

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



BOARD OF COMMISSIONERS

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

ELECTED OFFICIALS

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

COUNTY STAFF

**Michael Overton, Administrator/Controller
Adam Brown, Deputy Administrator
Charles Adkins, Circuit Court Administrator
Tammy Bates, District Court Administrator
Andy Crisenbery, Friend of the Court
Jim Latham, Finance Officer
Connie Frey, IT Director
Brandon Ransom, Parks Director
Teresa Hawkins, Youth Center Director
Ruth Scott, Equalization Director
Crystal Dixon, Human Resources Director
Dr. John Maino, Medical Director
Kent Maurer, Airport Manager
Ric Scheele, Director-Fleet & Facilities Opns.
Matt Shane, MSU Ext.-District Coordinator
Marce Wandell, Department on Aging Director
Dave Welihan, Veterans Affairs Officer
Ted Westmeier, Health Officer**

County Commission Agenda June 19, 2012

Order of Business:

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

Public Comment

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

Consent Agenda

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

Standing Committees

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

Closed Session

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

"Your interest in your County Government is appreciated"

AGENDA
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
June 19, 2012
7:00 p.m.
County Commission Chambers

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

1. **CALL TO ORDER** – *by Chairman Steve Shotwell*
2. **INVOCATION** – *by Chairman Steve Shotwell*
3. **PLEDGE OF ALLEGIANCE** – *by Jakob Rankin - 5th grader Hanover Horton Elementary
Winner of Math Quest Challenge promoting County's Math Makes a Difference Website*
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS** – None.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS** – None.
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES** – None.
11. **MINUTES** - Minutes of the 5-15-12 Regular Meeting of the Jackson County Board of Commissioners

Attachments:

*5-15-12 Regular Meeting Minutes

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

A. County Policy

1. **Reviewed – Policy 900 – Fiscal Policies**
2. **Revised – Policy 1150 – Full Faith and Credit**

Attachments:

*Policy 900

*Policy 1150

B. County Affairs & Agencies

2. L- 4028, Millage Reduction Fraction Report to all Taxing Units

Attachment:

* Millage Reduction Fraction Report to all Taxing Units

3. L- 4029, County Tax Rate (Millage) Request

Attachment:

* County Tax Rate (Millage) Request

3. L- 4034, County Millage Reduction Fraction Calculations

Attachment:

*County Millage Reduction Fraction Calculations

*County Millage Reduction Fraction Calculations B

4. L- 4046, Taxable Values & PRE / Non-PRE Report

Attachment:

* Taxable Values & PRE / Non-PRE Report

**5. Resolution (06-12.23) Amendment MDOT Project: 2009-0414/A1,
Federal Project: B-26-0051-2407 for Land Acquisition/Easement Consultant
Acquisition Costs of Parcel**

Attachments:

*Resolution (06-12.23)

*Memo from Airport Manager and attachments

**6. Resolution (06-12.27) Supporting Designation of the Region 2 Planning Area as
Economic Development District**

Attachment

*Memo from Principal Planner

*Resolution 06-12.27

7. Donation Report

Attachment:

*Parks Donation Report

8. Resolution (06-12.24) Jackson District Library Day

Attachment:

*Resolution 06-12.24

C. Human Services – None.

D. Personnel & Finance

9. Enterprise Group

Attachments:

*Contract

10. Region 2 Planning Commission

Attachments:

*Agreement

11. Jackson Traffic Safety Program

Attachment

*Agreement

12. Budget Adjustments

a. Human Resources/Pension Department

Attachments:

*Memo from Acting Finance Officer and financials

E. Other Business

7. Claims – May 1-31, 2012

Attachments: None.

13. STANDING COMMITTEES

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

B. County Affairs & Agencies – Commissioner Dave Lutchka

1. Appointments

- a. **Joint Airport Zoning Board** – 1 Public Member from Grass Lake, Norvell or Waterloo Townships, term to 4/2015
- b. **Farmland Preservation Committee** – 1 public member, 1 elected Township official, 1 public member with agricultural interest, terms to 6/2015 and 1 Commissioner member, term to 6/2013
- c. **County Building Authority** – 1 public member, term to 6/2015

Attachments:

*Commissioner Board Appointments

*Applications

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

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

14. UNFINISHED BUSINESS

(from Commissioner Comments at Board meeting)

A. Options for Riverwalk Hotel demolition site

Attachment

*Administrator/Controller's Recommendation

15. NEW BUSINESS – None.

16. PUBLIC COMMENTS

17. COMMISSIONER COMMENTS

18. CLOSED SESSION – None.

19. ADJOURNMENT

MINUTES
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
May 15, 2012
7:00 p.m.
County Commission Chambers

1. **CALL TO ORDER** – Chairman Steve Shotwell called the May 15, 2012, Jackson County Board of Commissioners Meeting to order at 7:00 p.m.
2. **INVOCATION** – *by Commissioner James Videto*
3. **PLEDGE OF ALLEGIANCE** – *by Elyse Vivian, 2nd grader at Western Schools Bean Elementary*
4. **ROLL CALL** – *County Clerk Amanda Riska*

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

(1) Absent. Commissioner Smith.
5. **APPROVAL OF AGENDA**

Moved by Mahoney, supported by Way for Approval of the Agenda. Motion carried.
6. **AWARDS & RECOGNITIONS** – None.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS**

A. **Public Hearing – Resolution (05-12.19) Approving the Amended Brownfield Redevelopment Plan for K2 Property, LLC in Summit Township**

Amy Torres from the Brownfield Authority gave a brief summary.

Moved by Mahoney, supported by Way to Approve Resolution (05-12.19) Approving the Amended Brownfield Redevelopment Plan for K2 Property, LLC in Summit Township.
Roll Call: (11) Yeas. Motion carried unanimously.
9. **PUBLIC COMMENTS**

Teresa Abbey asked for appointment to the Region 2 Planning Commission.

Mark Baker, Career Quest, notified the Board that Career Quest has achieved the status of a degree granting institute of higher education and is now Jackson's fourth college.

Jeff Peterson spoke in support for Melissa Carlson to be appointed to the LifeWays board.
10. **SPECIAL MEETINGS OF STANDING COMMITTEES**

A. **Policy Committee**

1. **Revised – Policy 1130 – Investment Policy**
2. **New Administrative Policy 5310 – County Right of Refusal**

The meeting adjourned briefly to allow the commissioners on the Policy Committee to meet behind Cmr. Elwell's chair.

11. **MINUTES** - Minutes of the 4-17-12 Regular Meeting of the Jackson County Board of Commissioners

Moved by Mahoney, supported by Duckham to Approve the Minutes of the 4/17/12 Regular Meeting of the Jackson County Board of Commissioners. Motion carried.

12. **CONSENT AGENDA**

Moved by Mahoney, supported by Herl for Approval of the Consent Agenda. Roll Call: (11) Yeas. Motion carried unanimously.

A. County Policy

1. **Personnel Policy 3080 – Deletion of Performance Incentive Policy**

B. County Affairs & Agencies

2. **Parks Imprest Cash**

C. Human Services

3. **Mid-South Substance Abuse Commission (MSSAC) FY 2010/2011 Financial Audit**

D. Personnel & Finance

4. **Creation of Full Time Social Worker Position and Elimination of Part-Time Social Worker Position in Maternal Infant Health Program**
5. **USA Mobility Lease Amendment**
6. **Budget Adjustments**
 - a. **GIS/Road Commission Contract and Budget Adjustment**
 - b. **Department on Aging**

E. Other Business

7. **Claims – April 1-30, 2012**

13. **STANDING COMMITTEES**

A. County Policy – Commissioner Dave Elwell

1. **Revised – Policy 1130 – Investment Policy**

Moved by Elwell, supported by Mahoney to Approve Revised Policy 1130 – Investment Policy. Motion carried unanimously.

2. **New Administrative Policy 5310 – County Right of Refusal**

Moved by Elwell, supported by Williams to Approve New Administrative Policy 5310 – County Right of Refusal.

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

1. **Appointments**

a. **LifeWays** – one public member, term to 3/2015

Commissioner Lutchka stated that the committee recommended Clevester Moten, Jr. Cmr. Duckham nominated Melissa Callison. Roll Call: (11) Callison. (0) Moten. Melissa Callison appointed.

b. **Region 2 Planning Commission** – two public members, terms to 12/2012

Commissioner Lutchka stated that the committee recommended Teresa Abbey and Mark Baker. No other nominations from the floor. Teresa Abbey and Mark Baker appointed.

c. **Retirement Board** – One Commissioner member, term to 5/2015

Commissioner Lutchka stated that the committee recommended David Elwell. No other nominations from the floor. David Elwell appointed.

d. **Upper Grand River Watershed Alliance** – 6 public members, terms to 5/2014

Commissioner Lutchka stated that the committee recommended Jason Moritz, Geoff Snyder, Kenneth Price, and Patricia Rayl. No other nominations from the floor. Jason Moritz, Geoff Snyder, Kenneth Price, and Patricia Rayl appointed.

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

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

14. **UNFINISHED BUSINESS** – None.

15. **NEW BUSINESS**

A. **Tentative Agreement – Assistant Prosecutor’s Association**

Moved by Mahoney, supported by Rice to Approve Tentative Agreement – Assistant Prosecutor’s Association. Motion carried unanimously.

B. **Tentative Agreement – COAM**

Moved by Mahoney, supported by Rice to Approve Tentative Agreement – COAM. Motion carried unanimously.

C. **Tentative Agreement – District Court Probation Agents Association**

Moved by Mahoney, supported by Duckham to Approve Tentative Agreement – District Court Probation Agents Association. Motion carried unanimously.

D. Discussion Regarding Riverwalk Hotel Deconstruction

Discussion held.

Cmr. Elwell requested that the Board of Commissioners not pursue a park at the Riverwalk Hotel demolition site. He requested that Administration return with all options and a recommendation for disposal at the June meetings.

16. **PUBLIC COMMENTS**

Teresa Abbey thanked the Board for her appointment.

John Polaczek – County should not rule out City Park. City pays taxes too.

Sarah Lightner – Running for District 1 Commissioner seat and is looking for support.

17. **COMMISSIONER COMMENTS**

Cmr. Mahoney stated that Mike Hoover vacated his LifeWays seat because of his health, but provided a great service. She urged others to pray for him, and wished Pat Smith a happy birthday.

Cmr. Williams questioned when the parks report will come out. Mike Overton responded that it will be available by July 1st.

Cmr. Duckham asked if the Board would discuss the hotel before deconstruction. The Chairman responded that Administration advises it will be discussed again.

18. **CLOSED SESSION** – None.

19. **ADJOURNMENT**

Chairman Shotwell adjourned the May 15, 2012 Meeting of the Jackson County Board of Commissioners at 7:38 p.m.

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

Amanda L. Riska – County Clerk

Respectfully submitted by Carrienne VanDusseldorp – Chief Deputy County Clerk

COUNTY OF JACKSON POLICY MANUAL

FISCAL

Policy No. 900

Applicability

The County of Jackson's Fiscal Policies, compiled within, set forth the framework for the overall fiscal management of the County. These policies will assist the decision making process of the Board of Commissioners and administrators.

All policies refer to all funds unless otherwise specified.

Adopted: 05/15/07

Revised: 09/23/08

Reviewed: 06/01/12

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FULL FAITH AND CREDIT

Policy 1150

I. PREAMBLE

This policy shall govern the granting of the County's Full Faith and Credit pledge, as secondary security, for the payment of bonds and notes issued by the County on behalf of local units of government within the County.

II. BACKGROUND

Jackson County is subject to an overall debt limit equal to 10% of total County Assessed Valuation in accordance with Article 7, Section 11 of the Michigan Constitution.

The objective of this Policy is to provide the Board of Commissioners (the "Board") with guidelines for pledging the County's Full Faith and Credit to support bonds and notes issued by the County for the benefit of local units of government within the County in accordance with the state statutory authority granted to the Board, that is in the best interest of the County and its residents, preserves the County's investment grade ratings and does not impair the ability of the County to issue debt for County projects within the constitutional debt limit. While it is appropriate for the Board to review each project on its merits, including factors of public health, safety, welfare, environmental impact, etc., the Board should also, as the outstanding debt approaches 75% of the County's (10%) debt limit, prioritize the projects/future capital requests, based upon the above mentioned factors, before granting a full faith and credit pledge.

III. GENERAL POLICIES

- A. When requested, the County may assist local unit(s) of government in the financing of drains, water systems, storm sewers, sanitary sewers, water and wastewater treatment facilities, road improvements and other permitted improvements by issuing County bonds or notes and pledging the County's Full Faith and Credit to support, as secondary security, the payment of said bonds or notes. This policy is also intended to apply to requests by a local unit to refund outstanding County bonds or notes previously issued for the benefit of one or more local units of government.
- B. When requesting the County's Full Faith and Credit pledge, the local unit of government shall state the reasons for making such request. For example, these reasons may include, but are not limited to the following:
 - 1. The project is a regional project which serves multiple local units of government.

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2. The issuance of County debt eliminates the need for the issuance of multiple local unit bond and note issues.
 3. The County's credit rating will result in significant interest-cost savings for County residents and taxpayers.
 4. The County's investment-grade rating will enable the local unit(s) of government to meet the conditions of such governmental loan programs as the State Revolving Fund or the Drinking Water Revolving Fund.
 5. The County, acting through a designated County agency, has the experience and/or personnel to more efficiently carry out the administrative responsibilities and supervising of the project.
 6. The County is able to use an enabling law which provides greater flexibility in structuring the project or provides the local unit(s) of government with more favorable means of providing revenue to pay for the project.
- C. A request for County assistance by a local unit of government shall be made by a resolution approved by the governing body of each requesting local unit of government which provides for the following:
1. The agreement of the local unit that all costs of the project, including all costs of the County associated with the authorization and issuance of the proposed bonds and notes and all related county administrative fees and expenses, shall be paid by the local unit(s) of government regardless of whether or not, for any reason, the project is ultimately funded or completed by the County; and
 2. The agreement of the local unit to pledge the local unit's full faith and credit in support of local unit obligations to the County including the periodic payment, when due, of principal and interest on County bonds and notes issued on behalf of the local unit of government, to the extent permitted by law and subject to all applicable constitutional, statutory or charter limitations.
 3. The agreement of the local unit that the ownership and operation of the project shall be in accordance with the state enabling law pursuant to which the proposed bonds or notes are to be issued for so long as such bonds or notes are outstanding and unpaid; and

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4. The consent of the local unit to the exercise by the County, in the event of any default by the local unit(s) of government, including the failure to pay any principal or interest when due on County bonds or notes, of any remedy or procedure provided by law or agreement, including but not limited to, the set-off of tax collections or other funds otherwise due by the County to the local unit(s) of government or the ordering by the County of the local unit(s) of government to levy sufficient taxes on the next applicable local unit tax roll to pay the amount in default, subject to all applicable constitutional, statutory or charter limitations; and
 5. The professional consultants engaged by the local unit of government for the project and/or the professional consultants which the local unit of government requests be engaged by the County for the project.
- D. Prior to making the decision to grant the County's Full Faith and Credit pledge for a project, the Board shall review the feasibility of the project and the project's impact on the public health, safety and welfare of the residents, and the environment, both of the local unit(s) of government and the County, as a whole. This review shall take into account the overall goals and objectives of the project and the economic benefits of the project to the County, the County Agency, if applicable, and the unit(s) of government.
- E. As a condition to a full faith and credit pledge, the Board shall determine that 1) the project to be financed a) benefits both the County and the local unit(s) and b) does not adversely affect other local units within the County; and 2) that the principal amount of the bonds or notes requested for the project will not adversely impact a) the County's rating, b) the County's debt limit, or c) the County's ability to issue bonds or notes for all reasonably foreseeable County projects for which the financing is not yet completed.
- F. The processing of a project will be progressively clarified by the submission to and consideration by the Board of an initial project resolution of intent, an appropriate project contract and a final resolution(s) to authorize the issuance and sale of the bonds or notes, it being acknowledged that the requirements of different state enabling acts may affect the nature and extent of the proceedings to be considered by the Board.
- G. The County Administrator/Controller shall generally be responsible for the administration and implementation of this policy and any accompanying procedures and shall work cooperatively with the Board, Board Committees, County agencies, County officials, and Professional Consultants that have responsibility for projects under this policy.

