

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



BOARD OF COMMISSIONERS

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

ELECTED OFFICIALS

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

COUNTY STAFF

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

County Commission Agenda **July 22, 2008**

Order of Business:

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

Public Comment

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

Consent Agenda

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

Standing Committees

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

Closed Session

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

"Your interest in your County Government is appreciated"

AGENDA
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
July 22, 2008
7:00 p.m.
County Commission Chambers

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

1. **CALL TO ORDER** – *Chairman Steve Shotwell*
2. **INVOCATION** – *by Mike Brown*
3. **PLEDGE OF ALLEGIANCE** – *Chairman Steve Shotwell*
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS**
 - A. **Proclamation (07-08.02) Honoring the Grass Lake Warriors Baseball Team on Winning the State Division 3 Championship, June 14, 2008**

Attachments:
*Proclamation (07-08.02)
 - B. **Resolution of Commendation – Board of Jackson County Road Commissioners Resolution 08-11** – Tony Philipps, Chairperson of the Road Commission, will present the Resolution.

Attachments:
*Resolution of Commendation
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS**
 - 7:15 p.m. A. **Use of Justice Assistance Grant Funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) through the United States Department of Justice**

Attachments:
*Program and Budget Narrative; Grant Application

- 7:20 p.m.** B. **County of Jackson, Michigan, 2007 Comprehensive Annual Financial Report for the Fiscal Year Ended December 31, 2007** – Dave Fisher from Rehmann Robson will present the report.

Attachments:

*2007 Comprehensive Annual Financial Report (Provided under separate cover and is on the County's website)

9. **PUBLIC COMMENTS**

10. **SPECIAL MEETINGS OF STANDING COMMITTEES**

A. **County Agencies**

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

Attachments:

*Program and Budget Narrative; Grant Application

11. **MINUTES**

A. **6/17/08 Regular Meeting of the Jackson County Board of Commissioners**

Attachments:

*6/17/08 Regular Board Meeting Minutes

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

A. **County Affairs**

1. **Falling Waters Trail Contract Modification with JJR**

Attachments:

*Memo from Parks Director dated 6/26/08 and attachments

B. **County Agencies** – None.

C. **Human Services**

2. **Region 2 Area Agency on Aging Annual Implementation Plan – 2009**

Attachments:

*2009 Annual Implementation Plan

3. Community Development Block Grant (CDBG) Housing Rehabilitation Program Administration Contract between Jackson County and Community Action Agency

Attachments:

- *Letter from Michigan State Housing Development Authority (MSHDA) dated 5/20/08
- *CDBG Grant Agreement between MSHDA and Jackson County
- *CDBG Housing Rehabilitation Program Administration Agreement between Jackson County and Community Action Agency
- *Management Plan
- *Authorized Signature Designation Plan

D. Personnel & Finance

4. Resolution (07-08.20) Authorizing Borrowing from the Delinquent Tax Revolving Fund for the General Fund

Attachments:

- *Resolution (07-08.20)

5. Budget Adjustments

- a. District Court – Drunk Driving Assistance Funds
- b. Airport

Attachments:

- *Memo from District Court dated 6-9-08
- *District Court Budget Adjustment
- *Airport Budget Adjustment

E. Claims – 6/1/08 – 6/30/08

13. STANDING COMMITTEES

A. County Affairs – *Commissioner Dave Lutchka*

1. July 2008 Appointments

- a. Upper Grand River Watershed Council – one public member, term to 5/31/2010

Attachments:

- *July Commissioner Board Appointments

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

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

Attachments:

*Program and Budget Narrative; Grant Application

2. **Resolution (07-08.19) Brownfield Plan for former Plastigage Site, 2917 Wildwood Avenue in Blackman Charter Township**

Attachments:

*Letter from BRA Staff dated 6-27-08

*Resolution (07-08.19)

*Brownfield Plan – former Plastigage Site

*Public Hearing Notice

C. Human Services – *Commissioner Mike Way*

None.

D. Personnel and Finance – *Commissioner James Videto*

None.

14. UNFINISHED BUSINESS

- A. **Report from Administrator/Controller on Discontinuing the Use of Take-Home Vehicles** (from 6-17-08 BOC meeting)

Attachments:

*Memo from Administrator/Controller dated 7/14/08

- B. **Progress Report of Ad Hoc Committee to Review the Resources of the Sheriff's Department**

1. Expand the Charge of the Committee to Include Consideration of a Co-Location

Attachments:

*Progress Report

- C. **Retirement System Options**

Attachments:

*Retirement Rate vs. MERS

15. **NEW BUSINESS**

- A. **Expand the Scope of Responsibilities of the Ad Hoc Committee to Review the Resources of the Sheriff's Department to Include Review of Options for Operating 911 Services**

Attachments: None.

