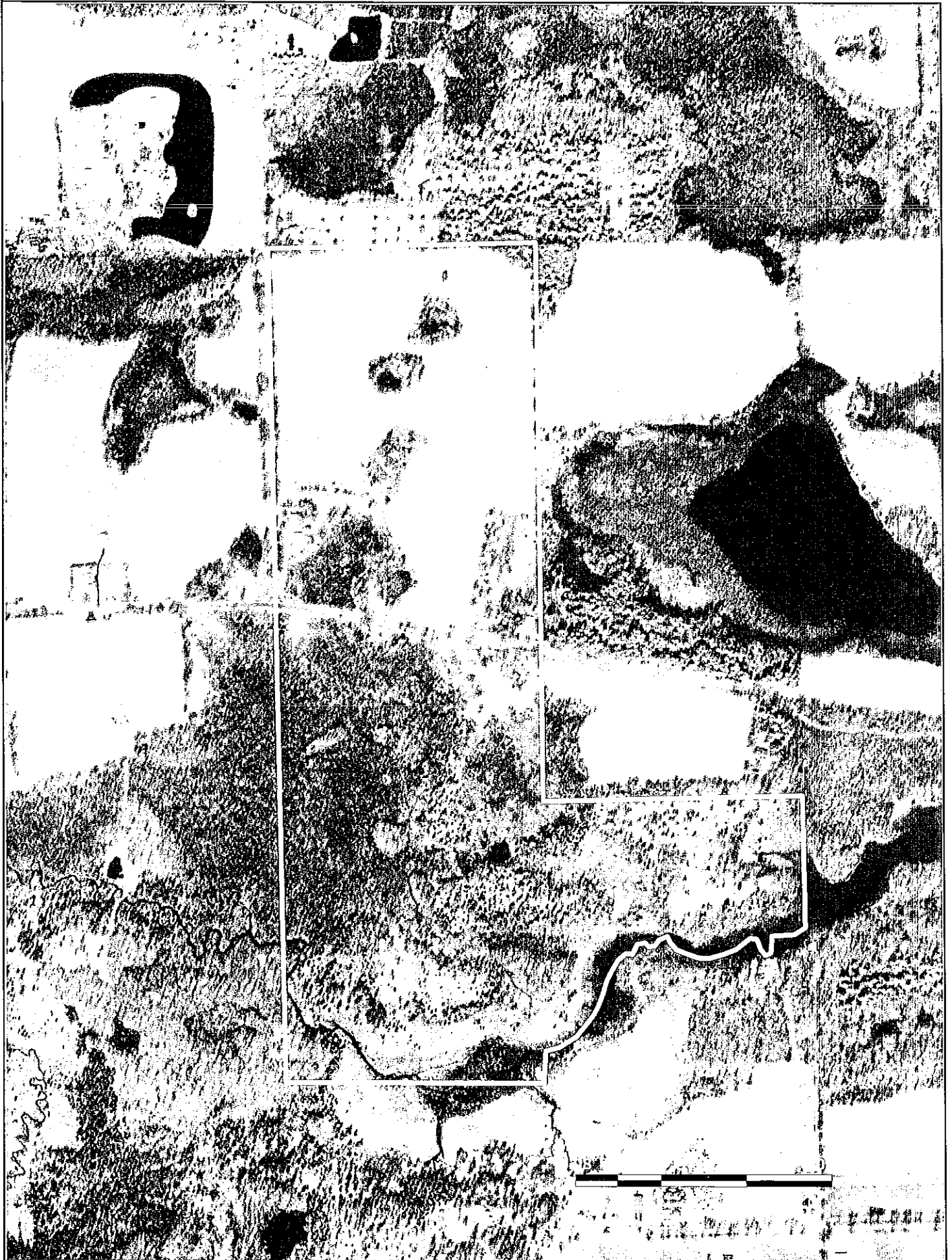
The Nature Conservancy Commitment:

1. Eradication of herbaceous invasive plants around the perimeter along Liberty Road and Rutan farm boundary (1 person 2 weeks)
2. Selective tree removal on upland number one plus some minor brushcutting and herbiciding (2 people 3 days)
3. Selective tree removal on upland number 2 with some minor brushcutting and herbiciding (4 days 2 people)
4. Hydroaxing on upland number 2 (one day)
5. Selective tree removal on upland number 3 minor brushcutting and herbiciding (5 days 2 people)
6. Hydroaxing on upland number 3 (3 days)
7. Selective tree removal on upland number 4 (2 days 2 people)
8. Hydroaxing on upland number 4 (2 days)
9. Invasive eradication on wet prairie and surroundings (3 weeks 2 people)
10. A prescribed burn during spring '09
11. A prescribed burn during fall '10

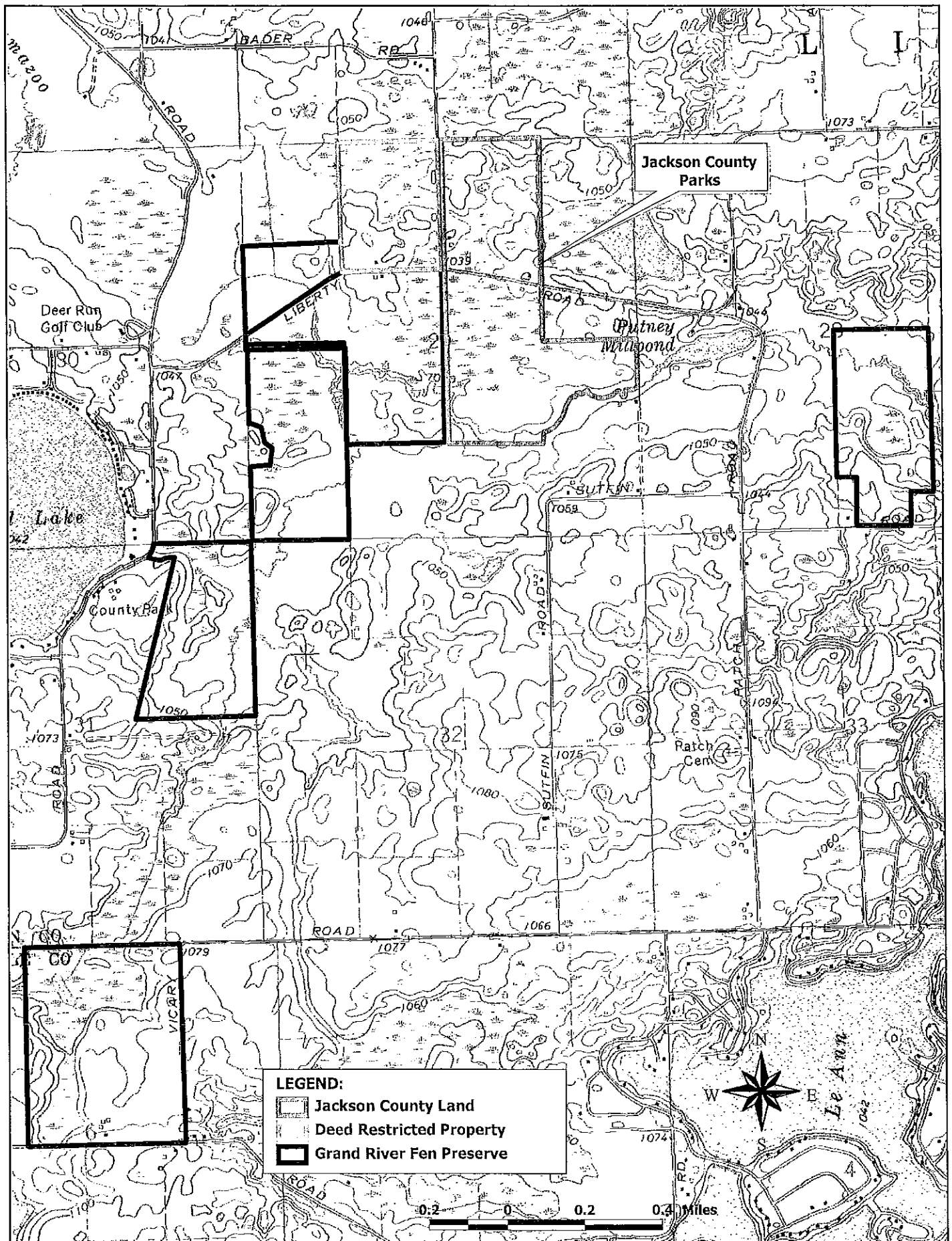
**Aerial Showing Grand River Fen Preserve and Jackson County Parks Tract  
Hillsdale and Jackson Counties, Michigan**



# Jackson County Parks Tract Outline, Grand River Fen Preserve

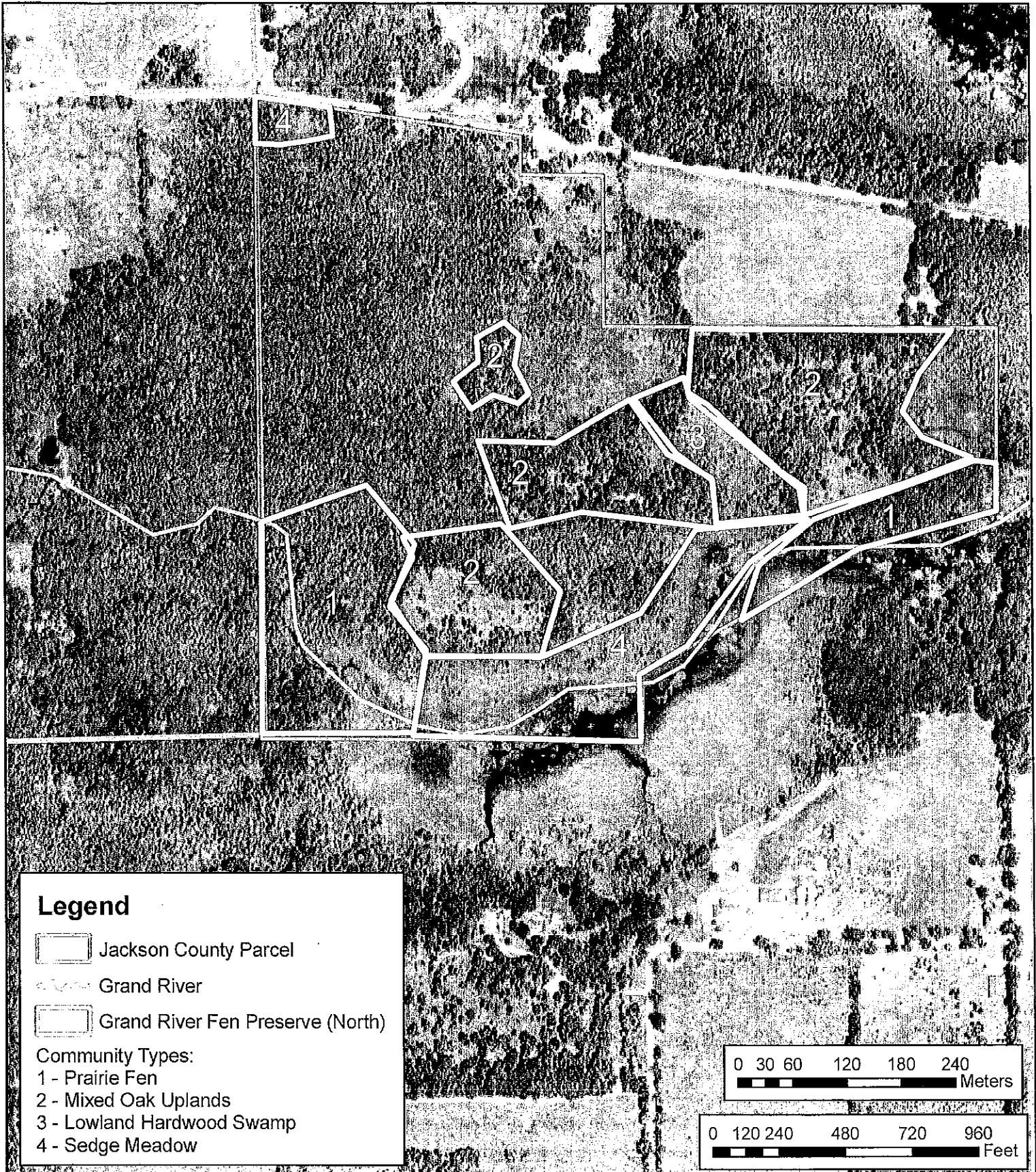


# Topo View - Grand River Fen Preserve and Jackson County Park Property Hillsdale and Jackson Counties, Michigan





Grand River Fen Preserve (North)  
Jackson County Parcel  
Liberty Township, Jackson County, Michigan  
T4S.R1W.S29



# MICHIGAN DEPARTMENT OF CORRECTIONS

*"Expecting Excellence Every Day"*

## Planning and Community Development Administration Office of Community Corrections

### Comprehensive Community Corrections Plan and Application Fiscal Year 2009

CCAB Name:

JACKSON

Email the application to:

MDOC-OCC@michigan.gov

and

Send one copy of the application to:

DEPARTMENT OF CORRECTIONS  
Planning and Community Development Administration  
Office of Community Corrections  
Grandview Plaza Building, 1st Floor  
P.O. Box 30003  
Lansing, Michigan 48909

Due Date: May 30, 2008

Note: Counties with multi-year contracts are required to complete Section 1, *Introduction*, and a new *Comprehensive Plans and Services Program Description Plan* for any program proposed to be changed.

County Copy Application

RIDER C

**MICHIGAN DEPARTMENT OF CORRECTIONS**  
**PLANNING AND COMMUNITY DEVELOPMENT ADMINISTRATION - OFFICE OF COMMUNITY CORRECTIONS**  
 BUDGET SUMMARY  
 JACKSON  
 FY 2009

PROGRAM - ACCOUNT CATEGORY	CCIS PROGRAM CODE	FUNDING SOURCES						
		PLANS & SERVICE FUNDS	DDJRP/CTP	TOTAL MDOC FUNDING	LOCAL RESOURCES	FEE REVENUES	OTHER	TOTAL FUNDING
Community Service								
Placement	A19	-	-	-	-	-	-	-
Work Crew	A25	50,000	-	50,000	7,500	500	-	58,000
Sub Total		50,000	-	50,000	7,500	500	-	58,000
Education								
Educational Services	B00	-	-	-	-	-	-	-
Cognitive Change	B17	28,550	-	28,550	1,500	-	3,150	33,200
Sub Total		28,550	-	28,550	1,500	-	3,150	33,200
Employment & Training								
Employment & Training Services	C00	-	-	-	-	-	-	-
Sub Total		-	-	-	-	-	-	-
Intensive Supervision								
Day Reporting	D04	-	-	-	-	-	-	-
Electronic Monitoring	D08	-	-	-	-	-	-	-
Supervision	D23	-	-	-	-	-	-	-
Sub Total		-	-	-	-	-	-	-
Mental Health								
Outpatient	E18	-	-	-	-	-	-	-
Sex Offender Treatment	E19	-	-	-	-	-	-	-
Sub Total		-	-	-	-	-	-	-
Pretrial Services								
Screening/Assessment	F22	-	-	-	-	-	-	-
Supervision	F23	-	-	-	-	-	-	-
Electronic Monitoring	F24	-	-	-	-	-	-	-
Sub Total		-	-	-	-	-	-	-
Substance Abuse								
Testing	G17	52,000	-	52,000	4,000	-	600	56,600
Outpatient Treatment	G18	-	-	-	-	-	-	-
Cognitive Treatment	G19	-	-	-	-	-	-	-
Sub Total		52,000	-	52,000	4,000	-	600	56,600
Case Management								
Screening/Assessment	I22	20,000	-	20,000	1,050	-	-	21,050
Jail-Based/Case Management	I23	-	-	-	-	-	-	-
Community Case Management	I24	-	-	-	-	-	-	-
Sub Total		20,000	-	20,000	1,050	-	-	21,050
Other	Z00	-	-	-	-	-	-	-
Sub Total		-	-	-	-	-	-	-
Total Program Funding		150,550	-	150,550	14,050	500	3,750	168,850
CCAB Administration								
Personnel		53,000	-	53,000	4,000	-	-	57,000
Contractual Services		1,000	-	1,000	-	-	-	1,000
Equipment		400	-	400	-	-	-	400
Supplies		1,000	-	1,000	-	-	-	1,000
Travel		300	-	300	-	-	-	300
Training		200	-	200	-	-	-	200
Board Expenses		500	-	500	-	-	-	500
Public Education		-	-	-	-	-	-	-
Other		-	-	-	-	-	-	-
Sub Total		56,400	-	56,400	-	-	-	56,400
Totals		206,950	-	206,950	14,050	500	3,750	225,250