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- H. The review by the Board required in Subpart D above and the findings of the Board required in Subpart E above shall take into account recommendations prepared for the Board by the professional consultants retained for the project, including any reports, projections, studies and spreadsheets prepared by such professional consultants which shall first be considered by the appropriate County agency and/or elected official and then considered by the appropriate Board Committee. Final action by the Board to pledge the County full faith and credit for a particular county financing and project shall be premised on the favorable recommendation of the appropriate Board Committee and the written confirmation of the County Administrator/Controller that the requirements and procedures of this full faith and credit policy have been complied with.
- I. The four (4) County agencies having statutory authority to issue bonds on behalf of a local unit of government include:
1. The County Drain Commissioner for drainage projects authorized by the various chapters of Act 40, P A Michigan 1956, as amended;
 2. The County Agency for sewer, water or solid waste projects authorized by Act 342, P A Michigan 1939, as amended;
 3. The County Board of Public Works for sewer, water, solid waste or lake improvement projects authorized by Act 185, P A Michigan 1957, as amended; and,
 4. The County Road Commission when issuing bonds or notes pledging Michigan Transportation Fund revenues authorized by Act 51, P A Michigan 1951, as amended.
- J. In the event that the Board considers pledging the County's full faith and credit as security for the payment of bonds or notes issued by the County for County projects including, without limitation, general obligation bonds requiring voter approval or subject to right of referendum, by the County Treasurer for cash flow borrowing or by the County Building Authority for building and other projects authorized by Act 31, P.A. Michigan 1948, as amended, the Board shall generally follow and observe such portions of this policy as may be applicable.
- K. The County Administrator/Controller shall, in advance of a Board vote upon whether to pledge the County's Full Faith and Credit, obtain the following representations from all parties (including County employees, County and local unit officials, and professional consultants) acting on behalf of the County and

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the local unit with respect to the project, and shall provide such representations to the Board:

1. Representation by County elected officials, County employees and project professional consultants of full compliance with Board Policy 2070, dealing with Conflicts of Interest.
2. Representation by County elected officials, County employees and project professional consultants that the party has not received, and shall not receive, compensation, gifts ~~(except for (a) tickets to sporting or recreational events, which do not in the aggregate exceed the indexed limitations on gifts for public officials as provided in the Michigan Lobby Registration Act (MCL 4.411 et seq.) (currently \$53 per month), (b) food and beverage for immediate consumption, such as a breakfast, lunch, dinner or other refreshment, which do not in the aggregate exceed the indexed limitations on food and beverages purchased for public officials as provided in the Michigan Lobby Registration Act (currently \$53 per month and \$325 per year), and (c) transportation to and from project related meetings), gratuities, fees, or other consideration from any person, firm, or entity other than the County in connection with the project as defined by the Michigan Lobby Registration Act (PA 472) and the yearly thresholds established by the Michigan Secretary of State.~~
3. Representation by local unit elected officials that the party has not received, and shall not receive, compensation, gifts, as defined by the Michigan Lobby Registration Act (PA 472) and the yearly thresholds established by the Michigan Secretary of State~~(except for (a) tickets to sporting or recreational events, which do not in the aggregate exceed the indexed limitations on gifts for public officials as provided in the Michigan Lobby Registration Act (MCL 4.411 et seq.) (currently \$53 per month), (b) food and beverage for immediate consumption, such as breakfast, lunch, dinner or other refreshment, which do not in the aggregate exceed the indexed limitations on food and beverages purchased for public officials as provided in the Michigan Lobby Registration Act (currently \$53 per month and \$325 per year), and (c) transportation to and from project related meetings), gratuities, fees, or other consideration from any person, firm, or entity other than the local unit in connection with the project.~~
4. Representation that the party has used his or her best efforts on behalf of the citizens of the County; and

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5. Representation that the party is unaware of any failure by a County elected official, County employee or project professional consultant to comply with the Board Policy No. 2070, dealing with conflicts of interest.

A party that is unable to make any of the representations referred to above shall describe the nature of the inability.

IV. USE OF PROFESSIONAL CONSULTANTS:

- A. The County or the local unit(s) of government shall employ outside professional consultants to assist it in developing a bond and/or note issuance strategy for each project, preparing bond documents and marketing bonds to investors. The key players in the County's financing transactions shall include an Architect/Engineer/Construction Manager, Bond Counsel, a Financial Advisor, an underwriter (on a negotiated sale), and County representatives. Other outside firms, such as those providing paying agent/registrar, trustee, credit enhancement, auditing, or printing services may be retained as required.
- B. ARCHITECT/ENGINEER/CONSTRUCTION MANAGER - The Architect/Engineer/Construction Manager (either one or all depending upon the nature of the project) shall prepare an estimate of cost for the project, plans, bid specifications, secure the appropriate construction permits required by local, State and/or Federal laws, supervise the taking of construction bids, review the bids submitted and make a recommendation for the award of contracts. During the construction period the Architect/Engineer/Construction Manager (either one or all depending upon the nature of the project) shall make written recommendations for all pay requests and change orders and shall be responsible for the inspection of the construction to assure the County and the local unit(s) of government that the construction is conformity with the project plans and specifications and applicable regulatory permits.
- C. BOND COUNSEL - Bond Counsel, which shall be a law firm or attorney listed in the Bond Buyer's Municipal Marketplace Red Book, shall prepare all written proceedings required by state enabling act for the authorization and issuance of the bonds and notes to be issued by the County and, in addition, shall advise on all applicable federal securities, tax and other issues pertaining to the authorization and issuance of the bonds and notes. In connection with the issuance of the bonds or notes, Bond Counsel shall provide a written opinion affirming that the County is authorized to issue the debt, stating that the county has met all state, constitutional and statutory requirements necessary for issuance, and determining the debt's federal income tax status.

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- D. FINANCIAL ADVISOR - For each bond and/or note issue the Financial Advisor will analyze the feasibility of the project, provide the county with written assurance that a revenue stream has been put in place that is reasonably expected to meet the debt service requirements of the proposed bonds without the need for the County to advance funds under its Full Faith and Credit pledge, assist with the sale of the bonds or notes on a competitive or negotiated basis, provide primary and secondary market disclosure, advise the County regarding credit enhancements, and provide the County with information on pricing and underwriting fees for comparable sales by other issuers.
1. The Bond Counsel and the Financial Advisor or the Financial Advisor and the Underwriter shall not play “dual roles” or “role switch.” The Professional Consultants retained by the County or its agencies to provide advice or counsel for any issuance of debt, shall be independent. The Financial Advisor, Bond Counsel and Underwriter for any issuance of debt shall each be separate entities having no relationship with one another.
 2. This requirement is intended to prevent a conflict of interest or the appearance of a conflict and goes beyond the requirements of Municipal Securities Rulemaking Board (“MSRB”) Rule G-23 (which permits dual financial advisor/underwriter relationships if such relationships are disclosed to a municipal bond issuer). It is acknowledged that combining the roles of bond counsel and financial advisor is not deemed a conflict under MSRB Rules but does constitute a conflict in the view of the National Association of Independent Public Finance Advisors (“NAIPFA”). The County endorses the position of NAIPFA that, in complex issues, separate viewpoints from independent bond counsel and financial advisor are in the County’s best interest.
 3. The County shall appoint the Professional Consultants for a particular project as requested by the local unit of government unless the Board determines that the appointment of any or all such Professional Consultants is not in the best interest of the County. In this event, the County, on its own initiative, shall appoint Professional Consultants to assist the County with regard to the project. The Professional Consultants so appointed by the County shall then, (i) represent the County and, when a conflict occurs, resolve the conflict in the County’s best interest, and (ii) when requested will assist the County Administrator/Controller in reviewing and coordinating the request of the local unit(s) for the County’s Full Faith and Credit pledge in accordance with this Policy.

V. ADMINISTRATIVE FEES

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- A. No bond or note issue shall be approved by the Board unless the appropriate administrative fees, according to the fee schedules set forth below, are included within the project budget.

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- ~~K.B.~~ The County shall charge a fee of \$1,000 for services provided by General Fund employees for coordination, review and handling of the project with the local unit(s) and the Professional Consultants for the project. These services include the following:

1. Approval of the Bond Issue:
 - a. Coordination with county counsel
 - b. Coordination with county treasurer
 - c. Activity of the County Board of Commissioners
 - d. Resolutions, minute taking, etc.
2. Sale and Delivery of the Bond Issue:
 - a. Coordination by the Treasurer and Clerk (resolutions, printing, public notices, bond ratings, information gathering, etc.)
 - b. Chairman and Clerk of the Board of Commissioners
 - c. Involvement of the Equalization Department, the Treasurers Office and others in gathering information for official statement preparation.
3. Bond Proceeds:
 - a. Investments by the County Treasurer relating to contractor payment timing.
 - b. Board of Public Works, staff and Treasurer's coordination of payment processing and contractor invoices
 - c. Board of Public Works staff and Treasurer's maintenance of financial records for the bond proceeds, construction fund, debt retirement fund and grant financial administration, if applicable
 - d. Resolutions, minute taking, etc.

**COUNTY OF JACKSON
POLICY MANUAL**

FISCAL

FULL FAITH AND CREDIT

Policy 1150

4. Subsequent Years Efforts:
 - a. The handling by the County Treasurer of the Debt Retirement Fund, Coordination of payments from the local unit(s) of government for the payment of the annual and semiannual interest payments and principal payments, and appropriate coordination with necessary banking institutions. Payment processing and financial record keeping through the life of the bonds is included.
5. Use of County's Credit Rating and Legal Bonding Capacity:
 - a. The resultant savings in interest expense by virtue of the bond issue being County sponsored

L.C. In addition, projects utilizing the service of the Drain Commissioners office, the County Agency or the Department of Public Works shall pay an administrative fee as compensation to the Drain Commissioner and the Deputy Drain Commissioner, consistent with separate resolutions adopted by the County Board of Commissioners on October 15, 2002, in an amount to be negotiated with the local unit(s) of government of not to exceed 1.00% of the cost of the project. In said resolutions, the County Drain Commissioner, acting as the designated Act 342 County Agency, was delegated the maximum discretion authorized by law to administer, as agent for the County Board of Commissioners, water and sewer projects established by the County under Act 342 and, with respect to projects undertaken by the Jackson County Board of Public Works, County Drain Commissioner as a statutory member of the Board of Public Works was delegated the maximum discretion authorized by law to administer, as agent for both the Board of Public Works and the County Board of Commissioners, county water supply system and sewage disposal system projects in districts established by the County pursuant to Act 185. The administrative services covered by this administrative fee include but are not limited to the following:

1. Project Initiation and Feasibility
 - a. Meetings with local unit(s) of government to identify the project;
 - b. Meetings with Engineers, ~~Financial Advisor~~, and Bond Counsel to determine the legality and financial feasibility of the project;

**COUNTY OF JACKSON
POLICY MANUAL**

FISCAL

FULL FAITH AND CREDIT

Policy 1150

-
- c. Meeting with citizen groups to determine the financial threshold of the users that would be acceptable ~~in order~~ to proceed with the project;
 - d. Meetings with regional providers of services to determine if the project could utilize existing facilities;
 - e. Attend information meeting on the project prior to initiation of the project by the local unit(s);
 - f. Attend special assessment hearings on the revenue stream to pay for project.
2. Planning and Review of the Project with Professional Consultants
- a. Review with Financial Advisor financial costs of the project, based on the Engineers preliminary Estimate of Cost, and the ability of the anticipated users to pay for the project;
 - b. Review with Bond Counsel the legal documents required to be prepared requesting County assistance;
 - c. Review with Engineers the routing, sizing and other construction details of the project prior to formal design of the project;
 - d. Meetings with local and State agencies on the permitting of the project.
3. Bidding:
- a. Board of Public Works bid review with engineer;
 - b. Staff review of bids;
 - c. Board of Public Works recommendation and approval of contractor agreements;
 - d. Resolutions, minute taking, etc.
4. Contractor Approval
- a. Board of Public Works and staff involvement;

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- b. Board of Commissioners involvement;
- c. Resolutions, minute taking, etc.;
- d. Board of Public Works staff involvement with financial record keeping and communications with grant agencies, if applicable, through the life of the bonds;
- e. Involvement of both the Treasurer and Board of Public Works staff in state, federal, and independent auditing processes and the maintenance of necessary records and files until audits can be completed;
- f. County legal counsel's involvement in continued legal matters, potential litigation, contract interpretation, etc.

Adopted: 04/17/07
Revised: 05/15/07
07/24/07
06/01/12

2012 Millage Reduction Fraction Computation

This form is issued under authority of Sections 211.34d and 211.150, M.C.L. Filing of this form is mandatory. Failure to file is punishable under Section 211.119, M.C.L.

INSTRUCTIONS: This form is to be completed by the county equalization director for all taxing jurisdictions which levy a property tax in his/her county. This form is to be filed with each unit of local government and with the State Tax Commission. Also provide a copy of this form to the equalization director of each county which shares an intercounty taxing jurisdiction. On this initial computation form, the 2012 millage reduction fraction (MRF) can be calculated only for taxing jurisdictions located exclusively within a single county. This will include the county unit as well as all townships and nearly every city and village. The MRF for a school district which is not fractional with any other county can also be calculated and listed on this form. For any taxing jurisdiction which extends into one or more other counties, leave the MRF column blank and enter the notation "IC" for intercounty.

| | |
|--------|----------------|
| County | JACKSON |
|--------|----------------|

REVISED 5/18/2012

| Code Number | Taxing Jurisdiction (1) | 2011 Taxable Value as of 05/23/11 | 2012 Taxable Value as of 05/23/11 | Taxable Value of Losses | Taxable Value of Additions | 2012 Millage Reduction Fraction (2) |
|-------------|-------------------------|-----------------------------------|-----------------------------------|-------------------------|----------------------------|-------------------------------------|
| 38 | JACKSON COUNTY | 4,161,177,834 | 4,061,450,264 | 34,406,848 | 73,995,207 | 1.0000 |
| | TOWNSHIPS | | | | | |
| 01 | *BLACKMAN TOWNSHIP | 506,600,516 | 491,349,352 | 9,816,754 | 12,829,191 | 1.0000 |
| 02 | *COLUMBIA TOWNSHIP | 339,931,024 | 338,266,469 | 1,282,887 | 5,823,371 | 1.0000 |
| 03 | CONCORD TOWNSHIP | 69,956,220 | 70,083,110 | 879,828 | 1,037,818 | 1.0000 |
| 04 | *GRASS LAKE TOWNSHIP | 207,471,521 | 212,171,409 | 488,475 | 7,116,672 | 1.0000 |
| 05 | *HANOVER TOWNSHIP | 121,830,544 | 122,657,480 | 276,467 | 612,550 | 1.0000 |
| 06 | HENRIETTA TOWNSHIP | 125,159,286 | 118,558,890 | 437,070 | 1,028,447 | 1.0000 |
| 07 | *LEONI TOWNSHIP | 382,523,281 | 370,581,707 | 3,036,552 | 5,907,936 | 1.0000 |
| 08 | LIBERTY TOWNSHIP | 105,352,313 | 100,954,703 | 142,424 | 987,620 | 1.0000 |
| 09 | *NAPOLEON TOWNSHIP | 219,407,224 | 220,036,909 | 964,344 | 3,413,395 | 1.0000 |
| 10 | NORVELL TOWNSHIP | 121,278,704 | 125,390,198 | 716,183 | 3,673,057 | 1.0000 |
| 11 | PARMA TOWNSHIP | 66,922,205 | 68,436,492 | 1,776,464 | 3,929,710 | 1.0000 |
| 12 | PULASKI TOWNSHIP | 46,037,535 | 47,160,422 | 246,245 | 371,800 | 1.0000 |
| 13 | RIVES TOWNSHIP | 118,063,852 | 116,262,502 | 184,922 | 1,371,145 | 1.0000 |
| 14 | SANDSTONE TOWNSHIP | 132,164,879 | 131,287,937 | 1,138,093 | 1,072,384 | 1.0000 |
| 15 | *SPRING ARBOR TOWNSHIP | 190,880,067 | 187,438,819 | 701,745 | 2,196,216 | 1.0000 |
| 16 | SPRINGPORT TOWNSHIP | 47,422,269 | 48,496,819 | 549,452 | 1,498,195 | 1.0000 |
| 17 | *SUMMIT TOWNSHIP | 599,663,939 | 579,356,108 | 1,694,973 | 6,967,421 | 1.0000 |
| 18 | TOMPKINS TOWNSHIP | 70,625,672 | 72,588,325 | 343,440 | 1,074,129 | 1.0000 |
| 19 | WATERLOO TOWNSHIP | 104,110,674 | 102,023,055 | 227,346 | 327,550 | 1.0000 |
| | CITY | | | | | |
| 51 | *CITY OF JACKSON | 585,776,109 | 538,349,558 | 9,503,184 | 12,756,600 | 1.0000 |

(1) See "New Instructions for Local School Districts" contained in the instructions for L-4025.