- B. **Retirement Health Benefits for Elected Officials**

Attachments:

*Suggested Motion regarding Retirement Health Benefits for Elected Officials

- C. **New/Revised Policies**

1. Revised Personnel Policy No. 3330 – Identification Badges

Attachments:

*Policy No. 3330

2. Revised Purchasing Policy No. 2020 – Purchasing Procedures

Attachments:

*Policy No. 2020

3. New Information Technology Policy No. 6070 – Network Password Policy

Attachments:

*Policy No. 6070

- D. **Set Date for Special Meeting of the Board of Commissioners to Make Final Selection for the Deputy Administrator Position (week of August 4)**

Attachments: None.

16. **PUBLIC COMMENTS**

17. **COMMISSIONER COMMENTS**

18. **CLOSED SESSION** – None.

19. **ADJOURNMENT**



Jackson County Proclamation

Proclamation (07-08.02) Honoring the Grass Lake Warriors Baseball Team on Winning the State Division 3 Championship June 14, 2008

WHEREAS, the Grass Lake High School Baseball Team, the Warriors, captured the Regional Championship, thereby earning a chance to vie for the Division 3 State Championship in Battle Creek; and

WHEREAS, under Coach Ben Hamilton, the Warriors competed for the State Championship against Allendale at C.O. Brown Stadium on Saturday, June 14, after winning their first game on Friday; and

WHEREAS, the Warriors beat Allendale 14-4 in six innings while committing no errors, to win the State Championship; and

WHEREAS, the Warriors kept their composure, had exceptional pitching and defense, and had a total of 10 hits in the victory; and

WHEREAS, this is Grass Lake's first State Championship in 20 years with an overall record of 34-6.

NOW THEREFORE BE IT RESOLVED THAT, I, James E. Shotwell, Jr., Chairman of the Jackson County Board of Commissioners, do proclaim that the Board of Commissioners joins with the communities of Grass Lake and the greater Jackson County, in congratulating the Grass Lake Warriors on winning the 2008 Michigan State Division 3 Baseball Championship.

*James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
July 22, 2008*

COMMISSIONERS:

ANTHONY L. PHILIPPS

Chairperson

JOHN D. HURD

Vice Chairperson

MICHAEL J. RAND, JR.

Member

MICHAEL A. STIMPSON

Member

MARVIN JESTER

Member



KENNETH R. STRAUB

Managing Director

JOSEPH M. MICHALSKY, P.E.

Director Of Engineering

CHARLES R. WALKER

Director of Finance / Clerk

**RESOLUTION OF COMMENDATION
BOARD OF JACKSON COUNTY ROAD COMMISSIONERS
RESOLUTION 08-11**

WHEREAS, THE Jackson County Road Commission strives to improve and maintain the safest and most efficient road system possible; and

WHEREAS, difficult issues dividing the public must be constantly reconciled by the Road Commission; and

WHEREAS, Randy Treacher has voluntarily served as Chairman of the Jackson County Road Commission over the past nine months; and

WHEREAS, his leadership and expertise have been a guiding force in the successful transition to the new management structure at the Road Commission; and

WHEREAS, his dedication to the employees, administrative staff, and the general public have gone above and beyond the call of duty;

WHEREAS, THEREFORE BE IT RESOLVED, that the Jackson County Road Commission does hereby recognize and commend Randy Treacher for his outstanding leadership and dedication to the citizens of Jackson County; and

BE IT FURTHER RESOLVED, that his commitment to integrity and professionalism is truly worthy of the Road Commission's highest commendation.

I hereby certify the foregoing is a true and correct copy of a resolution unanimously adopted by the Board of Jackson County Road Commissioners at a regular meeting held July 9, 2008.