Rider D

**MICHIGAN DEPARTMENT OF CORRECTIONS**  
**FIELD OPERATIONS ADMINISTRATION - OFFICE OF COMMUNITY CORRECTIONS**  
 DDJRP BUDGET SUMMARY  
 JACKSON  
 FY 2007

DDJRP		-	-	-	-	-	-
Assessment & Treatment Services		-	-	-	-	-	-
In Jail Housing/5 Day Assessment	H20-01	5,000	-	5,000	-	-	5,000
Residential Services		43,344	-	43,344	-	-	43,344
Total DDJRP Funding		48,344	-	48,344	-	-	48,344



**SECTION I INTRODUCTION****A. General Information**

<b>1. Name of CCAB</b>	JACKSON		
Contact Person	Bob Vogt	Title:	Sergeant
Address	212 W. Wesley	Phone Number:	517-768-8505
City	JACKSON	Fax Number:	517-768-5813
State	MICHIGAN	E-Mail:	bvogt@co.jackson.mi.us
Zip	49201		
<b>2. Fiscal Agent</b>			
Contact Person	Thomas G. Finco	Title:	Undersheriff
Address	212 W. Wesley	Phone Number:	517-768-7904
City	JACKSON	Fax Number:	
State	MICHIGAN	E-Mail:	tfinco@co.jackson.mi.us
Zip			
<b>3. Federal I.D. Number</b>			
<b>4. CCAB Chairperson:</b>	Dan Heyns	Title:	Sheriff
Address	212 W. Wesley	Phone Number:	517-768-7921
City	JACKSON	Fax Number:	
State	MICHIGAN	E-Mail:	dheyns@co.jackson.mi.us
Zip			

**5. Type of Community Corrections Board:**

County	<input checked="" type="checkbox"/>
City/County	<input type="checkbox"/>
City	<input type="checkbox"/>
Regional	<input type="checkbox"/>

**6. Units of Government Represented:**

County

**7. Date of Submission:****8. Date Application  
Approved by CCAB:****9. Date Application  
Approved by Government  
Unit:****B. CCAB Membership**

Representing	Name
County Sheriff	Dan Heyns
Chief of Police	Aaron Kantor
Circuit Court Judge	Chad Schmucker
District Court Judge	Darryl Mazur
Probate Court Judge	Diane Rappeleye
County Commissioner	David Elwell
Service Areas	Mike Johnson
County Prosecutor	Hank Zavislak
Criminal Defense	Ken Hotchkiss
Business Community	
Communications Media	Jill Carr
Circuit/District Court Probation Officer	Tammy Barrett
General Public	Judy Reynolds

**C. Summary**

1. Briefly summarize the key points of the Community Corrections Comprehensive Plan and provide an explanation of how the state prison commitment rate will be reduced and/or how the use of the local jail will be improved as a result of the implementation of the plan. Information included shall provide a clear understanding of local issues, long and short term goals, local priorities, and strategies to address local issues and the State Community Corrections Board Priorities.

Tip: Excel maintains a 1200 character limit per cell. Once you have entered 1200 characters "wrap text" will not work. Use "Alt Enter" to create a hard return for your text. Additional Cells have been provided for this question in order to avoid the 1200 character limitation.

Our goal is to continue to use the probation residential center to the fullest to divert defendants from lengthy jail term and when appropriate, prison terms. We will continue to use our Cognitive Program (MRT) as part of a structured sentencing option available to the courts to transition defendant from jail to the community where they can attend classes on an out-patient basis, therefore we can open up beds needed for those who pose a danger to the community. We need to interact with the jail command staff to work out a remedy for womens MRT classes in jail. Most of the female sentenced felons are housed in Lenewee as part of a inmate swap deal between Jackson and Lenewee counties. We will continue to address the issue of felony drunk drivers and attempt to move them through the jail into treatment in a timely manner to avoid beds being taken up where the individual would be better served by treatment for thier addictions to reduce the ricidivism for this population. We have worked with Circuit Court Probation to reduce the PCR of straddle cell offenders and Probation Violators.

While there is still work to be done we are making improvements and will strive to reduce these rates by working together and developing more sentencing options that will be accepted by the courts in Jackson. Our long term goal is to continue to work as a partner with the courts and probation to develop and implement programs to target straddel cell, PV , and drunk driving populations to ensure these defendants recieve as much help as we can offer to assist them in staying clean and out of the cycle of incarceration that plagues many of them.

We will continue to with the local mental health providers to enhance and expand our mental health diversion program to assist this population in getting the service they need that can not be afforded to them while incarcerated. We will continue to assist the local drug court in offering treatment options to offenders to avoid lengthy jail stays and for more serious offenders avoid MDOC. Lastly , while in it's early stages, Jackson OCC is involved in the planning of a local Mental Health Court; it is unclear our role, but we will assist in any way possible to have apositive affect on such offenders.

## SECTION II ANALYSIS & STRATEGIC PLAN

### A. INTRODUCTION AND INSTRUCTIONS FOR STRATEGIC PLAN

**Strategic Issues, Goals, and Priorities** have been established by the Office of Community Corrections in accordance with Public Act 511 and State Board priorities. CCABs will be required to establish **Key Objectives** and **Strategies** based upon OMNI Felony Disposition, JPIS, CCIS and local data that will support these **Goals** and **Priorities**.

Strategic Issues are identified as **Felony Dispositions**, **Jail Utilization** and **Local Priorities**. Strategies such as "continuum of sanctions/services" and "public education" may be appropriate to support your objectives. For example, to support the objective of reduced prison commitment of probation violators a strategy might be to improve knowledge and understanding by stakeholders of principles of risk and need and the importance of appropriate matching of offenders to programs.

OCC will provide the CCABs with OMNI Felony Disposition and JPIS data. CCABs are to analyze this data along with local CCIS data and develop **Key Objectives** and supporting **Strategies** that will provide for the attainment of **Goals** and **Priorities** established by the State Board and OCC, as well as local objectives and priorities promoted in the comprehensive plan.

**Example:** For the Strategic Issue of Felony Dispositions, consider the stated **Goal** and **Priority** outlined in the application and complete an analysis of your county's prison commitment rate data provided by OCC. Establish objectives related to prison commitment rates. For example:

1. Reduce PV commitment rate to 25%
2. Reduce Straddle rate to 35%
3. This will result in an overall PCR of 22%

Under "**Strategies**," outline in bullet form those steps to be taken, including continuing, new and revised programs, new initiatives, and revised policies or practices, that will support the attainment of the objectives you have specified. Identify if these are "new", "continuation," "modification," or for short term (this fiscal year) or long term implementation. For Example:

1. Develop policy for "structured sentencing" that allows straddle cell offenders and probation violators to serve jail time with jail based programming, followed by Residential Services or intensive supervision with continuation of programming in the community. (New, FY 08)
2. Initiate a jail and community based Cognitive Behavioral Treatment program that targets higher risk/need straddle cell and probation violators. (New, FY 08)
3. Improve communication and sharing of information with stakeholders and referral sources so they are more knowledgeable and comfortable with available programs and principles of risk/need. (New, FY 08)
4. Reduce number of pretrial and misdemeanor offenders in jail so additional straddle cell offenders and probation violators can be housed and treated in the county jail. (Long term)
5. Target Straddles and Probation Violators for Residential Services. (Modification)

**1. Felony Disposition Analysis** (Note: Multi County CCABs are to complete an analysis for each county.)

**Strategic Issue: Felony Dispositions**

Public Act 511 of 1988 stipulates that counties shall develop a community corrections comprehensive plan and provide an explanation of how the county or counties prison commitment rate will be reduced by diverting non-violent offenders, and promote recidivism reduction while public safety is maintained. The Act is intended to encourage the participation in community corrections programs of offenders who would likely be sentenced to imprisonment in a state correctional facility or jail, who would not increase the risk to

**GOAL:** Reduced demand for prison resources and related budgetary requirements.

**PRIORITY:** Reduce prison commitment of offenders who can be safely and effectively sanctioned and treated in the community by following the principles of effective intervention (risk, need, responsivity).

Using OMNI Felony Disposition data supplied by OCC for Calendar Year 2006 and 2007 provide an analysis of felony dispositions in your county(s) and how local policies, practices and programs are having an impact.

Include information on the "offender target population" and "offender eligibility criteria" that identify offenders suitable for community corrections programs which have been approved by your local unit of government; and how available sanctions and services as well as the MDOC Special Alternative to Incarceration program, electronic monitoring program for probationers and the County Jail Reimbursement Program, will be utilized to support your local objectives and priorities.

Consider such issues as increase/decrease in the total number of felony dispositions, changes in law enforcement, prosecutorial or judicial practices, trends in prison commitment rates, in general and for specific SGL categories, and offender characteristics.

**Note:** Attach a copy of your local definition of "pattern of violence" and general "offender eligibility criteria" that have been approved

After analyzing our CY 06 OMNI data we had 58% of our straddle cell, 9% of our intermediate and 40% of our SGL N/A populations with group 1 offenses ( which is not typically target populations) go to prison. Again our Straddle cell PCR was high but we are making some progress and with the changes that will be occurring in the circuit court Judges we feel this may have a impact on our PCR. We will be active in our local recovery court to identify straddle cell offenders who may participate in the program and use our treatment money more aggressively to divert more straddle cell offenders. We will continue to monitor and anylyze our OMNI data quarterly to adjust our programming to better serve our trouble populations.

Our CY 2007 data indicates more work needs to be done to concentrate on our straddle cell and PV populations. We are still making progress and reducing our percentages, with a concentrated effort with probation and OCC in programming and sentence recommendations we can improve. Data shows Straddle cell PV PCR declined 68% to 59% while PV SGL N/A and Intermediate show slight increases. Our overall Straddle PCR is down approx. 10% to roughly 59%

**a. Key Objective(s):**

**Note:** Use numbered outline format.

**Example:** Reduce PV commitment rate to 28%.

Objective #	Objective
1	Continue to reduce Overall PCR to 22%
2	Reduce Straddle Cell PCR to 50%
3	Reduce PV PCR to 18%
4	Reduce OUIL III PCR to 22%
5	

**b. Strategies:**

**Note:** Include all current or modified policies/practices/programs that support reduced prison commitment rates as well as new initiatives using numbered outline format.

**Example:** Promote repeated commitments to residential services for probation violators rather than using incremental sanctions such as jail and prison (Modification, FY 08).

Strategy #	Strategy
1	Work with new Judges on benefits to OCC diversion and recommend RS when appropriate
2	Use CCAMIS software to monitor monthly number and discuss findings with CT CT probation supervisors to determine how to influence outcomes.
3	Talke to new PO's and remind them of the PV response guide that has been prepared and use appropriate sanctions for superviosn levels
4	Contiue to work closely with the local recovery court which gets many of the OUIL III offenders and use RS funding and DDJR funding to the fullest to influence this population.
5	

**c. Assessment:**

**Note:** Using JPIS, OMNI, CCIS and local data as appropriate, briefly explain how you will assess the attainment of your objectives including how frequently you will measure your objectives, e.g., monthly, quarterly, etc.

Additional Cells have been provided to answer this question.

We will monitor the above populations by reviewing JPIS, OMNI, CCIS along with using our CCAMIS software which will track offender progress and programming usage. We will monitor state provided reports to, compare to previous FY's to see if there is a noticeable impact on the offender population identified and ALOS of said populations. Also this fiscal year brings new challenges to see how the set of Circuit Court Judges will use sentencing options that are provided. We will educate them further on the benefits of our programming, not only to the defendant, but the prison and jail populations. We will monitor state issued reports when they become available to us to compare data from previous FY and compare quarter to quarter from FY to FY. Our CCAMIS data is studied at least quarterly to monitor populations to see if we are making progress towards the reductions we set for our county.

**C. Jail Utilization Analysis** (Note: Multi County CCABs are to complete an analysis for each county.)

1. In CY 2007, how many times did the County declare an official Jail Overcrowding State of Emergency per Public Act 325 of 1982:	NO
Does your county submit JPIS data and do the quarterly reports reflect the actual jail utilization?	
2. If no, when will the data be submitted and/or what steps have been initiated to resolve any discrepancies?	YES
3. Provide an analysis of local jail utilization using the JPIS data (if available) including the average daily populations, lengths of stay as well as the policies and practices (i.e., bed allocation plans, earned credits, and status of any jail overcrowding task forces) of local stakeholders that influence population distributions.	
<p>Comparing FY06 to FY07 JPIS data shows less felony crimes in the largest populations. Data shows felony PV is 16% of inmate population, ADP 70 with an ALOS of 44 days. OCC needs to continue to work with probations and the 2 new Circuit Court Judges to offer sentencing options that will provide the necessary sanctions and allow diversion. Thus far in FY 2008 the new Judges are showing support of the RS beds and also the buy in to MRT is slow but progressing. Using JPIS data, our unsentenced felon population is coming under control, with a total in 2006 of 2210 and as of June 2007 the total was only 578. Our population for unsentenced misd shows a decline in JPIS. OCC is still analyzing JPIS because of the infancy of correct reporting now that both of our jail are reporting correctly. JPIS shows that our most expanding population is in our sentenced misdemeanant populations. OCC staff and CSWP deputies will study this population to determine if changes to our CSWP program might influence this population.</p>	
4. Clearly describe any practices of your local community mental health agency and law enforcement for reducing jail admissions and/or length of stay of mentally ill offenders.	
<p>Our jail has a Psychiatrist that visits every weekday to make evaluations on those identified by jail staff or self referral. An pertinent information is forwarded to a local service provider, Professional Consulting Services (PCS). after the inmate signs a release, OCC receives a diagnosis and shares it with the Judge(s) involved with the defendant to request placement in the mental health diversion program. We are currently working with the creation of a local mental health court.</p>	
5. Provide a brief explanation detailing how the local jurisdiction plans to use the county jail reimbursement program to house offenders in jail who would otherwise be sentenced to prison.	
<p>OCC stresses the importance in our part attempting to create programming that will have a positive effect on the state prison population and the benefits to the use of our programming and trying all possible sentencing options before using a state beds to enforce a sentence.</p>	

6. Clearly describe any local practices or procedures intended to improve upon offender reentry - the transition process from jail to the community whether release is at the pretrial, presentence, or post-sentence stage. Include efforts that are meant to better prepare offenders for successful reintegration such as: established community linkages to address housing, employment, healthcare, family and other issues; assessment of criminogenic risk/needs; transition planning including initiation of treatment and social service interventions, etc.

OCC manager is present at local MPRI meetings. Information gained during these sessions will be used to coordinate resources in the community to attempt to provide better coping skills to jail inmates returning to the community. One of the biggest hurdles is the relatively short stay at the jail compared to the stays at MDOC. Funding for local stakeholders and nonprofits who offer assistance is stretched thin in an already weak economic environment. OCC manager will be attending a local planning session meeting on May 27th with local stakeholder to discuss options.

#### 7. Strategic Issue: Jail Utilization

Jail resources should be prioritized for use by individuals convicted of crimes against persons and/or offenders who present a higher risk of recidivism. Local comprehensive community corrections plans should reduce the demand for jail beds by diverting non-violent and lower-risk offenders, promote recidivism reduction while maintaining public safety, and reduce jail overcrowding.

**Goal:** Operate local jails at 90% or less of the rated design capacity which can reduce the costs and liabilities for the county.