(2) If this calculation results in a number greater than 1.0000, enter 1.0000.

2012 Millage Reduction Fraction Computation

This form is issued under authority of Sections 211.34d and 211.150, M.C.L. Filing of this form is mandatory. Failure to file is punishable under Section 211.119, M.C.L.

INSTRUCTIONS: This form is to be completed by the county equalization director for all taxing jurisdictions which levy a property tax in his/her county. This form is to be filed with each unit of local government and with the State Tax Commission. Also provide a copy of this form to the equalization director of each county which shares an intercounty taxing jurisdiction. On this initial computation form, the 2012 millage reduction fraction (MRF) can be calculated only for taxing jurisdictions located exclusively within a single county. This will include the county unit as well as all townships and nearly every city and village. The MRF for a school district which is not fractional with any other county can also be calculated and listed on this form. For any taxing jurisdiction which extends into one or more other counties, leave the MRF column blank and enter the notation "IC" for intercounty.

| | |
|--------|----------------|
| County | JACKSON |
|--------|----------------|

REVISED 5/18/2012

| Code Number | Taxing Jurisdiction (1) | 2011 Taxable Value as of 05/23/11 | 2012 Taxable Value as of 05/23/11 | Taxable Value of Losses | Taxable Value of Additions | 2012 Millage Reduction Fraction (2) |
|-------------|--------------------------|-----------------------------------|-----------------------------------|-------------------------|----------------------------|-------------------------------------|
| | VILLAGES | | | | | |
| 41 | *VILLAGE OF BROOKLYN | 38,361,543 | 36,659,443 | 328,022 | 593,361 | 1.0000 |
| 42 | VILLAGE OF CEMENT CITY | 988,603 | 985,711 | 7,350 | 9,250 | IC |
| 43 | VILLAGE OF CONCORD | 21,818,068 | 21,774,987 | 198,124 | 202,935 | 1.0000 |
| 44 | VILLAGE OF GRASS LAKE | 28,347,290 | 27,861,524 | 87,565 | 228,632 | 1.0000 |
| 45 | VILLAGE OF HANOVER | 7,247,236 | 7,212,588 | 10,306 | 20,200 | 1.0000 |
| 46 | VILLAGE OF PARMA | 34,783,609 | 33,111,370 | 688,899 | 285,351 | 1.0000 |
| 47 | VILLAGE OF SPRINGPORT | 9,249,062 | 9,291,406 | 502,139 | 648,984 | 1.0000 |
| | SCHOOLS | | | | | |
| 38040 | *COLUMBIA SCHOOLS | 436,087,147 | 436,596,057 | 1,943,349 | 8,937,477 | IC |
| 38080 | CONCORD SCHOOLS | 131,195,139 | 131,793,066 | 761,133 | 1,099,967 | 1.0000 |
| 38090 | *EAST JACKSON SCHOOLS | 218,083,072 | 210,732,540 | 2,295,531 | 4,040,760 | 1.0000 |
| 38050 | *GRASS LAKE SCHOOLS | 239,659,144 | 243,087,561 | 605,620 | 7,044,384 | IC |
| 38100 | *HANOVER-HORTON SCHOOLS | 209,369,142 | 206,890,420 | 408,596 | 1,267,220 | IC |
| 38170 | *JACKSON PUBLIC SCHOOLS | 1,178,944,687 | 1,111,339,819 | 12,574,239 | 21,938,431 | 1.0000 |
| 38120 | *MICHIGAN CENTER SCHOOLS | 191,555,789 | 185,270,678 | 2,177,837 | 2,705,085 | 1.0000 |
| 38130 | NAPOLEON SCHOOLS | 278,088,246 | 279,565,929 | 1,025,857 | 4,405,485 | IC |
| 38140 | NORTHWEST SCHOOLS | 579,947,810 | 568,368,897 | 6,323,156 | 10,649,341 | IC |
| 38150 | SPRINGPORT SCHOOLS | 94,975,368 | 97,059,122 | 1,054,599 | 2,741,988 | IC |
| 38020 | VANDERCOOK LAKE SCHOOLS | 95,082,927 | 91,661,308 | 374,237 | 1,078,000 | 1.0000 |
| 38010 | *WESTERN SCHOOLS | 356,645,617 | 350,497,883 | 4,090,444 | 6,701,844 | 1.0000 |
| | | | | | | |
| 13010 | ALBION SCHOOLS | 10,874,368 | 10,819,811 | 512,483 | 351,572 | IC |
| 13080 | HOMER SCHOOLS | 1,387,153 | 1,434,506 | 0 | 47,400 | IC |
| 30030 | JONESVILLE SCHOOLS | 1,010,044 | 1,099,199 | 0 | 0 | IC |

(1) See "New Instructions for Local School Districts" contained in the instructions for L-4025.

(2) If this calculation results in a number greater than 1.0000, enter 1.0000.

2012 Millage Reduction Fraction Computation

This form is issued under authority of Sections 211.34d and 211.150, M.C.L. Filing of this form is mandatory. Failure to file is punishable under Section 211.119, M.C.L.

INSTRUCTIONS: This form is to be completed by the county equalization director for all taxing jurisdictions which levy a property tax in his/her county. This form is to be filed with each unit of local government and with the State Tax Commission. Also provide a copy of this form to the equalization director of each county which shares an intercounty taxing jurisdiction. On this initial computation form, the 2012 millage reduction fraction (MRF) can be calculated only for taxing jurisdictions located exclusively within a single county. This will include the county unit as well as all townships and nearly every city and village. The MRF for a school district which is not fractional with any other county can also be calculated and listed on this form. For any taxing jurisdiction which extends into one or more other counties, leave the MRF column blank and enter the notation "IC" for intercounty.

| | |
|--------|----------------|
| County | JACKSON |
|--------|----------------|

REVISED 5/18/2012

| Code Number | Taxing Jurisdiction (1) | 2011 Taxable Value as of 05/23/11 | 2012 Taxable Value as of 05/23/11 | Taxable Value of Losses | Taxable Value of Additions | 2012 Millage Reduction Fraction (2) |
|-------------|---|-----------------------------------|-----------------------------------|-------------------------|----------------------------|-------------------------------------|
| 30040 | LITCHFIELD SCHOOLS | 3,311,617 | 3,391,621 | 7,398 | 0 | IC |
| 30050 | NORTH ADAMS SCHOOLS | 845,135 | 826,543 | 0 | 27,800 | IC |
| 33200 | STOCKBRIDGE SCHOOLS | 73,183,288 | 70,951,892 | 235,577 | 389,674 | IC |
| 33100 | LESLIE SCHOOLS | 21,807,631 | 21,939,099 | 20,937 | 564,460 | IC |
| 46020 | ADDISON SCHOOLS | 206,121 | 195,805 | 0 | 0 | IC |
| 81040 | CHELSEA SCHOOLS | 36,675,649 | 35,668,524 | 948 | 100,250 | IC |
| 81080 | MANCHESTER SCHOOLS | 2,242,740 | 2,260,784 | 7,632 | 9,003 | IC |
| | INTERMEDIATE SCHOOL DISTRICTS | | | | | |
| 13000 | CALHOUN ISD | 12,261,521 | 12,254,317 | 512,483 | 398,972 | IC |
| 30000 | HILLSDALE ISD | 5,166,796 | 5,317,363 | 7,398 | 27,800 | IC |
| 33000 | INGHAM ISD | 94,990,919 | 92,890,991 | 256,514 | 954,134 | IC |
| 38000 | JACKSON ISD | 4,009,634,088 | 3,912,863,280 | 33,634,598 | 72,609,982 | IC |
| 46000 | LENAWEE ISD | 206,121 | 195,805 | 0 | 0 | IC |
| 81000 | WASHTENAW ISD | 38,918,389 | 37,929,308 | 8,580 | 109,253 | IC |
| | AUTHORITIES | | | | | |
| --- | JACKSON DDA | 87,249,729 | 78,745,070 | 2,702,215 | 1,915,200 | 1.0000 |
| --- | JACKSON COMMUNITY COLLEGE | 4,161,177,834 | 4,061,450,264 | 34,406,848 | 73,995,207 | 1.0000 |
| --- | JACKSON DISTRICT LIBRARY | 4,161,177,834 | 4,061,450,264 | 34,406,848 | 73,995,207 | 1.0000 |
| --- | STOCKBRIDGE AREA EMERGENCY SERVICES AUTHORITY | 104,110,674 | 102,023,055 | 227,346 | 327,550 | IC |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

(1) See "New Instructions for Local School Districts" contained in the instructions for L-4025.

(2) If this calculation results in a number greater than 1.0000, enter 1.0000.

2012 Millage Reduction Fraction Computation

This form is issued under authority of Sections 211.34d and 211.150, M.C.L. Filing of this form is mandatory. Failure to file is punishable under Section 211.119, M.C.L.

INSTRUCTIONS: This form is to be completed by the county equalization director for all taxing jurisdictions which levy a property tax in his/her county. This form is to be filed with each unit of local government and with the State Tax Commission. Also provide a copy of this form to the equalization director of each county which shares an intercounty taxing jurisdiction. On this initial computation form, the 2012 millage reduction fraction (MRF) can be calculated only for taxing jurisdictions located exclusively within a single county. This will include the county unit as well as all townships and nearly every city and village. The MRF for a school district which is not fractional with any other county can also be calculated and listed on this form. For any taxing jurisdiction which extends into one or more other counties, leave the MRF column blank and enter the notation "IC" for intercounty.

| | |
|--------|----------------|
| County | JACKSON |
|--------|----------------|

REVISED 5/18/2012

| Code Number | Taxing Jurisdiction (1) | 2011 Taxable Value as of 05/23/11 | 2012 Taxable Value as of 05/23/11 | Taxable Value of Losses | Taxable Value of Additions | 2012 Millage Reduction Fraction (2) |
|-------------|--------------------------|-----------------------------------|-----------------------------------|-------------------------|----------------------------|-------------------------------------|
| 38040 | *COLUMBIA SCHOOLS | 159,638,824 | 161,917,240 | 1,053,343 | 5,800,615 | IC |
| 38080 | CONCORD SCHOOLS | 22,461,629 | 22,586,828 | 484,846 | 354,044 | 1.0000 |
| 38090 | *EAST JACKSON SCHOOLS | 95,434,132 | 90,999,822 | 636,138 | 710,663 | 1.0000 |
| 38050 | *GRASS LAKE SCHOOLS | 48,596,610 | 52,391,897 | 72,398 | 3,731,000 | IC |
| 38100 | *HANOVER-HORTON SCHOOLS | 43,332,062 | 43,600,373 | 185,644 | 624,600 | IC |
| 38170 | *JACKSON PUBLIC SCHOOLS | 490,065,368 | 454,357,878 | 1,446,760 | 4,356,212 | 1.0000 |
| 38120 | *MICHIGAN CENTER SCHOOLS | 54,612,984 | 53,498,446 | 159,201 | 544,668 | 1.0000 |
| 38130 | NAPOLEON SCHOOLS | 67,114,788 | 68,129,360 | 152,349 | 2,163,331 | IC |
| 38140 | NORTHWEST SCHOOLS | 171,064,954 | 167,575,540 | 1,082,544 | 2,229,046 | IC |
| 38150 | SPRINGPORT SCHOOLS | 18,885,452 | 18,985,643 | 253,984 | 774,127 | IC |
| 38020 | VANDERCOOK LAKE SCHOOLS | 26,675,315 | 25,704,261 | 14,600 | 294,800 | 1.0000 |
| 38010 | *WESTERN SCHOOLS | 103,934,452 | 102,313,608 | 306,876 | 2,249,313 | 1.0000 |
| 13010 | ALBION SCHOOLS | 2,352,713 | 2,497,669 | 2,203 | 18,190 | IC |
| 13080 | HOMER SCHOOLS | 71,904 | 74,724 | 0 | 0 | IC |
| 30030 | JONESVILLE SCHOOLS | 68,682 | 80,306 | 0 | 0 | IC |
| 30040 | LITCHFIELD SCHOOLS | 749,503 | 742,601 | 4,450 | 0 | IC |
| 30050 | NORTH ADAMS SCHOOLS | 456,527 | 458,311 | 0 | 27,800 | IC |
| 33200 | STOCKBRIDGE SCHOOLS | 11,398,168 | 11,431,192 | 14,989 | 208,871 | IC |
| 33100 | LESLIE SCHOOLS | 4,110,546 | 4,503,933 | 18,500 | 491,900 | IC |
| 46020 | ADDISON SCHOOLS | 50,053 | 48,994 | 0 | 0 | IC |
| 81040 | CHELSEA SCHOOLS | 8,243,172 | 8,294,719 | 10 | 0 | IC |
| 81080 | MANCHESTER SCHOOLS | 195,945 | 200,752 | 2 | 3 | IC |

NOTE: This page is for school non-homestead figures only. Use it only for millage reduction calculations.

2012 TAX RATE REQUEST (This form must be completed and submitted on or before September 30, 2012)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

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

| | |
|-----------------------|--|
| County | 2012 Taxable Value of ALL Properties in the Unit as of 5-29-12 |
| JACKSON | 4,061,450,264 |
| Local Government Unit | For LOCAL School Districts: 2011 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Property if a millage is levied against them |
| JACKSON COUNTY | |

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 2012 tax roll.

[illegible]

| | | | |
|-----------------------------|----------------------------------|---|--------------------------|
| Prepared by Ruth A Scott | Telephone Number 517-768-6649 | Title of Preparer Equalization Director | Date 5/29/2012 |
|-----------------------------|----------------------------------|---|--------------------------|

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and , for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

| | | | | | | |
|---|-------------|-----------|------------|------|---|------|
| <div style="border: 1px solid black; width: 30px; height: 30px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> | Clerk | Signature | Print Name | Date | Rates to be Levied (HH/Supp and NH Oper ONLY) | Rate |
| | Secretary | | | | | |
| | Chairperson | Signature | Print Name | Date | For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal | |
| | President | | | | For Commercial Personal | |
| <i>*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.</i> | | | | | For all Other | |

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

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

2012 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**

| | | |
|---|----------------|---------------|
| 2011 Unit Total Taxable Value | (Prior TV) | 4,161,177,834 |
| 2012 Losses to prior Taxable Value (MCL 211.34d) | (Losses TV) | 34,406,848 |
| 2012 Additions (MCL 211.34d) | (Additions TV) | 73,995,207 |
| 2012 Unit Total Final Taxable Value (based on S.E.V.) | (Current TV) | 4,061,450,264 |
| 2012 Unit Total Taxable Value based on Assessed Valuation | (AV based TV) | 4,061,450,264 |
| 2012 Unit Total Taxable Value based on C.E.V. | (CEV based TV) | 4,061,450,264 |
| 2011 Inflation Rate (for 2012 Calculations) | (2011 CPI) | 1.027 |

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.

$$\begin{array}{rcl}
 (2011 \text{ Total T.V.} - 2012 \text{ Losses}) \times \text{CPI} & & \\
 (4,161,177,834 - 34,406,848) \times 1.027 & = & 4,238,193,803 \\
 (4,061,450,264 - 73,995,207) & & 3,987,455,057 \\
 (2012 \text{ Total T.V.} - 2012 \text{ Additions}) & & \\
 \text{ACTUAL} & 1.0629 &
 \end{array}
 = \frac{4,238,193,803}{3,987,455,057} = \boxed{1.0000}$$

2012 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 2012 only)

$$\begin{array}{rcl}
 \frac{2012 \text{ Unit Total Taxable Value based on AV}}{2012 \text{ Unit Total Final Taxable Value (based on S.E.V.)}} & = & \frac{4,061,450,264}{4,061,450,264} \\
 \text{ACTUAL} & 1.0000 &
 \end{array}
 = \boxed{1.0000}$$

2012 Rollback Fraction (Truth in Assessing)

Round to 4 decimal places in the conventional manner.