Prepared by: Charles R. Walker
Jackson County Road Commission
2400 N. Elm Road
P.O. Box 1125
Jackson, MI 49204-1125

Charles R. Walker,
Director of Finance / Clerk

Replacement of Obsolete Mobile Data Computers (MDC)

Program Narrative

The Jackson Police Department (City) purchased the current Mobile Data Computer (MDC) system in 2003. We have had to repair this system numerous times to keep the system working. We are now at the point where original equipment is obsolete and no longer manufactured. Property management has had to substitute parts with comparable components of various name brands. Due to this, repairs have become more frequent and our ability to communicate with other agencies, such as the Jackson County Sheriff Department, requires an additional investment in "patch" technology. Repair of the current system is no longer cost effective.

The Jackson County Sheriff Department (County) has started switching from the obsolete system to new technology. This grant will help to further their efforts in the switch.

The 2007 Justice Assistance Grant (JAG) was awarded to the City and County for the installment of eight (8) MDCs. The present 2008 JAG application will supplement efforts of both the City and County to replace additional MDCs toward the desired goal of 100% replacement. This 2008 award will provide one (1) additional MDC for both the City and the County. Remaining 2008 JAG funds will be applied toward the purchase of an additional MDC for the City.

As explained in the 2007 JAG request, the purchase of new MDCs will allow Jackson City, the Jackson County Sheriff's office and the Michigan State Police to be compatible, thus improving communication between agencies. The new computers will allow for expandability and will help with our vision of field reporting and viewing photographs from both the Sheriff's office and the Michigan State Police.

The above actions will improve efficiency, officer safety, and service to the community

Replacement of Obsolete Mobile Data Computers (MDC)

Budget Narrative

As outlined in the Memorandum of Understanding between the City of Jackson and Jackson County, the City and County will each use the allocated JAG funds to replace one (1) obsolete MDC at an estimated cost of \$4,372.00 each. The remaining grant money, estimated to be \$2,945.00, will be used by the City towards the purchase of a second MDC.

One (1) Mobile Data Computer for the City at an estimated cost of \$4,372.00

One (1) Mobile Data Computer for the County at an estimated cost of \$4,372.00

Remaining JAG funds estimated to be \$2,945.00 to be used by the City towards the purchase of a second MDC.

Total expenditure = \$11,689.00



**BJA FY 08 Edward Byrne Memorial Justice Assistance
Grant Program: Local Solicitation 2008-F4250-MI-DJ**


[Application](#)
[Correspondence](#)
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Review SF-424 [Print a Copy](#)

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[Overview](#)
[Applicant
Information](#)
[Project Information](#)
[Budget and
Program
Attachments](#)
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APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE		State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier
5. APPLICANT INFORMATION			
Legal Name City of Jackson		Organizational Unit Jackson Police Department	
Address 161 W. Michigan Ave. Jackson, Michigan 49201-2366		Name and telephone number of the person to be contacted on matters involving this application Jenks, Robert (517) 768-8734	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 38-6004702		7. TYPE OF APPLICANT Municipal	
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA EDWARD BYRNE MEMORIAL JUSTICE TITLE: ASSISTANCE GRANT PROGRAM		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Replacement of obsolete Mobile Data Computers (MDCs)	
12. AREAS AFFECTED BY PROJECT City of Jackson, Michigan Jackson County, Michigan			
13. PROPOSED PROJECT Start Date: October 01, 2008 End Date: September 30, 2012		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project MI07	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$11,689	Program has not been	
Applicant	\$0		
State	\$0		

Local	\$0	selected by state for review
Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? N
TOTAL	\$11,689	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Continue

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

- 1. CALL TO ORDER:** Chairman Shotwell called the June 17, 2008 meeting of the Jackson County Board of Commissioners to order at 7:01 p.m.
- 2. INVOCATION:** by Commissioner Gail W. Mahoney
- 3. PLEDGE OF ALLEGIANCE:** by Chairman Steve Shotwell
- 4. ROLL CALL:** County Clerk Amanda L. Riska

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

5. APPROVAL OF AGENDA:

Cmr. Poleski added item 15. E. under New Business which would Allow the Chair to Sign a Contract from MDOT Following Action by the Airport Board.

Cmr. Brittain added item 15. F. under New Business to Discontinue the County's Practice of County Vehicles Used as Take Home Vehicles.

Moved by Mahoney, supported by Duckham for the approval of the agenda as amended.
Motion carried.

6. AWARDS & RECOGNITIONS

None.

7. COMMUNICATIONS/PETITIONS

None.

8. SPECIAL ORDERS/PUBLIC HEARINGS:

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

No public comment.

B. Proposed Ordinance – Soil Erosion and Sedimentation Control

No public comment.