**Priority:** Improve jail utilization and reduce need to board inmates in other facilities, avoid releases under the emergency overcrowding act, maintain jail at or below the rated design capacity.

#### Current Jail Utilization:

**Note:** Regional CCABs should list each county and the rated design capacity (RDC) for each facility. Please refer to JPIS data for detailed information

County	Rated Design Capacity	Utilization as percentage of Rated Design Capacity.
Jackson	442	97



**a. Key Objective(s):**

**Note:** Please refer to the most recent JPIS data while establishing objectives to improve jail utilization.

The objectives should be supported by the data.

**Example:** Reduce LOS of sentenced misdemeanants by 10 days.

Objective #	Objective
1	Reduce ALOS of felony probation violators by 10 days.
2	Reduce ALOS of FOC population by 3 days. (Already down 5 days from 2006)
3	Increase the trustee workforce who receive "extra" good time thus reducing ALOS of sentenced non-violent felon and Misd offenders
4	
5	

**b. STRATEGIES:**

**Note:** Include all current, proposed, or modified policies/practices/programs to improve jail utilization such as sheriff's good time, trustee credits, earned release policies, etc.

**Example:** Grant additional 5 days credit beyond sheriff's good time for trustees (continuation).

Strategy #	Strategy
1	Re-enforce the use and benefit of RS beds to both PO and courts.
2	Use of the Daily Work Crew, familiarize new family Judges (2) to the workings and requirements of our work program.
3	Work with the local animal shelter which has come under jurisdiction of the Sheriff's Office to help staff the facility with inmate workers.
4	
5	

**c. Assessment:**

**Note:** Using JPIS, OMNI, CCIS and local data as appropriate, briefly explain how you will assess the attainment of your objectives including how frequently you will measure your objective, e.g., monthly, quarterly, etc.

OCC will assess the impacts of changes by studying the JPIS data each time it is distributed and compare to data from previous FY's.

#### D. LOCAL PRIORITIES:

1 Present information relative to any other local priorities, e.g. public education, which have not been identified in the above sections.

One of our top priorities is to educate the new Judges on OCC programming and the benefits to the defendants, jail utilizations and the benefits of MDOC diversions. Participation in the MPRI committees and tying together with jail re-entry programming should benefit the community by helping offenders who re-offend for the simple fact they don't know what else to do, they have no real skills.

With our new Judges both at the district and circuit court level with the willingness to try new options. The mental health diversion is growing. Recently a couple of Judges have begun to use this program as a direct sentence because of the increased information provided by service providers to OCC staff that allow more detailed information to get to the courts in a more timely manner. OCC is involved in the new MPRI initiative to help promote new thinking in the community in regards to ex-offenders and it is hoped that this will change the public perception of offenders in the community which could have a trickle down effect on ALL offenders and the options that are given to include participation in community corrections programming and not have incarceration be sought as the best option.

**E. RISK/NEEDS ASSESSMENT POLICIES AND PRACTICES:**

The principles of effective intervention require that an offender's risk of recidivism be assessed using an objective instrument designed to measure risk of recidivism on criminal populations. The instrument must assess both static risk factors and dynamic risk factors, or criminogenic needs. The instrument must have been tested for validity and reliability. Current literature identifies three assessment instruments that meet the above criteria: LSI-R, COMPAS, and the Wisconsin Risk/Needs. This section is NOT considering general assessments such as the NEEDS, psychological or personality assessments, or substance abuse assessments.

Does your CCAB use:

LSI-R	
Wisconsin	
COMPAS	X
None of the above	

If your CCAB uses one of the above instruments, please provide information on the process for administering the assessment. Mark with "x" for all that apply.

Assessments are conducted by:

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

CCAB Staff  
Service Provider (Residential Services Vendor, etc.)  
Third Party

Assessments are conducted at:

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

Pre-arraignment  
Pretrial  
Pre-sentence  
Post-sentence

Assessments are restricted to:

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Felons  
Misdemeanants  
Other

If you checked other please describe:

Assessment results are used to:

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Support release on bond  
Target Straddles/PVs for prison/jail diversion  
Case Planning or program placement  
Pretest/Posttest of dynamic needs  
Other

Assessment results are provided to Circuit Probation?

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Usually  
Sometimes  
Rarely

Assessment results are provided to the Prosecution?

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Usually  
Sometimes  
Rarely

Assessment results are provided to the Defense?

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>

Usually  
Sometimes  
Rarely

Assessment results are provided to the Service Providers?

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Usually  
Sometimes  
Rarely

Briefly describe the local assessment process as marked above. Especially explain multiple responses to a single question. Identify areas in need of improvement in current risk/needs assessment policies/practices.

In Jackson we use the COMPAS risk/needs assessment tool. It is administered by the OCC case manager and results are made available to probation and Judges and prosecution / defense if requested. Also the PRS providers do a clinical assessment which is communicated between the probation officer and the provider. All parties involved communicate to ensure that each client has a customized treatment plan. Improvements could be made by the way the courts use the information given to them. On occasion the information does not appear to have any influence on treatment options offered or not offered. OCC and Probation are working together to develop other tools if necessary to aid in this process.

**CCAB**  
(Enter CCAB Name)

**JACKSON**

**Program Index**

Programs that will be continued, modified, or are new initiatives for FY 08.  
(This section will be completed based on information provided within individual program descriptions. Please go to the next section and detail)

Program	CCIS Program Type	CCIS Service Type	CCIS Code	Proposed:	Explanation
MRT	Education	Cognitive Change	B17	Continuation	Reduce ALOS of participants by allowing them early release at step 3 or 7. Some judges will allow early release of a lengthy sentence if completed while in house.
Work Crew/ Community Service	Community Service	Work Crew	a25	Continuation	Diversion of non assaultive misd. Offenders and low level felony offenders and FOC defendants from jail, use in structured sentencing and help non profit agencies in the community
Case Management	Case Management	Screening & Assessment	I22	Continuation	File maintenance, COMPAS, communicate with stakeholders as needed, CCIS reporting.
In Jail Assessment OUIL III	DDJRP	In Jail Assessment	H20-01	Continuation	Provide treatment for OUIL III offenders and offer diversion from local beds.
DAY REPORT	Substance Abuse	Testing	G17	Continuation	Diversion of non assaultive misd. Offenders and low level felony offenders. Used as part of structured sentencing and as a sanction in recovery court in lieu of jail

CCAB Name: **JACKSON**

## Residential Services: Program Description Plan

### Target Populations:

List the program target populations. If significant differences exist amongst providers please detail.

Offenders with SGL 0-9 or 0-6 with a PV. OUIL III offenders with a SGL of 0-18 for DDJR/CTP funds. Non Violent with SA history associated with criminal activity.

### Eligibility Criteria and Utilization Practices:

Briefly describe the program eligibility criteria including which risk/need assessments or substance abuse assessments are required, when and by whom are they completed. If significant differences exist amongst providers please detail.

Risk/need assessment is done by PO and PRS staff. OUIL III offenders are screened by OCC Case Manager for eligibility.

Describe policies of the program or CCAB that guide lengths of stay.

Most PRS stays are 90 days. PRS staff has guidelines that constitutes successful completion such as class participation, job attainment, following rules, accepting responsibilities.

Describe local processes followed to ensure only eligible offenders are enrolled into the program and that the County stays within the approved bed allocation.

OCC manager examines all referral paperwork for referrals and prepares Excel spreadsheets to track spending on a monthly basis.

## Residential Services: Program Description Plan

Name of Provider		Substance Abuse Treatment								Not Applicable
		License (Mark with "x")			Accreditation (Mark with "x")					
		Residential	Outpatient	Other	JCAHO	AOA	CARF	NCQA	COA	
K-Pep	H20-05	X					X			
Home of New Vision	H20-22	X					X			

Pine Rest	H20-08	X			X					
Harbor Hall	H20-30	X	X				X			

### Residential Service Funds

Provider	HARBOR HALL	K-PEP	Pine Rest	Home of new vision	#5
Proposed ADP	6	0.5	2	1.5	
Enrollments	16	2	4.5	2.5	
Days in Program	90	90	90	90	
Proposed Funding Allocation	\$104,025.00	\$8,668.75	\$34,675.00	\$26,006.25	

Provider	#6	#7	#8	#9	#10
Proposed ADP					
Enrollments					
Days in Program					
Proposed Funding Allocation					

Provider	#11	#12	#13	#14	Totals
Proposed ADP					10
Enrollments					25
Days in Program					360
Proposed Funding Allocation					\$173,375.00

### DDJRP/CTP

Provider	Harbor Hall	K-Pep	Pine Rest	Home of NV	#5
Proposed ADP	1.5		0.5	0.5	
Enrollments	6		2	2	
Days in Program	90		90	90	
Proposed Funding Allocation	\$26,006.25		\$8,668.75	\$8,668.75	

Provider	#6	#7	#8	#9	Totals
Proposed ADP					2.5
Enrollments					
Days in Program					270

Proposed Funding Allocation					\$43,343.75
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CCAB Name: JACKSON

### III. Comprehensive Plans and Services

#### A. Program Utilization

Instructions: Complete this section for each program proposed for funding under Comprehensive Plans and Services. Up to 15 programs may be described within the application document. If additional space is required please contact MDOC - OCC.

1. Name of Service Provider:	JACKSON						
2. Sanction/Service:	Program Name:		MRT		Education		
	CCIS Program Type:		Education				
	CCIS Service Type:		Cognitive Change				
	CCIS Code:		B17				
Continuation	New Initiative		Rationale:	Reduce ALOS of participants by allowing them early release at step 3 or 7. Some judges will allow early release of a lengthy sentence if completed while in house.			
3. Program Status	Modification						
	Continuation:	x					
4. Projected Utilization:	New Enrollments:		Male	Female	Total	Cognitive Change	
	Continuations:		35	35	70		
	Projected Length of Stay:		12	10	22		
			120	120			
5. Projected Discharged	Total Discharged:					80	
	Total Completions:					60	
	Completion Rate:					75%	
6. Program Location:	Jail	X	Residential	X	Community	X	Other
Project the number of direct jail bed days saved			200				
Project the number of indirect jail bed days saved			125				

#### B. Program Budget Summary

Identify the funding required to support the activities or services for this specific program.

##### 1. Budget

Funding Source/Cost Category	Salary & Wages	Contractual Services	Supplies	Equipment	Travel	Other	Total
Comprehensive Plans & Services	24,950		3,600				28,550
Drunk Driver/CTP Services							
Drunk Driver/In Jail Assessment							
<b>Sub Total</b>	24,950		3,600				28,550
Local GF/GP						1,500	1,500
Fee Revenues							
Other			3,150				3,150
<b>Sub Total</b>			3,150			1,500	4,650
<b>Total</b>	24,950		6,750			1,500	33,200



CCAB Name: JACKSON

**2. Cost Descriptions:** In the following sections, please provide a brief description of the costs that are included within the budgeted amounts detailed above.

**a. Salary & Wages.** The percentage of salary and wages attributed for each position should correspond to the time that each position contributes to the program. (i.e. if a person spends 75% of their time supporting this program, up to 75% of their salary and wages can be budgeted under this program.)

Title	FTE#	Duties & Responsibilities	CPS	DDJRP	Local/Other	Total
MRT Facilitator	1.00	Runs MRT class, process COMPAS assessment for clients to determine eligibility, keep class records, correspond with judges/probation.	16,000		1,500	17,500
Totals	1		16,000		1,500	17,500

**b. Contractual Services**

Describe the services to be provided for each contracted service. Also, include information regarding method or terms of reimbursement, i.e. fee for service, rate or cost per unit of service, length of service, etc.

--

**c. Supplies, Equipment, Travel, Other. Please describe the costs for each of the categories with budgeted amounts over \$1,000.**

COST OF MRT BOOKS \$3600.00

CCAB Name: JACKSON

**3. Fee Revenue:**

Are offenders required to pay a fee to be enrolled or to participate within this specific program.

Yes

☒

No

Note: All fee revenues are required to support community corrections programs

a. What is the fee structure or the amount they are required to pay?

\$25.00 TO COVER PRICE OF BOOK.

b. Provide or describe the following: Who is responsible for collecting the fees? Who administers and deposits the fees? Who is responsible for or determines whether a fee may be waived?

Sheriff's Department clerical personnel collect fee's. The book fee may be waived if the inmate is indigent. The OCC manager reviews inmate acc

**B. Program Description Plan**

1. Provide information regarding the program design and frequency/duration of service.

In-patient and outpatient classes are facilitated by the OCC Case Manager at both jails. IP MRT is held 3 hrs a week for inmates, OP MRT is 3 hrs a week at the Chanter Rd. Jail

2. Provide information regarding the process of how offenders are placed into the program.

Defendants are referred to this program by Judges, Probation officers and defendants can enroll themselves into this program

3. How is offender progress reported to the probation officer or referral source? Include frequency of reporting positive and negative progress, and the types of reports provided such as intake, monthly, termination, etc.

**CCAB Name:** JACKSON

Offender progress is reported to referral source through the case manager. Any rule violations are reported immediately and terminations and successful completions are also priority notifications.

CCAB Name: JACKSON

4. Present the program objectives to be addressed and policies/practices to achieve objectives (a program must meet at least one of the following objectives).

Does this program reduce prison commitments?

Does this program impact jail admissions and offenders lengths of stay?

Does this program impact recidivism?

X

Mark with an "x" for those that apply

a. For each objective checked please describe how each will be achieved.

This program is part of our structured sentencing options available to the judges. Clients can be released from jail after step 3 or 7 of this program to complete on an out-patient basis which allows them to move through the jail quicker and provide local bed space for higher level and straddlecell offenders.

5. Program Outcomes: Briefly describe your plan to measure program outcomes, including intermediate measures such as program completions, reduced PCR, improved jail utilization, program utilization, jobs obtained, fines/costs/restitution paid, etc., for the attainment of objectives identified above.

The MRT facilitator will track beds days saved by those who are allowed to completed the program on an outpatient basis. Time will be tracked and traslated into bed days saved and reported to OCC manager quartely.

7. Target Populations: Prioritize the program target populations as they apply to this specific program.

Non-Violent offenders. No CSC. Med/low straddle cell offenders with at least 6 months of supervision. Parolees may participate if lodged on new charges and approved by agent. If class size permits, misdemeanants are allowed to participate.

8. Probation Violators: If Probation Violators are not targeted for this program, please explain why. Attach the county-specific Probation Violation Response Guide, per MDOC - OP 06.06.120-FOA Probation Violation Response Guidelines.

PV's are allowed to participate.

CCAB Name: JACKSON

9. Eligibility Criteria: Briefly describe the program eligibility criteria including risk/need factors as they apply to this specific program.

Clients could have a substance abuse history and/or have offenses directly related to SA history. Using the COMPAS assessment tool score ranges are as follows: Violence >80, Recidivism <40, and criminal personality and thinking <40. Clients are also evaluated on a case by case basis using the above information along with personal knowledge of the client by OCC staff and review of jail behavior if lodged.

(Complete the following questions for substance abuse programs only.)

10. Is an assessment required prior to referral or admission to this program?

Yes

No

a. Is a substance abuse assessment completed on the offender prior to the referral or order to complete the program?

b. Who completes the substance abuse assessment?

CCAB Staff?

Service  
Provider?

Third Party?

c. Does the substance abuse assessment result in a recommended level of treatment in accordance with ASAM criteria?

d. Is there a process to ensure that offenders receive the recommended level of treatment per the assessment?

e. Briefly describe the processes above.

CCAB Name: JACKSON

### III. Comprehensive Plans and Services

#### A. Program Utilization

Instructions: Complete this section for each program proposed for funding under Comprehensive Plans and Services. Up to 15 programs may be described within the application document. If additional space is required please contact MDOC - OCC.