See STC Bulletin No. 6 of 2012 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 2012 only)

$$\begin{array}{rcl}
 \frac{2012 \text{ Unit Total Taxable Value based on C.E.V.}}{2012 \text{ Unit Total Final Taxable Value (based on S.E.V.)}} & = & \frac{4,061,450,264}{4,061,450,264} \\
 \text{ACTUAL} & 1.0000 &
 \end{array}
 = \boxed{1.0000}$$

2012 Rollback Fraction (Truth in County Equalization)

Round to 4 decimal places in the conventional manner.

See STC Bulletin No. 6 of 2012 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 2011 only)

$$\begin{array}{rcl}
 (2011 \text{ Total T.V.} - 2012 \text{ Losses}) & & \\
 (4,161,177,834 - 34,406,848) & & \\
 (4,061,450,264 - 73,995,207) & & 3,987,455,057 \\
 (2012 \text{ Total T.V.} - 2012 \text{ Additions}) & & \\
 & = & \frac{4,126,770,986}{3,987,455,057} \\
 & & 2012 \text{ Base Tax Rate Fraction} \\
 & & (\text{Truth in Taxation})
 \end{array}
 = \boxed{1.0349}$$

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.

| | |
|---------------------------|----------------------|
| 2011 Unit Total TV | <u>4,220,570,890</u> |
| 2012 Unit Total TV | <u>4,061,450,264</u> |

*Must be published in notice of public hearing on increasing property taxes. Your current year's millage cannot exceed your maximum under Truth in Taxation unless authorized by the governing body at the hearing. Your current year's millage cannot exceed your Headlee maximum without a millage election.

JACKSON COUNTY
TRUTH IN TAXATION REVENUE GAIN CALCULATION

 If you plan to levy more than the BTR, but less than the maximum allowable millage, do you wish to levy the maximum allowable millage for the additional voted millages?

| PURPOSE AND SOURCE OF MILLAGE | HEADLEE MAXIMUM AMOUNT | MILLAGE GAIN WITH TRUTH IN TAXATION | UNIT'S TAXABLE VALUE | TRUTH IN TAXATION REVENUE GAINED |
|-------------------------------------|------------------------------|---|----------------------------|---|
| <u>ALLOCATED</u> | <u>OPERATING</u> 5.1187 | 0.0070 | x 4,061,450,264 | = \$ 28,430 |
| <u>VOTED</u> | <u>MEDICAL C</u> 0.1398 | 0.0002 | x 4,061,450,264 | = \$ 812 |
| <u>VOTED</u> | <u>JAIL</u> 0.4851 | 0.0007 | x 4,061,450,264 | = \$ 2,843 |
| <u>VOTED</u> | <u>SENIOR SE</u> 0.2473 | 0.0003 | x 4,061,450,264 | = \$ 1,218 |
| - | - 0.0000 | 0.0000 | x - | = \$ - |
| - | - 0.0000 | 0.0000 | x - | = \$ - |
| | <u>5.9909</u> | <u>0.0082</u> | | <u>\$ 33,304</u> |
| | | BALANCES | | BALANCES |
| | | 0.0082 | | \$ 33,304 |

**MAXIMUM ALLOWABLE MILLAGES WITHOUT
TRUTH IN TAXATION HEARING**

| PURPOSE AND SOURCE OF MILLAGE | HEADLEE MAXIMUM AMOUNT | MULTIPLIER WITHOUT TR. IN TAX. | MAXIMUM MILLAGE WITHOUT TR. IN TAX. | MAXIMUM REVENUE WITHOUT TR. IN TAX. |
|-------------------------------------|------------------------------|--------------------------------------|--|--|
| <u>ALLOCATED</u> | <u>OPERATING</u> 5.1187 | x 0.998631257 = | <u>5.1117</u> | \$ 20,760,915 |
| <u>VOTED</u> | <u>MEDICAL C</u> 0.1398 | x 0.998631257 = | <u>0.1396</u> | \$ 566,978 |
| <u>VOTED</u> | <u>JAIL</u> 0.4851 | x 0.998631257 = | <u>0.4844</u> | \$ 1,967,367 |
| <u>VOTED</u> | <u>SENIOR SE</u> 0.2473 | x 0.998631257 = | <u>0.247</u> | \$ 1,003,178 |
| - | - 0.0000 | x 0.998631257 = | <u>0</u> | \$ - |
| - | - 0.0000 | x 0.998631257 = | <u>0</u> | \$ - |
| <u>TOTALS</u> | <u>5.9909</u> | | <u>5.9827</u> | <u>\$ 24,298,438</u> |
| | | | BALANCES | BALANCES |
| | | | 5.9827 | 24,298,438 |

The following notice is required by MCL Section 211.24e which provides:

- 1) The body of the notice must be set in 12 point type or larger.
- 2) The headline "Notice of Public Hearing on Increasing Property Taxes" must be set in 18 point type or larger.
- 3) The notice cannot be smaller than 8 column inches by 4 horizontal inches.
- 4) The notice cannot be placed in the portion of the newspaper reserved for legal notices or classified advertising.

Notice of Public Hearing on Increasing Property Taxes

The _____ of the JACKSON COUNTY
name of governing body name of taxing unit
will hold a public hearing on a proposed increase of 0.0082 mills in the operating tax
millage rate to be levied on all property in 2012 .

The hearing will be held on _____, _____ at _____
day date time a.m./p.m.
at _____,
place address

The date and location of the meeting to take action on the proposed additional millage will be announced at this public meeting.

If adopted, the proposed additional millage will increase operating revenues from ad valorem property taxes 0.14% over such revenues generated by levies permitted without holding a hearing. If the proposed additional millage rate is not approved, the operating revenue will increase by -3.90% over the preceding year's operating revenue.

The taxing unit publishing this notice, and identified below, has complete authority to establish the number of mills to be levied from within its authorized millage rate.

This notice is published by:

JACKSON COUNTY

name of taxing unit

street address

city, state, zip

phone

TRUTH IN TAXATION NOTICE

INSTRUCTIONS TO LOCAL GOVERNMENTS

STARTING IN 1996, this notice is not required if the local taxing unit complies with section 16 of the Uniform Budgeting and Accounting Act, PA 2 of 1978 as amended, being section 141.436 of the Michigan Compiled Laws. If a local taxing unit does not comply with section 16 of the Uniform Budgeting and Accounting Act, the following instructions still apply.

MCL, Section 211.24e as amended by P.A. 75 of 1991 requires that notice of a public hearing be published by a local taxing unit which proposes to increase operating tax levies over the maximum amount allowed to be levied without a hearing. Notice may be published alone or included with the notice of public hearing on a unit's budget held pursuant to MCL, Section 141.412. The preceding model notice fulfills the requirements under MCL, Section 211.24e. It can be completed with all the information provided and forwarded to the appropriate newspaper for publication.

Other pertinent information can be included in the notice. This sample notice form meets minimum legal requirements.

In addition to publishing requirements, the notice must be posted at the principal office of the taxing unit.

The notice must be published in a newspaper of general circulation in the taxing unit. Publication must occur six or more days before the public hearing.

The proposed additional millage rate must be established by a resolution adopted by the governing body of the taxing unit before it conducts the public hearing.

Not more than ten days after public hearing, a taxing unit may approve the levy of an additional millage rate equal to or less than the proposed additional millage rate that was published and on which a public hearing has been held.

Taxable Valuations, JACKSON COUNTY Page 1 of 3

2012

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

Read the instructions below before completing this form.

Statement of taxable valuation in the year 2012. File this form with the State Tax Commission on or before the fourth Monday in June.

| Real Property Taxable Valuations as of the Fourth Monday in May. (Do not Report Assessed Valuations or Equalized Valuations on This Form.) | | | | | | | |
|--|--------------------------|------------------------|------------------------|----------------------|----------------------------|---------------------------|---------------------------------|
| Township or City | (Col. 1) Agricultural | (Col. 2) Commercial | (Col. 3) Industrial | (Col. 4) Residential | (Col. 5) Timber-Cutover | (Col. 6) Developmental | (Col. 7) Total Real Property |
| Blackman Charter | 4,905,886 | 167,208,811 | 30,016,458 | 200,981,101 | - | 972,740 | 404,084,996 |
| Columbia | 9,759,188 | 25,837,855 | 4,916,909 | 285,149,000 | - | 855,908 | 326,518,860 |
| Concord | 12,821,111 | 3,526,035 | 1,552,088 | 47,346,996 | - | - | 65,246,230 |
| Grass Lake Charter | 9,741,074 | 11,334,508 | 7,926,616 | 169,272,628 | - | - | 198,274,826 |
| Hanover | 10,629,204 | 2,676,481 | 897,197 | 103,079,848 | - | - | 117,282,730 |
| Henrietta | 10,409,412 | 3,251,697 | 579,341 | 100,097,390 | - | - | 114,337,840 |
| Leoni | 9,895,484 | 54,669,708 | 10,316,305 | 265,849,373 | - | - | 340,730,870 |
| Liberty | 9,316,641 | 2,532,666 | 50,791 | 84,915,705 | - | - | 96,815,803 |
| Napoleon | 5,946,676 | 9,894,068 | 9,168,215 | 168,733,720 | - | - | 193,742,679 |
| Norvell | 9,249,051 | 2,431,350 | 112,540 | 104,277,975 | - | - | 116,070,916 |
| Parma | 8,373,843 | 5,508,542 | 887,781 | 47,572,748 | - | 263,342 | 62,606,256 |
| Pulaski | 14,716,933 | 788,503 | 172,269 | 28,810,187 | - | - | 44,487,892 |
| Rives | 12,963,721 | 3,602,322 | 1,085,184 | 88,794,840 | - | - | 106,446,067 |
| Sandstone Charter | 14,005,933 | 3,977,086 | 11,234,361 | 81,517,592 | - | - | 110,734,972 |
| Spring Arbor | 9,394,668 | 14,635,788 | 2,060,754 | 152,885,304 | - | - | 178,976,514 |
| Springport | 14,348,600 | 1,407,922 | 1,161,624 | 26,212,382 | - | - | 43,130,528 |
| Summit | 1,655,096 | 64,154,982 | 10,304,925 | 473,111,753 | - | 2,033,429 | 551,260,185 |
| Tompkins | 10,933,654 | 796,571 | 572,954 | 50,822,502 | - | - | 63,125,681 |
| Waterloo | 8,100,389 | 4,850,132 | 1,018,593 | 82,170,272 | - | - | 96,139,386 |
| City of Jackson | - | 170,027,779 | 111,159,314 | 280,275,052 | - | - | 561,462,145 |
| Total for County | 187,166,564 | 553,112,806 | 205,194,219 | 2,841,876,368 | - | - | 3,787,349,957 |

Taxable Valuations,

JACKSON COUNTY

Page 2 of 3

2012

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

Read the instructions below before completing this form.

Statement of taxable valuation in the year 2012. File this form with the State Tax Commission on or before the fourth Monday in June.

| Personal Property Taxable Valuations as of the Fourth Monday in May. (Do not Report Assessed Valuations or Equalized Valuations on This Form.) | | | | | | |
|--|-----------------------|---------------------|----------------------|-----------------------|-------------------|----------------------------------|
| Township or City | (Col. 8) Agricultural | (Col. 9) Commercial | (Col. 10) Industrial | (Col. 11) Residential | (Col. 12) Utility | (Col. 7) Total Personal Property |
| Blackman Charter | | 46,968,780 | 23,386,642 | | 18,522,062 | 88,877,484 |
| Columbia | | 4,959,230 | 2,835,000 | | 6,184,200 | 13,978,430 |
| Concord | | 815,410 | 1,778,360 | | 2,243,110 | 4,836,880 |
| Grass Lake Charter | | 2,023,360 | 6,422,410 | | 5,942,020 | 14,387,790 |
| Hanover | | 438,900 | 199,100 | | 5,443,900 | 6,081,900 |
| Henrietta | | 539,932 | 394,734 | | 3,286,384 | 4,221,050 |
| Leoni | | 13,265,222 | 6,789,631 | | 11,037,244 | 31,092,097 |
| Liberty | | 1,340,300 | | | 2,798,600 | 4,138,900 |
| Napoleon | | 3,046,492 | 14,641,979 | | 9,596,354 | 27,284,825 |
| Norvell | | 550,489 | 81,582 | | 8,687,211 | 9,319,282 |
| Parma | | 1,099,000 | 141,600 | | 4,589,636 | 5,830,236 |
| Pulaski | | 270,220 | 13,950 | | 2,388,360 | 2,672,530 |
| Rives | | 552,200 | 615,000 | | 8,649,235 | 9,816,435 |
| Sandstone Charter | | 1,412,666 | 15,844,453 | | 3,295,846 | 20,552,965 |
| Spring Arbor | | 2,964,112 | 1,672,500 | | 5,331,838 | 9,968,450 |
| Springport | | 679,500 | 574,900 | | 4,111,891 | 5,366,291 |
| Summit | | 11,575,100 | 9,714,200 | | 9,338,095 | 30,627,395 |
| Tompkins | | 307,300 | 447,600 | | 8,707,744 | 9,462,644 |
| Waterloo | | 417,100 | 2,369,500 | | 3,097,069 | 5,883,669 |
| City of Jackson | - | 29,304,200 | 32,487,500 | | 191,747,000 | 80,966,400 |
| Total for County | - | 122,529,513 | 120,410,641 | - | 142,425,499 | 385,365,653 |

Taxable Valuations,

JACKSON

County- Page 3 of 3

L-4046

Statement of taxable valuation in the year 2012 made in accordance with Section 211.27d of the Michigan Compiled Laws.

| (Do Not Report Assessed Valuations or Equalized Valuations on This Form.) | | | | | |
|---|---|---|---|---|--|
| Township or City | (Col. 14) Total Real and Personal Property Taxable Valuations | (Col. 15) Homeowner's Principal Residence & Qualified Agricultural & Qualified Forest Property Taxable Valuations | (Col. 16) Commercial Personal Property Property Taxable | (Col. 17) Industrial Personal Property Taxable Valuations | (Col. 18) Non-Homestead and Non- Qualified Agricultural and Non-Qualified Forest Personal Property Taxable Valuations except Commerical and Industrial |
| Blackman Charter | 492,962,480 | 193,219,011 | 46,968,780 | 23,386,642 | 229,388,047 |
| Columbia | 340,497,290 | 207,715,185 | 4,959,230 | 2,835,000 | 124,987,875 |
| Concord | 70,083,110 | 53,703,769 | 815,410 | 1,778,360 | 13,785,571 |
| Grass Lake Charter | 212,662,616 | 155,584,405 | 2,023,360 | 6,422,410 | 48,632,441 |
| Hanover | 123,364,630 | 94,435,470 | 438,900 | 199,100 | 28,291,160 |
| Henrietta | 118,558,890 | 94,406,416 | 539,932 | 394,734 | 23,217,808 |
| Leoni | 371,822,967 | 230,865,730 | 1,326,522 | 6,789,631 | 120,902,384 |
| Liberty | 100,954,703 | 78,303,312 | 1,340,300 | - | 21,301,091 |
| Napoleon | 221,027,504 | 147,308,495 | 3,046,492 | 14,641,979 | 56,030,538 |
| Norvell | 125,390,198 | 78,639,319 | 550,489 | 81,582 | 46,118,808 |
| Parma | 68,436,492 | 50,631,858 | 1,099,000 | 141,600 | 16,564,034 |
| Pulaski | 47,160,422 | 38,516,563 | 270,220 | 13,950 | 8,359,689 |
| Rives | 116,262,502 | 93,935,452 | 552,200 | 615,000 | 21,159,850 |
| Sandstone Charter | 131,287,937 | 89,322,363 | 1,412,666 | 15,844,453 | 24,708,455 |
| Spring Arbor | 188,944,964 | 144,501,221 | 2,964,112 | 1,672,500 | 39,807,131 |
| Springport | 48,496,819 | 37,099,790 | 679,500 | 574,900 | 10,142,629 |
| Summit | 581,887,580 | 414,819,625 | 11,575,100 | 9,714,200 | 145,729,655 |
| Tompkins | 72,588,325 | 55,855,531 | 307,300 | 447,600 | 15,977,894 |
| Waterloo | 102,023,055 | 75,102,922 | 417,100 | 2,369,500 | 24,133,533 |
| City of Jackson | 642,428,545 | 195,852,845 | 29,304,200 | 32,487,500 | 384,784,000 |
| Totals for County | 4,176,841,029 | 2,529,819,282 | 110,590,813 | 120,410,641 | 1,404,022,593 |

| | | |
|--|-----------|------|
| Print or Type Name of County Equalization Director | Signature | Date |
| | | |