9. PUBLIC COMMENT:

Marv Jester spoke regarding his appointment to the Road Commission.

10. SPECIAL MEETINGS OF STANDING COMMITTEES:

None.

11. MINUTES:

Minutes of the 5/09/08 and 6/06/08 Special Meetings and 5/20/08 Regular Meeting of the Jackson County Board of Commissioners

Moved by Mahoney, supported by Herl for approval of the meeting minutes from the 5/09/08 and 6/06/08 Special Meetings and 5/20/08 Regular Meeting of the Jackson County Board of Commissioners. Motion Carried.

12. CONSENT AGENDA:

Moved by Mahoney, supported by Duckham for approval of the consent agenda. Roll call: (12) Yeas. Motion carried unanimously.

A. County Affairs

- 1. Grant with MDOT for Runway 14-32 Phase Two Construction**
- 2. Resolution (06-08.17) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2008-0288 (FEDERAL PROJECT #B-26-0051-2108) for Extension of Runway 14-32 (Phase II) as Further Described in Contract No. 38-01-C69**
- 3. Contract with Mead & Hunt for Runway 14-32 Construction Administration Services – MDOT Contract #2008-0288**
- 4. 2008 Millage Rate**
- 5. Management Agreement with the Nature Conservancy for Burns County Park**

B. County Agencies

- 6. Comprehensive Community Corrections Plan and Application – Fiscal Year 2009**
- 7. RFP for Court Appointed Services for Felony Defendants**
- 8. 2008 Agreement for Economic Development Services Between Jackson County and the Enterprise Group of Jackson, Inc.**

C. Human Services

None

D. Personnel & Finance

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

10. Budget Adjustments

- a. Parks**
- b. Health Department**

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

13. STANDING COMMITTEES:

A. County Affairs – Commissioner Dave Lutchka

1. June 2008 Appointments

a. Agricultural Preservation Board

- one public member, term to 6/30/2011**
- one Commissioner member, term to 6/30/2009**

Cmr. Lutchka stated that the committee recommended Nancy Hawley. No other nominations from the floor. *Nancy Hawley appointed.*

Cmr. Lutchka stated that the committee nominated David Lutchka. No other nominations from the floor. *David Lutchka appointed.*

b. County Building Authority – one position – County Treasurer, term to 6/30/2011

Cmr. Lutchka stated that the committee nominated Janet Rochefort. No other nominations from the floor. *Janet Rochefort appointed.*

c. Economic Development Corporation – one public member, term to 3/31/2014

Cmr. Lutchka stated that the committee nominated Jeanne Laimon. No other nominations from the floor. *Jeanne Laimon appointed.*

d. Jackson County Road Commission – one public member, term

to 12/2012

Cmr. Lutchka stated that the committee nominated Marv Jester. Cmr. Brittain nominated Ron Meador. Roll Call: (11) Jester. Cmr. Herl, Lutchka, Duckham, Poleski, Videto, Mahoney, Brown, Smith, Way, Elwell, and Shotwell. (1) Meador. Cmr. Brittain. *Marv Jester appointed.*

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

2nd Reading & Adoption of the Proposed Prices for Digital and Hard Copies.

Cmr. Brittain stated that he opposed this when it came up in committee, so he would be voting no. He does not agree with the fee increase.

Moved by Lutchka, supported by Herl for the Adoption of the Proposed Prices for Digital and Hard Copies. Roll Call: (10) Yeas. Cmr. Herl, Lutchka, Poleski, Videto, Shotwell, Mahoney, Brown, Smith, Way, and Elwell. (2) Nays. Cmr. Brittain and Duckham. Motion carried.

B. County Agencies – Commissioner Gail W. Mahoney

None

C. Human Services – Commissioner Mike Way

1. Proposed Soil Erosion Program Fees

2nd Reading & Adoption of the Proposed Soil Erosion Program Fees

Moved by Way, supported by Lutchka for the Adoption of the Proposed Soil Erosion Program Fees. Roll Call: (11) Yeas. Cmr. Herl, Lutchka, Duckham, Videto, Shotwell, Mahoney, Brown, Smith, Way, and Elwell. (1) Nay. Cmr. Brittain. Motion carried.

D. Personnel and Finance – Commissioner James Videto

None

14. UNFINISHED BUSINESS:

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

Moved by Lutchka, supported by Poleski to accept the Resignation from Randall W. Treacher from the Road Commission Effective 6/30/08. Roll Call: (12) Yeas. Motion carried unanimously.

