

**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**

**Sandra Crowley, 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, Acting Administrator/Controller,**  
**Human Resources Director**  
**Charles Adkins, Circuit Court Administrator**  
**Andy Crisenbery, Friend of the Court**  
**Gerard Cyrocki, Finance Officer**  
**Mike Dillon, District Court Administrator**  
**Connie Frey, IT Director**  
**Sally Griffis, Fair Manager**  
**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**  
**Marcia Smith-Murphy, County Guardian**  
**Kristy Smith, Department on Aging Director**  
**Dave Welihan, Veterans Affairs Officer**  
**Ted Westmeier, Health Officer**

## **County Commission Agenda** **June 19, 2007**

### **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 19, 2007  
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** – *Commissioner Mike Brown*
3. **PLEDGE OF ALLEGIANCE** – *Chairman Steve Shotwell*
4. **ROLL CALL** – *County Clerk Sandy Crowley*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS**
  - roll call* A. Resolution (06-07.19) Honoring the Honorable Charles Falahee, Jr. Upon His Retirement  
  
Attachments:  
\*Resolution (06-07.19)
  - roll call* B. Resolution (06-07.23) Honoring Marcia Smith-Murphy Upon Her Retirement  
  
Attachments:  
\*Resolution (06-07.23)
  - C. Jackson District Library Expansion Plan Update - Ishwar Laxminarayan from the Jackson District Library will present the update.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS**
  - 7:20 p.m.* A. **Use of Justice Assistance Grant Funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) through the United States Department of Justice**  
  
Attachments:  
\*JAG Grant Program  
\*Memorandum of Understanding
9. **PUBLIC COMMENTS**

10. **SPECIAL MEETINGS OF STANDING COMMITTEES**

A. County Affairs

1. Grant with MDOT for Runway 14-32 Phase One

Attachments:

\*Memorandum from Airport Manager dated 6-11-07 with attachments

2. Mead and Hunt Construction Administration Contract

Attachments:

\*Memorandum from Airport Manager dated 6-11-07 with attachments

3. Resolution (06-07.21) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2007-0615 (Federal Project #B-26-0051-1707), for Extension of Runway 14-32 (Phase I) Part 405 Survey; FAA Reimbursable Agreement as Further Defined in (Contract No. 38-01-C69) at the Jackson County Airport

Attachments:

\*Resolution (06-07.21)

11. **MINUTES**

A. Minutes of the 5/15/07 Regular Meeting of the Jackson County Board of Commissioners

Attachments:

\*5/15/07 Regular Meeting minutes

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

A. **County Affairs** - None.

1. Jackson County 2007 Millage Rates

Attachments:

\*Memorandum from Equalization Director dated 5/31/07 with attachments

**B. County Agencies**

2. Use of Justice Assistance Grant Funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) through the United States Department of Justice

Attachments:

\*JAG Grant Program

\*Memorandum of Understanding

3. Felony Court Appointed Attorneys

Attachments:

\*Email from Chief Judge Schmucker dated 6/1/07 with attachments

**C. Human Services**

4. Approval of Accreditation Plan of Organization

Attachments:

\*Accreditation Plan with attachments

5. Fiscal Year 2008 Annual Implementation Plan for Older American Act Funded Services

Attachments:

\*Copy was emailed to the Board and a copy is on file in the Administrator/Controller's Office

6. Deletion of Two Full-Time Sanitarian Positions in the Health Department

Attachments: None.

**D. Personnel & Finance**

7. Resolution (06-07.22) to Allow the Jackson County Land Bank Authority to Purchase Two Foreclosed Properties from the County of Jackson

Attachments:

\*Resolution (06-07.22)

8. Friend of the Court Request for Reorganization Under FOC Strategic Plan to Create and Abolish Positions

Attachments:

\*Memorandum from Friend of the Court

9. Resolution (06-07.20) Authorizing Intergovernmental Transfer for Indigent Care Agreement for Jackson County

Attachments:

\*Resolution (06-07.20)

10. Recommendation for Bid Award for Vehicle Maintenance Building at Chanter Road

Attachments:

\*Letter from Roberts and Associates dated 6/1/07

\*Bid Tabulation dated 5/31/07

11. Part-Time 4-H Program Assistant Position

Attachments:

\*Email from MSU dated 6/4/07

\*Memorandum of Understanding

12. Budget Adjustments

- a. Treasurer's Office
- b. Health Department
- c. Friend of the Court

Attachments:

\*Memorandum from Finance Officer

\*Summary Report and Memo from Health Officer dated 5/23/07

\*Email regarding Bench Warrant Fund Monies dated 6/4/07

#### **E. Claims**

13. Claims dated 5/1/07-5/31/07 as presented to and approved by the Standing Committees

Attachments: None.

### **13. STANDING COMMITTEES**

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

1. Appointment to the County Building Authority, one public member, term to 6/2010
2. Appointment to the Jackson Transportation Authority, one public member, term to 3/1/2008
3. Brownfield Redevelopment Authority, three public members, terms to 3/2010

Attachments:

\*June 2007 Commissioner Board Appointments

4. Grant with MDOT for Runway 14-32 Phase One

Attachments:

\*Memorandum from Airport Manager dated 6-11-07 with attachments

5.. Mead and Hunt Construction Administration Contract

Attachments:

\*Memorandum from Airport Manager dated 6-11-07 with attachments

*roll call*

6 Resolution (06-07.21) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2007-0615 (Federal Project #B-26-0051-1707), for Extension of Runway 14-32 (Phase I) Part 405 Survey; FAA Reimbursable Agreement as Further Defined in (Contract No. 38-01-C69) at the Jackson County Airport

Attachments:

\*Resolution (06-07.21)

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

None.

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

None.

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

None.

14. **UNFINISHED BUSINESS**

15. **NEW BUSINESS**

16. **PUBLIC COMMENTS**

17. **COMMISSIONER COMMENTS**

18. **CLOSED SESSION – None.**

19. **ADJOURNMENT**

**RESOLUTION (06-07.19)**  
**HONORING THE HONORABLE CHARLES FALAHEE, JR.**  
**UPON HIS RETIREMENT**

**WHEREAS**, the Honorable Charles Falahee, Jr. was appointed Judge of the 12<sup>th</sup> Judicial District Court by Governor James Blanchard and was sworn into office on April 25, 1988; and

**WHEREAS**, the Honorable Charles Falahee, Jr. was elected Judge of the 12<sup>th</sup> District Court in 1990 and was re- elected to serve two additional terms as Judge of the 12<sup>th</sup> Judicial District Court; and

**WHEREAS**, the Honorable Charles Falahee, Jr. has served the people of Jackson County as a dedicated district court judge for 19 years; and

**WHEREAS**, the Honorable Charles Falahee, Jr. was appointed by the Michigan Supreme Court to serve in the leadership position of Chief Judge of the 12<sup>th</sup> Judicial District Court for a period 14 years from 1991 through 2005; and

**WHEREAS**, several courts in the State of Michigan rely on the 12<sup>th</sup> District Court for guidance and direction, the Honorable Charles Falahee, Jr., during his tenure as chief judge, was responsible for making the 12<sup>th</sup> District Court a model district court in the State of Michigan; and

**WHEREAS**, through the leadership of the Honorable Charles Falahee, Jr. , the Court responded with innovative ways to confront the many challenges posed to the court over the years; such as the implementation of a nationally recognized collection program, the implementation of automated courtrooms, the implementation of a judicial education program for Jackson area schools, the implementation of a Domestic Violence Court, the implementation of two-way interactive video court proceedings; the implementation of Internet technologies ,and the implementation of expanded court hours to better serve the public; and

**WHEREAS**, the Honorable Charles Falahee, Jr. was known for his democratic leadership style and his ability to forge positive relationships with intergovernmental agencies; and

**WHEREAS**, the Honorable Charles Falahee, Jr. was known by employees as genuine and unassuming, for his amicable disposition and for creating a positive work atmosphere; and

**WHEREAS**, during his tenure as district court judge, the Honorable Charles Falahee, Jr. touched the lives of many people, including plaintiffs, defendants, attorneys, district court staff, colleagues, jurors, law enforcement officers, victims, witnesses and members of the public; and

**WHEREAS**, the Honorable Charles Falahee, Jr. has demonstrated the highest degree of professionalism, a steadfast commitment to the promotion of justice, and unwavering loyalty to the 12th District Court, the employees of the 12<sup>th</sup> District Court and the people of Jackson County;

**NOW, THEREFORE, BE IT RESOLVED** that the Jackson County Board of Commissioners extends to the Honorable Charles Falahee, Jr. their appreciation for his dedication and for his 19 years of service to Jackson County and its citizens.

---

James E. Shotwell, Jr., Chairman  
June 19, 2007

***RESOLUTION (06-07.23)***  
***HONORING MARCIA SMITH-MURPHY***  
***UPON HER RETIREMENT***

***WHEREAS***, Marcia Smith-Murphy was hired as an employee of Jackson County on December 30, 1974 as a Clerk-Typist for the Jackson County Guardian. She was promoted to Account Clerk II on May 31, 1975 and Deputy County Guardian on December 17, 1979. Marcia was appointed as the County Guardian on February 1, 1990; and

***WHEREAS***, Marcia completed her tenure with Jackson County in the capacity of County Guardian; and

***WHEREAS***, Marcia was awarded the Department Head of the Year by her peers; and

***WHEREAS***, throughout her 32 years of employment with Jackson County, she has always been a self-motivated, highly respected, dedicated employee, and humanitarian; and

***WHEREAS***, Marcia has been the “family” to hundreds of Jackson County residents sometimes being the only person that may visit them for months or years; and

***WHEREAS***, during her tenure with the County, Marcia has gained the respect of her clients, peers, and supervisors; and

***WHEREAS***, Marcia has earned the heartfelt thanks of the Jackson community for her unselfish devotion to her clients; and

***WHEREAS***, Marcia Smith-Murphy retired from her position with Jackson County effective May 31, 2007.

***NOW, THEREFORE, BE IT RESOLVED*** that the Jackson County Board of Commissioners extends to Marcia Smith-Murphy its appreciation for her dedication and for her many years of service to Jackson County and its citizens.

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James E. Shotwell, Jr., Chairman  
Jackson County Board of Commissioners  
June 19, 2007





**BJA FY 07 Edward Byrne Memorial Justice Assistance  
Grant (JAG) Program** 2007-F3000-MI-DJ


[Application](#)
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Information](#)
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|   |                                       |   |
|---|---------------------------------------|---|
| <b>APPLICATION FOR<br/>FEDERAL ASSISTANCE</b>   | <b>2. DATE SUBMITTED</b>              | <b>Applicant Identifier</b>   |
| 1. TYPE OF SUBMISSION<br><br>Application Non-Construction   | 3. DATE RECEIVED BY<br>STATE          | State Application Identifier  |
|   | 4. DATE RECEIVED BY<br>FEDERAL AGENCY | Federal Identifier  |
| <b>5. APPLICANT INFORMATION</b>   |                                       |   |
| Legal Name<br><br>City of Jackson   |                                       | Organizational Unit<br><br>Jackson Police Department  |
| Address<br><br>216 E Washington Ave<br>Jackson, Michigan<br>49201-2366  |                                       | Name and telephone<br>number of the person to<br>be contacted on matters<br>involving this application<br><br>Jenks, Robert<br>(517) 768-8734 |
| 6. EMPLOYER IDENTIFICATION NUMBER (EIN)<br><br>38-6004702   |                                       | 7. TYPE OF APPLICANT<br><br>Municipal   |
| 8. TYPE OF APPLICATION<br><br>New   |                                       | 9. NAME OF FEDERAL<br>AGENCY<br><br>Bureau of Justice Assistance  |
| 10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE<br><br>NUMBER: 16.738<br>CFDA EDWARD BYRNE MEMORIAL JUSTICE<br>TITLE: ASSISTANCE GRANT PROGRAM |                                       | 11. DESCRIPTIVE TITLE OF<br>APPLICANT'S PROJECT<br><br>Replacement of obsolete<br>portable radios.  |
| 12. AREAS AFFECTED BY PROJECT<br><br>City of Jackson, Michigan Jackson County, Michigan   |                                       |   |
| 13. PROPOSED PROJECT<br>Start Date: October 01, 2007<br>End Date: September 30, 2011  |                                       | 14. CONGRESSIONAL<br>DISTRICTS OF<br><br>a. Applicant<br>b. Project MI07  |
| 15. ESTIMATED FUNDING<br><br>Federal \$32,734<br><br>Applicant \$0<br><br>State \$0   |                                       | 16. IS APPLICATION<br>SUBJECT TO REVIEW BY<br>STATE EXECUTIVE ORDER<br>12372 PROCESS?<br><br>Program has not been                             |
|   |                                       |   |
|   |                                       |   |

|   |          |   |
|---|----------|---|
| Local   | \$0      | selected by state for review  |
| Other   | \$0      |   |
| Program Income  | \$0      | <b>17. IS THE APPLICANT<br/>DELINQUENT ON ANY<br/>FEDERAL DEBT?</b> |
| TOTAL   | \$32,734 |   |
| N   |          |   |
| <b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION<br/>PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY<br/>AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL<br/>COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.</b> |          |   |

Continue

## Replacement of Obsolete Portable Radios

### Program Narrative

The Jackson Police Department purchased the current Ericsson M-PA portable radios in 1997. These radios have since been discontinued, and parts are no longer being manufactured. Used radios can occasionally be found on the internet or through various radio repair vendors, but a reliable source for replacement radios does not exist.

Service parts for this radio are no longer being produced. Stockrooms currently supply parts to repair the radios, but parts will not be available when current supplies are depleted. It is not possible to predict how long supplies will last.

As outlined in the Memorandum of Understanding between the City of Jackson and Jackson County, the City will use all Justice Assistance Grant funds (\$32,734) toward the purchase of new Jackson Police Department portable radios.

With the assistance of this grant, officers will have reliable and repairable radios.

## Replacement of Obsolete Portable Radios

### Budget Narrative

As outlined in the Memorandum of Understanding between the City of Jackson and Jackson County, the City will use all allocated JAG funds (\$32,734) toward the purchase of Jackson Police Department portable radios.

50 Motorola 750 Portable Radios @ \$590.63 each = \$29,531.50

4 Spare Batteries @ \$52.03 each = \$208.12

9 6 unit battery chargers @ \$562.50 each = \$5,062.50

Total expected cost: \$34,802.12

**BJA FY 07 Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2007-F3000-MI-DJ**

**The State of Michigan  
County of Jackson**

**Known By All These Present**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON,  
MICHIGAN AND THE COUNTY OF JACKSON, MICHIGAN**

**2007 Byrne Justice Assistance Grant (JAG) Program Award**

This agreement is made and entered into this 30 day of MAY, 2007 by and between the COUNTY of Jackson, acting by and through its Administrator, Randall W. Treacher, hereinafter referred to as COUNTY and the CITY of Jackson, acting by and through its City Manager, William Ross, hereinafter referred to as CITY, both of Jackson County, State of Michigan, witnesseth:

**WHEREAS**, the City of Jackson and Jackson County have been notified of their joint eligibility to receive \$32,734.00 in Justice Assistance Grant funds through the Edward Byrne Memorial Justice Assistance Grant Program.

**WHEREAS**, Jackson County is ineligible for direct JAG funding, JAG guidelines require that the City apply for the funding and establish a joint Memorandum of Understanding regarding use of 2007 JAG funds.

**WHEREAS**, Jackson County has made substantial upgrades to the county-wide 911 emergency dispatch system, of which the City of Jackson is a participant, but that replacement of City of Jackson Police Department portable radios that operate on thirty-year old technology remains one of the highest priorities.


**WHEREAS**, Jackson County has applied for State of Michigan Region 1 Homeland Security funding for police and fire portable radio replacement throughout Jackson County, but that the final allocation may be insufficient as to purchase all the radios required.

**NOW, THEREFORE, the CITY and COUNTY agree as follows:**

CITY will apply for and serve as the fiscal agent for the 2007 Byrne Justice Assistance Grant award of \$32,734.00. Further, the CITY will use said funds toward the purchase of Jackson Police Department portable radios, thereby defraying reliance on Homeland Security funding for this purpose.

CITY of Jackson, Michigan

COUNTY of Jackson, Michigan

  
William R. Ross, City Manager

  
Randall W. Treacher, County Administrator



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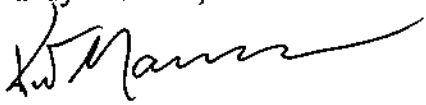
## Jackson County Airport

3606 Wildwood Avenue  
(517) 788-4225

Jackson, Michigan 49202  
FAX (517) 788-4682

June 11, 2007

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

FROM: Kent Maurer, Airport Manager 

RE: **AGENDA ITEM:** Grant with MDOT for Runway 14-32 Phase One  
Construction; 405 Survey; and FAA Reimbursable Agreement

I am submitting for your approval an MDOT Sponsor Contract #2007-0615 for Federal Project # B-26-00511707 in the amount of \$1,381,868 (Federal \$1,055,094; State \$230,801; County \$32,973). This grant is for Phase One construction of Runway 14-32; costs associated with a Part 405 Survey (surveys for new runway approaches); and, an FAA Reimbursable Agreement (installation of new runway approach equipment).

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

Please feel free to contact me with any questions.

**RESOLUTION # \_\_\_\_\_**  
**AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS**  
**CHAIR, James E. Shotwell, Jr. TO SIGN MDOT CONTRACT**  
**#2007-0615 (FEDERAL PROJECT #B-26-0051-1707),**

**For EXTENSION OF RUNWAY 14-32 (PHASE I); PART 405 SURVEY; FAA**  
**REIMBURSABLE AGREEMENT AS FURTHER DEFINED 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 one construction of Runway 14-32; a Part 405 Survey and a reimbursable agreement with the FAA; and**

**WHEREAS, the grant funds in the amount of \$1,381,868.00 (Federal \$1,055,094.00; State \$230,801.00 and County \$32,973.00) 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 \_\_\_\_\_ AUTHORIZING THE COUNTY BOARD OF**  
**COMMISSIONERS CHAIR,**  
**James E. Shotwell, Jr. TO SIGN MDOT CONTRACT**  
**#2007-0615 (FEDERAL PROJECT # B-26-0051-1707),**

---

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



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

KIRK T. STEUDLE  
DIRECTOR

June 8, 2007

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-26-0051-1707  
MDOT Contract No. 2007-0615

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 July 12, 2007.** 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 7-3-07



**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 June 4, 2007, attached hereto and made a part hereof.

**PROJECT DESCRIPTION: EXTENSION OF RUNWAY 14/32 (PHASE 1); PART 405 SURVEY; AND FEDERAL AVIATION ADMINISTRATION (FAA) REIMBURSABLE AGREEMENT, AS FURTHER DEFINED IN CONTRACT NO. FA 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-26-0051-1707, award year 2007, Federal Aviation Administration, Department of Transportation.
- c. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
  - d. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
  - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from the DEPARTMENT or SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the DEPARTMENT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

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

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

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

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

In addition, the SPONSOR agrees to accomplish the project in compliance with the FAA "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on October 19, 2007.