RESOLUTION (06-12.23)
AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS
CHAIR, James E. Shotwell Jr. TO SIGN MDOT CONTRACT AMENDMENT
#2009-0414/A/1 (FEDERAL PROJECT #B-26-0051-2407),
For Land Acquisition/Easement Consultant Acquisition Costs of Parcels
Parcels: 87-89; 94-96; 100 - 109

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

WHEREAS, Because of FAA Runway Safety Requirements, a new Runway 7-25 will be constructed and requires consultant services for administration of acquisition of private property and/or easements located at the approach ends of this runway, specifically Parcels: 87-89; 94-96; and 100 - 109, and

WHEREAS, The original grant in the amount of \$ 282,000 (Federal \$225,600; State 49,350 and local \$7,050) is **INCREASED** by a total of **\$3,000** (Federal \$2,400, State \$525 and Local \$525) to cover increased consultant costs; and

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

WHEREAS, Grant funds in the amount of \$3,000 were allocated by the Michigan Bureau of Aeronautics and Freight Services with an allocation of (\$2,400 Federal; \$525 State and \$525 Local) match amounts are required to cover additional expenses for consultant services for acquisition of these easements and/or parcels; and

WHEREAS, The Jackson County Board of Commissioners has legal authority to approve this resolution and sponsor contract; and

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

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

James E. Shotwell, Jr., Chairman
June 19, 2012

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on June 19, 2012 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____



J X N

Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

TO: Mike Overton Administrator/Controller & Airport Board Members

FROM: Kent Maurer, Airport Manager *KMaurer*

SUBJECT: MDOT Sponsor Contract Amendment Commission Agenda Item:
Federal Project: B-26-0051-2407
MDOT Project: 2009-0414/A1

DATE: May 29, 2012

Motion Requested: Approve the INCREASE in this Sponsor Contract in the amount of \$3,000
(Federal \$2,400, State \$525, Local \$525)

I. Background

- A. This project was for land/easement acquisition of Parcels 87-89; 94-96; and 100-109.
- B. The original Sponsor Contract was for \$282,000 and this increase the total by \$3,000 to \$285,000.

II. Current Situation

- A. The consultant on this project was Mead and Hunt and they have incurred additional expenses due to the complexities of this land/easement acquisition project and this additional grant funding will cover those expenses.
- B. The additional funding has been approved by MDOT-Aeronautics

III. Analysis

- A. Strategic: Additional grant funding to cover additional expenses.
- B. Financial: Federal/State/Local project
- C. Customer: Airport users
- D. Timing: Immediate

IV. Recommendation

I recommend approval of this request.

Attachments: Sponsor Contract/Draft Resolution

RESOLUTION ()
AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS
CHAIR, James E. Shotwell Jr. TO SIGN MDOT CONTRACT AMENDMENT
#2009-0414/A/1 (FEDERAL PROJECT #B-26-0051-2407),
For Land Acquisition/Easement Consultant Acquisition Costs of Parcels
Parcels: 87-89; 94-96; 100 - 109

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

WHEREAS, Because of FAA Runway Safety Requirements, a new Runway 7-25 will be constructed and requires consultant services for administration of acquisition of private property and/or easements located at the approach ends of this runway, specifically Parcels: 87-89; 94-96; and 100 - 109, and

WHEREAS, The original grant in the amount of \$ 282,000 (Federal \$225,600; State 49,350 and local \$7,050) is **INCREASED** by a total of **\$3,000** (Federal \$2,400, State \$525 and Local \$525) to cover increased consultant costs; and

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

WHEREAS, Grant funds in the amount of \$3,000 were allocated by the Michigan Bureau of Aeronautics and Freight Services with an allocation of (\$2,400 Federal; \$525 State and \$525 Local) match amounts are required to cover additional expenses for consultant services for acquisition of these easements and/or parcels; and

WHEREAS, The Jackson County Board of Commissioners has legal authority to approve this resolution and sponsor contract; and

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

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

James E. Shotwell, Jr., Chairman
June 19, 2012

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on June 19, 2012 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

May 11, 2012

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

Dear Mr. Maurer:

SUBJECT: Jackson County Reynolds Field
Jackson, Michigan
Fed. Proj. No. B-26-0051-2407
MDOT Contract No. 2009-0414/A1 (Amendment)

Enclosed are the original and one copy of the above-described contract amendment between your organization and the Michigan Department of Transportation. Please take time to read and understand this contract. 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.
- _____ 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 signed amendments as soon as you have secured local approval.*** One fully executed contract will be forwarded to you.

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

Sincerely,

Anu Taneja, Contract Administrator
Office of Aeronautics

Enclosures

cc: Forest Kraus
File

MICHIGAN DEPARTMENT OF TRANSPORTATION

JACKSON COUNTY BOARD OF COMMISSIONERS

AMENDMENT

THIS AMENDATORY CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and the Jackson County Board of Commissioners, hereinafter referred to as the "SPONSOR," for the purpose of amending Contract No. 2009-0414, dated June 11, 2009, hereinafter referred to as the "CONTRACT."

WITNESSETH:

WHEREAS, the CONTRACT provides for the land acquisition consultant costs for parcels 87, 88, 89, 94, 95, 96, 100, 101, 102, 103, 104, 105, 106, 107, 108, and 109 and for the relocation assistance costs for parcel 86 at the Jackson County-Reynolds Field in Jackson, Michigan; and

WHEREAS, the parties desire to amend the CONTRACT to increase the amount in order to cover higher than anticipated costs associated with the phase 2 environmental site assessment and appraisal;

NOW, THEREFORE, the parties agree that the CONTRACT be and that the same is amended as follows:

1. In order to set forth the revised services and the revised amount, Exhibit 1 of the CONTRACT, dated April 3, 2009, is replaced with Revised Exhibit 1, dated April 30, 2012, attached hereto and made a part hereof, and all references in the CONTRACT to Exhibit 1 will be construed to mean Revised Exhibit 1, dated April 30, 2012.
2. In order to increase the CONTRACT amount by Three Thousand Dollars (\$3,000.00), for a revised total CONTRACT amount of Two Hundred Eighty-Five Thousand Dollars (\$285,000.00), Section 11 of the CONTRACT is amended to read as follows:
 - "11. The PROJECT COST participation is estimated to be as shown below and as in Revised Exhibit 1. The PROJECT COST participation shown in Revised 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 | \$228,000.00 |
| Maximum DEPARTMENT Share | \$ 49,875.00 |
| SPONSOR Share | <u>\$ 7,125.00</u> |
| Estimated PROJECT COST | \$285,000.00" |

3. All other provisions of the CONTRACT, except as herein amended, remain in full force and effect as originally set forth.
4. The SPONSOR agrees that the compensation noted above represents payment in full for all services requested by the DEPARTMENT and waives any and all claims it has or may have against the DEPARTMENT that arise out of the need to amend the CONTRACT.
5. This Amendatory Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and of the DEPARTMENT and upon adoption of a resolution approving said Amendatory Contract and authorizing the signature(s) thereto of the respective representatives(s) of the SPONSOR, a certified copy of which resolution will be returned to the DEPARTMENT with this Amendatory Contract, as applicable.

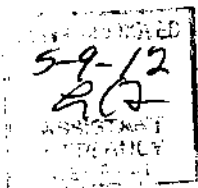
IN WITNESS WHEREOF, the parties have caused this Amendatory Contract to be awarded.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director



Revised Exhibit 1

Jackson County - Reynolds Field

Jackson, Michigan

B-26-0051-2407

FM-38-01-LAND

4/30/2012

| | Federal | State | Local | Total |
|--------------------------|-----------|----------|---------|-----------|
| ADMINISTRATION | \$2,720 | \$595 | \$85 | \$3,400 |
| DEPARTMENT - AERO | \$2,720 | \$595 | \$85 | \$3,400 |
| LAND | \$222,880 | \$48,755 | \$6,965 | \$278,600 |

Land acquisition consultant costs for parcels E87, E88, E89, 94, 95, 96, E97, E98, E99, E100, 101, 102, 103, 104, E105, E106, E107, E108, E109. Relocation assistance for parcel 86 (tenant).

| | | | | |
|------------------------------------|----------|---------|-------|----------|
| Parcel Cost (Estimate) | \$0 | \$0 | \$0 | \$0 |
| Relocation Assistance (est) | \$16,000 | \$3,500 | \$500 | \$20,000 |
| Closing Cost | \$0 | \$0 | \$0 | \$0 |

Consultant Costs

| | | | | |
|-----------------------------------|----------|----------|---------|----------|
| Exhibit A Cost | \$3,200 | \$700 | \$100 | \$4,000 |
| Phase 1 ESA Cost | \$11,200 | \$2,450 | \$350 | \$14,000 |
| Consultant Expenses | \$0 | \$0 | \$0 | \$0 |
| Preliminary Interview Cost | \$8,800 | \$1,925 | \$275 | \$11,000 |
| Acquisition/Closing Cost | \$20,000 | \$4,375 | \$625 | \$25,000 |
| Appraisal Cost | \$59,200 | \$12,950 | \$1,850 | \$74,000 |
| Appraisal Review Cost | \$18,400 | \$4,025 | \$575 | \$23,000 |
| Relocation Cost | \$8,800 | \$1,925 | \$275 | \$11,000 |
| Demolition Cost | \$0 | \$0 | \$0 | \$0 |
| Title Costs | \$2,400 | \$525 | \$75 | \$3,000 |
| Exhibit X Cost | \$4,800 | \$1,050 | \$150 | \$6,000 |
| Survey Cost | \$40,000 | \$8,750 | \$1,250 | \$50,000 |
| Coordination Cost | \$22,400 | \$4,900 | \$700 | \$28,000 |
| Miscellaneous Cost | \$7,680 | \$1,680 | \$240 | \$9,600 |

Phase 2 Environmental Site Assessment Parcel 94

| | | | | |
|---|----------------|--------------|-------------|----------------|
| Condemnation Attorney/Expert Witness | \$0 | \$0 | \$0 | \$0 |
| Additional Costs | \$2,400 | \$525 | \$75 | \$3,000 |

Original project budget had \$32,000 in contingencies now included in budget above. Additional \$3000 for increased cost associated with phase 2 ESA and appraisal.

DESIGN

CONSTRUCTION

CONTINGENCIES

| | | | | |
|--------------------------------|------------------|-----------------|----------------|------------------|
| Funding Contingencies | \$0.00 | | \$0.00 | \$0.00 |
| ORIGINAL PROJECT BUDGET | \$225,600 | \$49,350 | \$7,050 | \$282,000 |
| ADDITIONAL COSTS | \$2,400 | \$525 | \$75 | \$3,000 |
| TOTAL PROJECT BUDGET | \$228,000 | \$49,875 | \$7,125 | \$285,000 |

Region 2 Planning Commission

Serving Hillsdale, Jackson and Lenawee Counties

May 18, 2012

Mr. Michael Overton, County Administrator
Jackson County
120 W. Michigan Avenue
Jackson, Michigan 49201

Dear Mr. Overton:

On behalf of the Region 2 Planning Commission, I am submitting this letter to request adoption of an important resolution by the Board of Commissioners. The purpose of the resolution is to support the creation of an Economic Development District (EDD) through the federal Economic Development Administration (EDA) in the Region 2 planning area.

Our three-county region has recently experienced a significant number of business and industry closings resulting in long-term high rates of unemployment. Establishment of an EDD in cooperation with the Economic Development Administration (EDA) will increase the potential for economic development assistance in Jackson County and the region as a whole. Establishment of the District will be of no cost to Jackson County and will provide a number of other advantages including:

- Policymakers and leaders, including Governor Snyder, have increasingly focused on regional planning and the need for regional cooperation in all areas. District designation will demonstrate Jackson County's commitment to this concept.
- Limited availability of public resources has resulted in the need to seek the greatest 'bang for the buck'. Participating in a regional economic development district will confirm Jackson County's commitment to cooperating on economic development initiatives.
- EDDs continually review regional economic conditions. This on-going review provides stakeholders with a better understanding of the region's strengths, weaknesses, opportunities, and threats.
- EDDs provide technical assistance to member entities seeking federal and state assistance in economic development efforts. An EDD can be a clearinghouse of information for member entities seeking access to state and federal assistance.

- The Vital Project listing for the Region 2 planning area (including several proposed in Jackson County) contains projects that regional leaders see as critical to the region's development. This endorsement lends credibility to any proposal submitted to state or federal agencies.

The EDA requires that a number of documents be submitted as part of an application package for EDD designation. Among these required documents are resolutions of support from each of the county boards of commissioners. County board resolutions supporting EDD designation should include the following elements:

- A declaration of support for regional economic development district application package;
- A statement identifying the Region 2 Planning Commission as the agency responsible for the application package;
- Data which indicate that Jackson County meets the required level of economic distress.

A draft resolution which addresses these required elements is provided on the following page.

I have also enclosed the current CEDS (Comprehensive Economic Development Strategy), which was adopted in October, 2010. The CEDS is currently being updated by the CEDS Steering Committee which includes eight members representing Jackson County. Finally, I have enclosed a description of the EDA's planning program through which this effort is being conducted.

In summary, EDD status carries with it the potential for the improvement of economic conditions in Jackson County and the Region 2 planning area. Therefore, the assistance of the Jackson County Board of Commissioners is crucial as we advance toward our ultimate goal of economic prosperity.

I would be happy to attend the appropriate committee meeting when this matter is discussed and respond to any questions that may arise.

If you have any questions regarding this matter, please feel free to contact me at (517) 768-6703 or tanderso@co.jackson.mi.us.

Sincerely,

Timothy Anderson, AICP
Principal Planner

RESOLUTION

#2012-____

Supporting Designation of the Region 2 Planning Area as an Economic Development District

Whereas, Jackson County is located within the Region 2 planning area in south central lower Michigan; and

Whereas, In October, 2010, the Region 2 Planning Commission adopted a Comprehensive Economic Development Strategy (CEDS) for the Region 2 planning area which comprises Hillsdale, Jackson and Lenawee Counties; and

Whereas, Jackson County has been an active participant in the completion of the Economic Development Administration-approved CEDS; and

Whereas, Jackson County has felt the impact of adverse economic conditions and meets all applicable measures of economic distress for unemployment and per capita income as provided in 13CFR 301.3 for the 24-month period ending March, 2012; and

Whereas, the Region 2 Planning Commission is seeking Economic Development District (EDD) designation for the Region 2 planning area through the United States Economic Development Administration (EDA); and

Whereas, Jackson County believes that the designation of the Region 2 planning area as an EDD will help to ensure the full cooperation among stakeholders in the Region, along with sustainable economic development actions,

Therefore Be It Resolved that the Jackson County Board of Commissioners, as duly appointed and authorized representatives of the people of Jackson County, do hereby support the designation of the three-county Region 2 planning area, consisting of Hillsdale, Jackson, and Lenawee counties, as an Economic Development District through the Economic Development Administration.

Steven Shotwell, Chairman
Jackson County Board of Commissioners

Amanda L. Riska, Clerk
Jackson County

RESOLUTION

#06-12.27

Supporting Designation of the Region 2 Planning Area as an Economic Development District

Whereas, Jackson County is located within the Region 2 planning area in south central Lower Michigan; and

Whereas, In October, 2010, the Region 2 Planning Commission adopted a Comprehensive Economic Development Strategy (CEDS) for the Region 2 planning area which comprises Hillsdale, Jackson and Lenawee Counties; and

Whereas, Jackson County has been an active participant in the completion of the Economic Development Administration-approved CEDS; and

Whereas, Jackson County has felt the impact of adverse economic conditions and meets all applicable measures of economic distress for unemployment and per capita income as provided in 13CFR 301.3 for the 24-month period ending March, 2012; and

Whereas, the Region 2 Planning Commission is seeking Economic Development District (EDD) designation for the Region 2 planning area through the United States Economic Development Administration (EDA); and

Whereas, Jackson County believes that the designation of the Region 2 planning area as an EDD will help to ensure the full cooperation among stakeholders in the Region, along with sustainable economic development actions,

Therefore Be It Resolved, that the Jackson County Board of Commissioners, as duly appointed and authorized representatives of the people of Jackson County, do hereby support the designation of the three-county Region 2 planning area, consisting of Hillsdale, Jackson, and Lenawee counties, as an Economic Development District through the Economic Development Administration.