Cmr. Mahoney thanked Randy for his hard work and diligence during a turbulent time.

B. Disband Soil Erosion and Sedimentation Control Ad Hoc Committee

Moved by Mahoney, supported by Herl to Disband Soil Erosion and Sedimentation Control Ad Hoc Committee. Motion carried unanimously.

15. NEW BUSINESS:

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

Moved by Mahoney, supported by Herl for the Proposed Revision to the Animal Control Ordinance, Article 4, Section 4.5. Roll Call: (12) Yeas. Motion carried unanimously.

B. Proposed Soil Erosion and Sedimentation Control Ordinance

Moved by Herl, supported by Mahoney for the Proposed Soil Erosion and Sedimentation Control Ordinance. Roll Call: (12) Yeas. Motion carried unanimously.

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

Moved by Mahoney, supported by Way to pass Resolution (06-08.16) Opt Out Tax Exemption – Village of Brooklyn DDA. Roll Call: (12) Yeas. Motion carried unanimously.

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

Moved by Lutchka, supported by Mahoney to pass Resolution (06-08.15) Opt Out Tax Exempt Resolution – Grass Lake Charter Township LDFA. Roll Call: (12) Yeas. Motion carried unanimously.

E. Chair to Sign Contract with MDOT Aeronautics in Favor of Michigan Paving for Construction Work at the Airport after Approval from the Airport Board, to Help Insure No Delay in the Scheduled Start of Construction in Late July of This Year

Cmr. Poleski stated that the purpose of this is to move the process along quickly after the Airport Board finishes its work.

Moved by Poleski, supported by Elwell for the Chair to Sign Contract with MDOT Aeronautics in Favor of Michigan Paving for Construction Work at the Airport after Approval from the Airport Board, to Help Insure No Delay in the Scheduled Start of Construction in Late July of This Year. Roll Call: (12) Yeas. Motion carried unanimously.

F. Discontinue the County's Practice of County Vehicles Used as Take Home Vehicles.

Moved by Brittain for the Practice of County Vehicles Being Used as Take Home Vehicles for Both Employees and Elected Officials be Discontinued No Later Than the Date the

Commission Comes Agrees to.

Chairman Shotwell asked Cmr. Brittain to follow policy and return this to the Administrator so he can return with a financial report next month.

Moved by Duckham, supported by Brown to re-direct the motion so the Administrator can return with a financial report at the July, 2008 meeting. Motion carried unanimously.

Administrator/Controller Treacher discussed the schedule for the Board to interview candidates for the Deputy Administrator Position. He stated that Cmr. Mahoney has requested that they meet on the 9th and 10th of July, rather than the 10th and 11th because she is the Chair of one of the NACO Committees and will be attending the conference that date.

The Board discussed their schedules and conflicts of rescheduling the date.

Cmr. Mahoney, supported by Elwell to ask the Administrator to come back with new dates that would be acceptable to the consultants and those that they may interview.

Cmr. Mahoney withdrew her motion.

Moved by Mahoney, supported by Elwell to cancel the July 11th interviews and combine all interviews into one day, that being July 10th. Roll Call: (11) Yeas. Cmr. Herl, Lutchka, Brittain, Duckham, Videto, Shotwell, Mahoney, Brown, Smith, Way, and Elwell. (1) Nay. Cmr. Poleski.

16. PUBLIC COMMENTS:

No public comment

17. COMMISSIONER COMMENTS:

Cmr. Mahoney thanked the commission for changing the date of the Deputy Administrator Interviews.

Cmr. Brittain stated that he would like to pursue an incentive program for departments that come in under budget.

Cmr. Duckham asked where they were with the elimination of lifetime insurance benefits for elected officials.

Administrator/Controller Treacher stated that it is scheduled for the July Study Session per the motion, and will come back to the Board potentially in July.

Cmr. Poleski stated that he is pleased with the Road Commission policy regarding the lakes.

Cmr. Herl thanked Steve Hall and Ted Westmeier regarding the SESC.

18. CLOSED SESSION:

None

19. ADJOURNMENT:

Chairman Shotwell adjourned the June 17, 2008 meeting of the Jackson County Board of Commissioners at 7:43 p.m.