1. Name of Service Provider:		JACKSON					
2. Sanction/Service:	Program Name:		Work Crew/ Community Service			Community Service	
	CCIS Program Type:		Community Service				
	CCIS Service Type:		Work Crew				
	CCIS Code:		a25				
Continuation	New Initiative		Rationale:	Diversion of non assaultive misd. Offenders and low level felony offenders and FOC defendants from jail, use in structured sentencing and help non profit agencies in the community			
3. Program Status	Modification						
	Continuation:	X					
4. Projected Utilization:	New Enrollments:		Male	Female	Total	Work Crew	
	Continuations:		575	400	975		
	Projected Length of Stay:		100	150	250		
			100	90			
5. Projected Discharged	Total Discharged:		700				
	Total Completions:		450				
	Completion Rate:		64%				
6. Program Location:	Jail	Residential		Community	x	Other	
Project the number of indirect jail bed days saved		12,000					

#### B. Program Budget Summary

Identify the funding required to support the activities or services for this specific program.

##### 1. Budget

Funding Source/Cost Category	Salary & Wages	Contractual Services	Supplies	Equipment	Travel	Other	Total
Comprehensive Plans & Services	50,000						50,000
Drunk Driver/CTP Services							
Drunk Driver/In Jail Assessment							
<b>Sub Total</b>	50,000						50,000
Local GF/GP			1,500	6,000			7,500
Fee Revenues						500	500
Other							
<b>Sub Total</b>			1,500	6,000		500	8,000
<b>Total</b>	50,000		1,500	6,000		500	58,000

CCAB Name: JACKSON

**2. Cost Descriptions:** In the following sections, please provide a brief description of the costs that are included within the budgeted amounts detailed above.

**a. Salary & Wages.** The percentage of salary and wages attributed for each position should correspond to the time that each position contributes to the program. (i.e. if a person spends 75% of their time supporting this program, up to 75% of their salary and wages can be budgeted under this program.)

Title	FTE#	Duties & Responsibilities	CPS	DDJRP	Local/Other	Total
Deputy	1.00	Maintain files, communicate with courts and probation, transport workers to sites, maintain traffic safety for work crews, provide needed tools, transport needed	50,000		2,000	52,000
<b>Totals</b>	1		50,000		2,000	52,000

**b. Contractual Services**

Describe the services to be provided for each contracted service. Also, include information regarding method or terms of reimbursement, i.e. fee for service, rate or cost per unit of service, length of service, etc.

--

**c. Supplies, Equipment, Travel, Other. Please describe the costs for each of the categories with budgeted amounts over \$1,000.**

--

CCAB Name: JACKSON

**3. Fee Revenue:**

Are offenders required to pay a fee to be enrolled or to participate within this specific program.

Yes

☒

No

☐

Note: All fee revenues are required to support community corrections programs

**a. What is the fee structure or the amount they are required to pay?**

\$1.00 for every 5 days on the work service program

**b. Provide or describe the following: Who is responsible for collecting the fees? Who administers and deposits the fees? Who is responsible for or determines whether a fee may be waived?**

Sheriff department clerical staff collects the fee. Indigent participants are waived.

**B. Program Description Plan**

**1. Provide information regarding the program design and frequency/duration of service.**

Most defendants complete this program in 60 days. Jackson County has divided the community service into 2 different programs. The first is daily community service which inmates do community work program instead of jail sentence which allows them to do 25% to 50% of their sentence in jail and finish their sentence in the community. Usually these sentences are for more lengthy sentences of 90-180 days. Regular community service is strictly a diversion program for those offenders who have employment and have a set time to complete their service hours, such as 10 days within 3 months. This program runs 7 days a week, except major holidays.

**2. Provide information regarding the process of how offenders are placed into the program.**

Offenders can be a direct sentence to this program, referred through probation as part of the PV response guide, or selected after sentencing to finish jail sentence on the daily portion of the program if approved by the Judge. Also used in conjunction with the drug court program as an alternative to jail for those who have minor rule violations



CCAB Name: JACKSON

3. How is offender progress reported to the probation officer or referral source? Include frequency of reporting positive and negative progress, and the types of reports provided such as intake, monthly, termination, etc.

The probation agent will notify the CSW office how often a offender is to report, if that schedule is not met the deputy notifies the PO immediately. When an offender is terminated, termination form is sent either completion or violation. Completion forms are sent to the Judge and PO to inform them of the completion date of the offender.

4. Present the program objectives to be addressed and policies/practices to achieve objectives (a program must meet at least one of the following objectives.

Does this program reduce prison commitments?

Does this program impact jail admissions and offenders lengths of stay?

Does this program impact recidivism?

X

Mark with an "x" for those that apply

a. For each objective checked please describe how each will be achieved.

Offenders given community service sentences keep low level felon and Misd. offenders from using local beds that can be used for more serious offenders and when used as part of structured sentences some offenders complete their jail stay on this program thus making beds available for more serious offenders. Approx 6000 bed days saved yearly from this program.

5. Program Outcomes: Briefly describe your plan to measure program outcomes, including intermediate measures such as program completions, reduced PCR, improved jail utilization, program utilization, jobs obtained, fines/costs/restitution paid, etc., for the attainment of objectives identified above.

Program completions are monitored by the use of CCAMIS program. Beds days saved are calculated by the CCAMIS program and also by a spreadsheet developed in the community service office that track where offenders work, amount of hours and how that translate into bed days saved.

7. Target Populations: Prioritize the program target populations as they apply to this specific program.

Non-violent misdemeanor offenders(No CSC)/ Low Level, non violent Felon offenders (No CSC)

CCAB Name: JACKSON

8. Probation Violators: If Probation Violators are not targeted for this program, please explain why. Attach the county-specific Probation Violation Response Guide, per MDOC - OP 06.06.120-FOA Probation Violation Response Guidelines.

Probation Violators are included as part of the Probation response guide.

9. Eligibility Criteria: Briefly describe the program eligibility criteria including risk/need factors as they apply to this specific program.

No more than 2 violent crimes in the past two years, no history of domestic violence, No CSC offenses, number of prior OCC program violation will dictate if offender will be accepted again, risk/need are determined by CSW deputy by use of CCH, Jail log and OCC history.

(Complete the following questions for substance abuse programs only.)

10. Is an assessment required prior to referral or admission to this program?

Yes

No

X

a. Is a substance abuse assessment completed on the offender prior to the referral or order to complete the program?

X

b. Who completes the substance abuse assessment?

CCAB Staff?

X

Service  
Provider?

Third Party?

c. Does the substance abuse assessment result in a recommended level of treatment in accordance with ASAM criteria?

X

d. Is there a process to ensure that offenders receive the recommended level of treatment per the assessment?

X

e. Briefly describe the processes above.

Community Service Deputies review OCC program history, jail activity log for behavioral problems, CCH to determine eligibility. Those with identified alcohol and or drug issues will also be enrolled into SA testing program.

CCAB Name: JACKSON

### III. Comprehensive Plans and Services

#### A. Program Utilization

Instructions: Complete this section for each program proposed for funding under Comprehensive Plans and Services. Up to 15 programs may be described within the application document. If additional space is required please contact MDOC - OCC.

1. Name of Service Provider:	Jackson						
2. Sanction/Service:	Program Name:		Case Management		Case Management		
	CCIS Program Type:		Case Management				
	CCIS Service Type:		Screening & Assessment				
	CCIS Code:		122				
Continuation	New Initiative		Rationale:	File maintenance, COMPAS, communicate with stakeholders as needed, CCIS reporting.			
3. Program Status	Modification						
	Continuation:	X					
4. Projected Utilization:	New Enrollments:		Male	Female	Total	Screening & Assessment	
	Continuations:		700	300	1000		
	Projected Length of Stay:		90	60	150		
			40	40			
5. Projected Discharged	Total Discharged:		800				
	Total Completions:		600				
	Completion Rate:		75%				
6. Program Location:	Jail	X	Residential	X	Community	X	Other
Project the number of direct jail bed days saved			300				
Project the number of indirect jail bed days saved			500				

#### B. Program Budget Summary

Identify the funding required to support the activities or services for this specific program.

##### 1. Budget

Funding Source/Cost Category	Salary & Wages	Contractual Services	Supplies	Equipment	Travel	Other	Total
Comprehensive Plans & Services	20,000						20,000
Drunk Driver/CTP Services							
Drunk Driver/In Jail Assessment							
<b>Sub Total</b>	20,000						20,000
Local GF/GP			300			750	1,050
Fee Revenues							
Other							
<b>Sub Total</b>			300			750	1,050
<b>Total</b>	20,000		300			750	21,050

CCAB Name: JACKSON

**2. Cost Descriptions:** In the following sections, please provide a brief description of the costs that are included within the budgeted amounts detailed above.

**a. Salary & Wages.** The percentage of salary and wages attributed for each position should correspond to the time that each position contributes to the program. (i.e. if a person spends 75% of their time supporting this program, up to 75% of their salary and wages can be budgeted under this program.)

Title	FTE#	Duties & Responsibilities	CPS	DDJRP	Local/Other	Total
Case Manager	1.00	Maintain files on all client in MRT/ PRS/ OUIL III programs. Data entry. Prepare and submit the CCIS statistics. Communicate with Courts and Probation, jail staff.	20,000			20,000
<b>Totals</b>	<b>1</b>		<b>20,000</b>			<b>20,000</b>

**b. Contractual Services**

Describe the services to be provided for each contracted service. Also, include information regarding method or terms of reimbursement, i.e. fee for service, rate or cost per unit of service, length of service, etc.

--

**c. Supplies, Equipment, Travel, Other. Please describe the costs for each of the categories with budgeted amounts over \$1,000.**

--

CCAB Name: JACKSON

**3. Fee Revenue:**

Are offenders required to pay a fee to be enrolled or to participate within this specific program.

Yes

☐

No

X

Note: All fee revenues are required to support community corrections programs

a. What is the fee structure or the amount they are required to pay?

b. Provide or describe the following: Who is responsible for collecting the fees? Who administers and deposits the fees? Who is responsible for or determines whether a fee may be waived?

**B. Program Description Plan**

1. Provide information regarding the program design and frequency/duration of service.

Each program has individual frequency and duration requirements, the case manager maintains file and CCIS reporting requirements. She report outcomes and progress to Probation, Judges and coordinates obtaining files from jail staff at both of our jail locations.

2. Provide information regarding the process of how offenders are placed into the program.

Offenders are placed in OCC programming by Judges, probation and self referrals.

CCAB Name: JACKSON

3. How is offender progress reported to the probation officer or referral source? Include frequency of reporting positive and negative

4. Present the program objectives to be addressed and policies/practices to achieve objectives (a program must meet at least one of the

Does this program reduce prison commitments?

X

Does this program impact jail admissions and offenders lengths of stay?

X

Does this program impact recidivism?

Mark with an "x" for those that apply

a. For each objective checked please describe how each will be achieved.

Case management is the backbone of all OCC programming and reporting issues. Straddle cell offenders in MRT and PRS files are maintained which are diversions, and in essence this is the gatekeeper to our prison diversion efforts.

5. Program Outcomes: Briefly describe your plan to measure program outcomes, including intermediate measures such as program completions, reduced PCR, improved jail utilization, program utilization, jobs obtained, fines/costs/restitution paid, etc., for the attainment of

Case management is the linchpin of community corrections programming. The maintenance of files and CCIS reporting keeps information flowing in and out of the local OCC office and keeps key stakeholders informed of progress and problems that need to be addressed.

7. Target Populations: Prioritize the program target populations as they apply to this specific program.

Med / Low level, non-violent felon offenders. Probation Violators. Med / low level non-violent misdemeanor offenders. No CSC I or III offenders, CSC II and IV offenders reviewed closely on a case by case basis.

CCAB Name: JACKSON

8. Probation Violators: If Probation Violators are not targeted for this program, please explain why. Attach the county-specific Probation Violation Response Guide, per MDOC - OP 06.06.120-FOA *Probation Violation Response Guidelines*.

Probation violators are included in OCC programs per guidelines set in the PV response guide created by probation and OCC staff

9. Eligibility Criteria: Briefly describe the program eligibility criteria including risk/need factors as they apply to this specific program.

Each program has its own prescribed eligibility requirements to ensure public safety and to match defendant needs with programming efforts.

(Complete the following questions for substance abuse programs only.)

10. Is an assessment required prior to referral or admission to this program?

a. Is a substance abuse assessment completed on the offender prior to the referral or order to complete the program?

b. Who completes the substance abuse assessment?

CCAB Staff?

☐

Service  
Provider?

☐

Third Party?

c. Does the substance abuse assessment result in a recommended level of treatment in accordance with ASAM criteria?

d. Is there a process to ensure that offenders receive the recommended level of treatment per the assessment?

e. Briefly describe the processes above.

CCAB Name: JACKSON

### III. Comprehensive Plans and Services

#### A. Program Utilization

Instructions: Complete this section for each program proposed for funding under Comprehensive Plans and Services. Up to 15 programs may be described within the application document. If additional space is required please contact MDOC - OCC.

1. Name of Service Provider:	Jackson						
2. Sanction/Service:	Program Name:	In Jail Assessment OUIL III			DDJRP		
	CCIS Program Type:	DDJRP					
	CCIS Service Type:	In Jail Assessment					
	CCIS Code:	H20-01					
Continuation	New Initiative		Rationale:	Provide treatment for OUIL III offenders and offer diversion from local beds.			
3. Program Status	Modification						
	Continuation:	X					
4. Projected Utilization:	New Enrollments:	Male	Female	Total	In Jail Assessment		
	Continuations:	18	2	20			
	Projected Length of Stay:	5	5				
	5. Projected Discharged	Total Discharged:	50				
	Total Completions:	50					
	Completion Rate:	100%					
6. Program Location:	Jail	X	Residential	Community	Other		
Project the number of direct jail bed days saved							

#### B. Program Budget Summary

Identify the funding required to support the activities or services for this specific program.

##### 1. Budget

Funding Source/Cost Category	Salary & Wages	Contractual Services	Supplies	Equipment	Travel	Other	Total
Comprehensive Plans & Services	1,200						1,200
Drunk Driver/CTP Services							
Drunk Driver/In Jail Assessment						5,000	5,000
<b>Sub Total</b>	1,200					5,000	6,200
Local GF/GP							
Fee Revenues							
Other							
<b>Sub Total</b>							
<b>Total</b>	1,200					5,000	6,200



CCAB Name: JACKSON

**2. Cost Descriptions:** In the following sections, please provide a brief description of the costs that are included within the budgeted amounts detailed above.

**a. Salary & Wages.** The percentage of salary and wages attributed for each position should correspond to the time that each position contributes to the program. (i.e. if a person spends 75% of their time supporting this program, up to 75% of their salary and wages can be budgeted under this program.)

Title	FTE#	Duties & Responsibilities	CPS	DDJRP	Local/Other	Total
Case Manager	1.00	COMPAS Assessment and PRS referrals		1,200		1,200
Totals	1			1,200		1,200

**b. Contractual Services**

Describe the services to be provided for each contracted service. Also, include information regarding method or terms of reimbursement, i.e.

**c. Supplies, Equipment, Travel, Other. Please describe the costs for each of the categories with budgeted amounts over \$1,000.**

CCAB Name: JACKSON

**3. Fee Revenue:**

Are offenders required to pay a fee to be enrolled or to participate within this specific program.

Yes

☐

No

X

Note: All fee revenues are required to support community corrections programs

a. What is the fee structure or the amount they are required to pay?

b. Provide or describe the following: Who is responsible for collecting the fees? Who administers and deposits the fees? Who is responsible for or determines whether a fee may be waived?

**B. Program Description Plan**

1. Provide information regarding the program design and frequency/duration of service.

Assessment of offenders convicted of OUIL III five days while incarcerated, awaiting sentencing and possible PRS placement. Some Offender who are not lodged until sentencing are given the assessment with outcome given to probation to work in RS treatment into the sentence if not ordered.

2. Provide information regarding the process of how offenders are placed into the program.

Offenders are referred to this program through the Ct Ct probation agents. If no agent is given OCC staff tracks OUIL III offenders through a report generated by district court and forwarded to the OCC office.