James E. Shotwell, Jr., Chairman
June 19, 2012

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on June 19, 2012 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____

JACKSON COUNTY PARKS

Memorandum

To: Michael Overton, County Administrator/Controller
From: Brandon Ransom, Parks Director
Date: June 1, 2012
Re: Parks Donation Report

1. The Parks and Recreation Department received a \$2,500 donation in May, 2012 from a source that wishes to remain anonymous. The donation was specified to be used for improvements in Cascades Park.

Please contact me with any questions or concerns you may have.



Jackson County

Resolution

RESOLUTION (06-12.24) **Jackson District Library Day**

Whereas, Jackson District Library works to inspire the Jackson community to discover, learn and succeed; and

Whereas, Jackson District Library actively promotes the literacy of the Jackson community; and

Whereas, Jackson District Library brings families together through its Summer Reading Program featuring the Digital Bookmobile National Tour on Saturday, June 16, 2012.; and

Whereas, Jackson District Library actively promotes a safe and enjoyable atmosphere for teens; and

Whereas, Jackson District Library provides an array of services such as outreach services and delivery for the homebound, collections at 13 locations in many formats, Business Resources, the Jackson Data Network, Financial Literacy Programs and resources, Digital Access to materials and information and many partnerships with local agencies and schools in the Jackson community; and

Therefore, Be It Resolved, that the Jackson Board of County Commissioners does hereby support Saturday, June 16, 2012, as:

Jackson District Library Day

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
June 19, 2012



Jackson County

ADMINISTRATOR / CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Personnel & Finance Committee
Board of County Commissioners

FROM: Adam J. Brown
Deputy Administrator

SUBJECT: Appropriation Contracts (3)

DATE: June 5, 2012

Motion Requested

Approve 2012 appropriation contracts between Jackson County and the Jackson County Comprehensive Traffic Safety Commission for the Jackson Traffic Safety Program (JTSP); between Jackson County and Region 2 Planning Commission for planning services; and between Jackson County and the Enterprise Group for Economic Development Services.

I. Background

- A. The Board of Commissioners appropriates money to non-county entities each year whose activities serve a public purpose that align closely with the County's responsibilities.
- B. The County has a long history of funding the JTSP program, Region 2 Planning Commission, and the Enterprise Group. A listing of services can be found in each contract.

II. Current Situation

- A. A listing of services was provided by each one of these agencies. The County's attorney, Curtis & Curtis, P.C., has itemized this list of services into an appropriation contract.
- B. We recommend approval of these three (3) appropriation contracts between Jackson County and the respective partners.

III. Analysis

- A. **Strategic –**
 - 1. JTSP – The JTSP program supports the Board's second priority of having a safe community. A portion of fines from the 12th District Court are granted to the JTSP through this appropriation. THE JTSP uses this appropriation to promote responsible and safe driving in the County.

2. Region 2 – The County uses the regional planning services offered by the Region 2 Planning Commission to support the board’s goal of having a safe community and promoting economic development.
 3. Enterprise Group – The Enterprise Group, also known as the EG, supports the Board’s top priority of economic development.
- B. **Financial** – Each of the contracts reflect the amount budgeted in the 2012 appropriation.
1. Jackson Traffic Safety Program: \$134,600
 2. Region 2 Planning Commission: \$55,340
 3. Enterprise Group: \$100,000
- C. **Legal** – State law requires county governments to have contractual agreements with an appropriation to non-county entities. These contracts are required to state the general benefit to county citizens. The document has been reviewed and approved by counsel.
- D. **Timing** – The County pays for this service on a quarterly basis. County staff has been directed not to disburse funds until contracts are approved.
- IV. **Alternatives** – The Board can choose to take no action, which may halt the service provided by these entities on our behalf.
- V. **Recommendation**

The Administrator/Controller’s Office recommends approving these three (3) 2012 appropriation contracts.

Attachments:

JTSP Contract
Region 2 Planning Commission Contract
Enterprise Group Contract

**AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN
THE COUNTY OF JACKSON AND
THE ENTERPRISE GROUP OF JACKSON, INC.**

THIS AGREEMENT (the "Agreement") is made this _____ day of _____, 2012, by and between **THE COUNTY OF JACKSON**, a Michigan municipal corporation, of 120 W. Michigan Ave., Jackson, Michigan 49201, hereinafter called the "County" and **THE ENTERPRISE GROUP OF JACKSON, INC.**, a Michigan nonprofit corporation, of One Jackson Square, Suite 1100, Jackson, Michigan 49201, hereinafter called the "The EG."

Recitals

- A. The County desires to retain The EG to promote the economic development of Jackson County, Michigan by increasing the tax base and revenues of Jackson County, and the income of its inhabitants by providing employment opportunities for them through the retention and creation of quality jobs, and by developing, retaining, and encouraging business and industry.
- B. The EG desires to provide services to the County and the citizens of Jackson County, Michigan, including without limitation, economic development related technical assistance, staff support, and advice and counsel as determined appropriate by the County Administrator and CEO of The EG.
- C. The parties desire to enter into the Agreement for the purpose of outlining the terms and conditions under which the above referenced services will be provided.

Terms and Conditions

NOW, THEREFORE, in exchange for consideration referred to in the Agreement, the adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. **General Services Provided by The EG.** The following services shall be provided by The EG to the citizens of Jackson County, Michigan and the County:
 - a. Under separate contractual agreements between The EG and each respective authority or board, The EG will manage the County Economic Development Corporation, County Brownfield Redevelopment Authority and several township Local Development Financing Authorities and Downtown Development Authorities;
 - b. Develop, maintain and operate a business retention and expansion program aimed at helping Jackson County businesses successfully compete in United States and world markets and diversify into new markets resulting in their growth within the County;
 - c. Market and sell Jackson County to companies outside Jackson County and structure deals to bring them to Jackson County to invest in new facilities and create meaningful employment opportunities;
 - d. Help build Jackson County's industrial site infrastructure;

- e. Help Jackson County companies secure government contracts through the Technical Assistance Center managed by The EG;
 - f. Assist in new business formation, entrepreneurial development and technology transfer through referral to and collaboration with the Michigan Small Business & Technology Development Center (MI-SBTDC) and through resources and business acceleration service tools available through the Jackson Technology Park SmartZoneSM and the Baker College Business Technology Center incubator, administered by The Enterprise Group of Jackson, Inc. under separate contract;
 - g. Assist with workforce training through the Jackson Area Manufacturing Association (“JAMA”) and the Academy of Manufacturing Careers.
2. **Provisions by the County.** The County shall provide The EG with reasonable access to the County GIS system, at no cost to The EG, and reasonable access to Region 2 Planning services contracted for by the County as may be determined appropriate by the County Administrator, in his or her sole discretion.
 3. **Parking Agreement.** The EG and the County, through the Jackson County Fair Board, intend to enter into an agreement for reciprocal parking involving the Jackson County Fairgrounds and parking spaces developed for the Armory Arts Project. Said reciprocal parking shall be based upon mutually agreed terms and conditions, with the provision that reciprocal parking shall be at no cost to either party. Should The EG assign its development rights or convey the property to another party, The EG will suggest that the controlling party will seek a similar agreement with the Jackson County Fair Board.
 4. **Service Fees.** County agrees to pay The EG an amount equal to \$25,000.00 per quarter upon submission of a written invoice by The EG, with the entire annual fee not to exceed \$100,000.00.
 5. **Budget.** This Agreement is subject to an annual budget appropriation by the County. On or before July 1 of each year, The EG shall submit a request for funding to the County Administrator for the following calendar year. If the parties agree to extend this Agreement beyond the initial term as outlined herein, payment shall be made in the first week of each new quarter covered by this Agreement.
 6. **Term of the Agreement.** This term of this Agreement shall commence on the 1st day of January 2012 and shall continue through the close of the business day on the 31st day of December 2012. This annual investment of the County shall be allocated to support the Economic Development operations of The EG.
 7. **Termination.** Either party may terminate this Agreement, with or without cause, without further liability, by giving the other party at least ninety (90) days written notice of termination. In the event this Agreement is terminated as outlined, both parties shall continue to abide by the provisions of this Agreement through the close of the business day on the effective date of termination, unless otherwise mutually agreed to in writing.

8. **No Creation of Legal Entity.** This Agreement does not create a separate legal entity, a public body corporate, or a joint venture. The EG is a separate, legal entity operating under the laws of the State of Michigan, subject to direction and control by its board of directors. All persons employed and/or contracted by The EG and providing services to the County under this Agreement shall be employees of The EG, or contractual workers with The EG, and shall not be considered employees of the County.
9. **Authority.** Neither by this agreement, nor by its membership in The EG does the County delegate any authority to make decisions for the County. The EG's powers and purpose by virtue hereof are fact finding, informational, recommendatory, or advisory with no decision-making authority in relation to the County.
10. **Indemnification.** To the extent not otherwise prohibited by law, The EG shall hold the County (including for purposes of this paragraph, its commissioners, officers, employees and/or agents) harmless, indemnify them for, and defend them (with legal counsel reasonably acceptable to them) against any cause of action, claim, damage, or liability, including reasonable attorney fees, that may arise as a result from the services being provided by The EG as contemplated in this Agreement. This indemnification shall be in addition to any insurance coverage required herein, and shall survive the termination of this Agreement.
11. **Insurance.** The EG shall maintain ordinary and necessary liability insurance coverage for its operations acceptable to the County; and shall name the County as an additional insured on its liability insurance if reasonably practicable.
12. **Entire Agreement.** This is the entire agreement between the parties regarding its subject matter and it supersedes and replaces all prior and contemporaneous agreements. It may not be amended except in writing signed by both of the parties hereto. The headings in the Agreement are for convenience only, and shall not be considered a part of the Agreement but the Recitals are an integral part of the Agreement.
13. **Governing Law.** The terms and conditions of the Agreement shall be governed by the laws of the State of Michigan.
14. **Notices.** Any written notice required or permitted in the Agreement shall be given by certified mail, return receipt requested, or by hand delivery, and addressed to County Administrator, on behalf of the County, and the Registered Agent, on behalf of The EG, at the address of that party first written above.
15. **Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of governmental immunity or other defenses to liability of either party or any officer or employee of either party.
16. **Federal, State or Other Grants.** Any grants from Federal, State, or other public or private sources to either the County or The EG in conjunction with the services contemplated in this Agreement shall be retained by the party receiving the grant free of any claim by the other party, unless mutually agreed upon in writing.

IN WITNESS WHEREOF, each of the parties has caused the Agreement to be executed as of the date first written above, pursuant to a resolution of its governing body.

The County of Jackson

By: _____
Its: _____

ATTEST:

Secretary

The Enterprise Group of Jackson, Inc.

By: _____
Its: _____

ATTEST:

Secretary

**PLANNING SERVICES AGREEMENT
BETWEEN
THE COUNTY OF JACKSON
AND
THE REGION 2 PLANNING COMMISSION**

This Agreement (the “Agreement”) is made between the County of Jackson, a Michigan municipal corporation, of 120 W. Michigan Ave., Jackson, Michigan 49201 (the “County”) and the Region 2 Planning Commission, a regional planning commission created by resolution pursuant to Public Act 281 of 1945, MCL 125.11, *et seq.*, of 120 W. Michigan Ave., Jackson, Michigan 49201 (the “R2PC”).

Recitals

- A. R2PC (and its predecessor agency, the Jackson Metropolitan Area Regional Planning Commission) has provided, and desires to continue providing, community planning services to the County since 1968.
- B. The County desires to retain the services of R2PC, as the County’s membership with R2PC is instrumental in local government, planning, and transportation as the services are of a benefit to the citizens of Jackson County, Michigan.
- C. A source of revenue for R2PC is membership dues to be used by the local units of government for planning services.
- D. The County is a member in good standing of R2PC, and appoints Commissioners, which participate and govern the operations and activities of the R2PC staff.

Terms and Conditions

NOW, THEREFORE, in exchange for consideration referred to in the Agreement, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services:

Subject to the terms and conditions set forth in this Agreement, R2PC shall provide mutually agreed upon governmental and community planning services, and serve in the capacity of planning staff for the County. The staff services provided by R2PC shall include the following:

- a) Administrative and planning services related to the Jackson County Community Planning Committee including, but not limited to, the development of the Community Comprehensive Plan and its implementation.
- b) Review and suggest recommendations on township zoning ordinance amendments (e.g. re-zonings and text amendments) subject to review by the County Affairs Committee, which acts as the County Zoning Coordinating

Committee in accordance with the Michigan Zoning Enabling Act, as stated in PA 110 of 2006.

- c) Assist the Jackson County Parks Commission in the preparation and maintenance of its Recreation Plan (either separately or in conjunction with other communities), which is subject to approval of the County Board of Commissioners.
- d) Assist in the preparation of grant applications for funding for the Jackson County Parks Commission projects, which is subject to the approval of the County Board of Commissioners.
- e) Assist in the implementation of the Hazard Mitigation Plan in the County with the coordination of efforts with the Michigan State Police (MSP) and the Federal Emergency Management Agency (FEMA).
- f) Prepare an Annual update of the Comprehensive Economic Development Strategy and establishment of an Economic Development District for the Region through the Economic Development Administration, U. S. Department of Commerce.
- g) Other projects, plans, assistance on grant applications, recommendations, or services assigned to R2PC staff as mutually agreed upon by the County Administrator and R2PC.

2. Compensation and Reimbursement of Costs:

- a) For each calendar year during the term of this Agreement, the parties shall mutually agree on a budget for the scope of services by R2PC staff. The budget shall include membership dues payable to R2PC in accordance with the bylaws approved by R2PC. The bylaws are applicable to all governmental members of R2PC. Included in the budget should be an estimated cost of services to be provided during the County's calendar year. The budget may be amended during the calendar year with approval of the County Administrator and the Executive Director of R2PC.
- b) Planning program expenses shall include staff time, mileage, and other reasonable and legitimate expenses related to the performance of planning services. R2PC staff time charged will be an hourly rate, based on applicable salary and fringe benefits. The planning program expenses will include indirect costs as approved by the Federal Highway Administration (FHWA) and in accordance with R2PC's approved cost allocation plan.
- c) R2PC shall maintain appropriate financial and other records relating to the planning services performed under this Agreement. The County shall have access to, and the right to audit, such records at all reasonable times. All

charges by the R2PC staff to the County's planning programs will be documented with appropriate time and expense records. Once the records are audited by R2PC's outside audit firm, the records will be retained for a period of three (3) years per R2PC's fiscal year.

- d) Payment for all services provided by R2PC pursuant to this Agreement, the County shall remit payment to R2PC each quarter an amount equal to one-fourth (1/4) of the membership dues. A written progress report and statement shall be provided to the County on a monthly basis.
- e) This Agreement is subject to an annual budget appropriation by the County. On or before May 1 of each year, R2PC shall submit an appropriations request form to the County Administrator or his/her designee for the following fiscal year.

3. County Membership Dues:

Once R2PC has received the County's membership dues pursuant to 2(d) above, the County shall be entitled to the appointment of Commissioners (representatives) to R2PC. The County shall have membership privileges, responsibilities, and opportunities associated with membership as provided in the R2PC by-laws and the day-to-day ongoing operations and dealings of R2PC. This also includes the benefits associated with the R2PC's area-wide planning and transportation programs.

4. No Creation of Legal Entity or Employment Relationship:

This Agreement does not create a separate legal entity, a public body corporation, or a joint venture. R2PC is a separate entity operating under the laws of the State of Michigan, subject to direction and control by its commission members. All persons employed and/or contracted by R2PC and providing services to the County under this Agreement shall be employees and/or contractors of R2PC and shall not be considered employees or contractors of the County, notwithstanding any economic reality and/or control test developed at law or equity.

5. Compliance with Laws and Regulations:

R2PC shall be in compliance with all laws and regulations in regards to applicable statutes, ordinances, laws, rules, regulations, orders, and requirements of any federal, state, or municipal government regarding the performance of services under this Agreement.