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

Amanda L. Riska – County Clerk

Respectfully submitted by Carrienne VanDusseldorp – Chief Deputy County Clerk

Consent Agenda
Motions

July 22, 2008

Roll Call

1. Motion: Approve the Falling Waters Trail Contract Modification with JJR
2. Motion: Approve Region 2 Area Agency on Aging Annual Implementation Plan - 2009
3. Motion: Approve the Community Development Block Grant (CDBG) Housing Rehabilitation Program Administration Contract between Jackson County and the Community Action Agency and other appropriate documents.
4. Motion: Approve Resolution (07-08.20) Authorizing Borrowing from the Delinquent Tax Revolving Fund for the General Fund
5. Motion: Approve the Budget Adjustments for District Court and Airport
6. Motion: Approve the Claims 6/1/08 – 6/30/08

County Affairs	\$ 260,894.55
County Agencies	746,986.42
Human Services	176,946.24
Personnel & Finance	504,476.65

JACKSON COUNTY PARKS

Memorandum

To: Personnel & Finance Committee
c/o Randy Treacher, County Administrator

From: Jim Guerriero, Parks Director

Date: Thursday, June 26, 2008

Re: Falling Waters Trail Contract Modification with JJR

Recommendation by the Parks Commission at the June 18, 2008 meeting:

Moved by Snyder, supported by Howard to recommend approval to the County Board that the JJR Engineering Agreement be amended to authorize JJR to perform the tasks of: completing the final punch list; expanding the Weatherwax Road Trail Head Parking area and; undertake a parking study at the Teft and Reynolds Road Crossings on the Falling Waters Trail, at cost not to exceed funds remaining in the existing Engineering Agreement. Motion carried.

BACKGROUND INFORMATION

JJR performed the engineering services for the design of the Falling Waters Trail. They have been in touch with the project since 2006 when they began the design of the trail. The only item remaining to be completed on the current contract is to assist in creating a final project punch list with the County Parks Department, the County Road Commission and Mead Brothers (the construction contractor).

As you are well aware, lack of parking is an issue for the trail as use on the trail is very heavy. As a result, we are looking into several options on how to improve our parking situation. This contract modification with JJR will allow us to carry forward with these improvements. The modification of the contract will allow for the two **additional** engineering items to be handled ***without any increase in funding*** from the original contract amounts specified. Attached are the contracts (original modification dated July 10, 2007 and the proposed modification dated June 10, 2008.) Of special note is page 2 of the June 10, 2008 document which gives a financial breakdown of the original and modified contract proposal. I will give further detail at the July 7 meeting.

Attachments



July 10, 2007
(Revised July 19, 2007)
(Revised August 9, 2007)

Mr. James W. Guerriero, Director
Jackson County Parks
1992 Warren
Jackson, MI 49203

RECEIVED

AUG 10 2007

JACKSON COUNTY PARKS

Re: Continuation of Services
Falling Waters Trail
Construction Administration Services

Dear Jim:

It is great news that construction will begin August 13 on the Falling Waters Trail! Now that the bidding is complete and construction is beginning, it is time for us to ensure we have a good strategy for services during construction. As the design firm for the trail, it is important for us to continue our involvement to make sure the contract is implemented in accordance with the intent of the design. Since there may be funding available for enhancements, we can also make sure that such enhancements are incorporated correctly without negative impact on the project or adjacent property owners.

Our project history is key to the successful implementation of the project.

Our services will compliment the construction engineering services to be provided by the Jackson County Road Commission (JCRC), as required by MDOT. I have met with Joe Michalsky of the JCRC to ensure that there is no overlap or duplication of services. In short, the JCRC will serve as the Construction Engineer, confirming quantities and material quality; and JJR will serve as your representative and the Design Professional of Record, and will handle the quality aspects of the project.

JJR's services will be performed on an as-needed, as requested basis. If the need arises for our team members to visit the site, review shop drawings and/or develop contract change documents we will do so as directed by either the Jackson County Parks or the JCRC. When services are requested, they will be performed when authorization is provided.

COMPENSATION

Basic Services

Remuneration to JJR for the performance of the SERVICES shall be compensated on a **Time and Materials Basis**, using hourly rates per the attached Standard Fee and Reimbursement Schedule. The total labor fee shall not exceed \$ 26,700 (twenty six thousand seven hundred dollars) and JJR will not exceed this amount without your prior approval.



Mr. James W. Guerriero
Jackson County Parks
Continuation of Services
July 10, 2007
(Revised July 19, 2007)
(Revised August 9, 2007)
Page 2

Reimbursable Expenses

Reimbursable expenses are excluded from JJR's basic compensation as described and the COUNTY shall, in addition to payment for the Basic Services, reimburse JJR for these expenditures made in the interest of the project.