CCAB Name: JACKSON

3. How is offender progress reported to the probation officer or referral source? Include frequency of reporting positive and negative progress, and the types of reports provided such as intake, monthly, termination, etc.

Offender progress is related directly to the referring source by the RS provider and OCC is given monthly fax and e-mail reports of offender progress and any potential programming problems.

4. Present the program objectives to be addressed and policies/practices to achieve objectives (a program must meet at least one of the following objectives.

Does this program reduce prison commitments?

X

Does this program impact jail admissions and offenders lengths of stay?

X

Does this program impact recidivism?

X

Mark with an "x" for those that apply

a. For each objective checked please describe how each will be achieved.

This program introduces the possibility of PRS placement instead of Prison for OUIL III 0-18 offenders. OUIL offenders that do get jail sentences are usually given 280+ days. The participation of these offenders in a PRS program allows beds to be made available to more serious offenders. As opposed to a straight incarceration sentence, this program offers more of a treatment aspect through programs offered at PRS providers that is not available through straight incarceration. There is more support to stay clean in such an environment and they can learn skill for employment and social skill while staying sober.

5. Program Outcomes: Briefly describe your plan to measure program outcomes, including intermediate measures such as program completions, reduced PCR, improved jail utilization, program utilization, jobs obtained, fines/costs/restitution paid, etc., for the attainment of objectives identified above.

OCC uses the CCAMIS program to monitor the placement of offenders and to make sure referral requirements are met. Bed days saved are also recorded in the CCAMIS program and can be reviewed regularly.

7. Target Populations: Prioritize the program target populations as they apply to this specific program.

Offenders convicted of OUIL III. Non-injury accident. No previous CSC convictions.

CCAB Name: JACKSON

8. Probation Violators: If Probation Violators are not targeted for this program, please explain why. Attach the county-specific Probation Violation Response Guide, per MDOC - OP 06.06.120-FOA Probation Violation Response Guidelines.

Probation violators are included.

9. Eligibility Criteria: Briefly describe the program eligibility criteria including risk/need factors as they apply to this specific program.

Because the nature of this offense itself indicates an alcohol issue, treatment for this is primary. COMPAS is used to determine how intense treatment should follow and use as a gauge for length of stay at a PRS provider. This information is given to probation to discuss with service provider to set up a treatment plan.

(Complete the following questions for substance abuse programs only.)

10. Is an assessment required prior to referral or admission to this program?

Yes

No

a. Is a substance abuse assessment completed on the offender prior to the referral or order to complete the program?

X

b. Who completes the substance abuse assessment?

CCAB Staff?

Service  
Provider?

X

Third Party?

c. Does the substance abuse assessment result in a recommended level of treatment in accordance with ASAM criteria?

X

d. Is there a process to ensure that offenders receive the recommended level of treatment per the assessment?

X

e. Briefly describe the processes above.

OCC case manager administers and scores the COMPAS assessment then forwards results to probation to help determine treatment plan as set up with the PRS provider.

CCAB Name: JACKSON

### III. Comprehensive Plans and Services

#### A. Program Utilization

Instructions: Complete this section for each program proposed for funding under Comprehensive Plans and Services. Up to 15 programs may be described within the application document. If additional space is required please contact MDOC - OCC.

1. Name of Service Provider:	JACKSON					
2. Sanction/Service:	Program Name:	DAY REPORT			Substance Abuse	
	CCIS Program Type:	Substance Abuse				
	CCIS Service Type:	Testing				
	CCIS Code:	G17				
Continuation	New Initiative		Rationale:	Diversion of non assaultive misd. Offenders and low level felony offenders. Used as part of structured sentencing and as a sanction in recovery court in lieu of jail		
3. Program Status	Modification					
	Continuation:	X				
4. Projected Utilization:	New Enrollments:	Male	Female	Total	Testing	
	Continuations:	200	120	320		
	Projected Length of Stay:	20	10	30		
		40	40			
5. Projected Discharged	Total Discharged:	200				
	Total Completions:	125				
	Completion Rate:	63%				
6. Program Location:	Jail	Residential	Community	X	Other	
Project the number of indirect jail bed days saved		7,000				

#### B. Program Budget Summary

Identify the funding required to support the activities or services for this specific program.

##### 1. Budget

Funding Source/Cost Category	Salary & Wages	Contractual Services	Supplies	Equipment	Travel	Other	Total
Comprehensive Plans & Services	50,000					2,000	52,000
Drunk Driver/CTP Services							
Drunk Driver/In Jail Assessment							
<b>Sub Total</b>	50,000					2,000	52,000
Local GF/GP						4,000	4,000
Fee Revenues							
Other			600				600
<b>Sub Total</b>			600			4,000	4,600
<b>Total</b>	50,000		600			6,000	56,600

CCAB Name: JACKSON

**2. Cost Descriptions:** In the following sections, please provide a brief description of the costs that are included within the budgeted amounts detailed above.

**a. Salary & Wages.** The percentage of salary and wages attributed for each position should correspond to the time that each position contributes to the program. (i.e. if a person spends 75% of their time supporting this program, up to 75% of their salary and wages can be budgeted under this program.)

Title	FTE#	Duties & Responsibilities	CPS	DDJRP	Local/Other	Total
Community Service Deputy	1.00	Maintain files, communicate with courts and probation, administer test, conduct subjective assessments for participants, data entry	50,000		4,000	54,000
<b>Totals</b>	<b>1</b>		<b>50,000</b>		<b>4,000</b>	<b>54,000</b>

**b. Contractual Services**

Describe the services to be provided for each contracted service. Also, include information regarding method or terms of reimbursement, i.e. fee for service, rate or cost per unit of service, length of service, etc.

**c. Supplies, Equipment, Travel, Other. Please describe the costs for each of the categories with budgeted amounts over \$1,000.**

CCAB Name: JACKSON

**3. Fee Revenue:**

Are offenders required to pay a fee to be enrolled or to participate within this specific program.

Yes

X

No

Note: All fee revenues are required to support community corrections programs

a. What is the fee structure or the amount they are required to pay?

\$1 per day for PBT and \$15 weekly for drops/ \$22.00 WEEKLY

b. Provide or describe the following: Who is responsible for collecting the fees? Who administers and deposits the fees? Who is responsible for or determines whether a fee may be waived?

Sheriff's department clerical staff collects all fees. OCC manager will determine if the defendant is indigent, fees may be reduced or waived.

**B. Program Description Plan**

1. Provide information regarding the program design and frequency/duration of service.

Participants are given a PBT at least 1time per day. Random weekly drops are done if requested by the referral source.

2. Provide information regarding the process of how offenders are placed into the program.

Referrals come directly from the bench, from probation requests and also may be from lodged inmates who request the program. If lodged the OCC staff reviews the offenders past and make a recommendation to the courts. This program is used as one of the sanctions form our local recovery court wich is a prison diversion program done locally.

CCAB Name: JACKSON

3. How is offender progress reported to the probation officer or referral source? Include frequency of reporting positive and negative progress, and the types of reports provided such as intake, monthly, termination, etc.

Offender progress is reported monthly or as often as requested to the referral source by the community service deputies, OCC manager or case manager.

4. Present the program objectives to be addressed and policies/practices to achieve objectives (a program must meet at least one of the following objectives.

Does this program reduce prison commitments?

Does this program impact jail admissions and offenders lengths of stay?

Does this program impact recidivism?

X

Mark with an "x" for those that apply

a. For each objective checked please describe how each will be achieved.

This program is used in lieu of jail in some cases. In other instances the Judges may allow offenders to serve a portion of their jail stay on this program thus reducing the ALOS.

5. Program Outcomes: Briefly describe your plan to measure program outcomes, including intermediate measures such as program completions, reduced PCR, improved jail utilization, program utilization, jobs obtained, fines/costs/restitution paid, etc., for the attainment of objectives identified above.

The use of our CCAMIS program will allow us to track the amount of bed days saved by the program.

7. Target Populations: Prioritize the program target populations as they apply to this specific program.

Non violent misdemeanants with alcohol charges or underlying alcohol issues. Low level, non-violent Felons with alcohol related charges or underlying alcohol issues. Can also be used as a condition of bond as a pretrial release.



CCAB Name: JACKSON

8. Probation Violators: If Probation Violators are not targeted for this program, please explain why. Attach the county-specific Probation Violation Response Guide, per MDOC - OP 06.06.120-FOA *Probation Violation Response Guidelines*.

PV are accepted and this program is a sanction on the PV response guide available to circuit court PO's in lieu of a jail term.

9. Eligibility Criteria: Briefly describe the program eligibility criteria including risk/need factors as they apply to this specific program.

A subjective assessment is done by OCC staff and the defendant CCH is reviewed to determine if alcohol has been associated in the prior criminal charges. OCC staff also speaks directly to the subject to determine if alcohol may be a problem if released from custody. This program has also been used as conditional bond release and also as a sanction used in our local recovery court that is used in lieu of incarceration.

(Complete the following questions for substance abuse programs only.)

10. Is an assessment required prior to referral or admission to this program?

Yes

No

X

a. Is a substance abuse assessment completed on the offender prior to the referral or order to complete the program?

X

b. Who completes the substance abuse assessment?

CCAB Staff?

X

Service Provider?

Third Party?

c. Does the substance abuse assessment result in a recommended level of treatment in accordance with ASAM criteria?

X

d. Is there a process to ensure that offenders receive the recommended level of treatment per the assessment?

e. Briefly describe the processes above.

Subjective assessment done by OCC staff that includes review of CCH and interview with client to discuss substance abuse matters.

**From:** Randy Treacher  
**To:** Susanne Schweizer  
**Date:** 6/2/2008 8:22 AM  
**Subject:** Fwd: Felony bids  
**Attachments:** 2008 Request for Proposals for Court Appointed Services.pdf; Attorney Bids-Cat 3-(May 2008 Bid) Recommended.xls; Attorney Bids-Cat 2-(May 2008 Bid) Recommended.xls; Attorney Bids-Cat 1-(May 2008 Bid)recommended .xls

>>> Charles Adkins 5/22/2008 9:08 AM >>>  
fyi sir...

>>> Chad Schmucker 05/22/2008 9:03 AM >>>  
Attached are three spreadsheets showing the bids we are recommending for the new contract which commences on July 23, 2008.

We recommend accepting all the 1st degree murder bids but the lowest bids will receive assignments first. It is difficult to predict how many cases there will be.

However, Judge Wilson is currently disqualified from handling cases with three of the attorneys due to financial ties with attorneys in their firms. We are concerned that disqualification of Judge Wilson from these murder cases may have a negative impact on efficient case management so we want to conditionally accept these bids. In the event the disqualification issue is not resolved we reserve the right to reject these bids if accepting them will negatively effect case management. This concerns the bids of Attorneys Raduazzo, Kirkpatrick and Dungan.

In Category Two cases we are recommending Mr Williams' \$800 bid be accepted over Mr Kirkpatrick's to avoid repeated disqualifications. This could prove particularly disruptive in multiple defendant cases.

I am also attaching another copy of the RFP.

Please place this issue on the agenda for the June meetings.

I will not be able to attend the committee meeting so I would appreciate any questions by email.

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

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

# JACKSON COUNTY CIRCUIT COURT

312 South Jackson Street  
Jackson, Michigan 49201

Chad C. Schmucker  
Chief Circuit Judge

Fax: (517) 788-4695  
Phone: (517) 788-4365  
E-Mail: cschmuck@co.jackson.mi.us

## 2008 Request for Proposals for Court Appointed Services for Felony Defendants

**Proposals Due:** Monday, May 19, 2008 at 12:00 Noon.

**Reservation:** Both the Court and County reserve the right to reject any and all proposals for any reason. Cost is an important, but not the sole qualification for accepting bids. Any proposal must be accepted by both the Court and the County.

**Qualifications:** All attorneys who submit proposals must:

1. Be members of the State Bar of Michigan.
2. Be competent to handle the type of case assigned.
3. Have professional liability insurance of \$100,000 per claim.
4. Maintain and monitor a fax machine.
5. Maintain and monitor an e-mail address.
6. Have Internet access to check the Court schedule.
7. Provide the Court with cell phone numbers unless they have full-time secretarial staff.
8. Comply with the minimum standards for court-appointed counsel as set forth in the August 1993 Michigan Bar Journal.
9. Perform duties in conformity with MCR 6.005(H) – Scope of appointed trial lawyers representation.
10. Report any conflict of interest immediately to the Chief Judge in writing.

**Contracts to Commence:** Work on these proposals, if accepted, will begin on or about July 23, 2008. Accepted proposals will be notified at least 30 days prior to the commencement of work.

**Term of Contract:** Until 12-31-2010.

### Scope of Work:

- Category 1: First Degree Murder – Felony Murder – Any other offense that would require a mandatory life sentence if convicted.
- Category 2: All offenses that would fall in the sentencing guideline grids for 2<sup>nd</sup> Degree Murder, Class A, Class B, Class C, or Class D.
- Category 3: All offenses that would fall in the sentencing guideline grids E, F, G and H, Probation Violations and miscellaneous offenses as defined in this Request for Proposals.

If an offender is charged with multiple offenses, the most serious offense determines the category.

### **Percentage of Work:**

- Category 1: Each attorney may submit a proposal for 1-3 cases *per year*.  
Category 2: Each attorney may submit a proposal for 20% of the appointments.  
Category 3: Each attorney may submit a proposal for 20% of the appointments.

Each bid shall be for a fixed amount. Bids will not be accepted for an hourly rate charge.

### **Backup:**

Each attorney participating on the contract is required to have an attorney who will provide backup when the attorney is unavailable. The proposal should specify the attorney or attorneys who will be providing backup in the event the primary attorney is unavailable.

### **Additional Fees:**

In addition to the per case fee that is proposed, the attorneys will be entitled to the following additional fees, if applicable:

Trial Fees for Murder Cases ( ½ Day)	\$325.00
Trial Fees for Other Cases( ½ Day)	\$260.00
Supplement for cases arising out of Dept. of Corrections	\$425.00
Each ½ day of preliminary exam over 3, attorney will be paid ½ day trial fee. A "½ day" is any half day in which testimony is taken.	\$250.00

### **Probation Violations and Miscellaneous Hearings:**

Category 3 also includes probation violations and the following miscellaneous hearings: (The fee paid for these hearings will be ½ of the bid amount for the other Category 3 cases.)

Original Habeas Corpus Hearing not ancillary to a pending criminal case or extradition hearing.  
Extradition hearing  
Juvenile Review Hearing  
Line-up / out-of-court identification fee  
Motor Vehicle Forfeiture Hearing

### **Multiple Cases for Same Defendant:**

If an attorney is currently appointed to represent a Defendant and that Defendant is charged in another case, the attorney will be assigned to that case unless the Chief Judge in his or her sole discretion determines that the attorney does not have adequate experience to handle the case. This provision does not apply to Category 1 cases. If the attorney is appointed in a category in which they have not bid, they will receive the average bid amount for that category of work.

**Conflict of Interest:**

Any attorney who learns of a conflict of interest must immediately report that, in writing or e-mail, to the assigned judge and the Circuit Court Administration Office. The Circuit Court Administration Office will arrange for a replacement attorney. Attorneys cannot reassign the cases among themselves or trade cases.

**Replacement of Attorney:**

Any attorney who is replaced before the preliminary examination, either by retained counsel or due to a conflict of interest will be paid 1/4 of the proposal amount. Any attorney that is replaced after preliminary examination, either by retained counsel or due to conflict of interest may only be paid half of the proposal amount. In a Category 1 case only, an attorney who is replaced before the preliminary exam will be paid \$100 per hour up to 1/4 of the proposal amount. An attorney who is replaced after the preliminary exam will be paid \$100 per hour up to 1/2 of the proposal amount.

**Scope of Representation:**

Attorneys will not be obligated to appeal any conviction or final Order or to any new trials after appeal or further proceedings resulting from a trial. A new trial granted after sentencing will be considered a new case for the attorney.