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 .....                 | \$1,055,094.00 |
| Maximum DEPARTMENT Share .....      | \$230,801.00   |
| SPONSOR Share .....                 | \$32,973.00    |
| <i>Estimated PROJECT COST</i> ..... | \$1,381,868.00 |

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 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-26-0051-1707  
Contract No. FM 38-01-C69

June 4, 2007

|                                  | Federal            | State            | Local           | Total              |
|----------------------------------|--------------------|------------------|-----------------|--------------------|
| ADMINISTRATION                   | \$1,600            | \$350            | \$50            | \$2,000            |
| DEPARTMENT-AERO                  | \$1,600            | \$350            | \$50            | \$2,000            |
| LAND                             | \$0                | \$0              | \$0             | \$0                |
| DESIGN                           | \$0                | \$0              | \$0             | \$0                |
| CONSTRUCTION                     | \$1,005,494        | \$219,951        | \$31,423        | \$1,256,868        |
| Runway 14/32 extension - phase I | \$771,494          | \$168,764        | \$24,110        | \$964,368          |
| Part 405 Survey                  | \$44,800           | \$9,800          | \$1,400         | \$56,000           |
| FAA Reimbursable Agreement       | \$69,600           | \$15,225         | \$2,175         | \$87,000           |
| AERO-Construction                | \$7,600            | \$1,662          | \$238           | \$9,500            |
| CONSULTANT-Construction          | \$112,000          | \$24,500         | \$3,500         | \$140,000          |
| CONTINGENCIES                    | \$48,000           | \$10,500         | \$1,500         | \$60,000           |
| Funding Contingencies            | \$48,000           | \$10,500         | \$1,500         | \$60,000           |
| <b>TOTAL PROJECT BUDGET</b>      | <b>\$1,055,094</b> | <b>\$230,801</b> | <b>\$32,973</b> | <b>\$1,318,868</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-26-0051-1707

## **APPENDIX F**

### **SPECIAL CONDITIONS**

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

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

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

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

6. PAVEMENT MAINTENANCE MANAGEMENT PROGRAM (PGL 95-2). For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance program as is required by 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. 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>   |                |  |
| <b>FOR MDOT USE ONLY</b>  |                                |                              |   |                   |                                   |  |   |                |  |

**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.



# J X N

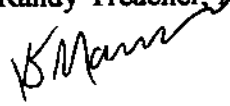
## Jackson County Airport

3606 Wildwood Avenue  
(517) 788-4225

Jackson, Michigan 49202  
FAX (517) 788-4682

June 11, 2007

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

FROM: Kent Maurer, Airport Manager 

RE: Mead and Hunt Construction Administration Contract

I am submitting a contract with Mead and Hunt for “construction administration for extended 14-32 phase one” for your approval. The total amount of the contract is \$164,270 and will be funded through the MDOT-Aeronautics Federal-State-Local program in a forthcoming sponsor-contract.

I recommend approval.

# MEAD HUNT

*Designing the future*

May 16, 2007

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

Subject: Jackson County Airport  
Jackson, Michigan  
Construction Administration  
Extend Runway 14/32, Phase 1

Dear Mr. Maurer:

Enclosed are three copies of amendment # 3 for the above-mentioned project. We are sending a copy of this agreement to the MDOT – Airports Division (AERO) for their review.

Once you have received approval from AERO, please sign all three copies, 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

rje/jc

# **Amendment #3**

**Between**

**MEAD & HUNT, INC.**

**and**

**JACKSON COUNTY**

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**Construction Administration for Extend Runway 14-32  
Phase I**

**At the  
Jackson County Airport  
Jackson, Michigan**

**Mead & Hunt Project No.: 10117-00-0700\_**

Original Agreement Dated: November 21, 2005

Original Description: Design, Preliminary Engineering Services for Runway 14/32 and Taxiway D- Rehab  
& Extend

### **Purpose of Amendment**

The purpose of this amendment is to establish a scope of services and fee for the construction administration services associated the construction of runway 14-32 extension phase I at the Jackson County Airport. The original agreement did not include a fee for this construction administration service project.

### **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. This project involves placing fill and drainage for the runway 14/32 extension phase I. This project will be constructed in accordance with the plans signed by the CONSULTANT on March 27, 2007.

### **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 One Hundred Sixty Four Thousand Two Hundred Seventy and 00/100 (\$164,270.00) 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:

GO 886

**MEAD & HUNT, INC.**

By: Perry Engel

Title: Vice President

Date: 5/15/07



# CONSTRUCTION ADMINISTRATION SERVICES - Attachment A

## SUMMARY SHEET

Airport: Jackson County Airport

Project Description: Extend Runway 10-28 Phase I Construction

M & H Project No.:10117-0700\_

\_91\_ Calendar days in contract

| COST BY ELEMENT   |              |
|---|--------------|
| ELEMENT 1.21 - PRECONSTRUCTION CONFERENCE                         | \$2,611.20   |
| ELEMENT 1.22 - GENERAL INFORMATION AND COORDINATION               | \$5,090.46   |
| ELEMENT 1.23 - ENGINEERING SURVEY AND LAYOUT AS MAY BE APPLICABLE | \$19,318.66  |
| ELEMENT 1.24 - MATERIAL TESTING AND SHOP DRAWINGS                 | \$1,156.84   |
| ELEMENT 1.25 - FIELD TESTING AND GRADE INSPECTIONS                | \$107,086.14 |
| ELEMENT 1.26 - PAY ESTIMATES AND CHANGE ORDERS                    | \$5,749.80   |
| ELEMENT 1.27 - WEEKLY REPORTS                                     | \$0.00       |
| ELEMENT 1.28 FINAL INSPECTION/FINAL REPORT                        | \$3,708.84   |
| ELEMENT 1.29 - FINAL QUANTITIES - AS CONSTRUCTED PLANS AND ALP    | \$3,048.06   |
| M&H PROJECT COSTS*  | \$147,770.00 |

\*excludes sub consultants

| COST BREAKDOWN          |              |
|-------------------------|--------------|
| LABOR COST              | \$47,296.00  |
| OVERHEAD COST @ 1.7     | \$80,403.20  |
| DIRECT COSTS            | \$5,435.00   |
| PROFIT @ 11%            | \$14,635.80  |
| SUB TOTAL               | \$147,770.00 |
| SUB CONSULTANTS- Somat  | \$16,500.00  |
| TOTAL COST THIS PROJECT | \$164,270.00 |

# CONSTRUCTION ADMINISTRATION SERVICES - Attachment A

Airport: Jackson County Airport

Project Description: Extend Runway 10-28 Phase I Construction

M & H Project No.:10117-0700\_

| Employee Classification | PROJECT<br>MANAGER | PROJECT<br>ENGINEER | ENGINEER<br>I | ENG TECH<br>III | SURVEY<br>TECH | CADD<br>TECH | ADMIN<br>ASSISTANT | AVIATION<br>PLANNER |
|-------------------------|--------------------|---------------------|---------------|-----------------|----------------|--------------|--------------------|---------------------|
| Hourly Rate             | 46                 | 38                  | 32            | 28              | 19             | 19           | 18                 | 38                  |

|   |            |    |   |   |   |   |   |   |
|---|------------|----|---|---|---|---|---|---|
| ELEMENT 1.21 - PRECONSTRUCTION CONFERENCE |            |    |   |   |   |   |   |   |
| Pre con meeting                           | 2          | 12 | 8 |   |   |   | 2 |   |
| TOTAL HOURS                               | 2          | 12 | 8 |   |   |   |   |   |
| No. of trips at 95 miles/trip             |            |    | 1 | 0 | 0 | 0 | 2 | 0 |
| Meals (days)                              |            | 1  | 1 |   |   |   |   |   |
| Nights Lodging                            |            |    |   |   |   |   |   |   |
| Total labor and overhead this element     | \$2,268.00 |    |   |   |   |   |   |   |
| Mileage this element (\$.50/mile)         | \$47.50    |    |   |   |   |   |   |   |
| Meals this element (\$30/Trip)            | \$0.00     |    |   |   |   |   |   |   |
| Meals this element (\$10/trip)            | \$20.00    |    |   |   |   |   |   |   |
| Lodging (\$75/night)                      | \$0.00     |    |   |   |   |   |   |   |
| Materials                                 | \$25.00    |    |   |   |   |   |   |   |
| MH Plane                                  | \$0.00     |    |   |   |   |   |   |   |
| Profit this element                       | \$250.70   |    |   |   |   |   |   |   |
| TOTAL COST THIS ELEMENT                   | \$2,611.20 |    |   |   |   |   |   |   |

|   |            |    |    |   |   |   |   |   |
|---|------------|----|----|---|---|---|---|---|
| ELEMENT 1.22 - GENERAL INFORMATION AND COORDINATION |            |    |    |   |   |   |   |   |
| Coordination with Contractor                        | 4          | 16 |    |   |   |   | 2 |   |
| Construction Management Report                      |            |    | 12 |   |   |   | 4 |   |
| Coordination with Sponsor                           | 2          | 8  |    |   |   |   |   |   |
| TOTAL HOURS   | 6          | 24 | 12 | 0 | 0 | 0 | 6 | 0 |
| No. of trips at 95 miles/trip                       |            |    |    |   |   |   |   |   |
| Meals (days)  |            |    |    |   |   |   |   |   |
| Nights Lodging                                      |            |    |    |   |   |   |   |   |
| Total labor and overhead this element               | \$4,536.00 |    |    |   |   |   |   |   |
| Mileage this element (\$.50/mile)                   | \$0.00     |    |    |   |   |   |   |   |
| Meals this element (\$30/Trip)                      | \$0.00     |    |    |   |   |   |   |   |
| Meals this element (\$10/trip)                      | \$0.00     |    |    |   |   |   |   |   |
| Lodging (\$75/night)                                | \$0.00     |    |    |   |   |   |   |   |
| Phone   |            |    |    |   |   |   |   |   |
| Materials   | \$50.00    |    |    |   |   |   |   |   |
| Profit this element                                 | \$504.46   |    |    |   |   |   |   |   |
| TOTAL COST THIS ELEMENT                             | \$5,090.46 |    |    |   |   |   |   |   |

| Employee Classification  | PROJECT<br>MANAGER | PROJECT<br>ENGINEER | ENGINEER<br>I | ENG TECH<br>III | SURVEY<br>TECH | CADD<br>TECH | ADMIN<br>ASSISTANT | AVIATION<br>PLANNER |
|--|--------------------|---------------------|---------------|-----------------|----------------|--------------|--------------------|---------------------|
| <b>ELEMENT 1.23 - ENGINEERING SURVEY AND LAYOUT AS MAY BE APPLICABLE</b> |                    |                     |               |                 |                |              |                    |                     |
| Initial control and layout   | 2                  | 16                  | 40            |                 | 40             |              |                    |                     |
| Set Grades   | 2                  | 8                   | 60            |                 | 60             |              |                    |                     |
|  |                    |                     |               |                 |                |              |                    |                     |
| <b>TOTAL HOURS</b>   | <b>4</b>           | <b>24</b>           | <b>100</b>    | <b>0</b>        | <b>100</b>     | <b>0</b>     | <b>0</b>           | <b>0</b>            |
| No. of trips at 95 miles/trip  |                    |                     | 10            |                 |                |              |                    |                     |
| Meals (days)   |                    |                     | 10            |                 | 10             |              |                    |                     |
| Nights Lodging   |                    |                     |               |                 |                |              |                    |                     |
| Total labor and overhead this element                                    | \$16,729.20        |                     |               |                 |                |              |                    |                     |
| Mileage this element (\$.50/mile)  | \$475.00           |                     |               |                 |                |              |                    |                     |
| Meals this element (\$30/Trip)   | \$0.00             |                     |               |                 |                |              |                    |                     |
| Meals this element (\$10/trip)   | \$200.00           |                     |               |                 |                |              |                    |                     |
| Lodging (\$75/night)   | \$0.00             |                     |               |                 |                |              |                    |                     |
| Phone  |                    |                     |               |                 |                |              |                    |                     |
| Materials  | \$0.00             |                     |               |                 |                |              |                    |                     |
| Profit this element  | \$1,914.46         |                     |               |                 |                |              |                    |                     |
| <b>TOTAL COST THIS ELEMENT</b>   | <b>\$19,318.66</b> |                     |               |                 |                |              |                    |                     |
| <b>ELEMENT 1.24 - MATERIAL TESTING AND SHOP DRAWINGS</b>                 |                    |                     |               |                 |                |              |                    |                     |
| Shop Drawings, Catalog Cuts, and Certs                                   | 1                  | 8                   |               |                 |                |              | 2                  |                     |
| Mix Design Review(Asphalt and Conc)                                      |                    |                     |               |                 |                |              |                    |                     |
|  |                    |                     |               |                 |                |              |                    |                     |
|  |                    |                     |               |                 |                |              |                    |                     |
| <b>TOTAL HOURS</b>   | <b>1</b>           | <b>8</b>            | <b>0</b>      | <b>0</b>        | <b>0</b>       | <b>0</b>     | <b>2</b>           | <b>0</b>            |
| No. of trips at 95 miles/trip  |                    |                     |               |                 |                |              |                    |                     |
| Meals (days)   |                    |                     |               |                 |                |              |                    |                     |
| Nights Lodging   |                    |                     |               |                 |                |              |                    |                     |
| Total labor and overhead this element                                    | \$1,042.20         |                     |               |                 |                |              |                    |                     |
| Mileage this element (\$.50/mile)  | \$0.00             |                     |               |                 |                |              |                    |                     |
| Meals this element (\$30/Trip)   | \$0.00             |                     |               |                 |                |              |                    |                     |
| Meals this element (\$10/trip)   | \$0.00             |                     |               |                 |                |              |                    |                     |
| Lodging (\$75/night)   | \$0.00             |                     |               |                 |                |              |                    |                     |
| Phone  |                    |                     |               |                 |                |              |                    |                     |
| Materials  |                    |                     |               |                 |                |              |                    |                     |
| Profit this element  | \$114.64           |                     |               |                 |                |              |                    |                     |
| <b>TOTAL COST THIS ELEMENT</b>   | <b>\$1,156.84</b>  |                     |               |                 |                |              |                    |                     |

Airport: Jackson County Airport  
 Project Description: Extend Runway 10-28 Phase I Construction  
 M & H Project No.:10117-0700\_

| Employee Classification                                   | PROJECT<br>MANAGER  | PROJECT<br>ENGINEER | ENGINEER<br>I | ENG TECH<br>III | SURVEY<br>TECH | CADD<br>TECH | ADMIN<br>ASSISTANT | AVIATION<br>PLANNER |
|---|---------------------|---------------------|---------------|-----------------|----------------|--------------|--------------------|---------------------|
| <b>ELEMENT 1.25 - FIELD TESTING AND GRADE INSPECTIONS</b> |                     |                     |               |                 |                |              |                    |                     |
| General Construct inspection                              | 40                  | 60                  | 420           | 420             |                |              |                    |                     |
| Check Grades  |                     |                     | 80            | 80              |                |              |                    |                     |
| <b>TOTAL HOURS</b>  | <b>40</b>           | <b>60</b>           | <b>500</b>    | <b>500</b>      | <b>0</b>       | <b>0</b>     | <b>0</b>           | <b>0</b>            |
| No. of trips at 95 miles/trip                             |                     | 5                   | 55            |                 |                |              |                    |                     |
| Meals (days)  |                     | 5                   | 55            | 55              |                |              |                    |                     |
| Nights Lodging  |                     |                     |               |                 |                |              |                    |                     |
| Total labor and overhead this element                     | \$92,124.00         |                     |               |                 |                |              |                    |                     |
| Mileage this element (\$.50/mile)                         | \$2,850.00          |                     |               |                 |                |              |                    |                     |
| Meals this element (\$30/Trip)                            | \$0.00              |                     |               |                 |                |              |                    |                     |
| Meals this element (\$10/trip)                            | \$1,150.00          |                     |               |                 |                |              |                    |                     |
| Lodging (\$75/night)                                      | \$0.00              |                     |               |                 |                |              |                    |                     |
| Phone   | \$100.00            |                     |               |                 |                |              |                    |                     |
| Materials   | \$250.00            |                     |               |                 |                |              |                    |                     |
| Profit this element                                       | \$10,612.14         |                     |               |                 |                |              |                    |                     |
| <b>TOTAL COST THIS ELEMENT</b>                            | <b>\$107,086.14</b> |                     |               |                 |                |              |                    |                     |
| <b>ELEMENT 1.26 - PAY ESTIMATES AND CHANGE ORDERS</b>     |                     |                     |               |                 |                |              |                    |                     |
| Pay Estimates   |                     | 16                  |               |                 |                |              | 8                  |                     |
| Change Orders   | 2                   | 24                  |               |                 |                |              | 8                  |                     |
| <b>TOTAL HOURS</b>  | <b>2</b>            | <b>40</b>           | <b>0</b>      | <b>0</b>        | <b>0</b>       | <b>0</b>     | <b>16</b>          | <b>0</b>            |
| No. of trips at 95 miles/trip                             |                     |                     |               |                 |                |              |                    |                     |
| Meals (days)  |                     |                     |               |                 |                |              |                    |                     |
| Nights Lodging  |                     |                     |               |                 |                |              |                    |                     |
| Total labor and overhead this element                     | \$5,130.00          |                     |               |                 |                |              |                    |                     |
| Mileage this element (\$.50/mile)                         | \$0.00              |                     |               |                 |                |              |                    |                     |
| Meals this element (\$30/Trip)                            | \$0.00              |                     |               |                 |                |              |                    |                     |
| Meals this element (\$10/trip)                            | \$0.00              |                     |               |                 |                |              |                    |                     |
| Lodging (\$75/night)                                      | \$0.00              |                     |               |                 |                |              |                    |                     |
| Phone   |                     |                     |               |                 |                |              |                    |                     |
| Materials   | \$50.00             |                     |               |                 |                |              |                    |                     |
| Profit this element                                       | \$569.80            |                     |               |                 |                |              |                    |                     |
| <b>TOTAL COST THIS ELEMENT</b>                            | <b>\$5,749.80</b>   |                     |               |                 |                |              |                    |                     |

| Employee Classification   | PROJECT<br>MANAGER | PROJECT<br>ENGINEER | ENGINEER<br>I | ENG TECH<br>III | SURVEY<br>TECH | CADD<br>TECH | ADMIN<br>ASSISTANT | AVIATION<br>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                  | 10                  | 10            |                 |                |              | 2                  |                     |
| Final Report  |                    | 1                   | 8             |                 |                |              |                    |                     |
| TOTAL HOURS   | 2                  | 11                  | 18            | 0               | 0              | 0            | 4                  |                     |
| No. of trips at 95 miles/trip   |                    | 1                   |               |                 |                |              | 6                  | 0                   |
| Meals (days)  |                    | 1                   | 1             |                 |                |              |                    |                     |
| Nights Lodging  |                    |                     |               |                 |                |              |                    |                     |
| Total labor and overhead this element                                 | \$3,223.80         |                     |               |                 |                |              |                    |                     |
| Mileage this element (\$.50/mile)                                     | \$47.50            |                     |               |                 |                |              |                    |                     |
| Meals this element (\$30/Trip)  | \$0.00             |                     |               |                 |                |              |                    |                     |
| Meals this element (\$10/trip)  | \$20.00            |                     |               |                 |                |              |                    |                     |
| Lodging (\$75/night)  | \$0.00             |                     |               |                 |                |              |                    |                     |
| Materials   | \$50.00            |                     |               |                 |                |              |                    |                     |
| Profit this element   | \$367.54           |                     |               |                 |                |              |                    |                     |
| <b>TOTAL COST THIS ELEMENT</b>  | <b>\$3,708.84</b>  |                     |               |                 |                |              |                    |                     |
| <b>ELEMENT 1.29 - FINAL QUANTITIES - AS CONSTRUCTED PLANS AND ALP</b> |                    |                     |               |                 |                |              |                    |                     |
| Negotiate final Quantities  | 1                  | 2                   | 4             |                 |                |              |                    |                     |
| As-Constructed Plans  |                    | 4                   | 8             |                 |                | 16           | 1                  |                     |
| As Constructed ALP  |                    |                     |               |                 |                |              |                    |                     |
| TOTAL HOURS   | 1                  | 6                   | 12            | 0               | 0              | 16           | 1                  | 0                   |
| Total labor and overhead this element                                 | \$2,646.00         |                     |               |                 |                |              |                    |                     |
| Phone   |                    |                     |               |                 |                |              |                    |                     |
| Materials   | \$100.00           |                     |               |                 |                |              |                    |                     |
| Profit this element   | \$302.06           |                     |               |                 |                |              |                    |                     |
| <b>TOTAL COST THIS ELEMENT</b>  | <b>\$3,048.06</b>  |                     |               |                 |                |              |                    |                     |

**RESOLUTION (06-07.21)  
AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS  
CHAIR, James E. Shotwell, Jr. TO SIGN MDOT CONTRACT  
#2007-0615 (FEDERAL PROJECT #B-26-0051-1707),**

**For EXTENSION OF RUNWAY 14-32 (PHASE I); PART 405 SURVEY; FAA  
REIMBURSABLE AGREEMENT AS FURTHER DEFINED 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 one construction of Runway 14-32; a Part 405 Survey and a reimbursable agreement with the FAA; and**

**WHEREAS, the grant funds in the amount of \$1,381,868.00 (Federal \$1,055,094.00; State \$230,801.00 and County \$32,973.00) 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 (06-07.21) AUTHORIZING THE COUNTY BOARD OF  
COMMISSIONERS CHAIR,  
James E. Shotwell, Jr. TO SIGN MDOT CONTRACT  
#2007-0615 (FEDERAL PROJECT # B-26-0051-1707),**

---

**James E. Shotwell, Jr., Chairman  
Jackson County Board of Commissioners  
June 11, 2007**

**PROPOSED MINUTES**  
**JACKSON COUNTY BOARD OF COMMISSIONERS REGULAR MEETING**  
**Jackson County Commission Chambers**  
**Jackson, Michigan**  
**Tuesday, May 15, 2007, at 7:00 p.m.**

**1. CALL TO ORDER**

The meeting was called to order by Chairman, James E. Shotwell, Jr., at 7:00 p.m.