6. Insurance and Indemnification:

During the term of this Agreement, R2PC shall maintain ordinary and necessary liability insurance coverage for its operations in an amount acceptable to the County.

R2PC agrees to indemnify, defend (including legal counsel reasonably acceptable to them) and hold harmless the County, its officers, commissioners, committee members, elected officials, employees, and agents, from and against any and all causes of action, claims,

damages, losses, expenses, or other liability, including personal injury or property damages, arising out of the performance of R2PC's obligations under this Agreement. This indemnification shall be in addition to any insurance coverage required herein, and shall survive the termination of this Agreement.

7. Termination of Agreement:

This agreement is effective from the date approved and shall continue on successive yearly terms, subject to paragraph 2(e) above, and may be terminated as follows::

a) In the event both parties mutually agree, in writing, the specific terms and dates stipulated therein to end the Agreement.

b) In the event of a material breach of the Agreement by either of the parties, the non-defaulting party may terminate this Agreement by notice of the material breach to the defaulting party. Following the receipt of the notice of the breach, the breach must be corrected within thirty (30) days by the defaulting party. If the breach is not corrected within the thirty (30) days of the receipt of the notice from the non- defaulting party, this Agreement may be terminated immediately by the non-defaulting party by written notice to the defaulting party.

c) In the event either party gives the other party ninety (90) days advance written notice of termination, with or without cause, then this Agreement shall terminate on the termination date specified in such notice. In the event of such termination by the County, without cause, R2PC shall be entitled to payment of its actual costs for services performed under this Agreement prior to the termination date in accordance with Section 3 of this agreement.

d) In the event this Agreement is terminated as outlined, both parties shall continue to abide by the provisions of this Agreement through the close of the business day on the effective date of termination, unless otherwise mutually agreed to in writing.

8. Miscellaneous Provisions:

a) This Agreement contains the entire agreement between the County and the R2PC. This Agreement supersedes all other oral or written agreements between the parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. The headings in the Agreement are for convenience only, and shall not be considered a part of the Agreement but the Recitals are an integral part of the Agreement.

b) This Agreement or any obligations or rights under this Agreement shall not be assigned, delegated or subcontracted by R2PC without the prior written consent of the County.

c) While performing its obligations under this Agreement, R2PC shall not unlawfully discriminate against any person on the basis of religion, race, color, national origin, age, sex, height, weight, marital status, disability, or any other legally protected class.

d) All notices shall be in writing and shall be deemed given when hand delivered, sent by recognized courier service, or when mailed first class, and addressed to County Administrator, on behalf of the County, and the Executive Director, on behalf of R2PC, at the address of that party first written above.

e) This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any claim arising under or related to this Agreement shall be brought in the 4th Judicial Circuit Court of the State of Michigan, the 12th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

f) This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the parties.

g) Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect its right to require strict performance of this Agreement.

h) If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

IN WITNESS WHEREOF, the following signatories hereby acknowledge that he/she have been authorized by a resolution of their respective governing bodies to execute this Agreement on behalf of the County and R2PC, respectively, and hereby accepts and binds them to the terms and conditions of this Agreement.

Signed by: _____ Date: _____
James E. Shotwell, Chairman
County of Jackson

Signed by: _____ Date: _____
Steven M. Duke, Executive Director
Region 2 Planning Commission

**TRAFFIC SAFETY COMMISSION AGREEMENT
BETWEEN
THE COUNTY OF JACKSON, ON BEHALF OF THE JACKSON COUNTY
COMPREHENSIVE TRAFFIC SAFETY COMMISSION
AND
THE REGION 2 PLANNING COMMISSION**

This Agreement (the “Agreement”) is made between the County of Jackson, a Michigan municipal corporation, of 120 W. Michigan Ave., Jackson, Michigan 49201 (the “County”) on behalf of the Jackson County Comprehensive Traffic Safety Commission (the “JCCTSC”) and the Region 2 Planning Commission, a regional planning commission created by resolution pursuant to Public Act 281 of 1945, MCL 125.11, *et seq.*, of 120 W. Michigan Ave., Jackson, Michigan 49201 (the “R2PC”).

Recitals

- A. R2PC has provided, and desires to continue providing, certain services to the County, including, without limitation, the following:
 - i. administrative, financial, and other duties as assigned to the Jackson Traffic Safety Program (“JTSP”);
 - ii. administrative and financial reporting support to the Office of Highway Safety Planning (“OHSP”) for the Strategic Traffic Enforcement Program-Safety Belt and the Strategic Traffic Enforcement Program-Impaired Driving;
- B. The JTSP works in conjunction with local law enforcement agencies, the Jackson County Sheriff’s Department, the Jackson Police Department, and the Michigan State Police to enforce the laws on local, state, and interstate roads. The JTSP local grant assists with the Jackson County Health Department’s car seat program and the Jackson County Intermediate School District’s Safetyville program.
- C. The OHSP uses local law enforcement agencies for seatbelt and impaired driving activities for scheduled enforcements during the federal governmental fiscal year (October 1 – September 30).
- D. The JTSP and OHSP programs provide funding to local agencies to assist with traffic enforcement activities and provide funding for community safety awareness and educational efforts throughout Jackson County.
- E. The County desires to retain the services of R2PC as these services are of a benefit to the citizens of Jackson County, Michigan.

Terms and Conditions

NOW, THEREFORE, in exchange for consideration referred to in the Agreement, the adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. **Scope of Services:**

Subject to the terms and conditions set forth in this Agreement, R2PC shall provide mutually agreed upon administrative and financial services, and serve in the capacity of JTSP Project Director and Financial Officer for the County. The staff services provided by R2PC shall include the following:

- a) Administrative services provided by R2PC staff related to the JTSP and the OHSP include the following:
 - 1. Project Director of the JTSP and OHSP;
 - 2. Schedule and coordinate the JTSP quarterly meetings;
 - 3. Facilitate the JTSP and OHSP strategic planning grant projects and Project Prom/Graduation activities for area high schools;
 - 4. File OHSP quarterly traffic enforcement reports and other requested information; and
 - 5. Other grant projects, assistance, recommendations, or services assigned to R2PC staff as mutually agreed upon by the County Administrator and the JCCTSC as they relate to the JTSP program.
- b) Financial services provided by R2PC staff related to the JTSP and the OHSP include the following:
 - 1. Financial Officer of the JTSP and OHSP grants;
 - 2. Provide financial information for the JTSP quarterly meetings;
 - 3. Review and budget for the JTSP and OHSP strategic planning grant projects and Project Graduation/Prom for area high schools;
 - 4. File OHSP quarterly financial reports for reimbursement of pass-through funds to the local law enforcement agencies;
 - 5. Provide financial information as requested during the County's annual fiscal year audit;
 - 6. Review and maintain the JTSP program restricted fund balance within the R2PC general ledger accounting system; and
 - 7. Other grant projects, assistance, recommendations, or services assigned to R2PC staff as mutually agreed upon by the County Administrator and R2PC as they relate to the JTSP program.

The JTSP project director and the R2PC financial officer shall work cooperatively to assure information is current and available for the quarterly meetings and upon request.

2. **Compensation and Reimbursement of Costs:**

- a) For each fiscal year (October 1 - September 30), the parties shall mutually agree on a budget for the scope of services provided by R2PC staff. The budget shall include an estimate of revenue provided by the 12th District Court and be included in the JTSP annual work program. The budget may be amended during the fiscal year with the approval of the County Administrator, the JCCTSC, and R2PC.
- b) JTSP program expenses shall include staff time, mileage, and other reasonable legitimate expenses related to the performance of services. R2PC staff time charged will be an hourly rate, based on applicable salary and fringe benefits. The JTSP program expenses will include indirect costs as approved by the Federal Highway Administration (FHWA) and in accordance with R2PC's approved cost allocation plan.
- c) R2PC shall maintain appropriate financial and other records relating to the JTSP program services performed under this agreement. The County shall have access to, and the right to audit such records at all reasonable times. All charges by the R2PC staff to the JTSP program will be documented with appropriate time and expense records. Upon completion of the R2PC annual audit, the records will be retained for a period of three (3) years per OHSP recommended guidelines.
- d) This Agreement is subject to an annual budget appropriation by the County. On or before May 1 of each year, R2PC shall submit an appropriations request form to the County Administrator or his/her designee for the following fiscal year.

3. **Revenue:**

The revenue source for the JTSP is generated by law enforcement personnel through traffic fines assessed and collected by the 12th District Court. A portion of the fines are forwarded to the County and dedicated to the JTSP. Each month, the JTSP requests the revenue transfer to R2PC. The revenue is then receipted to the JTSP for staff charges, expenses, and local grant disbursements. The OHSP annual grant revenue is generated by the filing of reports (traffic enforcement, progress reports and financial reporting). The funds are receipted into the appropriate OHSP grant program and passed-through to the local law enforcement agencies per their approved grants.

As with all federal, state, and local grant programs, continuation of the JTSP and OHSP programs are contingent on available funding through the 12th District Court and the Office of Highway Safety Planning.

4. **No Creation of Legal Entity or Employment Relationship:**

This Agreement does not create a separate legal entity, a public body corporation, or a joint venture. R2PC is a separate entity operating under the laws of the State of Michigan, subject to direction and control by its commission members. All persons employed and/or contracted by R2PC and providing services to the County under this Agreement shall be employees and/or contractors of R2PC and shall not be considered employees or contractors of the County, notwithstanding any economic reality and/or control test developed at law or equity.

5. **Compliance with Laws and Regulations:**

R2PC shall be in compliance with laws and regulations in regards to applicable statutes, ordinances, laws, rules, regulations, orders, and requirements of any federal, state, or local government regarding the performance of services under this Agreement.

6. **Insurance and Indemnification:**

During the term of this Agreement, R2PC shall maintain ordinary and necessary liability insurance coverage for its operations in an amount acceptable to the County.

R2PC agrees to indemnify, defend (including legal counsel reasonably acceptable to them) and hold harmless the County, representing the JCCTSC, its officers, commissioners, committee members, elected officials, employees, and agents, from and against any and all causes of action, claims, damages, losses, expenses, or other liability, including personal injury or property damages, arising out of the performance of R2PC's obligations under this Agreement. This indemnification shall be in addition to any insurance coverage required herein, and shall survive the termination of this Agreement.

7. **Termination of Agreement:**

This agreement is effective from the date approved and can be terminated by either party by thirty (30) days' written notice, and includes the following conditions:

- a) Once the agreement is terminated, all current governmental fiscal year records and unpaid grants will be copied and forwarded to the County within thirty (30) days after the notice of termination.
- b) The County, representing the JCCTSC, must request, in writing, the transfer of the remaining Fund Balance from the JTSP program.
- c) The County, representing the JCCTSC, will notify, in writing, the Office of Highway Safety Planning, of the staffing changes of the Project Director and Financial Officer.
- d) In the event of such termination, R2PC shall be entitled to payment of its actual costs for services performed under this Agreement prior to the termination date in accordance with Section 3 of this Agreement.
- e) In the event of such termination, both parties shall continue to abide by the provisions of this Agreement through the close of the business day on the effective date of termination, unless otherwise mutually agreed to in writing.

8. **Miscellaneous Provisions:**

- a) This Agreement contains the entire agreement between the County and the R2PC. This Agreement supersedes all other oral or written agreements between the parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. The headings in the Agreement are for convenience only, and shall not be considered a part of the Agreement but the Recitals are an integral part of the Agreement.
- b) This Agreement or any obligations or rights under this Agreement shall not be assigned, delegated or subcontracted by R2PC without the prior written consent of the County.
- c) While performing its obligations under this Agreement, R2PC shall not unlawfully discriminate against any person on the basis of religion, race, color, national origin, age, sex, height, weight, marital status, disability, or any other legally protected class.
- d) All notices shall be in writing and shall be deemed given when hand delivered, sent by recognized courier service, or when mailed first class, and addressed to County Administrator, on behalf of the County, and the Executive Director, on behalf of R2PC, at the address of that party first written above.
- e) This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any claim arising under or related to this Agreement shall be brought in the 4th Judicial Circuit Court of the State of Michigan, the 12th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
- f) This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the parties.
- g) Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect its right to require strict performance of this Agreement.
- h) If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

IN WITNESS WHEREOF, the following signatories hereby acknowledge that he/she have been authorized by a resolution of their respective governing bodies to execute this Agreement on behalf of the County and R2PC, respectively, and hereby accepts and binds them to the terms and conditions of this Agreement.

Signed by: _____ Date: _____
Michael Overton, Administrator
County of Jackson

Signed by: _____ Date: _____
Steven M. Duke, Executive Director
Region 2 Planning Commission



Jackson County
Administrative Services
120 W. Michigan Ave. Jackson MI 49201
Telephone (517)788-4318

Memorandum

To: Personnel & Finance Committee
From: James Latham, CPA - Acting Finance Officer
Date: June 5, 2012
Re: April 2012 General Fund Budget to Actual summary

SUMMARY: The April 2012 YTD (4 months) benchmark is 33.33% of annual budget.

The April YTD expenditure percent total for the General Fund is 32.38%.

REVENUE- YTD – Because this is only the fourth month of the fiscal year, revenue percentages will not necessarily reflect annual trends. These financials are presented on a cash basis and therefore the first several months of 2012 may include cash revenue attributed to 2011. Property tax revenue is recognized beginning in July.

EXPENSE- YTD – Comments with respect to several Org Keys showing variances greater than the benchmark are included. A number of these variances are attributed to annual payments made for line item expenses such as dues, insurance and maintenance.