**Additional Expenses:**

Attorneys shall bill the Court for actual out-of-pocket costs for transcripts, witness fees, and service of process. Costs for experts must be pre-approved by the assigned judge and any other unusual expense for more than \$100 must be approved by the assigned Circuit Judge (i.e. extensive medical records, investigation costs, etc.)

If a conflict occurs due to the attorney's creation of a conflict, e.g., representing one of two defendants on an appointment and subsequently representing the other defendant as a retained client, the attorney will not be paid for his or her services.

Multiple cases for the same defendant. If an attorney is appointed on multiple cases for the same defendant at the same time, the attorney will only be paid for one case if the cases are resolved without a preliminary exam. Irregardless of whether there is a preliminary exam, an attorney will only be paid one case fee if all the charges involve forgery, check writing or wrongful use of financial transaction devices.

If a case is reduced to a misdemeanor in District Court there will not be any additional fees paid even if a trial occurs in District Court.

If a case has been concluded with a bench warrant and billed by the attorney, any reappointment within 12 months of the date of the signing of the bench warrant shall be considered a continuation of the original appointment.

A trial has started when:

- (A) The swearing of the panel for voir dire has been completed; or in a non-jury trial the Prosecutor has started or waived an opening statement.
- (B) The trial is adjourned by motion of the Prosecutor on the date set for trial.

The trial will be concluded when:

- (A) There is a verdict by the jury or the Court;
- (B) Declaration of a mistrial; or
- (C) Acceptance of a plea by the Court after trial has commenced.

## **Billing and Reporting**

Attorneys will submit a monthly bill in a format approved by Court Administration.

Bills should be submitted within 28 days of sentencing. Cases in which a delayed sentence is ordered or a bench warrant is issued should be billed at the time the delayed sentence is ordered or the bench warrant is issued.

## **Draws**

Each attorney will be paid a monthly draw on the 4<sup>th</sup> Friday of each month, beginning August 22, 2008. Draws shall be determined by the court based on approximately 80% of the expected fees. Approved billings in excess of the draw will be paid monthly. If the draws exceed the approved billing, the attorney will reimburse the difference to the County of Jackson within 28 days of request.

## **Parking Permits**

Each participating attorney will receive a parking permit from the County of Jackson for the South Courthouse parking lot, to be used only while on business for this agreement.

## **Subcontracting**

Attorneys may not subcontract their obligation without approval of the Chief Judge. Any new attorney associated with the attorney who has an accepted proposal must be approved by the Chief Judge.

## **Termination**

The Court, the County, and any Attorney may terminate this contract on 56 days written notice. The Court may terminate an Attorney from an individual case if the firm is not adequately representing the Defendant in the opinion of the assigned judge. Attorneys will complete any case outstanding at the termination of this Agreement.

The Court may waive the notice period for any attorney who has presented with exceptional circumstances, which shall be determined in the sole discretion of the Court. The Court also reserves the right to immediately terminate any attorney if the attorney lacks the capacity to adequately represent the Defendants.

## **Prior Appointments**

This agreement will not affect the status of payment of fees for defense of indigent criminal defendants under a contract before the effective date of this Agreement.

## **Ability and Qualifications**

Any questions as to the ability or qualifications of a attorney either to handle the type of case or to handle the volume of work proposed, shall be decided by the current Circuit, District and Probate Judges. This includes not only whether the attorney has the qualifications to handle the type of case, but also the attorney's record for punctuality and experience in handling the type of case requested.

Any questions regarding the removal of an attorney from the contract for failure to adequately perform shall be decided by the Chief Circuit Judge.

All attorneys who are bidding will be requested to complete a qualifications and background questionnaire.

Any attorney submitting a proposal may also submit additional information regarding their qualifications.

Proposals for more than 20% of the work from any attorney or group of attorneys will **NOT** be accepted. If identical proposals are submitted, the Court has the total discretion to decide which, if any, of the proposals will be accepted.

## **Proposal Acceptance Procedure.**

All proposals will be opened by the Chief Circuit Judge. The Circuit Judges will meet to decide on the qualifications of the attorneys who have submitted proposals and will make a recommendation to the Board of Commissioners.

Any questions about this procedure, payments, or expectations of the Court and County shall be submitted to the Chief Judge in writing. The questions and written answers will be posted on the Chief Judge's web page as soon as possible.

**Category 1 Proposals** The Court shall accept Proposals for 15 cases per year. The cases will be assigned starting with the lowest accepted proposal. The Court will pay the proposal amount for each assigned case plus any additional charges allowed by this agreement.

**Category 2 & 3 Proposals** The lowest qualified proposals will be accepted.

## PROPOSAL FOR COURT-APPOINTED ATTORNEY CONTRACT

I have reviewed the Request for Proposals for Court-Appointed Services for Felony Defendants, and I am making the following Proposals:

	Number of Cases	Per Case Proposal Amount
Category 1	(1-3) _____	\$ _____
Category 2	<input type="checkbox"/> 20%	
Category 3	<input type="checkbox"/> 20%	

\_\_\_\_\_  
Attorney Name

\_\_\_\_\_  
Attorney Name (If joint proposal)

\_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
(required)

\_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
(required)

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Attorney Signature

If this proposal is being submitted by an individual attorney, the name of the attorney who will be providing back-up coverage when necessary.

\_\_\_\_\_  
Name of Back-up Attorney



## QUALIFICATIONS QUESTIONNAIRE

Attorney Name: \_\_\_\_\_

Year admitted to practice: \_\_\_\_\_

Describe the nature of your practice in the last 3 years: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If bidding on Category 1 or Category 2 cases:

1. Have you have handled a jury trial for a defendant charged with First Degree Murder, Felony Murder or Open Murder? If so, please list:

Defendant name: \_\_\_\_\_

Judge's Name: \_\_\_\_\_

Opposing Attorney: \_\_\_\_\_

Year of Trial: \_\_\_\_\_

2. Please list the last three capital cases you handled:

Defendant name: \_\_\_\_\_

Judge's Name: \_\_\_\_\_

Opposing Attorney: \_\_\_\_\_

Year of Trial: \_\_\_\_\_

Defendant name: \_\_\_\_\_

Judge's Name: \_\_\_\_\_

Opposing Attorney: \_\_\_\_\_

Year of Trial: \_\_\_\_\_

Defendant name: \_\_\_\_\_

Judge's Name: \_\_\_\_\_

Opposing Attorney: \_\_\_\_\_

Year of Trial: \_\_\_\_\_

For Categories 1, 2 and 3:

Please list your last 3 jury trials:

Names of Parties: \_\_\_\_\_

Judge's Name: \_\_\_\_\_

Opposing Attorney: \_\_\_\_\_

Year of Trial: \_\_\_\_\_

Names of Parties: \_\_\_\_\_

Judge's Name: \_\_\_\_\_

Opposing Attorney: \_\_\_\_\_

Year of Trial: \_\_\_\_\_

Names of Parties: \_\_\_\_\_

Judge's Name: \_\_\_\_\_

Opposing Attorney: \_\_\_\_\_

Year of Trial: \_\_\_\_\_

[illegible]

[illegible]

[illegible]

## Agreement to Provide Court-Appointed Attorney Services to Indigent Defendants

This Agreement is a result of the Court's Second Request for Proposals and the accepted Proposals of attorneys.

Attorney: I AGREE:

1. To maintain professional liability insurance of \$100,000 per claim.
2. To maintain and monitor a fax machine.
3. To maintain and monitor an e-mail address.
4. To have internet access to check the Court schedule.
5. To provide the Court with cell phone contact numbers unless I have full-time secretarial staff.
6. To comply with the minimum standards for court-appointed counsel as set forth in the August 1993 Bar Journal.
7. To perform duties in conformity with MCR 6.005(H)- Scope of appointed trial lawyers representation.
8. To report any conflict of interest immediately to the Chief Judge in writing.

**Term of Agreement:** The term of this agreement is 1 year and commences July 23, 2007.

Unless this contract is extended, new appointments will not be made after the expiration of this term, but the attorneys will be expected to complete the cases that were made during the term of this contract, even if those cases extend beyond the closing date for assignment of new cases.

### Cases:

**Category I** – First Degree Murder, Felony Murder, or any other offense that would require a mandatory life sentence if convicted.

#### Accepted Bids for Category I cases:

Bruce A. Barton (1 case)	\$3,000
George Lyons (3 cases)	\$8,000
Bruce A. Barton (1 case)	\$8,000
James Fifelski (2 cases)	\$10,000
Robert Gaecke (2 cases)	\$12,500
Brandt & Dehncke (3 cases)	\$15,000
David Lady (2 cases)	\$15,000
Paul Adams (1 case)	\$15,000
Jacobs & Engle (6 cases)	\$15,000
Tony Raduazo (1 case)	\$15,000
Sean F. Carroll (1 case)	\$15,000

Cases will generally be assigned based on the lowest bid amount first. When bids are of the same amount, they will be assigned randomly. The Court reserves the right to make an exception if an attorney is unable because of workload to handle additional cases at that time, but this is at the Court's discretion.

**Category II** -- All offenses that would fall in the sentencing guidelines grid for 2<sup>nd</sup> Degree Murder, Class A, Class B, or Class C.

George Lyons	20%	(\$550)
Robert Gaecke	20%	(\$550)
Brandt & Dehncke	10%	(\$617)
Jacobs & Engle	10%	(\$617)
Tony Raduazo	10%	(\$617)
Andy Kirkpatrick	10%	(\$617)
Paul Adams	10%	(\$617)
David Lady	10%	(\$617)

All cases will be assigned randomly.

**Category III** -- All offenses that would fall in the sentencing guidelines grids for Class D, E, F and H.

Beer & McCord	20%	(\$360)
George Lyons	20%	(\$386)
Ron Fabian	20%	(\$380)
Phil Berkemeier	20%	(\$330)
Tim Williams	10%	(\$375)
Jacobs & Engle	10%	(\$410)

All cases will be assigned randomly.

**Category IV** -- Probation Violations for any offense and miscellaneous hearings. Miscellaneous hearings include original Habeas Corpus proceedings not ancillary to a pending criminal case or extradition hearing, extradition hearings, juvenile review hearings, line-up and out of court identifications, and motor vehicle forfeiture hearings.

George Lyons	25%	(\$150)
Georgia Wright	25%	(\$150)
Judy Varga	25%	(\$150)
Phil Berkemeier	25%	(\$150 or \$10,000 annual)

All cases will be assigned randomly.

If an offender is charged with multiple offenses, the most serious offense at the time of District Court arraignment determines the category. If an attorney has represented a defendant in the recent past, the attorney will automatically be assigned new cases for the defendant.

### Replacement of Attorney:

Any attorney who is replaced before the preliminary examination, either by retained counsel or due to a conflict of interest will be paid 1/4 of the proposal amount. Any attorney that is replaced after preliminary examination, either by retained counsel or due to conflict of interest may only be paid half of the proposal amount. In a Category 1 case only, an attorney who is replaced before the preliminary exam will be paid \$100 per hour up to ¼ of the proposal amount. An attorney who is replaced after the preliminary exam will be paid \$100 per hour up to ½ of the proposal amount.

### Scope of Representation:

Attorneys will not be obligated to appeal any conviction or final Order or to any new trials after appeal or further proceedings resulting from a trial. A new trial granted after sentencing will be considered a new case for the attorney.

### Additional Expenses:

In addition to the base fee, attorneys will be entitled to the following additional fees:

Trial Fees for Murder Cases ( ½ Day)	\$325.00
Trial Fees for Other Cases( ½ Day)	\$260.00
Supplement for cases arising out of Dept. of Corrections	\$425.00
Each ½ day of preliminary exam over 3, attorney will be paid ½ day trial fee. A "½ day" is any half day in which testimony is taken.	\$250.00

Attorneys shall bill the Court for actual out-of-pocket costs for transcripts, witness fees, and service of process. Costs for experts must be pre-approved by the assigned judge and any other unusual expense for more than \$100 must be approved by the assigned Circuit Judge (i.e. extensive medical records, investigation costs, etc.)

If a conflict occurs due to the attorney's creation of a conflict, e.g., representing one of two defendants on an appointment and subsequently representing the other defendant as a retained client, the attorney will not be paid for his or her services.

Multiple cases for the same defendant. If an attorney is appointed on multiple cases for the same defendant at the same time, the attorney will only be paid for one case if the cases are resolved without a preliminary exam. Irregardless of whether there is a preliminary exam, an attorney will only be paid one case fee if all the charges involve forgery, check writing or wrongful use of financial transaction devices.

If a case is reduced to a misdemeanor in District Court there will not be any additional fees paid even if a trial occurs in District Court.



If a case has been concluded with a bench warrant and billed by the attorney, any reappointment within 12 months of the date of the signing of the bench warrant shall be considered a continuation of the original appointment.

A trial has started when:

- (A) The swearing of the panel for voir dire has been completed; or in a non-jury trial the Prosecutor has started or waived an opening statement.
- (B) The trial is adjourned by motion of the Prosecutor on the date set for trial.

The trial will be concluded when:

- (A) There is a verdict by the jury or the Court;
- (B) Declaration of a mistrial; or
- (C) Acceptance of a plea by the Court after trial has commenced.

### **Billing and Reporting**

Attorneys will submit a monthly bill in a format approved by Court Administration.

Bills should be submitted within 28 days of sentencing. Cases in which a delayed sentence is ordered or a bench warrant is issued should be billed at the time the delayed sentence is ordered or the bench warrant is issued.

In Category 1 cases, the attorneys will be paid as follows:

- First payment date after appointment – ¼ of the bid amount
- First payment date after start of preliminary exam – ¼ of the bid amount
- First payment date after Circuit Court Arraignment – ¼ of bid amount
- First payment date after conclusion (sentencing or acquittal) – balance

Category IV cases will be paid upon final billing.

### **Draws**

Each attorney handling Category 2 and 3 cases will be paid a monthly draw on the 4<sup>th</sup> Friday of each month, beginning July 27, 2007. Draws shall be determined by the court based on approximately 80% of the expected fees. Approved billings in excess of the draw will be paid monthly. If the draws exceed the approved billing, the attorney will reimburse the difference to the County of Jackson within 28 days of request.

Category II Cases: \$750 draw per month per 10% of contract

Category III Cases: \$1,500 draw per month per 10% of contract

Draws and payments will be made on the 4<sup>th</sup> Friday of each month, with the first draw being July 27, 2007. Approved billings in excess of the draw will be paid monthly. If the draws exceed the approved billings, the attorney will reimburse the difference to the County of Jackson within 28 days of request.

### **Parking Permits**

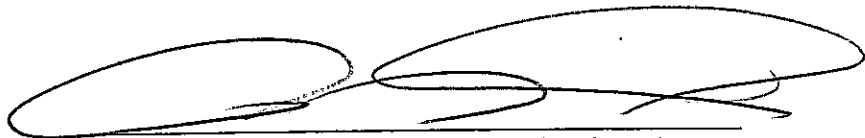
Each participating attorney will receive a parking permit from the County of Jackson for the South Courthouse parking lot, to be used only while on business for this agreement.

### **Subcontracting**

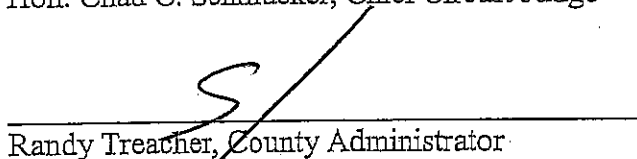
Attorneys may not subcontract their obligation without approval of the Chief Judge. Any new attorney associated with the attorney who has an accepted proposal must be approved by the Chief Judge.

### **Termination**

The Court, the County, and any Attorney may terminate this contract on 28 days written notice. The Court may terminate an Attorney from an individual case if the firm is not adequately representing the Defendant in the opinion of the assigned judge. Attorneys will complete any case outstanding at the termination of this Agreement.