**2. INVOCATION** - Commissioner Shotwell

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL** - Sandra L. Crowley, County Clerk

Roll Call: (11) Present: Cmr. Herl, Lutchka, Brittain, Duckham, Poleski, Videto, Mahoney, Brown, Smith, Elwell & Shotwell. Way – 7:58 p.m.

**5. APPROVAL OF AGENDA**

*Moved by Videto, supported by Brown* to approve the Agenda as Published.

Vice-Chairman Herl requested that a Parks item be added to the Agenda under County Affairs, and an item be added under New Business for a Rives Resolution for the Sanitary Sewer System. He also requested that Item No. 15.A.11. - Policy #1160 - Donations - be sent back to the Policy Committee for more discussion. There being no other amendments to the Agenda, the Motion carried unanimously.

**6. AWARDS & RECOGNITIONS**

- A. Jim Guerriero, Parks Director, along with Kim Conant, provided a Presentation on the Jackson County Parks & Recreation Commission's 2007 Summer Concert Series at the Cascades Rotary Band Shell and the Falls Family Night Shows.

(The presentation ended at about 7:23 p.m.)

- B.** Commissioner Lutchka introduced Kim Kerr & Karrie Sanders from the Farm Bureau who gave a PowerPoint Presentation on the Michigan Agricultural Environmental Assurance Program Certification Process. Three Certified Farms in Jackson County were acknowledged and representatives from each were present to answer questions. They were: Butch (Gaylord) Lincoln Farm, Richard Ekin Farm and Phil & Bruce Weir Farm.

(The presentation ended at 7:47 p.m.)

**7. COMMUNICATIONS/PETITIONS - None**

**8. SPECIAL ORDERS/PUBLIC HEARINGS - None**

**9. PUBLIC COMMENTS**

(At about 7:48 p.m., Public Comment was opened)

Dewey Graves, Leoni Township, spoke regarding his resignation from JTA.

Philip Lancaster, Blackman Township, spoke regarding JTA concerns.

Estelle Graves, Leoni Township, thanked her husband for all he's done for JTA and hopes that more hours will be offered.

Jerry McDevitt, Summit Township, spoke regarding JTA concerns.

(At 8:05 p.m., Public Comment was closed.)

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

**11. MINUTES:**

- A.** Minutes of the 4/17/07 Regular Board Meeting and the 4/27/07 Special Meetings of the Jackson County Board of Commissioners



*Moved by Elwell, supported by Mahoney* to receive the 4/17/07 Minutes of the Regular Board Meeting and the 4/27/07 Minutes of the Special Meetings of the Jackson County Board of Commissioners. Motion carried unanimously.

## **12. CONSENT AGENDA**

*Moved by Lutchka, supported by Way* to Accept the Consent Agenda Items A through E as follows:

### **A. County Affairs**

1. Amended Grant with MDOT for Design Engineering Services for Runway 14-32 and Taxiway "D: Contract No. 2006-0655 A1 Federal Project No. B-26-0051-11606.

Attachments:

- \* Memoranda from Airport Manager dated 4/19/07 & 3/21/07
- \* Amended Grant

2. Resolution (05-07.17) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr. To Sign MDOT Contract Amendment #2006-0655 A1 (Federal Project #C-26-0051-1606), for Sandstone - Blackman Drain Relocation Feasibility Analysis near the Runway #14 Approach at the Jackson County Airport.

Attachments:

- \* Resolution (05-07.17)

### **B. County Agencies**

3. 2006 District Court Annual Report

Attachments:

- \* Provided under separate cover

### **C. Human Services**

4. 2006 Department on Aging Annual Report

Attachments:

\* Provided under separate cover

**D. Personnel & Finance**

5. Recommendation of TDS for 5-Year Telecommunication Services

Attachments:

- \* Memorandum from Telecommunications Rate Proposal Study Group
- \* Rate Analysis Chart

6. Deletion of Full-Time Accounts Payable Clerk in Administrative Services and Creation of Part-Time Accounts Payable Clerk

Attachments: None.

7. Budget Adjustments

- a. Department on Aging

Attachments:

- \* Department on Aging Budget Adjustment Forms

**E. Claims**

8. Claims dated 4/1/07 - 4/30/07 as presented to and approved by the Standing Committees

Attachments: None

Roll Call: (12) Yeas. Motion carried unanimously.

**13. STANDING COMMITTEES:**

**A. County Affairs - Commissioner Lutchka**

1. Appointment to the Jackson County Employees' Retirement System - One Commissioner member, term to 5/2010. It's a Chairman's appointment and the Chair recommended re-appointing himself as he is currently on that Board.

*Moved by Lutchka, supported by Mahoney* to re-appoint Commissioner Shotwell to the Jackson County Employees' Retirement System. No other nominations from the floor. Motion carried unanimously.

2. Imprest Cash for the Parks Fund.  
(This item was added to the Agenda by Cmr. Herl under 5. - Approval of Agenda.)

*Moved by Lutchka, supported by Mahoney*, that the two county campgrounds receive \$100 each imprest cash and the Cascades Falls receive an imprest cash for \$1,250.00 for a total imprest cash of \$1,450.00. Motion carried unanimously.

**B. County Agencies - Commissioner Mahoney**

None.

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

None.

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

None.

**14. UNFINISHED BUSINESS**

None.

**15. NEW BUSINESS**

**A. Revised/New Policies**

- 1.-10.** Chairman Shotwell asked that Revised Fiscal Policies 900 through 1150 be approved as one motion.

*Moved by Mahoney, supported by Brown* to approve the **Revised Fiscal Policies 900 through 1150**. Motion carried unanimously.

**11.** New Fiscal Policy 1160 - Donations has been removed and sent back to committee.

**12.** **Revised Fiscal Policies 1030, 1060, 1080,1090,1100,1120,1140** have been changed to add an Aadopted date@ and Arevision date@ added only.

*Moved by Mahoney, supported by Lutchka* to add the adopted and revision dates to the policies. Motion carried unanimously.

**13. Revised Administrative Policy 5220 - Cellular Telephones**

*Moved by Mahoney, supported by Poleski* to approve the revised policy. Motion carried unanimously.

**14. Revised Administrative Policy 5270 - Workplace Enhancement Teams**

*Moved by Mahoney, supported by Way* to approve the Revised Workplace Enhancement Teams policy. Motion carried unanimously.

**15. New Personnel Policy 3350 - Administrator/Controller Succession**

*Moved by Videto, supported by Mahoney* to approve Policy 3350. Motion carried unanimously.

**B. Jackson Transportation Authority (JTA)**

**1. JTA Contract for services rendered for 2007.**

*Moved by Herl, supported by Brittain* to approve the JTA Contract for services rendered for 2007.

Cmr. Brittain would like to see the second contract that was submitted. Chairman Shotwell responded that the objective for tonight is to redirect this back to the Administrator for further negotiations.

*Moved by Poleski, supported by Herl,* to refer back to the Administrator with request to consider perhaps days of the weeks that are going to be offered. A more full scope of the services to be offered should be dealt with and what other options there are. Motion to defer this to next month's meeting made by Poleski, supported by Herl. Motion carried unanimously.

## **2. Quarterly Appropriation**

*Moved by Poleski, supported by Elwell to make the quarterly appropriation payment to JTA. Roll Call: (12) Yeas.*

### **C. Contract Ratification - Assistant Prosecuting Attorney Association**

*Moved by Mahoney, supported by Lutchka to approve the Assistant Prosecuting Attorney Association Tentative Agreement dated April 25, 2007. Motion carried unanimously.*

### **D. Rives Township Sewer System**

*(This item was added to the Agenda by Cmr. Herl under 5. - Approval of Agenda)*

*Moved by Herl, supported by Mahoney to Approve the Resolution to Authorize Execution of Jackson County Wastewater Disposal Facility (Rives Township Section) Bond Contract and to provide for certain other matters pertaining thereto.*

*Moved by Poleski to Approve this Resolution subject to the Administrator obtaining all the representations required by Paragraph K of our newly approved Policy 1150.*

*Cmr. Herl supports Amendment to his original motion. Roll Call: (12) Yeas. Motion carried unanimously.*

## **16. PUBLIC COMMENTS**

At 8:15 p.m., Dewey Graves spoke regarding the JTA Contract and he hopes the contract does not limit to just one area as there is a big difference between urban and rural.

(At 8:17 p.m., Public Comment was closed.)

## **17. COMMISSIONER COMMENTS**

Cmr. Brittain still feels the people should be able to vote on the JTA millage and it should be put on the ballot.

Cmr. Lutchka thanked the MEAP Certified farmers for coming tonight. It shows that these families are really concerned about what's best for the environment as well as the citizens of the county and state.

Cmr. Herl spoke about the County News from NACO regarding the Supreme Court Ruling of flow control.

Cmr. Shotwell added that all of the Commissioners' desk numbers match.

**18. CLOSED SESSION:** None

**19. ADJOURNMENT**

Chairman Shotwell adjourned the May 15, 2007 meeting of the Jackson County Board of Commissioners at 8:20 p.m.

James E. Shotwell, Jr. - Chairman, Jackson County Board of Commissioners  
Sandra L. Crowley - Jackson County Clerk



Consent Agenda  
Motions

June 19, 2007

***Roll Call***

1. Motion: Approve the Jackson County 2007 Millage Rates
2. Motion: Approve the Justice Assistance Grant Funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) through the United States Department of Justice
3. Motion: Approve Four Category Bid Proposal (Low Bidders) for One Year for Felony Court Appointed Attorneys and Cancel the Old Contracts
4. Motion: Approve the Jackson County Health Department Accreditation Plan of Organization
5. Motion: Approve the Fiscal Year 2008 Annual Implementation Plan for Older American Act Funded Services
6. Motion: Approve the Deletion of Two Full-Time Sanitarian Positions in the Health Department
7. Motion: Approve Resolution (06-07.22) to Allow the Jackson County Land Bank Authority to Purchase Two Foreclosed Properties from the County of Jackson
8. Motion: Approve the Friend of the Court Request for Reorganization Under FOC Strategic Plan to Create and Abolish Positions
9. Motion: Approve Resolution (06-07.20) Authorizing Intergovernmental Transfer for Indigent Care Agreement for Jackson County
10. Motion: Approve the Bid Award for Vehicle Maintenance Building at Chanter Road to the Low Bidder, R. W. Mercer Construction Company
11. Motion: Authorize the Chair to Sign the Memorandum of Agreement Regarding the Part-Time 4-H Program Assistant Position
12. Motion: Budget Adjustments:
  - a. Treasurer's Office
  - b. Health Department
  - c. Friend of the Court
13. Motion: Pay the Claims for Standing Committees dated 5/1/07-5/31/07

|                       |               |
|-----------------------|---------------|
| - County Affairs      | \$ 282,688.90 |
| - County Agencies     | 626,422.59    |
| - Human Services      | 156,624.08    |
| - Personnel & Finance | 8,623,725.38  |








## Jackson County EQUALIZATION DEPARTMENT

JuliAnne L. Kolbe, Director

May 31, 2007

To: Randy Treacher, Acting Administrator

From: Juli Kolbe   
Equalization Director

### RE: COUNTY'S 2007 MILLAGE RATES

The form L-4029 is presented to the Board of Commissioner for approval at their June meeting of the 2007 July and December millage rates.

The July 2007 levy will be 100% of the apportioned millage or 5.1187 mills.  
The December 2007 levy will be 0.8722 of a mill for the Jail, Medical Care Facility, and the Senior Services.

Once approved by the Board of Commissioners, the Chairman and the County Clerk must sign and date.

Also remember, in order to fulfill the county's Truth in Taxation requirements, a notice must be print in the local newspaper seven (7) days prior to the County's annual budget hearing. The wording can be found in the State Tax Commission guidelines for Millage Reduction Fractions.

Any questions, feel free to contact me at 6649 or [jkolbe@co.jackson.mi.us](mailto:jkolbe@co.jackson.mi.us).

**2007 TAX RATE REQUEST  
MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS**

|  |  |
|--|--|
| County<br><b>JACKSON</b>                       | 2007 Taxable Value<br><b>4,335,489,863</b> |
| Local Government Unit<br><b>JACKSON COUNTY</b> |  |

**PLEASE READ THE  
INSTRUCTIONS ON  
THE REVERSE SIDE  
CAREFULLY.**

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 2001 tax roll.

| (1)       | (2)                   | (3)              | (4)   | (5)  | (6)  | (7)  | (8)                                   | (9)                             | (10)                                  | (11)                                  | (12)                                  |
|-----------|-----------------------|------------------|---|--|--|--|---------------------------------------|---------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| Source    | Purpose of Millage    | Date of Election | Millage Authorized by Election, Charter, etc. | 2006 Millage Rate Permanently Reduced by MCL 211.34d | 2007 Current Year Millage Reduction Fraction | 2007 Millage Rate Permanently Reduced by MCL 211.34d | Sec. 211.34 Millage Rollback Fraction | Maximum Allowable Millage Rate* | 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  | 5.1259   | <b>0.9986</b>                                | 5.1187   | 1.0000                                | 5.1187                          | <b>5.1187</b>                         |                                       | UNLIMITED                             |
| VOTED     | MEDICAL CARE FACILITY | Nov-99           | 0.1500  | 0.1400   | <b>0.9986</b>                                | 0.1398   | 1.0000                                | 0.1398                          |                                       | <b>0.1398</b>                         | 2018                                  |
| VOTED     | JAIL                  | Nov-02           | 0.5000  | 0.4858   | <b>0.9986</b>                                | 0.4851   | 1.0000                                | 0.4851                          |                                       | <b>0.4851</b>                         | 2021                                  |
| VOTED     | SENIOR SERVICES       | Aug-04           | 0.2500  | 0.2477   | <b>0.9986</b>                                | 0.2473   | 1.0000                                | 0.2473                          |                                       | <b>0.2473</b>                         | 2012                                  |
| Total     |                       |                  |   |  |  |  |                                       | 5.9909                          | <b>5.1187</b>                         | <b>0.8722</b>                         |                                       |

|  |                                       |                          |
|--|---------------------------------------|--------------------------|
| Prepared by<br><b>JuliAnne L Kolbe</b> | Title<br><b>Equalization Director</b> | Date<br><b>5/31/2007</b> |
|--|---------------------------------------|--------------------------|

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, MCL 380.1211(3).

|                                      |           |           |      |
|--------------------------------------|-----------|-----------|------|
| <input type="checkbox"/> Clerk       | Signature | Type Name | Date |
| <input type="checkbox"/> Secretary   |           |           |      |
| <input type="checkbox"/> Chairperson | Signature | Type Name | Date |
| <input type="checkbox"/> President   |           |           |      |

\*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 the reverse side for the correct method of calculating the millage rate in column (5).

# 2007 MILLAGE REDUCTION FRACTION CALCULATIONS WORKSHEET

L-4034

INCLUDING MILLAGE REDUCTION FRACTION CALCULATIONS NOT  
SPECIFICALLY ASSIGNED TO THE COUNTY EQUALIZATION DIRECTOR BY LAW

JACKSON COUNTY

TAXING JURISDICTION: 38 JACKSON COUNTY

|   |                |               |
|---|----------------|---------------|
| 2006 Unit Total Taxable Value                             | (Prior TV)     | 4,103,531,068 |
| 2007 Losses to prior Taxable Value (MCL 211.34d)          | (Losses TV)    | 64,528,528    |
| 2007 Additions (MCL211.34d)                               | (Additions TV) | 141,127,615   |
| 2007 Unit Total Final Taxable Value (based on S.E.V.)     | (Current TV)   | 4,335,489,863 |
| 2007 Unit Total Taxable Value based on Assessed Valuation | (AV based TV)  | 4,335,489,863 |
| 2007 Unit Total Taxable Value based on C.E.V.             | (CEV based TV) | 4,335,486,863 |
| 2006 Inflation Rate (for 2007 Calculations)               | (2006 CPI)     | 1.037         |

## 1. Section 211.34d, M.C.L., "Headlee" (for each unit of local government)

See STC Bulletins 3 of 1995 and 3 of 1997 regarding the calculation of additions and losses.

|   |   |                      |   |               |   |        |
|---|---|----------------------|---|---------------|---|--------|
| ( 2006 Total T.V.                         | - | 2007 Losses ) x CPI  | = | 4,188,445,634 | = | 0.9986 |
| ( 4,103,531,068                           | - | 64,528,528 ) x 1.037 | = | 4,188,445,634 | = | 0.9986 |
| ( 4,335,489,863                           | - | 141,127,615 )        | = | 4,194,362,248 | = | 0.9986 |
| ( 2007 Total T.V.                         | - | 2007 Additions )     | = | 4,194,362,248 | = | 0.9986 |
| ACTUAL                                    |   |                      |   |               |   | 0.9986 |
| 2007 Millage Reduction Fraction (Headlee) |   |                      |   |               |   |        |

Round to 4 decimal places in the conventional manner.

## 2a. Section 211.34, M.C.L., "Truth in Assessing" (for cities and townships if S.E.V. exceeds A.V. for 2007 only)

|   |   |               |   |                        |
|---|---|---------------|---|------------------------|
| 2007 Unit Total Taxable Value based on AV             | = | 4,335,489,863 | = | <div>1.0000</div>      |
| 2007 Unit Total Final Taxable Value (based on S.E.V.) |   | 4,335,489,863 |   | 2007 Rollback Fraction |
| ACTUAL  |   | 1.0000        |   | (Truth in Assessing)   |

Round to 4 decimal places in the conventional manner.

See STC Bulletin No. 6 of 2007 for more information regarding this calculation.

## 2b. Section 211.34, M.C.L., "Truth in County Equalization" (for villages, counties and authorities if S.E.V. exceeds C.E.V. for 2007 only)

|   |        |               |   |  |
|---|--------|---------------|---|--|
| 2007 Unit Total Taxable Value based on C.E.V.         | =      | 4,335,486,863 | = | 1.0000   |
| 2007 Unit Total Final Taxable Value (based on S.E.V.) |        | 4,335,489,863 |   | 2007 Rollback Fraction<br>(Truth in County Equalization) |
|   | ACTUAL | 1.0000        |   | Round to 4 decimal places in the conventional manner.    |

Round to 4 decimal places in the conventional manner.

See STC Bulletin No. 6 of 2007 for more information regarding this calculation.

## 3. Section 211.24e, M.C.L., "Truth in Taxation" (for each taxing jurisdiction that levied more than 1 mill for operating purposes in 2006 only)

|  |   |                  |   |               |   |                   |
|--|---|------------------|---|---------------|---|-------------------|
| ( 2,006 Total T.V.                                 | - | 2007 Losses )    |   |               |   |                   |
| ( 4,103,531,068                                    | - | 64,528,528 )     | = | 4,039,002,540 | = | <div>0.9630</div> |
| ( 4,335,489,863                                    | - | 141,127,615 )    |   | 4,194,362,248 |   |                   |
| ( 2007 Total T.V.                                  | - | 2007 Additions ) |   |               |   |                   |
| 2007 Base Tax Rate Fraction<br>(Truth in Taxation) |   |                  |   |               |   |                   |

Round to 4 decimal places in the conventional manner.