**JACKSON COUNTY
GENERAL FUND-EXPENSE
FOR THE PERIOD ENDED
APRIL 30, 2012
(cash basis)**

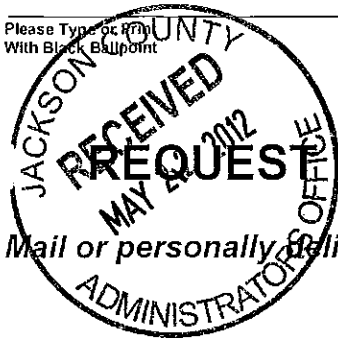
| DEPARTMENT | | BUDGET | ACTUAL | PER CENT EXPENDED | COMMENTS |
|------------------------------------|--------|------------|-----------|----------------------|-----------------------------------|
| Board of Commissioners | 101101 | 220,100 | 84,877 | 38.56% | Includes prepaid annual dues |
| Legislative Total | 101101 | 220,100 | 84,877 | | |
| Circuit Court | 101131 | 2,179,853 | 728,770 | 33.43% | |
| Jury Commission | 101135 | 218,969 | 85,882 | 39.22% | |
| 12 th District Court | 101136 | 3,538,357 | 1,075,768 | 30.40% | |
| Adult Probation-Circuit Court | 101151 | 15,316 | 4,718 | 30.80% | |
| Prosecuting Attorney | 101229 | 1,865,780 | 596,463 | 31.97% | |
| Public Defender | 101230 | 1,098,682 | 371,302 | 33.80% | |
| Prosecuting Attny/Child Support | 101231 | 238,141 | 79,444 | 33.36% | |
| Prosecuting Attny/Victim Rights | 101232 | 196,539 | 67,555 | 34.37% | |
| District Court-Intensive Probation | 101279 | 152,225 | 54,854 | 36.03% | |
| Community Corrections Board | 101354 | 218,723 | 61,867 | 28.29% | |
| Judicial Total | | 9,722,585 | 3,126,623 | 32.16% | |
| Sheriff | 101301 | 4,457,886 | 1,506,114 | 33.79% | |
| Road Patrol | 101303 | 220,876 | 62,454 | 28.28% | |
| Lawnet Narcotics Grant | 101311 | 227,792 | 78,131 | 34.30% | |
| Marine Law enforcement | 101331 | 83,205 | 2,628 | 3.16% | |
| Emergency Dispatch | 101345 | 1,396,857 | 475,444 | 34.04% | |
| County Jail/Wesley Street | 101351 | 6,157,824 | 2,019,990 | 32.80% | |
| Emergency Management | 101355 | 107,960 | 36,950 | 34.23% | |
| Truancy Grant | 101356 | 116,872 | 53,244 | 45.56% | |
| Animal Shelter | 101430 | 304,042 | 99,250 | 32.64% | |
| Animal Control | 101431 | 234,313 | 49,721 | 21.22% | |
| Public Safety Total | | 13,307,627 | 4,383,926 | 32.94% | |
| Public Elections | 101191 | 218,553 | 73,336 | 33.56% | |
| County Administrator/Controller | 101201 | 318,540 | 133,608 | 41.94% | Includes moving expense |
| County Clerk | 101215 | 958,222 | 308,495 | 32.19% | |
| GIS | 101222 | 185,041 | 68,598 | 37.07% | |
| Administrative Services | 101223 | 284,101 | 96,270 | 33.89% | |
| Equalization | 101225 | 523,409 | 145,907 | 27.88% | |
| Human Resources | 101226 | 346,707 | 156,771 | 45.22% | See Budget Amendment |
| Register of Deeds | 101236 | 296,270 | 104,847 | 35.39% | |
| Remonumentation | 101245 | 68,043 | 25 | 0.04% | |
| County Treasurer | 101253 | 103,682 | 38,860 | 37.48% | |
| MSU Extension | 101257 | 294,120 | 35,032 | 11.91% | |
| Information Technology | 101258 | 981,381 | 414,713 | 42.26% | Includes annual maint. agreements |
| Courthouse Maintenance | 101265 | 589,174 | 192,049 | 32.60% | |
| Northlawn Complex Maintenance | 101267 | 269,267 | 101,741 | 37.78% | |
| Tower Building Maintenance | 101268 | 705,244 | 267,681 | 37.96% | |
| Woolworth Building Maintenance | 101269 | 9,945 | 4,646 | 46.72% | |
| Blackstone Complex Maintenance | 101273 | 10,205 | 4,290 | 42.04% | |
| Human Services Building | 101274 | 302,878 | 112,579 | 37.17% | |
| Drain Commissioner | 101275 | 200,982 | 57,941 | 28.83% | |
| General Government Total | | 6,665,764 | 2,317,389 | 34.77% | |
| Medical Examiner | 101648 | 313,053 | 108,672 | 34.71% | |
| Dept on Aging/In Home Services | 101670 | 639,769 | 203,337 | 31.78% | |
| Dept on Aging/Senior Center | 101671 | 82,305 | 28,280 | 34.36% | |
| Dept on Aging/Senior Programs | 101672 | 263,096 | 85,750 | 32.59% | |
| Dept on Aging/Home Delivered Meals | 101673 | 1,040,111 | 365,139 | 35.11% | |
| Dept on Aging/Congregate Meals | 101674 | 365,483 | 118,528 | 32.43% | |
| Dept on Aging/Geriatric Mental | 101678 | 184,946 | 57,300 | 30.98% | |
| Veterans Burial Claims | 101681 | 32,600 | 14,556 | 44.65% | |
| Veterans Affairs | 101689 | 123,536 | 41,232 | 33.38% | |
| Social Service Total | | 3,044,899 | 1,022,794 | 33.59% | |

**JACKSON COUNTY
GENERAL FUND-EXPENSE
FOR THE PERIOD ENDED
APRIL 30, 2012
(cash basis)**

| DEPARTMENT | | BUDGET | ACTUAL | PER CENT EXPENDED | COMMENTS |
|----------------------------|--------|-------------------|-------------------|----------------------|------------------------------|
| Retirees' Health Insurance | 101632 | 1,276,222 | 503,531 | 39.45% | |
| Contingency | 101890 | 264,774 | - | 0.00% | |
| Appropriations | 101998 | 830,299 | 80,078 | 9.64% | |
| Misc. Expenses | 101999 | 1,153,750 | 664,743 | 57.62% | Includes annual ins. premium |
| Other Total | | 3,525,045 | 1,248,352 | 35.41% | |
| <hr/> | | | | | |
| Operating Transfer Out | 101982 | 5,673,309 | 1,468,152 | 25.88% | |
| GENERAL FUND TOTALS | | 42,159,329 | 13,652,113 | 32.38% | |
| <hr/> | | | | | |
| YTD BENCHMARK | | | | 33.33% | |

Commissioner Board Appointments – June 2012

| <u>BOARD</u> | <u>NEW TERM EXPIRES</u> | <u>CURRENT MEMBER</u> | <u>APPLICANTS</u> | <u>COMMITTEE RECOMMENDED APPOINTMENTS</u> |
|---|---------------------------------|-----------------------|-------------------|---|
| Jackson County Airport-Reynolds <u>Field Joint Airport Zoning Board</u> (<i>New Board</i>) | | | | |
| 1) One public member | 4/2015 | Thomas Schaffner | Thomas Schaffner | Thomas Schaffner |
| <i>*This member must be from Grass Lake, Norvell or Waterloo Townships</i> | | | | |
| <u>County Building Authority</u> | | | | |
| 1) One public member | 6/2015 | Tony Samon | Tony Samon | Tony Samon |
| <u>Farmland Preservation Committee</u> | | | | |
| 1) One public member | 6/2015 | Charity Steere | Charity Steere | Charity Steere |
| 1) One elected Township official | 6/2015 | Andrew Grimes | Andrew Grimes | Andrew Grimes |
| 1) One public member with agricultural interests | 6/2015 | JuliAnne Kolbe | William Porath | William Porath |
| 1) One Commissioner member | 6/2013 | Dave Lutchka | Dave Lutchka | Dave Lutchka |
| <u>Upper Grand River Watershed Alliance</u> | | | | |
| 1) One public member | 5/2014 | David Reeverts | | |
| 1) One public member | 5/2014 | Harley Darnell | | |



COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: County of Jackson Administrator/Controller's Office- 6th Floor
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 fax (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions. Persons who wish to serve should complete the following information.

NAME: Schaffner Thomas F.
Last First Middle Initial
HOME
ADDRESS: 7601 Case Rd Brooklyn 49230
Street City Zip Code
TELEPHONE: (517) 938-8325 schaffnertom@yahoo.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Airport zoning Board 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

| Activity/Organization: | Length of Service | Position(s) Held: |
|----------------------------|-------------------|--------------------|
| <u>Napoleon Fire Dept.</u> | <u>25 yrs.</u> | <u>firefighter</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Employment:

| Current Employer: | Position: | Dates of Employment: |
|-------------------|-----------|----------------------|
| <u>Retired</u> | _____ | _____ |

Education:

B.S. Teaching & Associates degree in Criminal Justice

Please indicate why you are requesting appointment to this Board(s)/Commission(s):

I am interested in airports. I'm a private pilot myself.

Additional Information you feel may be helpful in considering your request for Appointment:

Thomas F. Schaffner
Signature

May 24, 2012
Date

COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *County of Jackson Administrator/Controller's Office*
120 West Michigan Avenue, Jackson, MI 49201

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions. Persons who wish to serve should complete the following information.

NAME: Samon Anthony J
Last First Middle Initial

ADDRESS: 4311 Donnelly Road Jackson 49201
Street City Zip Code

TELEPHONE: (517)937-7103 (517)784-4800
Home (Include Area Code) Work or Business (Include Area Code)

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Building Authority 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

| Activity/Organization: | Length of Member | Position(s) Held: |
|-----------------------------------|------------------|---------------------------------------|
| <u>Building Authority</u> | <u>12 years</u> | <u>Chairman, Treasurer, Secretary</u> |
| <u>Hospital Finance Authority</u> | <u>5 year</u> | <u>Secretary</u> |
| _____ | _____ | _____ |

Employment:

| | | |
|--------------------------------|--------------------------------|-------------------------------|
| <u>Community Action Agency</u> | <u>Chief Financial Officer</u> | <u>January 2002 - Present</u> |
| Current Employer: | Position: | Dates of Employment: |

Education:

Eastern Michigan University - BBA, Major in Accounting, Certified Public Accountant, Member AICPA, MACPA

Please indicate why you are requesting appointment to this Board/Commission:

I hope to continue to work on the important projects ahead of the County Building Authority using my experience working in the municipal finance and business. I am aware of the severe financial constraints facing all municipalities and feel the County will have a significant benefit from using my expertise.

Additional Information you feel may be helpful in considering your request for Appointment:

Anthony J. Samon 6/8/12
Signature: Date:

JACKSON COUNTY
RECEIVED
MAY 25 2012
ADMINISTRATORS OFFICE
COUNTY OF JACKSON
REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personal deliver to: **County of Jackson Administrator/Controller's Office- 6th Floor**
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 fax (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions. Persons who wish to serve should complete the following information.

NAME: Steere, Charity, W.
Last First Middle Initial
HOME
ADDRESS: 5259 Maute Rd. Grass Lake 49240
Street City Zip Code
TELEPHONE: (517) 522-5010 charitysteere@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Farmland Preservation Committee 3.

Community Activities/Civic Organization/Boards/Commissions:

| Activity/Organization: | Length of Service | Position(s) Held: |
|--|---|-------------------------|
| <u>Legacy Land Conservancy</u> | <u>8.1.03 - 8.31.10, 7.1.11 - Present</u> | <u>Trustee</u> |
| <u>Waterloo Hunt Club</u> | <u>2.1.01 - 2.1.04</u> | <u>Trustee</u> |
| <u>Jackson County Farmland Pres. Comm.</u> | <u>Formation - Present</u> | <u>committee member</u> |

Employment:

| Current Employer: | Position: | Dates of Employment: |
|-------------------|------------------|--------------------------|
| <u>self</u> | <u>housewife</u> | <u>8.20.70 - Present</u> |

Education:

BA Education, U of MI
Please indicate why you are requesting appointment to this Board(s)/Commission(s):
Seeing land development patterns in SE MI over my life-span has made me acutely aware of the need to protect our local food sources - farmland.
Additional Information you feel may be helpful in considering your request for Appointment:

Charity Steere
Signature

5.21.12
Date



COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: County of Jackson Administrator/Controller's Office- 6th Floor
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 fax (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions. Persons who wish to serve should complete the following information.

NAME: Grimes Andrew R
Last First Middle Initial
HOME ADDRESS: 9485 Kinch Rd Jackson 49201
Street City Zip Code
TELEPHONE: (517) 206-8413 HTFO@3@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Farmstead Preservation Committee 3. _____

Community Activities/Civic Organization/Boards/Commissions:

| Activity/Organization: | Length of Service | Position(s) Held: |
|--------------------------------|-------------------|-------------------|
| <u>Hennelle Fire Dept.</u> | <u>17 years</u> | <u>Captain</u> |
| <u>Hennelle Township Board</u> | <u>4 years</u> | <u>Trustee</u> |
| _____ | _____ | _____ |

Employment:

| | | |
|-------------------|-----------------|----------------------------|
| <u>Chrysler</u> | <u>operator</u> | <u>6-15-98 - (current)</u> |
| Current Employer: | Position: | Dates of Employment: |

Education:

Please indicate why you are requesting appointment to this Board(s)/Commission(s):

Additional Information you feel may be helpful in considering your request for Appointment:

[Signature]

5-21-2012

Signature

Date

COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *County of Jackson -- Administrator/Controller's Office -- 6th Floor*
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 FAX (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions.
Persons who wish to serve should complete the following information.

NAME: Porath William
Last First, Middle Initial
HOME ADDRESS: 6257 Kennedy RD Munith 49259
Street City Zip Code
TELEPHONE: 517 812 9224 Porathfarms@yahoo.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Agriculture Preservation Board 2. 3.

Community Activities/Civic Organization/Boards/Commissions:

| Activity / Organization: | Length of Service | Position (s) Held: |
|--------------------------|-------------------|--------------------|
| <u>4H</u> | <u>Four years</u> | <u></u> |
| <u></u> | <u></u> | <u></u> |
| <u></u> | <u></u> | <u></u> |

Employment:

| | | |
|------------------------|--------------------|-----------------------------|
| <u>Wiltse Electric</u> | <u>Electrician</u> | <u>2/25/2011 to present</u> |
| Current Employer: | Position: | Dates of Employment: |

Education:

Trade school Finished two state registered apprenticeships

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

I am a young farming wanting to help protect the future of farming in Jackson County.

Additional Information you feel may be helpful in considering your request for appointment:

I am 35 years old and have lived in Jackson County all of my live. My father has been a farmer in Jackson County for over 40 years.

William Porath

Signature:

3/22/2012

Date:



Jackson County

ADMINISTRATOR/CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Board of County Commissioners

FROM: Michael R. Overton
Administrator/Controller

SUBJECT: Riverwalk Hotel Site Disposal

DATE: June 19, 2012

I. Background

- A. The County of Jackson received the Riverwalk Hotel through the foreclosure process in 2008.
- B. Through Board action in 2010 and 2011 the Board of Commissioners appropriated \$1,750,000 towards the demolition of the hotel.
- C. The Jackson County Brownfield Redevelopment Authority (JCBRA) has appropriated \$248,333 towards asbestos abatement in the building.

II. Current Situation

- A. Asbestos abatement will be underway shortly and will conclude within the next 60 days. All asbestos work will be paid for out of the \$248,333 budgeted by the JCBRA.
- B. The Personnel & Finance Committee awarded a contract to write demolition specifications. This will be paid for out of the \$1.75 million appropriated by the Board of Commissioners.
- C. At the May meeting of the Board of Commissioners, the Administrator/Controller was directed to develop alternatives for the property and make a recommendation.

III. Analysis of Option 1 – Sell Property – The property would be graded with the river, shore stabilized and the connections to adjacent buildings finished appropriately. The County would then sell the property through either an auction or through the services of a realtor.

- A. **Strategic** – The primary strategic goal of removing blight and the liability of a vacant structure will be satisfied. The Economic Development plan's goal of improving the entrance to the city would be accomplished. The property could be sold with deed

restrictions governing what could happen on the property. The County, for example, could specify that the property be maintained as open public space by the new owner.

B. Financial –

1. Maintenance – If the property was sold there would be no ongoing maintenance costs.
2. Proceeds – Any proceeds from the sale of the property would have to be returned to the delinquent tax revolving fund less expenses.

C. Customer – The Jackson urban area is the core and the primary economic engine of the County. The County pursued sale of the property for economic use for several years. Unfortunately no interest was shown, primarily because of structural obsolescence, significant damage to infrastructure, and the absence of adequate parking. However, there may be entities interested in purchasing the property with the building removed.

D. Legal – The County would relieve itself of all legal responsibility for the property.

E. Timing – There is no timing impact for this option.

IV. Analysis for Option 2 - Retain Property - The property would be graded with the river, shore stabilized and the connections to adjacent buildings finished appropriately. The County would retain the property as open space.

A. Strategic - The primary strategic goal of removing blight and the liability of a vacant structure will be satisfied. The Economic Development plan's goal of improving the entrance to the city would be accomplished. The County would retain the property to control future use.

B. Financial – The County would bear the responsibility to maintain the property. This would most likely be limited to mowing and trimming shrubbery.

C. Customer – The property could be made suitable for minimal public use but would exist primarily as green space. It could be planted with native foliage to enhance the downtown profile and possibly connected to existing walking/biking trails in the area.

D. Legal – The County would continue to be liable for shore stabilization and general hazard liabilities. The final condition of the property after demolition should alleviate any short term concern for the river bank.

E. Timing - There is no timing impact for this option.

V. Analysis of Option 3 – Retain Property - Engage Public to Create a Re-use Plan -

- A. **Strategic** - The primary strategic goal of removing blight and the liability of a vacant structure will be satisfied. The Economic Development plan's goal of improving the entrance to the city would be accomplished. Redevelopment of the plan affords the opportunity to pursue the Boards' Healthy Community and Recreational & Cultural Opportunities strategy.
- B. **Financial** – Allegiance Hospital has engaged the services of a planner at no cost to the County to facilitate a discussion about the reuse and to also engage the community in how to pay for improvements.
- C. **Customer** – The Board of Commissioners has committed a significant amount of money toward razing the building. To date, no other entity has stepped forward with funds to pay for further improvements. Public engagement will raise public expectations without any assurance of future funds to make the improvements. Redevelopment of this property, despite fitting within the strategic priorities, would come at the expense of other priorities.
- D. **Legal** - The County would continue to maintain liability for shore stabilization and general hazard liability.
- E. **Timing** – The Board would want to coordinate the re-use plan with the demolition plan to prevent re-work and achieve efficiencies. The specification writing for demolition has already begun.

VI. Recommendation

The Administrator/Controller recommends option 1, sell the property and let the free market determine its highest and best use.

Attachments: None