Hon. Chad C. Schmucker, Chief Circuit Judge



Randy Treacher, County Administrator

**AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN  
JACKSON COUNTY AND  
THE ENTERPRISE GROUP OF JACKSON, INC.**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between Jackson County, hereinafter called “the County” and The Enterprise Group of Jackson, Inc., hereinafter called “The EG”, a Michigan non-profit corporation.

The County intends and desires to enter into an agreement with The EG to promote the economic development of Jackson County, Michigan by increasing the tax base and revenues of Jackson County, and the income of its inhabitants by providing employment opportunities for them through the retention and creation of quality jobs, and by developing, retaining, and encouraging business and industry. The EG will provide Jackson County with economic development related technical assistance, staff support, and advise and counsel as determined appropriate by the County Administrator and CEO of The EG.

**General Services**

- Manage the County Economic Development Corporation, County Brownfield Redevelopment Authority, and several township LDFAs and DDAs.
- Develop, maintain and operate a business retention and expansion program aimed at helping County businesses successfully compete in national/world markets, diversify into new markets resulting in their growth within the County.
- Market and sell Jackson County to companies outside the County and structure deals to bring them to the County to invest in new facilities and create meaningful employment opportunities.
- Help build Jackson County’s industrial site infrastructure.
- Help local area companies secure government agreements through the Technical Assistance Center managed by The EG.
- Assist in new business formation, entrepreneurial development and technology transfer through the Small Business Development Center and through the Future Communities process.
- Assist with incumbent worker training through JAMA and the Academy of Manufacturing Careers.

**Special Provision**

The EG and the County, through the Jackson County Fair Board, intend to enter into an agreement for reciprocal parking involving the Jackson County Fairgrounds and parking spaces developed for the Armory Arts Project. Said reciprocal parking shall be based upon mutually agreed terms and conditions, with the provision that reciprocal parking shall be at no cost to either party. Should The EG assign its development rights to another party as part of the Armory Arts Project, The EG will stipulate that the controlling party will seek a similar agreement with the Jackson County Fair Board.

## **Conditions**

Term. This agreement shall commence on the 1st day of January 2008 and shall continue until the 31<sup>st</sup> day of December 2008. This agreement is subject to an appropriation of \$80,000 by the County. This annual investment of the County shall be allocated to support the Economic Development operations of The EG.

Budget. On or before July 1 of each year, The EG shall submit a request for funding to the Jackson County Administrator for the following calendar year. Payment shall be made in the first week of each new quarter covered by this agreement. This agreement also includes the County providing The EG access to the County GIS system, at no cost to The EG, and access to Region II Planning services contracted for by Jackson County as may be determined appropriate by the County Administrator.

Independent Status of The EG. The EG is a separate, legal entity subject to direction and control by its board of directors, and the County makes this agreement accordingly. All persons working for The EG under this agreement shall be employees of The EG and shall not be considered employees of the County.

Authority. Neither by this agreement, nor by its membership in The EG does the County delegate any authority to make decisions for the County. The EG's powers and purpose by virtue hereof are fact finding, informational, recommendatory, or advisory with no decision-making authority in relation to the County.

### Termination

Either party has a right to terminate this agreement without cause upon 90 days advance written notice to the other party.

Notices. Whenever notice is required to be given in writing, such notice shall be delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

Jackson County  
120 W. Michigan Ave.  
Jackson, MI 49201:

The Enterprise Group of Jackson  
One Jackson Square, Suite 1100  
Jackson, MI 49201

**IN WITNESS WHEREOF**, the parties have set their hands in counterparts, each of which will constitute an original.

Date:

Jackson County

By:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

Date:

The Enterprise Group of Jackson

By:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**COUNTY OF JACKSON**

**RESOLUTION (06-08.18)**

**TO AUTHORIZE TREASURER TO PURCHASE HUD FORECLOSED PROPERTY IN  
THE NAME OF THE COUNTY FOR DEPOSIT INTO THE JACKSON COUNTY LAND  
BANK AUTHORITY INVENTORY**

At a regular meeting of the County Board of Commissioners of the County of Jackson, Michigan, held at the Jackson County Tower Building, 120 West Michigan Avenue, Jackson, Michigan, on the

**PRESENT:**

**ABSENT:**

Commissioner        offered the following resolution and moved its adoption. The motion was seconded by Commissioner        :

**WHEREAS**, there exists in Jackson County a need to provide high quality affordable housing; and,

**WHEREAS**, in an effort to expand its partnership with local governments in helping to foster housing opportunities for low to moderate income families and address specific community needs, HUD has introduced a Good Neighbor Program; and,

**WHEREAS**, this program facilitates the sale of aged HUD inventory of single family homes to local governments for one dollar (\$1.00); and,

**WHEREAS**, improvement to the quality of the housing stock in Jackson County is a primary purpose of the Jackson County Land Bank which was created under the guidance of the County Treasurer, with the concurrence of the County Board of Commissioners, and an Intergovernmental Agreement with the Michigan Land Bank Fast Track Authority; and,

**WHEREAS**, the acquisition of certain HUD properties is in the public interest of the citizens of Jackson County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF JACKSON, MICHIGAN THAT:**

1. The County Treasurer is authorized to acquire in the name of Jackson County and on behalf of the Land Bank, those properties that fit the goals of the Land Bank Authority and transfer said properties to the Land Bank for disposition.
2. All cost of participation in this acquisition program shall be covered by the Land Bank.

**AYES:**

**NAYES:**

STATE OF MICHIGAN }  
 } SS  
COUNTY OF JACKSON }

establishing the Jackson County Land Bank Authority with original record thereof now remaining in my office, and that the attached is a true and correct copy therefrom, and of the whole of such original record.

Amanda L. Riska, Clerk  
County of Jackson

Resolution – date  
Page 3



# JACKSON COUNTY PARKS

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## Memorandum

**To:** Personell & Finance Committee  
c/o Randy Treacher, County Administrator

**From:** Jim Guerriero, Parks Director

**Date:** May 30, 2008

**Re:** Budget Adjustment (Golf Accessories, Advertising, Special Events and Maintenance and Repair)

---

The budget adjustment will allow us to move funds around from inside the 218700 fund line items to

1. Help increase course revenues by more marketing and promotion
2. To cover increased expense for maintaining and repairing the course and watering system

The decrease in golf accessories revenue should be less than the projected increase in total revenue, as more rounds will be expected, but players are spending much less on accessories.

**County of Jackson  
Budget Adjustments**

FUND	DEPT	ACCT	SUB	ACCOUNT DESCRIPTION		CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
218	700	959	628	Golf Accessories		\$25,000.00		\$12,000.00	\$13,000.00
218	700	902	000	Advertising Expense		\$220.00	\$5,300.00		\$5,520.00
218	700	731	000	Special Events/Promotions		\$2,060.00	\$1,700.00		\$3,760.00
218	700	775	000	Maintenance & Repair		\$11,000.00	\$5,000.00		\$16,000.00
				<b>Totals</b>		\$38,280.00	\$12,000.00	\$12,000.00	\$38,280.00

DESCRIPTION OF ADJUSTMENT
To more accurately reflect our line item expenses.

DEPT HEAD/date
\_\_\_\_\_
COMMITTEE/date
\_\_\_\_\_

BUDGET DIR/date
\_\_\_\_\_
ADMINISTRATOR/date
\_\_\_\_\_

5/30/08

To: Ted Westmeier  
Health Officer, JCHD

Budget Adjustment Request (JUNE, 2008)

It is my recommendation that the Health Department request budget adjustments in June, 2008 in order to reflect changes in revenues and expenses with state and grant funded programs. No additional county allocation funding is being requested.

For most of the orgkeys, we are just asking to move some expense authorizations from one line item to a different line item.

We did have a net increase in projected revenues of \$270,900 which we have also included in our planned expenditures. Most of these additional revenues are attributable to several Health Education grants, including the lead grant with the City of Jackson, the puberty training grant with Jackson Public Schools, the special abstinence grant with the Michigan Public Health Training Institute, a new grant from the Healthy Michigan funding for Teen Pregnancy Prevention, and from our focus on increasing our Medicaid Outreach efforts. We also needed to recognize the receipt of insurance proceeds & costs incurred from a large loss of state vaccines that took place.

Attached is the summary of the proposed adjustments to revenues & expenditures. I will forward to Randy & Gerard the paper copies of complete detail schedules for all of the requested changes in the various orgkey revenues & expenses.

Please let me know if you would like any further information to submit to the Personnel & Finance Committee or to the Administrator's Office.

Rex R. Pierce  
JCHD Financial Services Manager

**Prepared 5/29/08- RRP**

## SUMMARY OF BUDGET ADJUSTMENTS (YE 9/30/08)

## Health Department

Expenditure Accounts	Current Budget	Increases	Decreases
221100 - ADMINISTRATION	\$476,379	\$42,261	\$13,000
221160 - HEALTH EDUCATION	\$235,163	\$48,000	\$2,400
221175 - EMERGENCY PREPAREDNESS	\$189,878	\$4,100	\$16,000
221200 - ENVIRONMENTAL HEALTH	\$702,300	\$15,475	\$23,046
221300 - GENERAL NURSING	\$219,265	\$850	\$850
221301 - MSS/ISS (MIHP)	\$334,486	\$35,405	\$35,405
221310 - IMMUNIZATIONS	\$307,074	\$80,844	\$0
221312 - EARLY ON	\$169,705	\$4,866	\$18,000
221313 - SEXUALLY TRANSMITTED DISEASES (STD)	\$121,419	\$29,100	\$1,100
221320 - INFANT MORTALITY & PREVENTION	\$66,558	\$15,100	\$11,100
221341 - CHILDRENS SPECIAL HEALTH CARE SERVICES	\$78,722	\$800	\$800
221417 - HEARING & VISION	\$79,439	\$2,058	\$2,058
221451 - MEDICAID OUTREACH & ADVOCACY	\$25,403	\$104,700	\$0
221460 - WOMEN, INFANTS, CHILDREN (WIC)	\$563,477	\$35,500	\$80,000
221616 - AIDS COUNSELING & TESTING	\$17,669	\$9,100	\$8,500
221630 - TOBACCO REDUCTION COALITION	\$15,273	\$2,000	\$0
221634 - IMMUNIZATION ACTION PLAN	\$83,288	\$0	\$0
221635 - CAR SEAT PROGRAM	\$67,013	\$725	\$725
221639 - COMMUNITY HEALTH ASSESSMENT	\$0	\$0	\$0
221655 - TEEN PREGNANCY PREVENTION	\$26,059	\$53,000	\$0
<b>Total</b>	<b>\$3,778,570</b>	<b>\$483,884</b>	<b>\$212,984</b>

### Increase in Expenditures by

**\$270,900**

Prepared 5/29/08- RRP

**SUMMARY OF BUDGET ADJUSTMENTS (YE 9/30/08)**  
**Health Department**

<b>Revenue Accounts</b>	<b>Current Budget</b>	<b>Increases</b>	<b>Decreases</b>
221100 - ADMINISTRATION	\$794,599	\$3,737	\$0
221160 - HEALTH EDUCATION	\$94,322	\$77,000	\$12,000
221175 - EMERGENCY PREPAREDNESS	\$259,537	\$0	\$0
221200 - ENVIRONMENTAL HEALTH	\$743,278	\$0	\$0
221300 - GENERAL NURSING	\$54,735	\$0	\$0
221301 - MSS/ISS (MIHP)	\$277,000	\$0	\$0
221310 - IMMUNIZATIONS	\$304,616	\$80,844	\$0
221312 - EARLY ON	\$170,958	\$0	\$13,134
221313 - SEXUALLY TRANSMITTED DISEASES (STD)	\$82,963	\$0	\$1,500
221320 - INFANT MORTALITY & PREVENTION	\$67,910	\$6,306	\$0
221341 - CHILDRENS SPECIAL HEALTH CARE SERVICES	\$72,687	\$1,731	\$0
221417 - HEARING & VISION	\$54,735	\$0	\$0
221451 - MEDICAID OUTREACH & ADVOCACY	\$18,299	\$75,000	\$0
221460 - WOMEN, INFANTS, CHILDREN (WIC)	\$594,540	\$0	\$0
221616 - AIDS COUNSELING & TESTING	\$18,518	\$0	\$150
221630 - TOBACCO REDUCTION COALITION	\$15,000	\$5,000	\$0
221634 - IMMUNIZATION ACTION PLAN	\$67,380	\$0	\$0
221635 - CAR SEAT PROGRAM	\$61,366	\$0	\$4,934
221639 - COMMUNITY HEALTH ASSESSMENT	\$0	\$0	\$0
221655 - TEEN PREGNANCY PREVENTION	\$26,127	\$79,127	\$26,127
<b>Total</b>	<b>\$3,778,570</b>	<b>\$328,745</b>	<b>\$57,845</b>

**Increase in Revenues by**

**\$270,900**

<b>Amended Budget</b>
---------------------------

\$505,640
\$280,763
\$177,978
\$694,729
\$219,265
\$334,486
\$387,918
\$156,571
\$149,419
\$70,558
\$78,722
\$79,439
\$130,103
\$518,977
\$18,269
\$17,273
\$83,288
\$67,013
\$0
\$79,059

\$4,049,470
-------------

<b>Amended Budget</b>
---------------------------

\$798,336
\$159,322
\$259,537
\$743,278
\$54,735
\$277,000
\$385,460
\$157,824
\$81,463
\$74,216
\$74,418
\$54,735
\$93,299
\$594,540
\$18,368
\$20,000
\$67,380
\$56,432
\$0
\$79,127

\$4,049,470
-------------

County Affairs  
Motions

June 17, 2008

- 1a. Motion: Appoint one public member to the Agricultural Preservation Board, term to 6-30-2011
- 1b. Motion: Appoint one Commissioner to the Agricultural Preservation Board, term to 6-30-09
- 1c. Motion: Appoint one member, County Treasurer, to the County Building Authority, term to 6-30-2011
- 1d. Motion: Appoint one public member to the Economic Development Corporation, term to 3-31-2014
- 1e. Motion: Appoint one public member to the Jackson County Road Commission, term to 12/2012
- 2. Motion: Adopt the Proposed Prices for Digital and Hard Copies – GIS



Commissioner Board Appointments – June 2008

<u>BOARD</u>	<u>NEW TERM EXPIRES</u>	<u>CURRENT MEMBER</u>	<u>APPLICANTS</u>	<u>COMMITTEE RECOMMENDED APPOINTMENTS</u>
<u>Agricultural Preservation Board</u>				
1) One public member	6/30/2011	Nancy Hawley	Nancy Hawley	Nancy Hawley
1) One Commissioner member	6/30/2009	Dave Lutchka	Dave Lutchka	Dave Lutchka
<u>County Building Authority</u>				
1) County Treasurer member	6/30/2011	Janet Rochefort	Janet Rochefort	Janet Rochefort
<u>Economic Development Corporation</u>				
1) One public member	3/31/2014	Jeanne Laimon	Jeanne Laimon	Jeanne Laimon
<u>Jackson County Road Commission</u>				
1) One public member	12/2012	Randy Treacher ( <i>resigned, effective 6-30-08</i> )	Marvin Jester Ronald Meador James Griffis	Marvin Jester

## **MINUTES**

### **Jackson County GIS Policy Board**

Jackson County Tower Building  
120 W. Michigan Avenue  
Jackson, Michigan 49201  
Thursday, January 17, 2008

Members Present: Kevin Bowman, *Consumers Energy*  
Kim Brown, *Blackman Township*  
Gordon Heins, *Summit Township*  
Cliff Herl, *Jackson County*  
Juli Kolbe, *Equalization*  
Joe Michalsky, *Jackson County Road Commission*  
Charles Reisdorf, *Region 2 Planning Commission*  
Randy Treacher, *Jackson County*

Members Absent: Glen Chinavare, *City of Jackson*  
Phyllis Stressman, *Intermediate School District*  
Melissa Tee, *JAAR*

Others Present: Scott Ambs, *Coordinator, Jackson County GIS*  
Jon Stiegel, *Jackson County GIS*  
Jennifer White, *Equalization*

#### **ITEM 1      CALL TO ORDER**

Kevin called the meeting to order at 3:00 p.m.