Use the same amounts for additions and losses as were used for the 211.34d ("Headlee") rollback.

NOTE: The truth in taxation BTRF is independent from the cumulative millage reductions provided by MCL sections 211.34d and 211.34. The Base Tax Rate equals the BTRF X last year's Operating Rate levied.

**From:** Chad Schmucker  
**To:** Commissioners; Randy Treacher  
**Date:** 6/1/2007 12:05:26 PM  
**Subject:** Felony Court Appointed Attorneys

On May 31st I met with the judges to discuss the qualifications of the attorneys who made proposals for the indigent defendants.

Attached are four spreadsheets showing the lowest qualified bidders for each type of case. Accepting these proposals should result in savings to the county unless there is a increase in the number murder defendants or a change in the prosecutor's charging policies.

Since there would be many new attorneys handling the work I can not predict how this would affect the functioning of the rest of the system. Most of the judges believe this will adversely impact the efficiency of the District and Circuit courts.

You have also received an alternate proposal from several attorneys to handle almost all of the court appointed work. We did not ask for proposals like this so it is the only one received. This would result in a predictable savings and would probably not affect the functioning of the courts. We are more confident the alternate proposal would not effect the efficiency of the courts because we are very familiar with skills of the attorneys involved.

The alternate proposal would require additional study and negotiation to determine all the details.

We have a contract in effect until the end of the year. As I have told you several times, we expect to be over budget. We can terminate the contract with 30 days notice and replace the system with either of these proposals.

I expect to be in a jury trial on June 11th so I will not be available to attend Agencies. If you email me any questions I will try to respond as quickly as possible. I will be on vacation next week but I will check my email every day.

Chad Schmucker  
Courthouse  
312 S. Jackson  
Jackson, MI 49201

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

**CC:** Judges -All and Admin

| ATTORNEY NAME                   | Category 1 % | Category 1 \$ | Category 2 % | Category 2 \$ | Category 3 % | Category 3 \$ | Category 4 % | Category 4 \$    |
|---------------------------------|--------------|---------------|--------------|---------------|--------------|---------------|--------------|------------------|
| Timothy Williams                | 1 case       | \$2,000       | 10%          | \$500         | 20%-10%      | \$375         | 25%          | \$7,500 (annual) |
| Bruce A. Barton                 | 1 case       | \$3,000       | 10%          | \$2,000       |              |               | 25%          | \$400            |
| George Lyons                    | 3 cases      | \$8,000       | 20%          | \$550         | 20%          | \$386         | 25%          | \$150            |
| Bruce A. Barton                 | 1 case       | \$8,000       | 10%          | \$2,000       |              |               | 25%          | \$400            |
| James Fifelski                  | 2 cases      | \$10,000      |              |               |              |               |              |                  |
| Robert Gaecke, Jr.              | 2 cases      | \$12,500      | 20%          | \$550         | 10%          | \$450         | 25%          | \$300            |
| Brandt & Dehncke                | 3 cases      | \$15,000      | 20%          | \$617         | 20%          | \$410         |              | \$185            |
| David Lady                      | 1-2 cases    | \$15,000      | 20%          | \$617         | 20%          | \$410         | 25%          | \$185            |
| Paul Adams                      | 1 case       | \$15,000      | 20%          | \$617         | 20%          | \$410         | 25%          | \$185            |
| Wendell Jacobs                  | 3 cases      | \$15,000      | 20%          | \$617         | 20%          | \$410         | 25%          | \$185            |
| Jerry Engle                     | 3 cases      | \$15,000      | 20%          | \$617         | 20%          | \$410         | 25%          | \$185            |
| Dungan & Kirkpatrick            | 3 cases      | \$15,000      | 20%          | \$617         | 20%          | \$410         | 25%          | \$185            |
| Tony Raduazo                    |              | \$15,000      | 10%          | \$617         | 10%          | \$410         | 25%          | \$185***         |
| Sean F. Carroll                 | 1 case       | \$15,000      | 10%          | \$655         | 10%          | \$425         |              |                  |
| George Chatman                  | 1-5 cases    | \$15,000      | 10%          | \$10,000      | 10%          | \$5,000       |              |                  |
| Georgia Wright                  |              |               |              |               | 20%          | \$250         | 25%          | \$150            |
| Judith Varga                    |              |               |              |               | 20%          | \$300         | 25%          | \$150            |
| Phillip Berkemeier              |              |               |              |               | 20%          | \$330         | 25%          | \$150****        |
| Beer & McCord                   |              |               |              |               | 20%          | \$360         | 25%          | \$180            |
| Ronald Fabian                   |              |               |              |               | 20%          | \$380         | 25%          | \$175            |
| Lineas Baze                     |              |               |              |               |              |               | 25%          | \$297*           |
|                                 |              |               |              |               |              |               |              |                  |
|                                 |              |               |              |               |              |               |              |                  |
| *\$15,444 if 1 or less per week |              |               |              |               |              |               |              |                  |
| *** or \$10,000 Annually        |              |               |              |               |              |               |              |                  |
| **** or \$4,800 Annually        |              |               |              |               |              |               |              |                  |
|                                 |              |               |              |               |              |               |              |                  |
|                                 |              |               |              |               |              |               |              |                  |

**Category 1** - Cases would be assigned starting with lowest bid an continuing through the year as furthr murder defendants request attorneys. When more than 1 attorney has bid the same amount, there would be a random selection.

**Category 2** - 60% of the contract would be awarded to the attorneys who bid \$617.

**Category 3** - 10% would be awarded to 1 of the attorneys who bid \$410. This selection would be randmom.

| <b>ATTORNEY NAME</b>            | <b>Category 1 %</b> | <b>Category 1 \$</b> | <b>Category 2 %</b> | <b>Category 2 \$</b> | <b>Category 3 %</b> | <b>Category 3 \$</b> | <b>Category 4 %</b> | <b>Category 4 \$</b> |
|---------------------------------|---------------------|----------------------|---------------------|----------------------|---------------------|----------------------|---------------------|----------------------|
| Timothy Williams                | 1 case              | \$2,000              | 10%                 | \$500                | 20%-10%             | \$375                | 25%                 | \$7,500 (annual)     |
| George Lyons                    | 3 cases             | \$8,000              | 20%                 | \$550                | 20%                 | \$386                | 25%                 | \$150                |
| Robert Gaecke, Jr.              | 2 cases             | \$12,500             | 20%                 | \$550                | 10%                 | \$450                | 25%                 | \$300                |
| Brandt & Dehncke                | 3 cases             | \$15,000             | 20%                 | \$617                | 20%                 | \$410                |                     | \$185                |
| David Lady                      | 1-2 cases           | \$15,000             | 20%                 | \$617                | 20%                 | \$410                | 25%                 | \$185                |
| Paul Adams                      | 1 case              | \$15,000             | 20%                 | \$617                | 20%                 | \$410                | 25%                 | \$185                |
| Wendell Jacobs                  | 3 cases             | \$15,000             | 20%                 | \$617                | 20%                 | \$410                | 25%                 | \$185                |
| Jerry Engle                     | 3 cases             | \$15,000             | 20%                 | \$617                | 20%                 | \$410                | 25%                 | \$185                |
| Dungan & Kirkpatrick            | 3 cases             | \$15,000             | 20%                 | \$617                | 20%                 | \$410                | 25%                 | \$185                |
| Tony Raduazo                    |                     | \$15,000             | 10%                 | \$617                | 10%                 | \$410                | 25%                 | \$185***             |
| Sean F. Carroll                 | 1 case              | \$15,000             | 10%                 | \$655                | 10%                 | \$425                |                     |                      |
| Bruce A. Barton                 | 1 case              | \$3,000              | 10%                 | \$2,000              |                     |                      | 25%                 | \$400                |
| Bruce A. Barton                 | 1 case              | \$8,000              | 10%                 | \$2,000              |                     |                      | 25%                 | \$400                |
| George Chatman                  | 1-5 cases           | \$15,000             | 10%                 | \$10,000             | 10%                 | \$5,000              |                     |                      |
| Georgia Wright                  |                     |                      |                     |                      | 20%                 | \$250                | 25%                 | \$150                |
| Judith Varga                    |                     |                      |                     |                      | 20%                 | \$300                | 25%                 | \$150                |
| Phillip Berkemeier              |                     |                      |                     |                      | 20%                 | \$330                | 25%                 | \$150****            |
| Beer & McCord                   |                     |                      |                     |                      | 20%                 | \$360                | 25%                 | \$180                |
| Ronald Fabian                   |                     |                      |                     |                      | 20%                 | \$380                | 25%                 | \$175                |
| Lineas Baze                     |                     |                      |                     |                      |                     |                      | 25%                 | \$297*               |
| James Fifelski                  | 2 cases             | \$10,000             |                     |                      |                     |                      |                     |                      |
|                                 |                     |                      |                     |                      |                     |                      |                     |                      |
|                                 |                     |                      |                     |                      |                     |                      |                     |                      |
| *\$15,444 if 1 or less per week |                     |                      |                     |                      |                     |                      |                     |                      |
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|                                 |                     |                      |                     |                      |                     |                      |                     |                      |
|                                 |                     |                      |                     |                      |                     |                      |                     |                      |

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|---------------------------------|--------------|---------------|--------------|---------------|--------------|---------------|--------------|------------------|
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| Beer & McCord                   |              |               |              |               | 20%          | \$360         | 25%          | \$180            |
| Timothy Williams                | 4 case       | \$2,000       | 10%          | \$500         | 20%-10%      | \$375         | 25%          | \$7,500 (annual) |
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| George Lyons                    | 3 cases      | \$8,000       | 20%          | \$550         | 20%          | \$386         | 25%          | \$150            |
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| Robert Gaecke, Jr.              | 2 cases      | \$12,500      | 20%          | \$550         | 10%          | \$450         | 25%          | \$300            |
| George Chatman                  | 4-5 cases    | \$15,000      | 10%          | \$10,000      | 10%          | \$5,000       |              |                  |
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|                                 |              |               |              |               |              |               |              |                  |
|                                 |              |               |              |               |              |               |              |                  |
| *\$15,444 if 1 or less per week |              |               |              |               |              |               |              |                  |
| ***or \$10,000 Annually         |              |               |              |               |              |               |              |                  |
| **** or \$4,800 Annually        |              |               |              |               |              |               |              |                  |
|                                 |              |               |              |               |              |               |              |                  |
|                                 |              |               |              |               |              |               |              |                  |

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[illegible]

# **Jackson County Health Department**

## **Accreditation 2007 Plan of Organization**

Part 1 – Legal Responsibilities

Part 2 – Local Health Department (LHD) Organization

Part 3 – Mission, Vision, and Values

Part 4 – Local Planning and Collaboration Initiatives

Part 5 – Service Delivery

Part 6 – Reporting and Evaluation

Part 7 – Health Officer and Medical Director

Part 8 – LHD Plan of Organization Approval Form

## **Part 1 – Legal Responsibilities**

- A. Outline or list State and Local Statutory Authority for your LHD.

**SEE ATTACHMENT A**

- B. Brief description of the Governing Entity Relationship with the LHD.

**The local governing entity is a twelve member elected County Board of Commissioners who meet monthly and act as the policy making, authoritative body. The Human Services Committee, a five member appointed Standing Committee of the Board, meet monthly and act as the Board of Health for the Health Department. This committee works in conjunction with the County Administrator to coordinate all human services in the County and to ensure adequate and full administration and implementation of Board policy affecting the health department and various County departments. The Health Officer reports to the County Administrator.**

**The Health Officer meets regularly with the County Administrator and reports monthly to the Human Services Committee regarding governance in response to state and local laws, and related rules and regulations. The Health Officer keeps the Human Services Committee abreast of all health department required services and legal mandates within the Public Health Code. The full Board of Commissioners is responsible for approval of the health department's budget and fee schedule, approves the Plan of Organization and appoints the health officer. The County Commissioners and the Health Officer utilize the County Administrator as their liaison for most communications but may contact each other directly.**

- C. Brief description of the manner in which your LHD defends and indemnifies employees for civil liability sustained in the performance of official duties except for wanton and willful misconduct (include the name of the carrier).

**As stated in MCL 333.2228 (2) "The director or an employee or representative of the department is not personally liable for damages sustained in the performance of departmental functions, except for wanton and willful misconduct."**

**Jackson County Health Department (JCHD) also carries personal liability insurance with the Michigan Municipal Risk Management Authority (MMRMA).**

**SEE ATTACHMENT B**

- D. Briefly describe, if applicable, Delegation of Food Service Sanitation Program responsibilities. Include name and contracted entity(ies).

**NOT APPLICABLE**

## **Part 2 – LHD Organization**

- A. Organizational chart contains official positions (titles) and lines of authority and displays names of Directors and higher level managers.

**SEE ATTACHMENT C**

- B. Documentation of board approval of Local Health Department Plan of Organization.

**SEE ATTACHMENT I**

- C. List annual LHD total operating budget amount and total number of FTEs for public health services. Include documentation indicating local governing entity approval of budget.

**SEE ATTACHMENT D**

- D. Briefly describe information technology capacity needed to access and distribute up-to-date public health information.

**Jackson County has an internal Information Technology Department that supports hardware. JCHD also has contracts with different vendors that support the software programs utilized. Continuity of operations at the Jackson County Health Department provides backup methods for retrieving and sending public health information.**

**The list below includes software routes to Access PHI:**

- 1. MCIR – Immunizations and lead information**
- 2. MDSS – Communicable Disease information**
- 3. Etrax – Early On information**
- 4. MMWR – Medical articles and recommendations**
- 5. CDC website – Medical topics and recommendations**
- 6. CD Manual – Communicable Disease specific information**
- 7. Netwerkes.com – Billing information**
- 8. Mitchell & McCormick – Electronic Medical Records system**
- 9. IssueTrakker – Environmental Health complaints and Communicable Disease Foodborne complaints**
- 10. MIHAN – Health Alerting System, including LHD documentation**
- 11. EPI-X – Epidemiological Alerting System**
- 12. GroupWise – Used to receive alerts**
- 13. M-Trax – WIC online statewide data entry system**

\* This lists are not all-inclusive.

**The list below includes technology used to Distribute PHI:**

- 1. Internet – Ability to broadcast information for the community to retrieve**
- 2. Intranet – Ability to broadcast information to health department and all county employees**
- 3. Video Conferencing - Ability to distance conference face to face**
- 4. Satellite Dish – Ability to receive satellites**
- 5. 800MHz radios – Ability to receive OPHP information and communicate with county-wide emergency planners**
- 6. Amateur Radio (including Packet & JNOS) – Ability to share information through radio waves**
- 7. Cell phone – ability to share information via phone**
- 8. LAN lines– ability to share information via phone**
- 9. Broadcast Fax (including groups for physicians, restaurants, media, schools...) – Ability to send information to multiple groups**
- 10. Webcast - Ability to receive webcasts**
- 11. Telephone paging system – ability to share information throughout the building via phone**

\* This lists are not all-inclusive.

## **Part 3 – Mission, Vision, and Values**

- A. Contains a clear, formally written, publicized statement of the local health department's mission (may include the LHD's Vision, Values, Goals, Objectives).

**Jackson County Health Department Mission Statement: To continually endeavor to prevent disease, prolong life, and promote the public health.**

**The JCHD Mission Statement is publicized in our Annual Report, on our Website, and in our Service Brochure and Strategic Plan.**

**SEE ATTACHMENT E**

## **Part 4 – Local Planning and Collaborative Initiatives**

- A. Outline or list LHD – specific priorities.
- 1. Market/Improve Image – Increase community awareness of and access to services; create a “user-friendly” environment and market success stories to improve image**
  - 2. Community Leader for Emergency Preparedness – Increase community awareness of public health’s role in emergency preparedness (EP) through proactive EP education**
  - 3. Enhance JCHD Infrastructure – Improve JCHD foundation through enhancement of service delivery**
  - 4. Assess and Address Community Health Status and Assure Health Care Needs are Met – Improve assessment of community health status to target and assure specific health care needs are met**
- B. Outline or list the LHD activities to plan or pursue priority projects with available resources.
- 1. Market/Improve Image-**
    - **Improve Signage**
    - **Improve Reception**
    - **Proactive Emergency Preparedness Education**
    - **Marketing JCHD Services**
    - **Improve IT Support**
    - **Improve Internal Communications**
    - **Active Collaboration with Community Initiatives**
    - **Grant Writer**
    - **Improve Communicable Disease Surveillance**
    - **Improve Recruitment/Retention of Quality Employees**
  - 2. Community Leader for Emergency Preparedness-**
    - **Proactive Emergency Preparedness Education**
    - **Marketing JCHD Services**
    - **Active Collaboration with Community Initiatives**
    - **Grant Writer**
    - **Improve Electronic Medical Records**
    - **Improve Communicable Disease Surveillance**
  - 3. Enhance JCHD Infrastructure-**
    - **Improve Signage**
    - **Improve Reception**
    - **Marketing JCHD Services**
    - **Improve IT Support**
    - **Utilize Clerical Pool**
    - **Improve Internal Communications**
    - **Active Collaboration with Community Initiatives**
    - **Grant Writer**
    - **Improve Electronic Medical Records**
    - **Improve Communicable Disease Surveillance**
    - **Reorganization Plan**
    - **Improve Recruitment/Retention of Quality Employees**

**4. Assess and Address Community Health Status and Assure Health Care Needs are Met-**

- **Improve Signage**
- **Improve Reception**
- **Proactive Emergency Preparedness Education**
- **Marketing JCHD Services**
- **Active Collaboration with Community Initiatives**
- **Grant Writer**
- **Improve Electronic Medical Records**
- **Improve Communicable Disease Surveillance**
- **Comprehensive Teen Pregnancy Prevention Education**

**C. Outline or list community partnerships and collaborative efforts.**

- **Community Health Assessment Committee – (to assess local health care and behavioral health needs)**
- **Human Services Coordinating Alliance – multi-purpose collaborative body to assess and address county-wide human services needs**
- **Fetal Infant Mortality Review**
- **Prenatal Care Task Force**
- **Walkable Communities Task Force**
- **Jackson Tobacco Reduction Coalition**
- **Coordinated School Health Council – Coordinated effort involving eight components to improve student health resulting in prevention of disease and reduced health related risk behaviors.**
- **Teen Pregnancy Prevention Community Stakeholders (JCAP and Jackson Youth Partnership)**
- **Jackson County Health Department and American 1 Federal Credit Union sponsor the annual Kids Fest: Children’s Health Fair**
- **Senior Health Promotion (collaboration between Jackson Department of Aging and JCHD)**
- **Parish Nurse: Provide resources and support to Parish Nurses**
- **Health Care for All: Health care for the uninsured residents of Jackson County**
- **Jackson Northwest Kiwanis: Diaper bag project**
- **Jackson Area Career Center Academy for Health Careers Advisory Committee: Provides Jackson County high school students with excellent opportunities to explore a variety of careers in healthcare.**
- **Jackson County Health Plan Prescription Discount Program**
- **Jackson Youth Health Consortium**
- **Health Services Advisory Committee: Identify health and /or dental issues in our community and discuss methods to resolve those issues.**
- **Inter Agency Coordinating Council (ICC): Early On grant and program**
- **Recycling Jackson**
- **ATOD committee (Alcohol, Tobacco and Other Drugs): Jackson County Substance Abuse Prevention Coalition.**
- **State of MI Methamphetamine Task Force**
- **Jackson Public Schools PA 335 Sex Education Committee**
- **Local Emergency Planning Team (county-wide)**

**\*This list is not all-inclusive.**



## **Part 5 – Service Delivery**

- A. Outline or list the LHD's location (including addresses), services, and hours of operation.