Such reimbursable expenses include, but are not limited to, those items noted in the attached Standard Fee and Reimbursement Schedule. The total reimbursable costs to perform the SERVICES shall not exceed \$2,300 (two thousand three hundred dollars) and JJR will not exceed this amount without prior approval by COUNTY.

These additional services will be provided under the conditions of our existing contract with the County. Your signature below indicates your acceptance of this contract addition and will become part of our existing agreement between JJR and COUNTY.

We look forward to our continued involvement on this project, and its successful completion.

Sincerely,

Patrick M. Doher, P.E.
Senior Vice President

S:\Proposals_Qualifications\2007\Ann Arbor\7-0710_CA Scope and FeeRev2.doc

Enclosures: Standard Fee and Reimbursement Schedule

AUTHORIZED COUNTY REPRESENTATIVE: Jackson County Parks

BY: Nancy L. Seydell TITLE: CHAIRMAN

PRINTED
SIGNATURE: NANCY L. SEYDELL DATE: August 15, 2007



Environmental Testing
Planning
Urban Design
Civil Engineering
Environmental Services

June 10, 2008

Mr. James W. Guerriero
Director
Jackson County Parks Department
1992 Warren
Jackson, Michigan 49203

Re: Falling Waters Trail Contract Modification
JJR No. 24885.000

Dear Jim:

JJR has completed all tasks associated with our above-referenced Contract of September 2006, as amended in August 2007, with the exception of providing the Final Punch List efforts as a part of the project close out. This remaining effort will be coordinated with the Jackson County Road Commission (JCRC) and the Parks Department, and once the JCRC schedules the Punch List, we will complete this task and our contract obligations.

Currently, we have a remaining fee budget of approximately \$28,600 including; labor, remaining consultant fees and expenses. We believe this is a great opportunity for Jackson County to continue the planning efforts associated with the Falling Waters Trail, and allow JJR to work with you to study parking opportunities along the Trail.

We are recommending the County execute a Contract Change Modification that will not change the fee for the project, but will allow the remaining budget to be used as follows:

- Complete the Punch List – this will complete our base and amended scope obligations and allow remaining fees to be used for additional studies.
- Convert \$4,000 of remaining consultant budget to labor fee (our survey is complete, and we had budgeted \$4,000 for geotechnical studies if required – it was determined that these services were not required)
- Add the scope to study parking opportunities including a plan to expand the parking area at Weatherwax and explore parking options along Teft and Reynolds Roads.

The scope for the parking study will include developing contract documents for the expansion at Weatherwax Drive, and coordinating with the County, property owners, and developing parking schematics (not construction documents) for parking opportunities along Teft and/or Reynolds Roads.

The total contract fee will not change, only the scope language will change to allow for the additional parking study and to confirm that the base scope obligations will be complete with the completion of the Punch List.

The summary of the contract fee will be as follows:



Mr. James W. Guerriero
Jackson County Parks Department
Falling Water Trails Contract Modification
JJR No. 24885.000
June 10, 2008
Page 2

	<u>Original Contract</u>		<u>Modified Contract</u>	
JJR Labor	\$ 135,377	(\$22,250 remaining)	\$ 139,377	(\$26,250 remaining)
Consultants	\$ 21,500	(\$4,000 remaining)	\$ 17,500	(\$0 remaining)
Cash Costs	\$ 7,120	(\$2,350 remaining)	\$ 7,120	(\$2,350 remaining)
Totals	\$ 163,997	(\$28,600 remaining)	\$ 163,997	(\$28,600 remaining)

You can indicate your agreement with this Contract Modification by signing in the space provided below, or by responding to this request in writing.

We look forward to continuing to partner with Jackson County on the Falling Waters Trail project; please don't hesitate to call if you have questions.