#### **ITEM 2      APPROVAL OF THE JANUARY 17, 2008 AGENDA**

Kevin asked if there were any revisions to the agenda. Gordon motioned, and was supported by Randy, to approve the agenda. The motion carried unanimously.

#### **ITEM 3      PUBLIC COMMENT**

No public comment was received.

#### **ITEM 4      APPROVAL OF THE OCTOBER 18, 2007 MINUTES**

Gordon motioned, and was supported by Cliff, to approve the minutes of the October 18, 2007 Policy Board. The motion carried unanimously.

**ITEM 5**      **OLD BUSINESS**

There was no old business.

**ITEM 6**      **PICTOMETRY DISTRIBUTION UPDATE**

Scott brought the group up to date on the Townships that had presentations made and the installations.

**ITEM 7**      **DELINQUENT TAX PRESENTATION**

Jon made a presentation on the process he developed to display the delinquent tax parcels to the web site.

**ITEM 8**      **GIS PROGRESS**

Scott provided a map to all showing the progress that has been made to date on the remonumented section corners.

**ITEM 9**      **DIGITAL AND HARD COPY PRICING**

Scott provided a sheet showing proposed costs for digital and hard copy prices. Randy motioned, and was supported by Cliff, to approve the proposed prices and have Scott present them to the appropriate County Committees for approval. The motion carried unanimously.

**ITEM 10**      **JACKSON COUNTY GIS MEMBERSHIP**

Scott provided a sheet showing proposed membership fees for the Jackson County GIS. There was discussion on the proposed fees and it was the consensus of the group to take the proposed fee structure back to their communities for input.

**ITEM 11**      **ADDRESSING GRANTS**

Scott informed the group that the attempt to secure a grant for the addressing project was rejected by the Community Foundation. The Community Foundation felt that this was a project that should be supported by tax dollars.

**ITEM 12**      **COORDINATOR UPDATE**

Scott summarized the staff activities to date.

**ITEM 13**      **NEW BUSINESS**

Ray described to the group how Blackman Charter Township has expanded their use of GIS and how it was being used to support their economic development efforts.

**ITEM 14**      **PUBLIC COMMENT**

No public comment was received.

**ITEM 15**      **NEXT MEETING DATE**

The next meeting date is set for Thursday, April 17, 2008 at 3:00 p.m. in Room 604 of the Jackson County Tower Building.

**ITEM 13**      **ADJOURNMENT**

Motion by Gordon, supported by Juli, to adjourn the meeting at 4:09 p.m. The motion carried unanimously.

Jackson County  
DIGITAL and HARD COPY PRICING  
1-17-08

**DIGITAL DATA PRICING**

	<b><u>1-499</u></b>	<b><u>500-999</u></b>	<b><u>1000-2499</u></b>	<b><u>2500-5000</u></b>	<b><u>5000-50000</u></b>	<b><u>50000+</u></b>	<b><u>County Updates</u></b> <i>(anytime within calendar year)</i>
Parcel Geography <i>(no assessing data)</i>	\$1.00	\$0.80	\$0.60	\$0.40	\$0.30	\$0.20	\$500
Parcel Geography <i>(assessing data)</i>	\$2.00	\$1.50	\$1.00	\$0.80	\$0.60	\$0.30	\$1,000.00

	<b><u>County</u></b>	<b><u>Local Unit</u></b>	<b><u>Section</u></b>
2007 Color Imagery	\$5,000.00	\$500.00	\$50.00
2005 Color Imagery	\$3,000.00	\$300.00	\$25.00
2000 B&W Imagery	\$1,000.00	\$100.00	\$20.00
Data Layers <i>(i.e. soils, wetlands, etc.)</i>	\$800.00	\$100.00	\$50.00
Boundary Layers <i>(i.e. Political Units, Commission Districts, School Districts, etc.)</i>	\$400.00	\$50.00	N/A

**HARD COPY MAP PRICING**

	<b><u>B&amp;W / Color</u></b>	<b><u>W/Aerial</u></b>
8 ½" x 11"	\$8.00	\$12.00
11" x 17"	\$12.00	\$18.00
17" x 22" <i>(c size)</i>	\$18.00	\$27.00
24" x 36" <i>(d size)</i>	\$36.00	\$54.00
36" x 48" <i>(e size)</i>	\$50.00	\$75.00

**HOURLY LABOR RATES**

- GIS Technicians: \$75.00 / hr *(charged in ½ hr increments with ½ hr minimum charge)*
- Hourly labor rates apply for the creation of customized *(non-standard)* outputs

**INFORMATION REQUEST**

- Information request form / agreement for customized output must be fully completed.

**APPLICATION FEE**

- A \$25.00 application fee will be charged for all customized outputs

Human Services

Motions

June 17, 2008

1. Motion: Approve the Proposed Soil Erosion Program Fees



# Jackson County Health Department

1715 Lansing Ave • Ste 221 • Jackson, Michigan 49202

Phone (517) 788-4420 • FAX (517) 788-4373

## **SOIL EROSION AND SEDIMENTATION CONTROL FEES PAYABLE TO: JACKSON COUNTY HEALTH DEPARTMENT OR JCHD**

### **A. Individual Residential Site**

1. Submission of an application/site plan for a permit.
  - a. Single family residence - \$150.00 Cash Bond - \$300.00 (refunded after final inspection, except that inspection in excess of three will be charged at \$75.00 for re-inspection and extension letter and deducted from the bond).
  - b. Sea walls - \$75.00. Cash Bond - \$75.00.
2. Extension beyond expiration of permit - \$50.00 (4 months).
3. Re-inspection fee - \$25.00.
4. Violation of extension letter - \$50.00.
5. "After the fact" permit – additional \$100.00.
6. Post "Cease and Desist" - \$100.00.

### **B. Ponds**

1. Pond excavation and grading activity of less than one acre (if permit required under Part 91) - \$200.00. Cash Bond - \$125.00.
2. Pond excavation and grading activity of over one acre - \$250.00 Cash Bond - \$125.00.
3. Post "Cease and Desist" - \$100.00.

### **C. Subdivisions, Mobile Home Parks, Multiple Housing, Shopping Centers, Schools, Commercial Sites, Wholesale and Retail Outlets, Restaurants, Offices, Factories, Service Stations, etc.**

1. Review/Submittal fee - \$200.00.
2. Cash Bond - \$1,500.00.
3. Re-submittal - \$50.00.
4. Site with ground disturbance:
  - a. Less than 5 acres - \$125.00/month (\$300.00 minimum).
  - b. 5 to 20 acres - \$150.00/month (\$375.00 minimum).
  - c. Over 20 acres - \$175.00/month (\$450.00 minimum).
5. Post "Cease and Desist" - \$100.00.

### **D. Underground Cable, Pipelines, Sewers, Drainage Ditches, Impoundment, Dredging, Excavations and Borrow Pits, Water Lines.**

1. \$200.00 plan review.
2. \$125.00 each plan revision and inspection.
3. \$100.00 each additional visit necessitated by violations of permit or fee requirements.
4. \$125.00 permit renewal.
5. \$1,000.00 cash bond
6. \$100.00 post "Cease and Desist".

### **E. Projects with descriptions not shown will be placed in one of the above fee schedule areas by the County Enforcing Agency.**

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**Environmental Health Division**  
788-4433

**Health Education**  
788-4655

**Personal & Preventative Health**  
788-4412



# Jackson County Health Department

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## SESC FEE COMPARISON

### Current Fees

### Proposed Fees

*Scenario: New residential home, six month completion time, one acre*

\$150 permit fee (includes 3 inspections)  
3 additional inspections @ \$75= \$225  
Total Fees: **\$375**

Plan review fee: \$50  
Permit fee: \$80  
6 inspections @ \$30= \$180  
Total Fees: **\$310**

*Scenario: Commercial project, eight months, seven acres*

\$200 review/submittal fee  
Additional fee of 8 months @ \$150= \$1200  
Total Fees: **\$1,400**

Plan review fee: \$75  
First acre fee \$150+6 acres @ \$50=\$450  
8 inspections @ \$60= \$480  
Total Fees: **\$1,005**

*Scenario: Commercial project, four months, two acres*

\$200 review/submittal fee  
Additional fee of 4 months @ \$125=\$500  
Total Fees: **\$700**

Plan review fee: \$50  
First acre fee \$150+1 acre @ \$50=\$200  
4 inspections @ \$60=\$240  
Total Fees: **\$490**

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## SOIL EROSION & SEDIMENTATION CONTROL PERMIT FEE SCHEDULE

### **PERMIT REQUIREMENTS:**

A land owner or developer who contracts for, allows or engages in an earth change in the County shall obtain a permit from the Soil Erosion Control Agent prior to commencement of an earth change which disturbs one or more acres of land or if the earth change is within 500 feet of a lake, stream, or County drain.

If construction or earth change is started without a permit or continues without a permit, the total fee will be doubled.

### **PLAN REVIEW FEE:**

At the time of application for a permit, a non-refundable fee shall be charged for plan review.

Less than 1 acre	\$25.00
1 to 5 acres	\$50.00
6 acres or more	\$75.00

Additionally, fees for permits and inspections will be charged according to the following schedule:

### **PERMIT:**

1. Residential – Single or Duplex
  - a. New Home \$80.00 Cash Bond: \$300
  - b. Building addition, improvement, pole building, garage, septic system\*, sea walls, or driveway. \$40.00 Cash Bond: \$150

\*Plan review fee and bond is waived for replacement septic systems

2. Site Development:

Up to 1 acre	\$150.00	Cash Bond: \$1,500
Each additional acre or fraction thereof	\$50.00	

Plat developments, mobile home parks, multiple housing units/ apartments, commercial, industrial, cut & fill operations, contiguous family homes erected at the same time, by the same owner, developer and contractor.

3. Utilities:

Up to 1 mile	\$100.00	Cash Bond: \$1,500
Each additional mile or fraction	\$50.00	

Including, but not limited to, underground cables, conduit, or pipelines.

4. Gravel/Sand Mining: (Annual Permits)

	\$200.00 (1-5 acres)
	\$400.00 (6-15 acres)
	\$600.00 (16+ acres)

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Health Education  
788-4655

Personal & Preventative Health  
788-4412

5. Any projects with descriptions not shown above will be placed into one of the fee schedule areas by the County Enforcing Agency.

**INSPECTION FEE:**

- |    |   |                 |         |
|----|---|-----------------|---------|
| 1. | Number of inspections determined at one inspection per month until permanent ground cover is established. | Residential     | \$30.00 |
|    |   | Non-Residential | \$60.00 |

Additional inspections may be required by the Soil Erosion Control Agent because of conditions that might occur through non-compliance on the part of the permit holder or the permit holder may request additional inspections.

- |    |  |  |         |
|----|--|--|---------|
| 2. | Site Evaluation/Consultation                               |  |         |
|    | a. A single family residential home or accessory structure |  | \$35.00 |
|    | b. All other projects (including 2+ homes)                 |  | \$75.00 |

**Notes to Applicant:**

The applicant (person signing the application) is legally responsible for the final ground cover. If the property is sold the legal responsibility remains with the applicant unless the buyer signs a written agreement to take over all responsibility for installing the required final ground cover. A copy of that signed agreement must be transmitted to the Soil Erosion Control Agent before the permit expires.

All sites where over 5 acres of ground area are disturbed with direct discharge to waters of the state must have a licensed stormwater operator and are required to obtain a Notice of Coverage under the National Pollution Discharge Elimination System (NPDES). A copy of the NPDES acknowledgement letter must be provided to this office within ten (10) business days of issuance of coverage.

If you have any questions, contact our office at 517-788-4433



## Jackson County ADMINISTRATOR/CONTROLLER

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Randall W. Treacher, Administrator/Controller

June 2, 2008

Jackson County Board of Commissioners,

As you know, I accepted a position on the newly reorganized Jackson County Road Commission with the understanding that I would resign after they were up and running smoothly. I have been honored to have been able to serve on the Commission and am pleased to inform you that the Road Commission is now functioning as anticipated when the reorganization was approved.

Therefore, as of June 30, 2008, I am resigning from the Road Commission. An appointment to replace me will be recommended at the June 9, 2008 County Affairs meeting, with the appointment being made at the June 17, 2008 regular Board of Commissioners meeting.

Thank you for your support and for allowing me the opportunity to serve on this Commission.

Sincerely,

*Randall W. Treacher*

Randall W. Treacher  
Administrator/Controller

**Resolution (06-08.16) Opt-Out Tax Exempt Resolution**  
**Village of Brooklyn DDA**

**WHEREAS**, Village of Brooklyn desires to establish a DDA (Downtown Development Authority) of the Village of Brooklyn; and,

**WHEREAS**, Jackson County has reviewed the proposed establishment of the DDA of the Village of Brooklyn; and

**WHEREAS**, the proposed establishment of the DDA of the Village of Brooklyn may or will prevent the County from levying and collecting ad valorem property taxes or that said taxes will be subject to capture by the Village of Brooklyn DDA; and

**WHEREAS**, the County of Jackson desires to be exempt from capture of said taxes otherwise subject to levy; and

**WHEREAS**, Jackson County further does not desire to surrender to or to allow the DDA of the Village of Brooklyn to capture the ad valorem tax revenues otherwise payable to the County of Jackson and that said loss could amount to a substantial loss to the County.

**NOW, THEREFORE, BE IT RESOLVED** that Jackson County does and hereby exempts its current and any future levy of ad valorem property taxes on the land - in the proposed establishment of a DDA of the Village of Brooklyn.

**BE IT FURTHER RESOLVED** that Jackson County declines and otherwise opts out of the proposed establishment of a DDA of the Village of Brooklyn but encourages discussions concerning the formulation and execution of an inter-local agreement with the Village of Brooklyn with respect to the proposed establishment of a DDA.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be served upon the Clerk of Village of Brooklyn effective June 17, 2008.

Said Resolution was offered at a special meeting of the Jackson County Board of Commissioners held at the Jackson County Tower Building on the 17th day of June, 2008.

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James E. Shotwell, Jr., Chairman  
Jackson County Board of Commissioners  
June 17, 2008

**Resolution (06-08.15) Opt-Out Tax Exempt Resolution**  
**Grass Lake Charter Township LDFA**

**WHEREAS**, Charter Township of Grass Lake desires to establish an LDFA (Local Development Finance Authority) of the Charter Township of Grass Lake; and,

**WHEREAS**, Jackson County has reviewed the proposed establishment of the LDFA of the Charter Township of Grass Lake; and

**WHEREAS**, the proposed establishment of the LDFA of the Charter Township of Grass Lake may or will prevent the County from levying and collecting ad valorem property taxes or that said taxes will be subject to capture by the Grass Lake Charter Township LDFA; and

**WHEREAS**, the County of Jackson desires to be exempt from capture of said taxes otherwise subject to levy; and

**WHEREAS**, Jackson County further does not desire to surrender to or to allow the LDFA of the Charter Township of Grass Lake to capture the ad valorem tax revenues otherwise payable to the County of Jackson and that said loss could amount to a substantial loss to the County.

**NOW, THEREFORE, BE IT RESOLVED** that Jackson County does and hereby exempts its current and any future levy of ad valorem property taxes on the land - in the proposed establishment of an LDFA of the Charter Township of Grass Lake.

**BE IT FURTHER RESOLVED** that Jackson County declines and otherwise opts out of the proposed establishment of an LDFA of the Charter Township of Grass Lake but encourages discussions concerning the formulation and execution of an inter-local agreement with Grass Lake Charter Township with respect to the proposed establishment of an LDFA.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be served upon the Clerk of Grass Lake Charter Township effective June 17, 2008.

Said Resolution was offered at a special meeting of the Jackson County Board of Commissioners held at the Jackson County Tower Building on the 17th day of June, 2008.

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James E. Shotwell, Jr., Chairman  
Jackson County Board of Commissioners  
June 17, 2008