**Jackson County Health Department  
1715 Lansing Ave., Ste. 221  
Jackson, MI 49202**

**Services – SEE ATTACHMENT E**

**General Hours –  
Monday through Friday  
8:00 a.m. – 5:00 p.m.  
Clinic and evening hours vary**

## **Part 6 – Reporting and Evaluation**

A. Briefly describe the LHD's efforts to evaluate its activities.

**JCHD participates in an accreditation process administered by MDCH every three years to assure and enhance the quality of local public health in Michigan. This process evaluates all of our programs to assure we meet minimum program requirements and allows for continual quality improvement through corrective plans of action.**

**All grant funded programs must meet the guidelines specified in regards to program objectives, evaluation, and reporting procedures, in order to receive funding.**

**The Environmental Health Food Program utilizes the MDA's self-assessment tool, and has routine food team meetings to ensure consistency and to discuss MPR's. The Environmental Health On-Site Water and Sewage Programs holds quarterly staff meetings to review work, and the DEQ assessed the program in January 2007.**

**The Car Seat Program reports activities and numbers to United Way (a grantor) through quarterly reports and to Region 2 Planning Commission (a grantor) through monthly reports. Pre and Post evaluation of Car Seat installation and child restraint is utilized for each client.**

**The Promoting Abstinence for Team Health Program and the Jackson County Abstinence Partnership utilize Pre and Post Surveys to assess the change in student's knowledge with curriculum intervention.**

**Evaluation of marketing activities, including Medicaid Outreach, consists of utilizing an annual marketing plan and budget. Reports are sent to MDCH and the JCHD marketing committee on a quarterly basis. All marketing activities are tracked in a database and include date, event, location, and materials distributed.**

**Clients receive Customer Satisfaction Surveys to complete and return in the lobby survey box or by mail, postage paid. Survey responses are entered into a database, and the JCHD Internal Organizational Planning Team reviews the Customer Satisfaction Survey results quarterly and annually, and directs activities for improvement in designated areas.**

**\*Not intended to be an all-inclusive list**

B. Outline or list the LHD's mechanism to report on its activities to the community and its governing entity.

- **Department Head Meeting**
- **Human Services Committee**
- **Board of Commissioners**
- **Human Services Coordinating Alliance**
- **Website**
- **Press Releases**
- **Fax Blasts**
- **Monthly collaborative meetings (See Section 4.C.)**

## **Part 7 – Health Officer and Medical Director**

- A. Procedure for Appointment of a Health Officer and Medical Director.

**All candidates will be required to meet the requirements for the Health Officer and Medical Director positions as specified in the Public Health Code, and will have resumes submitted to MDCH for review and approval prior to final appointment of the Board of Commissioners.**

- B. Health Officer – MDCH Approval – Letter, memo, other.

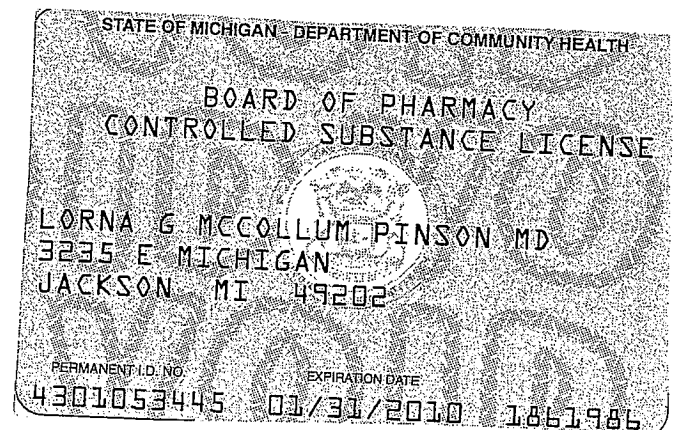
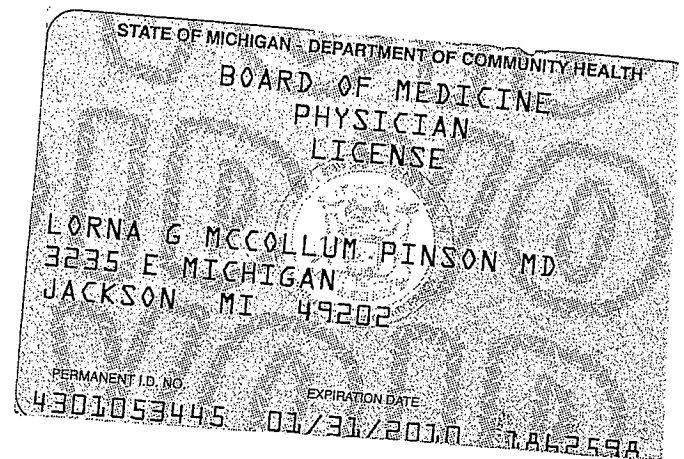
**SEE ATTACHMENT F**

- C. Medical Director - MDCH Approval – Letter, memo, other.

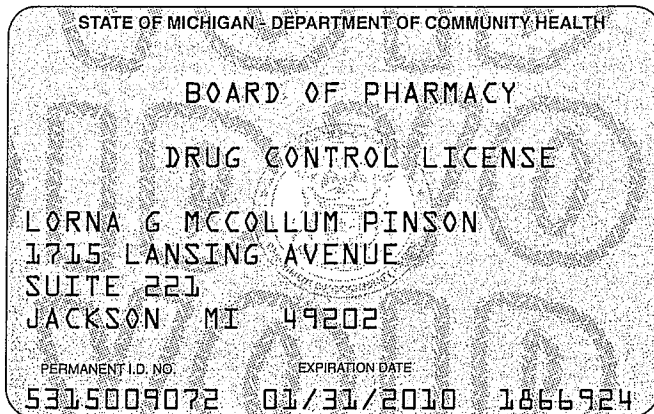
**SEE ATTACHMENT G AND H**

## **Part 8 – LHD Plan of Organization Approval Form**

**SEE ATTACHMENT I**



M531222 006 DC-001  
CUT OUT FOR WALLET CARD



**COMPLAINT INFORMATION:**

The issuance of this license should not be construed as a waiver, dismissal or acquiescence to any complaints or violations pending against the licensee, its agents or employees.

**WALL CERTIFICATE INFORMATION:**

If the box below is checked, you are eligible to purchase your State of Michigan Official Wall Certificate. Please call.

(NOT ELIGIBLE) ☐

**FUTURE CONTACTS:**

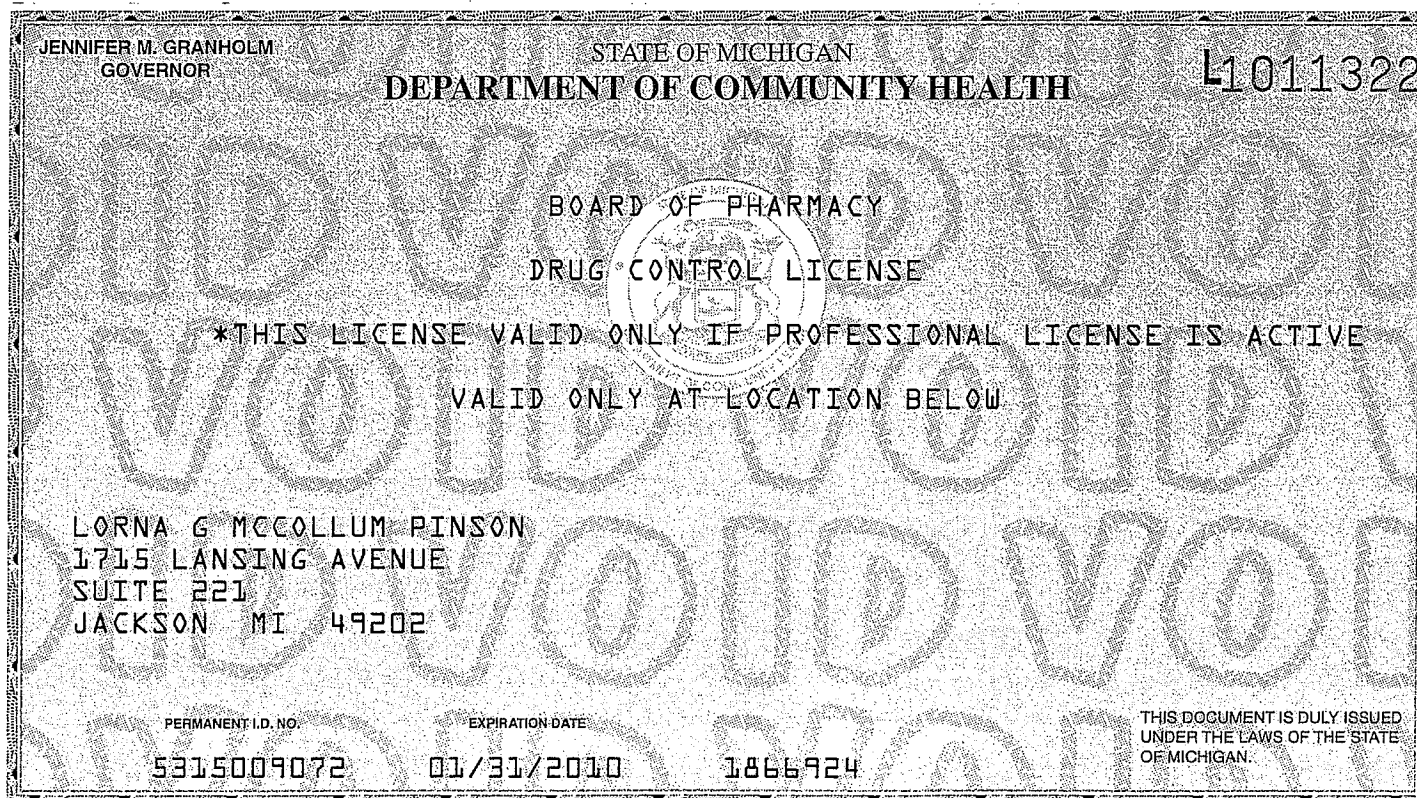
You should direct all inquiries regarding this license or address changes to the:

DEPARTMENT OF COMMUNITY HEALTH

BOARD OF  
PHARMACY

YOUR LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE.  
REVERSE SIDE OF LICENSE CONTAINS IMPORTANT INFORMATION.

P.O. BOX 30018  
LANSING MI 48909-7518





JOHN ENGLER, Governor

DEPARTMENT OF COMMUNITY HEALTH

JAMES K. HAVEMAN, JR., Director

COMMUNITY PUBLIC HEALTH ADMINISTRATION

3423 N. MARTIN LUTHER KING JR. BLVD.  
PO BOX 30195  
LANSING, MI 48909

April 12, 2002

Ted Westmeier, RS, MPH  
Health Officer  
Jackson County Health Department  
1697 Lansing Avenue  
Jackson, Michigan 49202

*Ted*  
Dear Mr. Westmeier:

Thank you for the materials regarding Dr. Lorna G. Pinson's credentials.

We have reviewed these credentials and find that they meet the minimum requirements as outlined in the rules regarding medical directors at local health departments.

We will be forwarding to Dr. Pinson, under separate cover, the certificate for medical direction at local health departments in Michigan. If you have any questions, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in cursive script, reading "David Johnson".

David Johnson, MD, MPH  
Deputy Director for Public Health  
and Chief Medical Executive

cc: Bob Scranton  
Virginia Harmon  
Konrad Edwards

RECEIVED

APR 19 2002

Jackson Co. Health Dept.

**Jackson County**  
**COUNTY ADMINISTRATOR / CONTROLLER'S OFFICE**

Jackson County Tower Building, 6th Floor  
120 W. Michigan Avenue, Jackson, Michigan 49201  
Phone: (517) 788-4335 Fax: (517) 780-4755

C. J. Taraskiewicz  
Administrator/Controller

Randall W. Treacher  
Deputy Administrator

April 19, 2000

David R. Johnson, M.D., M.P.H.  
Deputy Director for Public Health and  
Chief Medical Executive  
Community Public Health Administration  
3423 N. Martin Luther King Jr. Blvd.  
P.O. Box 30195  
Lansing, MI 48909

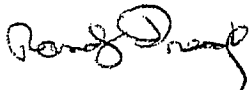
Dear Dr. <sup>Dave</sup>Johnson:

I am extremely pleased to inform you that at their meeting of last evening, the Jackson County Board of Commissioners approved hiring Ted Westmeier as the new Jackson County Health Officer. Ted's tentative report-to-work date is May 15, 2000.

Since Ted was previously approved as a Health Officer in Livingston County, I have not enclosed his resume and am acting under the assumption that you already have the necessary information on him.

If you require any documentation or information from Jackson County other than this notification, please do not hesitate to give me a call at (517) 768-6624.

Very truly yours,



Randall W. Treacher  
Deputy Administrator

RWT/ar

cc Dottie-Kay Bowersox, Acting Health Officer, JCHD  
Robert Scranton, Dept. of Public Health



# *Jackson County Health Department Services*

## **Personal & Preventative Health Services**

### **Maternal Support Services**

- Nursing, social work, nutrition counseling and childbirth preparation classes available for pregnant women receiving Medicaid
- Assistance with referrals to other social service agencies
- Transportation assistance provided if needed

**For more information call: 517-788-4619**

### **Infant Support Services**

- Nursing, social work, nutrition counseling and parenting classes available for at-risk infants (from birth to one year) receiving Medicaid
- Referrals to other social service agencies
- Transportation assistance provided if needed

**For more information call: 517-788-4619**

### **Immunization Clinic**

- Immunizations and TB testing for children and adults
- Seasonal flu and pneumonia shot clinics
- No appointment needed
- Clinic hours vary. Please call for current hours and fees

**For more information call: 517-788-4468**

### **Tuberculosis (TB) Clinic**

- Physician care and drug treatment follow-up for TB cases and contacts
- Appointment needed

**For more information call: 517-788-4619**

### **Children's Special Health Care Services**

- Provides help to families of children with chronic health conditions
- Appointment needed to determine eligibility

**For more information call: 517-788-4422**

### **Communicable Disease**

- Public health surveillance and reporting of communicable disease
- Services provided by Public Health Nurse

**For more information call: 517-788-4619**

### **Sexually Transmitted Disease Clinic**

- Provides information, testing, treatment and follow-up for cases and contacts
- Most services provided free of charge
- No appointment needed
- Free pregnancy testing

**For more information call: 517-788-4410**

## **HIV/AIDS**

### **Testing and Counseling**

- Confidential and anonymous counseling and testing services for high-risk individuals
- Services provided free of charge.
- Appointment needed
- Qualified speakers available for group presentations on HIV/AIDS

**For more information call: 517-788-4410**

## **WIC**

### **(Women, Infants and Children Supplemental Food Program)**

- Provides healthy foods to eligible pregnant, postpartum and breastfeeding women, infants, and children under age five
- Eligibility based on medical/nutritional need and household income. Automatic eligibility for those receiving Medicaid
- Appointment needed

**For more information call: 517-788-4484**

### **Early On**

- Early intervention for children (age birth to three) with special medical, physical, or developmental needs
- Provides services and support to these children and their families
- No income guidelines

**For more information call: 517-788-4619**

### **Health Information Nurse**

- Registered Nurse available for general health information and instruction

**For more information call: 517-788-4619**

### **Immunization Action Plan**

- Encourages community involvement in efforts to increase early childhood immunizations
- Provides up-to-date information on vaccine-preventable disease to all nurses, physicians, and other professionals working with small children

**For more information call: 517-788-4420**

### **Vision and Hearing Screening**

- Free testing clinics provided
- No appointment needed
- Please call for clinic hours and location

**For more information call: 517-788-4619**

## **Environmental Health Services**

### **Services concerned with the effects of the environment on human health**

- Assures safe water for drinking
- Oversees groundwater protection
- Inspects and licenses food services and vending machines
- Tests for lead and radon in housing
- Conducts soil tests and issues permits for on-site sewage systems
- Reviews subdivision/site condominium proposals to assure safe wells and on-site sewage disposal
- Reviews proposed property alterations, remodels, and etc. for impact to sewage and water system
- Investigates cases of communicable diseases, food-borne outbreaks, poisonings, rodent problems, and housing complaints
- Inspects public swimming pools, mobile home parks, and campgrounds for safety
- Inspects child day care homes, centers, adult foster care homes and children's camps for safety

**For more information call: 517-788-4433**

## **Health Education Services**

### **Jackson Tobacco Reduction Coalition**

- Seeks to reduce the use of tobacco in Jackson County through education, prevention and advocacy
- Resource materials/speaker available
- Cessation Services
- Assistance with Tobacco-free Worksite Policy Development
- Legislative Advocacy for more restrictive tobacco legislation

**For more information call: 517-768-2131**

### **Jackson Health Plan**

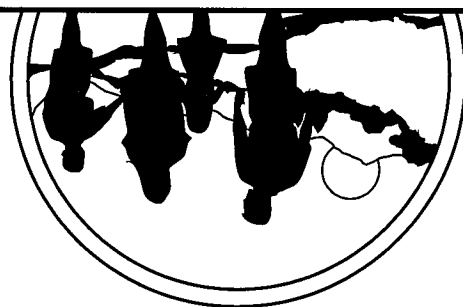
- Prescription Discount Plan available for Jackson County residents
- For more information on the prescription plan, call: 517-768-2116**
- The Jackson Health Plan offers low-cost health care coverage for low-income, uninsured adults in Jackson County
- For more information call toll free: 1-866-291-8691 (option 3)**

### **MI Child/Healthy Kids Insurance Programs**

- Insurance for children birth through 19 years
- Apply on-line at: <https://eform.state.mi.us/michild/intro1.htm>
- Free internet access to apply on-line

**For more information call: 517-768-1660**

# Jackson County Health Department



## Office Location

1715 Lansing Avenue • Suite 221 • Jackson, MI 49202

Telephone (517) 788-4420

Toll Free (888) 781-4420

Fax (517) 788-4373

**GENERAL HOURS** - Monday through Friday 8:00 a.m. - 5:00 p.m.

Clinic and evening hours vary

Visit us at our website: [www.co.jackson.mi.us/hd](http://www.co.jackson.mi.us/hd)

## TELL US HOW WE ARE DOING . . .

Complete our **CUSTOMER SATISFACTION SURVEY** on our website.

The Jackson County Health Department will not deny participation in its programs based on race, sex, religion, national origin, age or disability. State and federal eligibility requirements apply for certain programs.

# Jackson County Health Department Services

Health Education Services (cont.)

## Teen Pregnancy Prevention

- Jackson County Abstinence Partnership - Community-based coalition focused on preventing teen pregnancy and sexually transmitted disease
- Community resource for youth and parents on teen sexuality
- Speakers, informational packets and resources available
- Provides asset development and puberty curriculum for Jackson Public School District (4th-6th grades)
- For more information call: 517-768-1637
- Provides abstinence-based curriculum to middle and high school students in Jackson County.

For more information call: 517-768-1650

## Public Speakers

- A speaker's bureau is available, offering a wide variety of health-related topics geared to groups from preschool age to seniors
- Contact Health Education for a list of topic areas that can be provided
- For more information call: 517-768-1660
- Wide variety of health education resource materials available (pamphlets, curriculum, videos, etc.)
- Resources can be used for general information, school reports, presentations, etc.
- For more information call: 517-768-1660

## Resource Materials/Video

## Library

## Car Seat Program

- Provides new infant, toddler and child safety seats at low cost or for short-term rental
- Child Passenger Safety Technicians teach recipients how to properly install car safety seats into vehicles and how to properly secure infants/children in safety seats.
- All income levels may utilize program
- Provides traffic safety education kit for preschool children
- Child Passenger Safety Technicians available to check installation of car seats
- Presentations, information packets and resources available
- Appointments are necessary

For more information call: 517-768-2181

**JACKSON COUNTY**  
**Budget Planning Manual**  
**Jackson County Health Department**  
**Summary of Accounts for Budget 2006-2007**

Fund: 221

Revised 7/24/06

10:00

| Account                                  | Description | Revenues    | Expenditures | Full Time<br>FTE | Part Time<br>FTE |
|--|-------------|-------------|--------------|------------------|------------------|
| 100 Administration                       |             | \$886,876   | \$658,378    | 4.00             | 0.00             |
| 160 Health Education                     |             | \$93,736    | \$236,561    | 3.55             | 0.00             |
| 175 Bioterror / Emergency Preparedness   |             | \$250,743   | \$204,894    | 1.70             | 0.50             |
| 200 Environmental Health                 |             | \$899,345   | \$863,827    | 13.00            | 0.00             |
| 300 General Nursing                      |             | \$54,735    | \$207,036    | 1.85             | 0.60             |
| 301 MIHP (MSS/ISS)                       |             | \$403,075   | \$451,545    | 4.65             | 1.75             |
| 310 Immunizations                        |             | \$354,016   | \$316,112    | 1.60             | 2.00             |
| 312 Early - On                           |             | \$166,951   | \$163,622    | 0.95             | 0.95             |
| 313 STD Program                          |             | \$82,963    | \$113,780    | 1.10             | 0.90             |
| 320 Infant Mortality Review & Prevention |             | \$153,635   | \$132,276    | 0.40             | 0.75             |
| 341 CSHCS Outreach & Advocacy            |             | \$70,296    | \$73,985     | 1.00             | 0.30             |
| 417 Hearing & Vision                     |             | \$54,735    | \$81,648     | 0.00             | 1.91             |
| 451 Medicaid Outreach & Advocacy         |             | \$14,965    | \$21,210     | 0.00             | 0.00             |
| 460 WIC                                  |             | \$586,848   | \$534,132    | 7.10             | 1.80             |
| 616 AIDS                                 |             | \$18,518    | \$17,385     | 0.05             | 0.20             |
| 630 Tobacco Reduction Coalition          |             | \$15,000    | \$15,113     | 0.20             | 0.00             |
| 634 Immunization Action Plan             |             | \$67,380    | \$79,422     | 1.10             | 0.00             |
| 635 Car Seat Program                     |             | \$61,366    | \$64,257     | 0.00             | 0.50             |
| GRAND TOTAL OF ALL PROGRAMS              |             | \$4,235,183 | \$4,235,183  | 42.25            | 12.16            |

**Jackson County Board of Commissioners Meetings Minutes  
September 19, 2006 - Regular Meeting**

**CALL TO ORDER:**

The meeting was called to order by Chairman, Steve Shotwell at 7:03 p.m.

**INVOCATION:** Commissioner Reynolds

**PLEDGE OF ALLEGIANCE**

**ROLL CALL:** Amanda Rutan, Chief Deputy County Clerk

Roll Call: (10) Present: Cmr. Herl, Lutchka, Brittain, Duckham, Reynolds, Videto, Smith, Wilson, Gumbert, & Shotwell. (2) Absent: Cmr. Mahoney & Berkemeier. (Mahoney appeared right after Roll Call was taken.)

**APPROVAL OF AGENDA**

*Moved by Reynolds, supported by Gumbert to approve the Agenda as Published.*

Herl requests that Item A under County Affairs - Renewal of the Clark Lake Community Center Licensing Agreement) and also under the Consent Agenda, Item 1. under County Agencies - Renewal of the 911 Service Agreement with the City of Jackson. *Support by Wilson.* For clarification purposes, Shotwell advised the 911 Service Agreement Renewal with the City of Jackson is being removed just from the Consent Agenda to the County Agencies Standing Committee report.

At 7:08 p.m., Shotwell moves to:

**SPECIAL ORDERS/PUBLIC HEARINGS**

There is a public hearing regarding the issuance of County of Jackson Hospital Finance Authority Hospital Revenue and Refunding Bonds for the Benefit of W.A. Foote Memorial Hospital.

Wilson advised that Peter Ecklund and Hendrik Schuur are here from the Authority if there are any questions for them. No public questions regarding the financing. Ecklund & Schuur both spoke briefly. Public Hearing was closed at 7:10 p.m.

Shotwell returns to Approval of the Amended Agenda. Motion carried.

**AWARDS & RECOGNITIONS:**

A. Presentation on the Integrated Emergency Management Course (IEMC) sponsored by the Federal Emergency Management Agency held in Emmetsburg, Maryland over the period August 7-11, 2006.

Lt. Steve Rand from the Sheriff Department narrated the PowerPoint presentation.

**COMMUNICATIONS/PETITIONS:**

*Moved by Mahoney, supported by Duckham to receive from Bendzinski & Co. and page 5 of the July 24, 2006 Mid-South Substance Abuse Commission Minutes along with a copy of Mid-South's policy and procedures. The clerk handed out the communications.*

**SPECIAL ORDERS/PUBLIC HEARINGS:** (Held after - 5. Approval of Agenda)

**PUBLIC COMMENT:**

Shotwell acknowledged Supervisor John Tallis who spoke regarding the Fawell and Round Lake sewers. On August 17 th, the sewers were turned on.

Jim Gallant asked to speak when Item 13.A.3 comes up, which is regarding Mid-South Substance Abuse Commission. Chairman Shotwell denied Gallant's request asking him to speak now during Public Comment. Gallant continued and asked that the request not be accepted because they

didn't follow the rules of the Jackson County Board. Peg Clevenger, Secretary of Falling Water Trail spoke in support of the resolution to hire JJR. Public Comment concluded at 7:30 p.m.

**SPECIAL MEETINGS OF STANDING COMMITTEES:**

(Personnel & Finance held a special meeting behind Videto's desk.)

**MINUTES:**

*Moved by Videto, supported by Herl* to receive the Minutes of the July 17, 2006 Regular Meeting of the Jackson County Board of Commissioners. Motion carried.

**CONSENT AGENDA:**

*Moved by Herl, supported by Lutchka* to **Accept the Consent Agenda Items A through E as follows:**

**A. County Affairs:**

None

**B. County Agencies:**

1. Renewal of the 911 Service Agreement with the City of Jackson
2. Ratification of the 2007 Juvenile Accountability Block Grant
3. Fiscal Year 2007 Title IV-D Cooperative Contract for Jackson County Friend of the Court CS/FOC-07-38001 Program
4. Amendment to the Access and Visitation Grant Contract for State Fiscal Year 2006 with the Jackson County Friend of the Court

**C. Human Services:**

None

**D. Personnel & Finance:**

5. Amendment to the Compensation Plan Establishing the Position of Information Technology Director at Pay Grade 20
6. Renewal of Independent Contract Agreement between the Jackson County Circuit/Family/Probate Courts, the County of Jackson, the Jackson County Intermediate School District and Highfields, Inc. (2007)
7. 2006-2007 Health Department Budget Transfer Out in the Amount of \$747,155
8. Adoption of Purchasing Policies:  
2020 - Purchasing Procedures  
2030 - Professional Services
9. Budget Adjustment - Health Department

**E. Claims:**

Claims dated 7/1/06 - 7/31/06 and 8/1/06 - 8/31/06 as presented to and approved by the Standing Committees:

**July August**

- County Affairs \$ 148,563.11 \$ 431,203.75
- County Agencies 698,463.94 755,569.25
- Human Services 188,508.71 193,273.08
- Personnel & Finance 292,703.51 183,541.48

Duckham wants to pull Item D6. - Renewal of the Contract with the Probate System for more

discussion. Shotwell asks if Chairman of Personnel & Finance is aware of that now. Motion carried. Item B.1. was removed and sent to committee.

#### **STANDING COMMITTEES:**

##### **A. County Affairs - Commissioner Dave Lutchka**

1. County Affairs 9/5/06 Meeting Minutes. No action required.

2. Appointment to the Upper grand River Watershed Council- Six Public Members with terms to 5/2008.

*Moved by Lutchka*, to appoint James Tallman, Scott Ambs, Geoff Snyder, Joe Michalsky, James Spink and Dorothy Baugh to the Council. Motion carried.

3. Removal of a Board Member from the Mid-South Substance Abuse Commission

*Moved by Lutchka, supported by Mahoney* to remove a board member.

*Moved by Brittain, supported by Wilson* to table the issue. Roll Call: (on tabling issue)

(7) Nays - Herl, Lutchka, Reynolds, Videto, Shotwell, Mahoney & Gumbert; (4) Yeas - Brittain, Duckham, Smith & Wilson. The table motion is defeated

Mahoney reminded everyone that this was tabled last month because Gallant had not responded to any phone calls to give him an opportunity to resign from the Commission. It is the Board's request by unanimous decision to ask this Board to remove, which is what our process says. Wilson asked Mahoney if it would put the Board or Mid-South in any kind of legal jeopardy because Mr. Gallant contends that the County Commission was not properly notified based on your policy. Secondly, was there a quorum present at that Oct. 5 th meeting? Duckham is concerned that there is no proper paper trail. According to Mr. Gallant, there's nothing in the minutes. Mahoney asked Chairman Shotwell if Randy Treacher could speak.

Brittain feels that if Mr. Gallant cannot speak, then Randy should be allowed to speak either. Gumbert Calls for the Question at the same time Shotwell calls for the vote. (To keep Mr. Gallant on the Board, vote no) Roll Call: (8) Yeas - Herl, Lutchka, Reynolds, Videto, Shotwell, Mahoney, Smith & Gumbert; (3) Nays - Brittain, Duckham & Wilson. Motion carried.

##### **B. County Agencies - Commissioner Judy Reynolds**

1. County Agencies 9/5/06 Meeting Minutes. No action required.

2. Renew the 911 Service Agreement with the City of Jackson

*Moved by Reynolds, supported by Wilson*. Chairman Shotwell asked someone to make a motion to table at the request of the Under Sheriff. *Moved by Gumbert, supported by Herl* to table. Motion carried.

##### **C. Human Services - Vice-Commissioner Mahoney**

1. Human Services 9/5/06 Meeting Minutes. No action required.

2. Resolution (09-06.46) Adopting an FY 2007 Budget for the Jackson County Health Department.

*Moved by Mahoney, supported by Lutchka* to Adopt Resolution (09-06.46) Adopting a FY 2007 Budget for the Jackson County Health Department.

*Wilson moved, supported by Brittain*. to amend the automatic 5% increase that has been established for fees and services for fiscal year 2006-07 provided by the County Health Department. Mahoney reminds the commissioners that the 5% is in line with the plan of the Health Department and in line with the budget process that the county has laid out in its plan for how we are funding the Health Department and asks commissioners not to support this

amendment. Lutchka asked if the budget submitted by the Health Department was balanced. Wilson adds that we have not improved our standings in infant mortality, teenage pregnancy and other areas that keep Jackson County at the bottom of the list and has continued to do so for at least the four years that I've approved this operating budget. To reward the Health Department with an automatic 5% increase is out of line as it does exceed the cost of living for this year. Wilson supports withholding the 5% until the Health Department can start performing better.

Roll Call: (On Amendment) (3) Yeas- Brittain, Duckham & Wilson; (8) Nays. Amendment is defeated.

Roll Call on original Health Department Budget (9) Yeas, (2) Nays - Brittain & Wilson.

Motion carried.

**D. Personnel & Finance - Commissioner James Videto**

1. Personnel & Finance 9/6/06 Meeting Minutes. No action required.

2. Item D6 from Consent Agenda:

*Moved by Videto, supported by Mahoney* for Renewal of Independent Contract Agreement Between the Jackson County Circuit/Family/Probate Courts, the County of Jackson, the Jackson County Intermediate School District and Highfields, Inc. (2007).

Duckham would like to see some tracking done on this as was discussed in committee. It appears to be a successful program, but they only track it out so far. Wilson said they asked Agencies to provide the information by this evening to this commission but he doesn't see it and wondered if anyone from ISD was here tonight. (Larry Meesner came forward.)

*Moved by Wilson, supported by Gumberto* **Suspend the Rules** to allow Meesner to speak.  
Motion carried.

Larry Meesner, Interim President and CEO at Highfields spoke. He was at that meeting, but he's sorry that he didn't understand that you asked for additional information for this meeting. They did provide a packet of information in advance of the committee meeting. They talked about the 86% successful after one semester and 77% successful after one year. There would be no problem in the future identifying additional items to track if it is at all possible and legal. They would do that in the upcoming year.

Brittain asked what the average total per student is for the school year Meesner responded that the cost is \$15,000 per student and the cost to the county is \$2.53 per day. Brittain asked about home schooling for these individuals or to have their parents pay the difference over and above. Shotwell commented that these answers were in the packet handed out to each of them.

Videto feels they need information that goes further out because the response from your group is that this is a bargain compared to the alternative and the figures we're not getting is what - about that one or two years down the road. My personal opinion is if they're coming back into the system that you say we're keeping them out of, then it's not working. We at least need to go two years out and investigate that and see what we can find out because that's going to be telling us how successful the program is, not just a year after graduation or in that short interim period.

Wilson is disappointed because there was no follow-up. They were asked if you track social security numbers, is there a way to find out where some of these past students have ended up to tell us whether this program is working or not. The commissioners should have been provided this information prior to voting on this. Reynolds responded that she is the Chairman of that committee and they did ask those questions and were told that we probably could not get that information because it's private after 18 and that you (Meesner) would try in the future to get maybe some of them that you know where they're at and they are agreeable to this, but no time did we say that you had to bring that information tonight.

Roll Call: (10) Yeas; (1) Nay - Brittain. Motion carried.

3. Jackson Transportation Authority (JTA) Supplemental Appropriation Not to Exceed the Amount

of \$32,100 to support Operations and Budget Adjustment

*Moved by Videto, supported by Reynolds to approve the Jackson Transportation Authority Supplemental Appropriation not to exceed the amount of \$32,100 to support Operations with those funds coming from the County Contingency Fund.* Roll Call: (11) Yeas. Motion carried unanimously.

4. Renewal of Agreement for Economic Development Services Between Jackson County and the Enterprise Group of Jackson, Inc. (2007)

*Moved by Videto, supported by Mahoney to approve the Renewal of Agreement for Economic Development Services between Jackson County and the Enterprise Group of Jackson, Inc. for the year of 2007.* Roll Call: (10) Yeas; (1) Nay- Brittain.

5. Resolution (09-06.44) Refunding the County's Outstanding Bonds for the Wolf Lake Sewer Project

*Moved by Videto, supported by Duckham to adopt Resolution (09-06.44) Refunding the County's Outstanding Bonds for the Wolf Lake Sewer Project.* Roll Call: (11) Yeas. Motion carried unanimously.

6. Resolution (09-06.45) Accepting the Terms of the Michigan Natural Resources Trust Fund Development Project Agreement - Falling Water Trail Project

*Moved by Videto, supported by Reynolds to adopt Resolution (09-06.45) Accepting the Terms of the Michigan Natural Resources Trust Fund Development Project Agreement - Falling Water Trail Project.* Roll Call: (11) Yeas. Motion carried unanimously.

7. Lease Agreement for the County of Jackson to Lease 8 Miles of Land Owned by the State of Michigan for the Design, Development, and Management of the Falling Water Trail Project.

*Moved by Videto, supported by Mahoney to approve the Lease Agreement for the County of Jackson to Lease 8 Miles of Land Owned by the State of Michigan for the Design, Development, and Management of the Falling Water Trail Project.* Motion carried unanimously.

8. Proposal Award for Engineering Consulting Services (Prime Professional) for the Falling Water Trail Project - JJR Smith Group

*Moved by Videto, supported by Reynolds to award to JJR Smith Group for Engineering Consulting Services for the Falling Water Trail Project.* Motion carried unanimously.

9. Resolution (09-06.47) Adopting the FY 2007 Budget for the Jackson County Friend of the Court

*Moved by Videto, supported by Mahoney to adopt Resolution (09-06.47) Adopting the FY 2007 Budget for the Jackson County Friend of the Court.* Roll Call: (11) Yeas. Motion carried unanimously.

10. Resolution (09-06.48) County of Jackson Hospital Finance Authority Hospital Revenue and Refunding Bonds for the Benefit of W.A. Foote Memorial Hospital

*Moved by Videto, supported by Reynolds to adopt Resolution (09-06.48) County of Jackson Hospital Finance Authority Hospital Revenue and Refunding Bonds for the Benefit of W.A. Foote Memorial Hospital.* Roll Call: (11) Yeas. Motion carried unanimously.

Personnel & Finance concluded at 8:05 p.m.

#### UNFINISHED BUSINESS:

None

#### NEW BUSINESS:

*Moved by Mahoney, supported by Wilson to appoint a committee to discuss commission compensation for the next two years and also check with that commission to see if they would like to have that committee discuss the possibility for the next commission to operate as a Committee of the Whole. Chairman Shotwell would like to move this administratively to Personnel & Finance. The chairs of the committees sit on that committee and had invite all commissioners to participate in that committee meeting for that discussion.*



Brittain spoke regarding their new policy. If commissioners do attend, they are not allowed to speak during the meeting so what good would it be to be at the meeting. Chairman Shotwell indicated that Videto could suspend the rules as we did tonight and allow commissioners to speak. Motion carried.

**PUBLIC COMMENT:**

Public Comment began at 8:08 p.m. with Jim Gallant who was disappointed that this board has decided to remove him from the MSSAC with such flimsy accusations not supported by any documentation. He has the appeal going and it will be brought up to the Office of Drug Control Policy.

Public Comment closed at 8:11 p.m.

**COMMISSIONER COMMENTS:**

Reynolds brought to the attention of the board the letter that is in their boxes. As Chairman and Director of the NAACP, Reynolds asked them to attend the Freedom Fund banquet.

Brittain hopes that Judy will not put payment for this on your deductions and try to claim it on your vouchers.

Wilson spoke regarding a point of clarification on the County Agencies when Highfield and ISD was there. There was never anything brought up about 18 years old. Actually school districts are responsible for students until the age of 26 if they are handicapped or problem students. Wilson also spoke about the board member being removed tonight based on the information received and thinks it could have been presented better.

**CLOSED SESSION:**

*Moved by Videto, supported by Reynolds to go into Closed Session for the purpose of concluding the performance evaluation of the Administrator/Controller.* Motion carried unanimously.

(At about 8:17 p.m., the commissioners go into Closed Session.)

*Moved by Mahoney, supported by Duckham to come back into Open Session* at about 9:00 p.m. Motion carried.

*Moved by Mahoney, supported by Videto to Concur with the Separation Agreement with the County of Jackson and Robert C. Elliott hereafter to be deemed as the Employee.*

Wilson would like Item #6 on the Separation Agreement read into the public record by the Chair.

Shotwell read Item #6 from the separation agreement:

"The parties agree that for purposes of any unemployment compensation benefits for which the employee may be eligible, that employer recognizes and stipulates that the separation of employment was involuntary on the part of the employee."

Brittain will be voting against this. It's an Agreement that was made up without his knowledge and he thinks it's bad for three people to make the decision for a full board.

Wilson feels this is really putting us in a bad position because of the way the severance package was put together. Mr. Elliott had two very poor performance reviews and he feels that Bob is holding this county hostage by the threat of future litigation if we don't give in to what he feels is an absurd agreement for separation. If we were as disappointed as we should have been in those reviews, we should have taken the initiative to allow Mr. Elliott to resign and have a fair negotiated package and if that weren't the case, then based on his performance reviews and his apparent admission that he is not a candidate for improvement, that he just should have been terminated. Thereby, we are held liable for the \$100,000 separation agreement. But to allow Mr. Elliott to resign and also have to pay him the \$100,000 on top of that agreement is a real disservice to the taxpayers of Jackson County.

Duckham agrees with Wilson, however, he doesn't see any other way out of this. He thinks Bob Elliott is a damaged good right now and couldn't function as County Administrator. He's lost the confidence of county employees and the County Board of Commissioners. He'd rather vote to fire also.

Chairman Shotwell calls for any other comments. Hearing none, he asks for a vote and reminds commissioners that if they vote yes, they are concurring with the retirement.  
Roll Call: (9) Yeas; (2) Nays - Brittain & Wilson

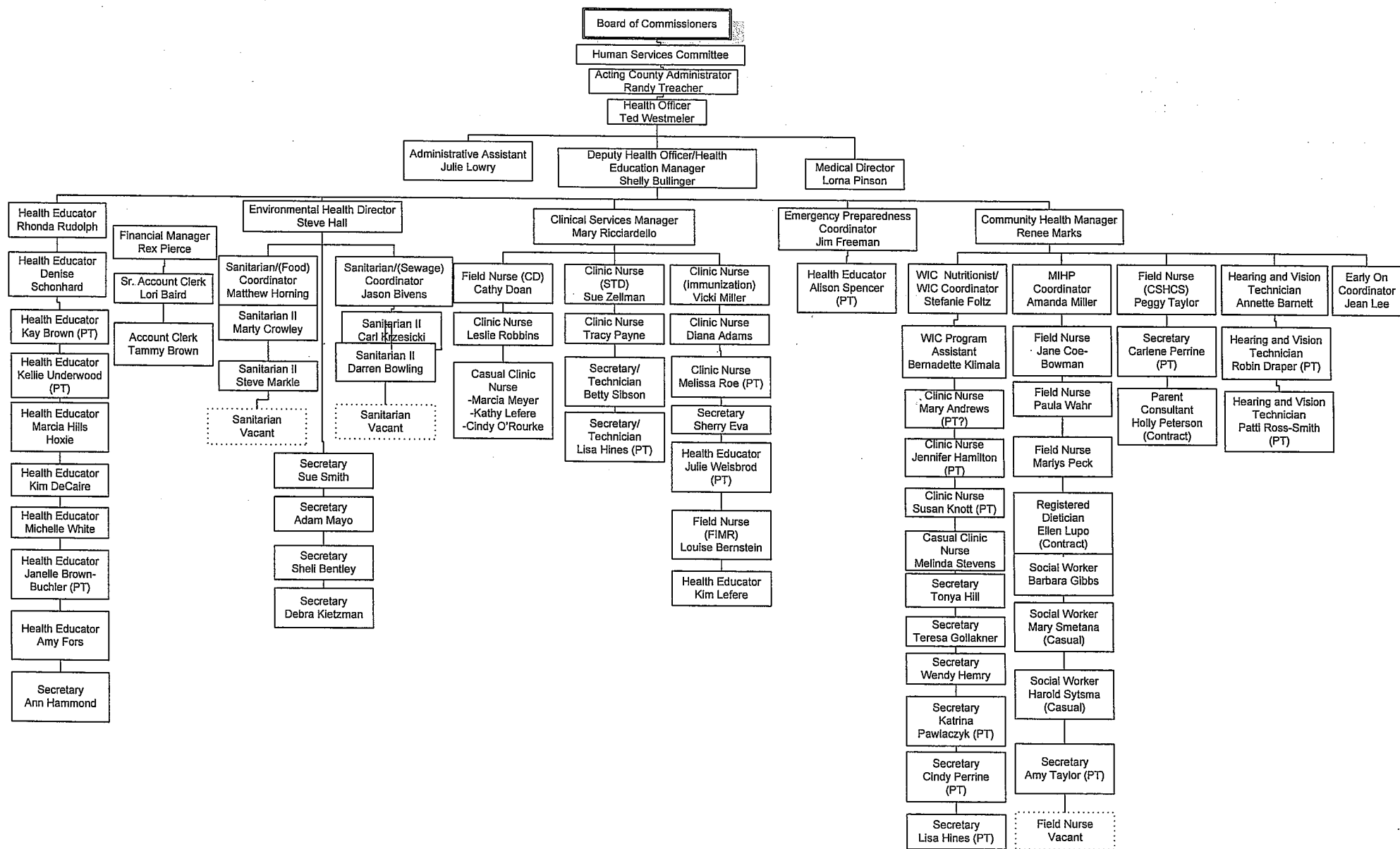
**ADJOURNMENT:**

*Moved by Gumbert, supported by Videto to Adjourn.* Motion carried.

The September 19, 2006 Regular Meeting of the Jackson County Board of Commissioners was adjourned at 9:04 p.m.

James E. Shotwell, Jr. - Chairman, Jackson County Board of Commissioners  
Sandra L. Crowley - Jackson County Clerk

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For comments or questions email the Webmaster at [webmaster@co.jackson.mi.us](mailto:webmaster@co.jackson.mi.us)  
This Page Originated November 2, 2006 & and was last revised Wednesday, March 21, 2007



# MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

## COVERAGE OVERVIEW

**Member:** County of Jackson **Member No:** 146  
**Date of Original Membership:** January 01, 1998  
**Overview Dates:** January 01, 2007 to January 01, 2008  
**Member Representative:** Randall Treacher **Telephone #:** (517) 788-4333  
**Regional Risk Manager:** Ibex Insurance Agency **Telephone #:** (248) 538-0470

### A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **County of Jackson** (hereinafter "Member") is eligible to be a Member of MMRMA. **County of Jackson** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

**County of Jackson** is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Overview summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Overview, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

### B. Member Obligation - Deductibles and Self Insured Retentions

**County of Jackson** is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **County of Jackson's** SIR and deductibles are as follows:

**Table I**  
**Member Deductibles and Self Insured Retentions**

| COVERAGE                | DEDUCTIBLE           | SELF INSURED RETENTION                          |
|-------------------------|----------------------|---|
| Liability               | None                 | \$100,000                                       |
| Vehicle Physical Damage | \$1,000 / Vehicle    | \$15,000 / Vehicle<br>\$30,000 / Occurrence     |
| Property and Crime      | \$1,000 / Occurrence | 10% of the remaining up to<br>\$100,000 of loss |
| Sewage System Overflow  | N/A                  | N/A   |

The Member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

The **County of Jackson** is afforded all coverages provided by MMRMA, except as listed below:

1. Sewage System Overflow
- 2.
- 3.
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

**County of Jackson** agrees to maintain, at all times, on account with MMRMA, sufficient funds to pay its SIR obligations. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

### **C. MMRMA Obligations - Payments and Limits of Coverage**

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

**TABLE II**  
**Limits of Coverage**

| Liability and Motor Vehicle Physical Damage             | Limits of Coverage Per Occurrence |             | Annual Aggregate |             |
|---|-----------------------------------|-------------|------------------|-------------|
|   | Member                            | All Members | Member           | All Members |
| 1 Liability   | 15,000,000                        | N/A         | N/A              | N/A         |
| 2 Judicial Tenure                                       | 100,000                           | N/A         | N/A              | N/A         |
| 3 Sewage Systems Overflows                              | 0                                 | N/A         | 0                | N/A         |
| 4 Volunteer Medical Payments                            | 25,000                            | N/A         | N/A              | N/A         |
| 5 First Aid   | 2,000                             | N/A         | N/A              | N/A         |
| 6 Vehicle Physical Damage                               | 1,500,000                         | N/A         | N/A              | N/A         |
| 7 Uninsured/Underinsured Motorist Coverage (per person) | 100,000                           | N/A         | N/A              | N/A         |
| Uninsured/Underinsured Motorist Coverage                | 250,000                           | N/A         | N/A              | N/A         |
| 8 Michigan No-Fault                                     | Per Statute                       | N/A         | N/A              | N/A         |
| 9 Terrorism   | 5,000,000                         | N/A         | N/A              | 5,000,000   |

| Property and Crime  | Limits of Coverage Per Occurrence |             | Annual Aggregate |             |
|---|-----------------------------------|-------------|------------------|-------------|
|   | Member                            | All Members | Member           | All Members |
| 1 Buildings and Personal Property   | 129,680,946                       | 300,000,000 | N/A              | N/A         |
| 2 Personal Property in Transit  | 1,000,000                         | N/A         | N/A              | N/A         |
| 3 Unreported Property   | 5,000,000                         | N/A         | N/A              | N/A         |
| 4 Member's Newly Acquired or Constructed Property                               | 5,000,000                         | N/A         | N/A              | N/A         |
| 5 Fine Arts   | 1,000,000                         | N/A         | N/A              | N/A         |
| 6 Debris Removal (25% of insured direct loss plus)                              | 25,000                            | N/A         | N/A              | N/A         |
| 7 Money and Securities  | 1,000,000                         | N/A         | N/A              | N/A         |
| 8 Accounts Receivable   | 1,000,000                         | N/A         | N/A              | N/A         |
| 9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit) | 0                                 | 5,000,000   | N/A              | N/A         |
| 10 Fire and Emergency Vehicle Rental (12 week limit)                            | 0                                 | N/A         | N/A              | N/A         |
| 11 Structures Other Than a Building   | 5,000,000                         | N/A         | N/A              | N/A         |
| 12 Storm or Sanitary Sewer Back-Up  | 1,000,000                         | N/A         | N/A              | N/A         |
| 13 Marine Property  | 250,000                           | N/A         | N/A              | N/A         |
| 14 Other Covered Property   | 10,000                            | N/A         | N/A              | N/A         |
| 15 Income and Extra Expense   | 1,000,000                         | N/A         | N/A              | N/A         |
| 16 Blanket Employee Fidelity  | 1,000,000                         | N/A         | N/A              | N/A         |
| 17 Earthquake   | 5,000,000                         | N/A         | 5,000,000        | 100,000,000 |
| 18 Flood  | 5,000,000                         | N/A         | 5,000,000        | 100,000,000 |
| 19 Terrorism  | 25,000,000                        | 25,000,000  | N/A              | N/A         |

**D. Contribution for MMRMA Participation**

County of Jackson

Period: January 01, 2007 to January 01, 2008

Coverages per Member Coverage Overview:

Stop Loss Coverage:

Member Loss Fund Deposit:

TOTAL ANNUAL CONTRIBUTIONS:

RECEIVED

FEB 12 2007

JACKSON COUNTY  
ADMINISTRATOR'S OFFICE

|    |         |
|----|---------|
| \$ | 598,619 |
| \$ | 0       |
| \$ | 50,000  |
| \$ | 648,619 |

**E. List of Addenda**

1. Sewer Exclusion
2. Limited Liability Coverage for Terrorism
3. Limited Property Coverage for Terrorism

Accepted by:

County of Jackson

MMRMA

Randall H. T. Neely  
Member Representative

C. J. Ma  
MMRMA Representative

2/14/07  
Date

1-1-07  
Date

## **LAWS APPLICABLE TO LOCAL PUBLIC HEALTH (LPH)**

### **Public Health Code (PA 368 of 1978)**

MCL § 333.1105 – Definition of Local Public Health Department  
MCL § 333.1111 – Protection of the health, safety, and welfare  
Part 22 (MCL §§ 333.2201 *et seq.*) – State Department  
Part 23 (MCL §§ 333.2301 *et seq.*) – Basic Health Services  
Part 24 (MCL §§ 333.2401 *et seq.*) – Local Health Departments  
Part 51 (MCL §§ 333.5101 *et seq.*) – Prevention and Control of Diseases and Disabilities  
Part 52 (MCL §§ 333.5201 *et seq.*) – Hazardous Communicable Diseases  
Part 53 (MCL §§ 333.5301 *et seq.*) – Expense of Care  
MCL § 333.5923 – HIV Testing and Counseling Costs  
MCL § 333.9131 – Family Planning  
Part 92 (MCL §§ 333.9201 *et seq.*) – Immunization  
Part 93 (MCL §§ 333.9301 *et seq.*) – Hearing and Vision  
MCL § 333.11101 – Prohibited Donation or Sale of Blood Products  
MCL § 333.12425 – Agricultural Labor Camps  
Part 125 (MCL §§ 333.12501 *et seq.*) – Campgrounds, etc.  
Part 127 (MCL §§ 333.12701 *et seq.*) – Water Supply and Sewer Systems  
Part 138 (MCL §§ 333.13801 *et seq.*) – Medical Waste  
(Required to investigate if complaint made and transmit report to  
MDCH – 13823 and 13825)  
MCL § 333.17015 – Informed Consent

### **Appropriations (Current: PA 349 of 2004)**

Sec. 218 – Basic Services  
Sec. 904 – LPHO

### **Michigan Attorney General Opinions**

OAG, 1987-1988, No 6415 – Legislative authority to determine appropriations for local health services  
OAG, 1987-1988, No 6501 – Reimbursement of local department for required and allowable services

### **Food Law of 2000 (PA 92 of 2000)**

MCL §§ 289.1101 *et seq.*

Specifically:

MCL § 289.1109 – Definition of local health department  
MCL § 289.3105 – Enforcement, Delegation to local health department

### **Natural Resources and Environmental Protection Act (PA 451 of 1994)**

Part 31- Water Resources Protection

Specifically: MCL §§ 324.3103 powers and duties and 324.3106 (establishment of pollution standards)



Part 22 - Groundwater Quality rules (on-site wastewater treatment)

Part 117 - Septage Waste Services

Specifically: MCL §§ 324.11701 - 324.11720

**Land Division Act (PA 288 of 1967)**

MCL § 560.105(g) - Preliminary Plat Approvals

MCL § 560.109a - Parcels less than 1 acre

MCL § 560.118 - Health Department Approval

**Condominium Act (PA 59 of 1978 as amended)**

MCL § 559.171a - Approval of Condominiums not served by public sewer and water

**Safe Drinking Water Act (PA 399 of 1976 as amended)**

MCL § 325.1016 - Public Water Supplies

Agreements with Local health departments to administer

This document may serve as a survey of appropriate laws, but may not be considered exhaustive or as a limit to responsibilities required by law.

**Jackson County Sanitary Code (1992)**

**Jackson County Ordinance No. 10 - Septage Waste Disposal Ordinance**

**Attachment E**

**LOCAL HEALTH DEPARTMENT (LHD)  
PLAN OF ORGANIZATION**

**APPROVAL FORM**

**This approval form is to be signed by the health officer and the chairperson of either the board of commissioners or board of health. In the case of a city health department, the mayor or city council president shall sign. Completion of this form is required and submitted to MDCH with the LHD Plan of Organization.**

I have reviewed the Plan of Organization for \_\_\_\_\_.  
(insert local health department name)

The Plan and related documentation accurately reflect the organization of services and programs for the area served by the local health department. We affirm this Plan, as submitted, fulfills all the requirements set forth in the LHD Plan of Organization Guide.

Health Officer Name: \_\_\_\_\_

Health Officer Signature: \_\_\_\_\_

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

Board Chairperson Name: \_\_\_\_\_

Board Name: \_\_\_\_\_

Chairperson Signature: \_\_\_\_\_

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

Comments:

**RESOLUTION (06-07.22)**  
**TO ALLOW THE JACKSON COUNTY LAND BANK AUTHORITY TO**  
**PURCHASE TWO FORECLOSED PROPERTIES FROM THE COUNTY**  
**OF JACKSON**

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 19<sup>th</sup> day of June, 2007.

PRESENT: Commissioners

ABSENT:

Commissioner      offered the following resolution and moved its adoption. The motion was seconded by Commissioner      :

**WHEREAS**, the Michigan Land Bank Fast Track Authority (“Authority”) was created as a public body corporate and politic within the Michigan Department of Labor and Economic Growth, a principal department of the executive branch of the state government, under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, and is authorized to enter into an intergovernmental agreement with a county foreclosing governmental unit providing for the creation of a county authority to exercise the powers, duties, functions, and responsibilities of an authority under that act; and,

**WHEREAS**, the two parcels of real property in question are located in the City of Jackson, County of Jackson, State of Michigan, further described as, Property Tax ID 8-1998, otherwise known as 1407 Cooper Street; and Property Tax ID 6-1730, otherwise known as 1701 Mitchell Street, where foreclosed upon on April 2, 2007 pursuant to Public Act 123 of 1999 for delinquent taxes, and

**WHEREAS**, the minimum bid to purchase parcel 8-1998, otherwise known as 1407 Cooper Street, is \$6,107.43; and parcel 6-1730, otherwise known as 1701 Mitchell Street, is \$4,266.23, and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF JACKSON, MICHIGAN THAT:**

The Jackson County Land Bank Authority may purchase said properties located in the City of Jackson, County of Jackson, State of Michigan, contingent upon the State of Michigan’s first right of refusal and the City of Jackson’s first right of refusal, pursuant to Public Act 123 of 1999, MCL 211.78m, for stated minimum bids.

The provisions of this resolution shall be effective upon its approval.

**Roll Call:** ( ) Yeas. Commissioners

**NAYES:** ( )

**ABSENT:** ( )

**RESOLUTION (06-07.22) DECLARED ADOPTED.**

**STATE OF MICHIGAN    }**  
                                  **} SS**  
**COUNTY OF JACKSON    }**

**I, SANDRA L. CROWLEY**, County Clerk of the County of Jackson, Michigan, and Clerk of the Jackson County Board of Commissioners, and Clerk of the Circuit Court for said County, do hereby certify that the foregoing is a copy of a Resolution adopted by the Jackson County Board of Commissioners of the County of Jackson, State of Michigan on June 19, 2007 and 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.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand, and affixed the seal of said Court and County this 19th day of June, 2007.

---

Sandra L. Crowley, Clerk  
County of Jackson

**SEAL**

**REQUEST FOR RE-ORGANIZATION  
UNDER FOC STRATEGIC PLAN TO  
CREATE AND ABOLISH POSITIONS**

In the past, there have been nine caseworker positions within the FOC office all working on a caseload split as individuals and under the concept of specializing in one or two functions only. The primary role has been to handle client complaints for non-paying parents and set and hold show cause hearings on that basis. The caseload has been divided with four concentrating on child support enforcement, one on parenting time enforcement, one on medical enforcement, two on support modification and one on the Michigan Works Program recruitment. The caseload split has been about 3000 cases per support enforcement worker.

The proposed plan is to re-organize the enforcement unit to become four teams with two Enforcement Specialists per team coupled with two accounting and data processing staff per team. The caseload split would be about 1875 cases per Enforcement Specialist and would allow a more proactive approach to the overall enforcement. This approach will enable each team to perform all the enforcement tasks, child support, parenting time, medical and support modifications and enable them to better work and manage the assigned caseload split.

This approach meets the recommended standard of the State Court Administrative Office and will enable the team to monitor their caseload and allow the MiCSES child support computer system to be utilized to its full potential. It will enable the teams to work more efficiently in performing interoffice duties, that is accounting and enforcement tasks and increase morale and teamwork

The benefit to the county is a cost savings of between \$51,000 and \$60,000 per year in wages. Current employed caseworkers are paid at a pay grade of 11 and the new job description approved by HR and Administration places these workers at the pay grade of 9. Existing level 11 workers will remain in their current pay scales until they leave, being replaced by the new position at level 9 pay grade. While they remain they will act as the team leaders of the teams for the sake of more efficient transition to this new approach. No one will lose his or her current position. Currently there are two pay grade 11 positions open due to recent retirements. Two more will be open by the end of 2007 due to retirements.

The request is to create the pay grade 9 position called Enforcement Specialist that will replace the pay grade 11 positions as workers vacate those positions.

Respectfully submitted,

Andy Crisenbery  
Friend of the Court

**RESOLUTION (06-07.20)**  
**AUTHORIZING INTERGOVERNMENTAL TRANSFER FOR**  
**INDIGENT CARE AGREEMENT FOR JACKSON COUNTY**

**WHEREAS**, Jackson County is committed to supporting programs that provide access to appropriate health care services for low-income residents of Jackson County;

**WHEREAS**, the Federal government has approved Michigan's Medicaid State Plan Amendment TN No. 05-13, effective June 1, 2006, which creates an "Indigent Care Agreements Pool" for hospitals qualifying for Medicaid Disproportionate Share ("DSH") payments to receive DSH payments under the Indigent Care Agreements Pool so long as: (a) the hospital has an Indigent Care Agreement with a local health care entity, such as Jackson Health Plan Corporation; and (b) the Indigent Care Agreement stipulates that direct or indirect health care services be provided to low-income patients with special needs who are not covered under other public or private health care programs:

**WHEREAS**, Jackson Health Plan Corporation's purposes include promoting, organizing, managing and administering programs to create a system for providing or arranging and paying for health care services in a cost effective manner for persons unable to pay for such health care services;

**WHEREAS**, Jackson Health Plan Corporation has entered into an Indigent Care Agreement with W.A. Foote Memorial Hospital, requiring Jackson Health Plan Corporation to directly or indirectly operate a program of arranging and paying for health care to low-income individuals with special needs who are not covered under other public or private health care programs and who are unable to pay for such services;

**WHEREAS**, both the Federal government and the State of Michigan participate in the financing of the Indigent Care Agreements Pool, with the Federal government matching the State's portion pursuant to the Federal medical assistance percentage formula;

**WHEREAS**, certain intergovernmental transfers of public funds from Jackson County may be made to the State of Michigan to be used as the State's share in claiming the Federal match.

**NOW, THEREFORE, BE IT RESOLVED**, that the Jackson County Board of Commissioners hereby authorizes intergovernmental transfers in an amount of \$450,000 annually, to the State of Michigan for the purpose of participating in the financing of the non-federal share of DSH payments made under the Indigent Care Agreements Pool to W.A. Foote Memorial Hospital, so long as Jackson Health Plan Corporation maintains a current Indigent Care Agreement with W.A. Foote Memorial Hospital.

---

James E. Shotwell, Jr., Chairman  
Jackson County Board of Commissioners  
June 19, 2007



ROBERTS & ASSOCIATES, AIA

2652 SPRING ARBOR ROAD

JACKSON, MICHIGAN

4 9 2 0 3

TELEPHONE  
517-782-3800

FACSIMILE  
517-782-3881

RECEIVED

JUN 04 2007

JACKSON COUNTY  
ADMINISTRATOR'S OFFICE

June 1, 2007

Mr. Randall W. Treacher  
Jackson County Tower Building  
120 W. Michigan Ave.  
Jackson, Michigan 49201

Dear Randy,

I have reviewed the bids we received yesterday for the Vehicle Maintenance Building at Charter Road and make the following recommendation.

We received five bids which were all from qualified General Contractors with the low bidder being R.W. Mercer Construction Co. Their bid was in the amount of \$64,112.00. Mercer's construction period of 45 days is very realistic and their percent of mark-up was also the lowest at 10%.

Per your request, I met with Mr. Matt VanEpes with R.W. Mercer to confirm that they have included everything in their bid and did not have any questions or concerns. They informed me that their bid is all inclusive and they are very confident on doing a great job for the county.

I recommend R.W. Mercer Construction Co. for the award of the construction contract. Should there be any questions regarding this recommendation, please let me know and I will be happy to help.

Sincerely,

Donn B. Roberts, AIA  
Roberts and Associates, AIA

DBR/clr

# BID TABULATION

May 31, 2007

## JACKSON COUNTY VEHICLE MAINTENANCE GARAGE

| <u>GENERAL<br/>CONTRACTOR</u>        | <u>BASE BID</u> | <u>CONSTRUCTION<br/>PERIOD</u> | <u>PERCENT OF<br/>MARKUP</u> | <u>ADDENDUM</u>      |
|--------------------------------------|-----------------|--------------------------------|------------------------------|----------------------|
| Adams Building<br>Contractors, Inc.  | 68,500          | 21 days                        | 12%                          |                      |
| O'Harrow<br>Construction Co          | 106,995         | 42 days                        | 12%                          |                      |
| Prominent Design<br>And Build        | 77,742          | 60 days                        | 15%                          | voluntary alternates |
| R.W. Mercer<br>Construction Co.      | 64,112          | 45 days                        | 10%                          |                      |
| Sharp and Soltis<br>Construction Co. | 66,950          | 21 days                        | 15%                          | no bond              |



**From:** Randy Treacher  
**To:** Susanne Schweizer  
**Date:** 6/4/2007 6:08:26 PM  
**Subject:** Fwd: Part-time 4-H Program assistant position

did I send this to you?

>>> Jan Seitz 06/01/07 12:13 PM >>>

Randy,

I would like to request the elimination of our part-time program assistant position for 4-H. I would like to use the money from the current position with additional support from my current budget to hire a 50% 4-H agent through Michigan State University. We would need to enter in a MOU for this position with Michigan State University. This would be like our other contractual agreements that we currently have with Michigan State University. The position would give Jackson County the equivalent of 1 and 1/10th professional 4-H agent as opposed to the 60 percent we currently have. We would be sharing this position with Calhoun County and would like it to start July 1, 2007. Please advise me of any additional steps I need to take to proceed with this request.

Sincerely,  
Jan

MEMORANDUM OF AGREEMENT  
between the  
Jackson County, Michigan, Board of Commissioners  
and  
MICHIGAN STATE UNIVERSITY EXTENSION

This agreement is entered into in good faith by Jackson County Board of Commissioners and Michigan State University Extension whereby the following is hereby mutually agreed:

1. That the position of 4-H Youth Development Educator shall be created and assigned to Jackson County on a 50% basis.
2. That Michigan State University Extension shall employ a qualified person to fill this position per Michigan State University employment policies and procedures.
3. That the Jackson County Board of Commissioners shall provide a grant to Michigan State University Extension to finance 33% of the salary and fringe benefit costs for this position.
4. That this grant shall be adjusted in accordance with Michigan State University Extension pay increases as approved by the Michigan State University Board of Trustees and is therefore subject to revisions in amount necessary to meet 33% of said salary increases.
5. That the Jackson County Board of Commissioners shall make payable to Michigan State University Extension a sum of money equal to 33% of total position salary costs in monthly installments with payment due within 30 days upon receipt of billing statement.
6. That Michigan State University Extension shall assume liability for worker's compensation and unemployment compensation.
7. That the Jackson County Board of Commissioners shall supply adequate office furniture and facilities, office supplies and equipment, and secretarial assistance; and shall cover travel reimbursement, per diem and other costs associated with carrying out the position's responsibilities according to county guidelines.
8. That the person occupying this position shall be an employee of Michigan State University and shall be subject to the same terms of employment, supervision and control as any other so classified employee of Michigan State University Extension.
9. That this agreement shall cover the period beginning July 1, 2007 and will continue, without the necessity for renewal, until terminated by either party provided a written notice of such intent is given to the other party at least one hundred twenty (120) days prior to the intended termination date.

|      |  |
|------|--|
| Date | Chairperson, _____ County Board of Commissioners |
| Date | County Clerk, _____ County                       |
| Date | County Extension Director, _____ County          |
| Date | Director, Michigan State University Extension    |

# Memorandum

**To:** Randy  
**From:** Gerard  
**CC:** Treasurer's Office  
**Re:** misc budget adjustments

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**Below are a couple of Budget adjustments received from Treasurer's office:**

|   |                    |
|---|--------------------|
| 101253-403050 County Summer Tax Penalty | \$ 70,000 Increase |
| 101890-989000 Contingency               | \$ 70,000 Increase |

There was no amount originally budgeted.

|  |                    |
|--|--------------------|
| 618100-965101 Transfer to General Fund | \$ 33,835 Increase |
| 618100-69900 From Fund Balance         | \$ 33,835 Increase |
| 101981-695618 Transfer in Fund 618     | \$ 33,835 Increase |
| 101890-989000 Contingency              | \$ 33,835 Increase |

This is a result of additional earnings from operations.

Prepared 5/22/07- RRP

## SUMMARY OF BUDGET ADJUSTMENTS (YE 9/30/2007)

| Expenditure Accounts                     | Current Budget | Health Department |                   | Amended Budget |
|--|----------------|-------------------|-------------------|----------------|
|  |                | (NET)<br>Increase | (NET)<br>Decrease |                |
| 100 - ADMINISTRATION                     | \$658,378      | \$70,452          | \$70,452          | \$658,378      |
| 160 - HEALTH EDUCATION                   | \$236,561      |                   |                   | \$236,561      |
| 175 - EMERGENCY PREPAREDNESS             | \$204,894      | \$5,000           | \$5,000           | \$204,894      |
| 200 - ENVIRONMENTAL HEALTH               | \$863,827      | \$9,398           | \$9,398           | \$863,827      |
| 300 - GENERAL NURSING                    | \$207,036      | \$3,324           | \$3,324           | \$207,036      |
| 301 - MSS/ISS (MIHP)                     | \$451,545      | \$31,240          | \$31,240          | \$451,545      |
| 310 - IMMUNIZATIONS                      | \$316,112      | \$700             | \$700             | \$316,112      |
| 312 - EARLY ON                           | \$163,622      | \$1,800           | \$1,800           | \$163,622      |
| 313 - STD PROGRAM                        | \$113,780      | \$653             | \$653             | \$113,780      |
| 320 - INFANT MORTALITY & PREV (NOTE # 1) | \$132,276      | \$25,389          | \$72,793          | \$84,872       |
| 341 - CSHCS PROGRAM                      | \$73,985       | \$873             |                   | \$74,858       |
| 417 - HEARING & VISION                   | \$81,648       | \$1,100           | \$1,100           | \$81,648       |
| 451 - MEDICAID OUTREACH & ADVOCACY       | \$21,210       |                   |                   | \$21,210       |
| 460 - WIC (NOTE # 2)                     | \$534,132      | \$25,382          | \$7,500           | \$552,014      |
| 616 - AIDS COUNSELING & TESTING          | \$17,385       |                   |                   | \$17,385       |
| 630 - TOBACCO REDUCTION COAL.            | \$15,113       |                   |                   | \$15,113       |
| 634 - IMMUNIZATON ACTION PLAN            | \$79,422       |                   |                   | \$79,422       |
| 635 - CAR SEAT RENTAL PROGRAM            | \$64,257       | \$1,000           | \$1,000           | \$64,257       |
| 639 - COMMUNITY HEALTH ASSESSMENT        | \$40,000       |                   |                   | \$40,000       |
| 655- TEEN PREG PREVENTION (NOTE # 3)     | \$0            | \$6,899           |                   | \$6,899        |

NOTE # 1- Transferred JCCF grant to the Foundation for a Healthy Community (Foote Hospital)

NOTE # 2- Awarded additional State CPBC grant funding from Federal funds

NOTE # 3- Carryover of unspent grant funding from United Way for FY 05/06

|              |                    |                  |                  |                    |
|--------------|--------------------|------------------|------------------|--------------------|
| <b>Total</b> | <b>\$4,275,183</b> | <b>\$183,210</b> | <b>\$204,960</b> | <b>\$4,253,433</b> |
|--------------|--------------------|------------------|------------------|--------------------|

Decrease in Expenditures by

**\$21,750**

Prepared 5/22/07- RRP

**SUMMARY OF BUDGET ADJUSTMENTS (YE 9/30/2007)**

**Health Department**

| <u>Revenue Account</u>             |             | <u>Current Budget</u> | (NET)<br><u>Increase</u> | (NET)<br><u>Decrease</u> | <u>Amended Budget</u> |
|------------------------------------|-------------|-----------------------|--------------------------|--------------------------|-----------------------|
| 100 - ADMINISTRATION               | ( NOTE # 4) | \$926,876             | \$3,129                  | \$176,208                | \$753,797             |
| 160 - HEALTH EDUCATION             |             | \$93,736              |                          |                          | \$93,736              |
| 175 - EMERGENCY PREPAREDNESS       | (NOTE # 5)  | \$250,743             | \$8,794                  |                          | \$259,537             |
| 200 - ENVIRONMENTAL HEALTH         |             | \$899,345             |                          |                          | \$899,345             |
| 300 - GENERAL NURSING              |             | \$54,735              |                          |                          | \$54,735              |
| 301 - MSS/ISS (MIHP)               | (NOTE # 6)  | \$403,075             | \$193,245                | \$51,275                 | \$545,045             |
| 310 - IMMUNIZATIONS                | (NOTE # 7)  | \$354,016             | \$35,612                 |                          | \$389,628             |
| 312 - EARLY ON                     | (NOTE # 8)  | \$166,951             | \$4,112                  |                          | \$171,063             |
| 313 - SEXUALLY TRANSMITTED DIS     |             | \$82,963              | \$55                     |                          | \$83,018              |
| 320 - INFANT MORTALITY & PREV      | (NOTE # 9)  | \$153,635             | \$26                     | \$64,975                 | \$88,686              |
| 341 - CSHCS PROGRAM                |             | \$70,296              | \$1,411                  | \$538                    | \$71,169              |
| 417 - HEARING & VISION             |             | \$54,735              |                          |                          | \$54,735              |
| 451 - MEDICAID OUTREACH & ADVOCACY |             | \$14,965              |                          |                          | \$14,965              |
| 460 - WIC                          | (NOTE # 10) | \$586,848             | \$17,882                 |                          | \$604,730             |
| 616 - HIV/AIDS COUNSELING          |             | \$18,518              |                          |                          | \$18,518              |
| 630 - TOBACCO REDUCTION COALIT     |             | \$15,000              |                          |                          | \$15,000              |
| 634 - IMMUNIZATION ACTION PLAN     |             | \$67,380              |                          |                          | \$67,380              |
| 635 - CAR SEAT RENTAL PROGRAM      |             | \$61,366              |                          |                          | \$61,366              |
| 639 - COMMUNITY HEALTH ASSESSMENT  |             | \$0                   |                          |                          | \$0                   |
| 655 - TEEN PREG PREVENTION         | (NOTE # 11) | \$0                   | \$6,980                  |                          | \$6,980               |

NOTE # 4- Need less funding from Prior Year Fund Balance due to increased revenues from other orgkeys

NOTE # 5- Awarded additional State CPBC grant funding from Federal funds

NOTE # 6- Includes MCBR funding from prior year (received late from State)

NOTE # 7- Includes MCBR funding from prior year (received late from State)

NOTE # 8- Awarded additional grant funding from JCISD

NOTE # 9- Transferred grant from JCCF to Foundation for a Healthy Community (Foote Hospital)

NOTE # 10- Awarded additional State CPBC grant funding from Federal funds

NOTE # 11- Carryover of unspent grant money from United Way ffrom FY 05/06

|              |  |                    |                  |                  |                    |
|--------------|--|--------------------|------------------|------------------|--------------------|
| <b>Total</b> |  | <b>\$4,275,183</b> | <b>\$271,246</b> | <b>\$292,996</b> | <b>\$4,253,433</b> |
|--------------|--|--------------------|------------------|------------------|--------------------|

**Decrease in Revenue by**

**\$21,750**

5/23/07

To: Ted Westmeier  
Health Officer, JCHD

#### Budget Adjustment Request (JUNE, 2007)

It is my recommendation that the Health Department request budget adjustments in June, 2007 in order to reflect changes in revenues and expenses with state and grant funded programs. No additional county allocation funding is being requested. As a result of receiving substantial late payments of Medicaid cost-based reimbursements (from FY 05/06) as well as partial prepayments for the current year, we expect to need far less money from our fund balance than previously estimated.

For most of the orgkeys, we are just asking to move some expense authorizations from one line item to a different line item. Included in the request for Orgkey 221100 is \$10,000 that we would like added to our capital outlay line item & we are proposing to reduce other line items in that orgkey to make up that difference. The \$10,000 would be used to augment the outdoor signage costs for the Human Services Building, and to modify the customer greeting area inside the lobby of the Health Department. Our internal strategic planning teams placed both of these items high on the priority list for the department.

The following items on the budget summaries need additional explanation:

- NOTE # 1- (Orgkey 221320)- JCHD transferred a grant from the Jackson County Community Foundation to the Foundation for a Healthy Community (Foote Hospital) in order to give the pre-natal task force better oversight on this collaborative effort within the county. This lowered both revenue (NOTE # 9) & expense (NOTE # 1) budget estimates.
- NOTE # 2- (Orgkey 221460)- The WIC program was awarded additional state grant funding of more than \$17,000 which allowed more resources to be used in serving the needs of county residents. This increased both revenue (NOTE # 10) & expense (NOTE # 2) budget estimates.
- NOTE # 3- (Orgkey # 221655)- JCHD received a \$20,000 grant during FY 05/06, but the grant period covered parts of 2 fiscal years. The unspent funds from FY 05/06 need to be spent in FY 06/07. (See NOTE # 11 also).
- NOTE # 4- (Orgkey 221100)- As a result of revenue increases from Medicaid cost-based reimbursements shown in NOTES 6 & 7, JCHD expects to reduce the money used from the fund balance by \$176,208.
- NOTE # 5- (Orgkey 221175)- The state increased the Pandemic Flu grant by \$8,794 more than originally estimated.

- NOTE # 6- (Orgkey 221301)- Due to Medicaid cost-based reimbursement payments by the state for the Maternal & Infant Health program, we expect to receive \$141,970 more than originally budgeted for.
- NOTE # 7- (Orgkey 221310) – Due to Medicaid cost-based reimbursement payments by the state for the Immunization program, we expect to receive \$35,612 more than originally budgeted for.
- NOTE # 8- (Orgkey 221312)- JCHD received \$4,112 more in grant funding for the Early On program from the Jackson County Intermediate School District than originally budgeted for.
- NOTE # 9- (Orgkey 221320)- See comments in NOTE # 1. Revenues are being decreased by \$64,975 to reflect the transfer of this grant.
- NOTE # 10- (Orgkey # 221460)- See comments in NOTE # 2. The increase in state grant funds amounted to more than \$17,000 than originally budgeted for.
- NOTE # 11- (Orgkey # 221655)- See comments in NOTE # 3. The unearned grant money from United Way for the Teen Pregnancy Prevention Planning grant for FY 05/06 of \$6,980 needs to be carried over to FY 06/07.

We will forward to Randy the paper copies of complete detail schedules for all 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

**From:** Karen Robinson  
**To:** Randy Treacher  
**Date:** 6/4/2007 4:21:09 PM  
**Subject:** Fwd: Re: Bench Warrant Fund Monies - FOC FY 2006/2007 Budget

We have received our third payment for \$5,883.10, as Wayne Maybaugh (DHS-OCS) indicated we would in the attached, which brings our total BWEF grant to \$28,616.60.

Can you adjust our "Bench Warrant Revenue" line item (i.e., 215.143.561.215), as well as our "Bench Warrant Expense" line item (i.e., 215.143.803.215), from \$10,187 to \$28,616.60 as well? Or, will this require Andy to submit a memo to you, which must be presented to County Agencies and/or Personnel and Finance? If it requires the latter, do we have time to get this on next week's agenda?

Thanks for your assistance in this matter.

Please cc Andy on your reply.

**CC:** Andy Crisenbery; Gerard Cyrocki; Karen Robinson



County Affairs  
Motions

June 19, 2007

1. Motion: Appoint one public member to the County Building Authority, term to 6/2010
2. Motion: Appoint one public member to the Jackson Transportation Authority, term to 3/2008
3. Motion: Appoint three public members to the Brownfield Redevelopment Authority, terms to 3/2010
4. Motion: Approve Airport Grant with MDOT for Runway 14-32 Phase One
5. Motion: Approve Mead and Hunt Construction Administration Contract
- roll call* 6. Motion: Approve Resolution (06-07.21) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2007-0615 (Federal Project #B-26-0051-1707), for Extension of Runway 14-32 (Phase I) Part 405 Survey; FAA Reimbursable Agreement as Further Defined in (Contract No. 38-01-C69) at the Jackson County Airport

Commissioner Board Appointments – June 2007

| <u>BOARD</u>  | <u>NEW<br/>TERM<br/>EXPIRES</u> | <u>CURRENT MEMBER</u> | <u>APPLICANTS</u>                                     | <u>COMMITTEE<br/>RECOMMENDED<br/>APPOINTMENTS</u> |
|---|---------------------------------|-----------------------|---|---|
| <u>County Building Authority</u><br>1) Public Member          | 6/2010                          | Ric Scheele           | Ric Scheele   | Ric Scheele                                       |
| <u>Jackson Transportation Authority</u><br>1) Public Member   | 3/2008                          | tbd                   | Melissa Callison<br>Jennifer Allen<br>Philip Moilanen | Philip Moilanen                                   |
| <u>Brownfield Redevelopment Authority</u><br>1) Public Member | 3/2010                          | Dale Moretz           | Dale Moretz   | Dale Moretz                                       |
| 2) Public Member  | 3/2010                          | Jeanne Laimon         | Jeanne Laimon   | Jeanne Laimon                                     |
| 3) Public Member  | 3/2010                          | James Glen            | James Glen  | James Glen  |