Sincerely,

Patrick M. Doherty, P.E.
Senior Vice President

P:\24885\000\Admin\Contracts\8-0610_Contract Modification.doc

AUTHORIZED CLIENT REPRESENTATIVE: JACKSON COUNTY PARKS DEPARTMENT

BY: _____ TITLE: _____

PRINTED
SIGNATURE: _____ DATE: _____



REGION 2 AREA AGENCY ON AGING

Annual Implementation Plan Fiscal Year 2009

**Region 2 Area Agency on Aging
102 N. Main Street, P.O. Box 189
Brooklyn, MI 49230
(800) 335-7881**

TABLE OF CONTENTS

I. Executive Summary	4
B. FY 2009 Services Summary Page.....	9
II. Budget and Organization Chart.....	10
A1. FY 2009 Area Plan Grant Budget.....	10
A2. FY 2009 Area Plan Services Detail.....	11
A3. FY 2009 Nutrition Services Detail.....	11
A3. FY 2009 Nutrition Services Detail.....	12
A4. FY 2009 Ombudsman Services Detail.....	12
A5. FY 2009 Respite Services Detail.....	12
A6. FY 2009 Cash and In-Kind Match (Sheet C).....	13
B1. FY 2009 Operating Budget.....	14
B2. Wages & Salaries.....	15
B3. FY 2009 Nutritionist Budget.....	16
C. FY 2009 Organizational Chart.....	17
III. Program Development.....	17
AAA OBJECTIVE 1: Develop a Chronic Disease Self-Management Program	18
AAA OBJECTIVE 2: Senior Center Coordination.....	20
AAA OBJECTIVE 4: Remain Familiar with Safe, Affordable Housing Options	24
AAA OBJECTIVE 5: Provide Agency Outreach Efforts in Community	26
AAA OBJECTIVE 6: Work to Improve the Health and Nutrition of Older Adults	28
AAA OBJECTIVE 7: Promote Financial Independence and Safeguard the Economic Security of Older Adults ..	31
AAA OBJECTIVE 8: Protect Older Adults from Abuse and Exploitation.....	33
AAA OBJECTIVE 9: Improve the Effectiveness, Efficiency, and Quality of Services Provided Through Michigan Aging Network and Partners.....	34

I. Executive Summary

1. Mission

During Fiscal Year 2008, R2AAA contracted for services in Hillsdale, Jackson and Lenawee Counties to serve 14,330 clients with 631,421 units of service. These services consisted of:

- Access Services: Care Management, Case Coordination and Support, Information and Assistance, Outreach and Transportation.
- In-home Services: Chore, Home Care Assistance, Home Delivered Meals, Medication Management, and Respite Care.
- Community Services: Adult Day Care, Caregiver Services, Congregate Meals, Disease Prevention/Health Promotion, Legal Assistance, Long Term Care Ombudsman, Programs for Prevention of Elder Abuse/Neglect/Exploitation and Senior Center Operations.

Care management and Medication Management were directly provided by R2AAA.

2. Accomplishments of 2008

Since R2AAA is now located in downtown Brooklyn, there has been a significant number of people walking into the office for information. Walk-ins include people looking for services for themselves or loved ones to people just wanting to know what R2AAA is all about. In Fiscal Year 2007, the following clients were assisted by the Information and Referral Specialist: 153 walk-in clients; and 1,354 telephone I & R calls.

R2AAA was one of five Regions in the State of Michigan that met or exceeded the goals of One on One Counseling and Total Clients Reached in the Medicare and Medicaid Assistance Program (MMAP). MMAP Counselors were thanked for serving Medicare beneficiaries with excellence in R2AAA.

R2AAA was also one of the few Regions in the State that increased the number of home delivered meals served to home bound clients in fiscal year 2007-08.

3. Highlights of Fiscal Year 2009

R2AAA will continue to focus on the goals and objectives of the Fiscal Year 2007-09 Implementation Plan and the goals for Fiscal Year 2009 with the following changes:

- R2AAA planned to partner with Southern Michigan Diabetes Outreach Network to train regional participants and R2AAA staff in the Personal Action Towards Health Program (PATH). With the elimination of Diabetes Outreach Networks in Michigan, R2AAA sought training with other agencies in Michigan such as The Healthy Asian Project, University of Michigan and the National Kidney Foundation, Ann Arbor.
- R2AAA planned to provide Pet Therapy to homebound older adults in FY 2007-09. Due to the closing of two dog training facilities and the illness of one trainer and one dog, the Pet Therapy program has been discontinued. Pet Therapy continues to be done in the PSA on a casual basis in nursing home and the community through the humane societies and private individuals.

R2AAA remains dedicated to supporting regional senior centers with additional 3B funding provided in the Senior Center Operations contracts. R2AAA will continue to advocate for senior centers via publicity, information and referral and with assistance provided by the R2AAA Registered Dietitian to senior center participants. The Evidence Based Chronic Disease PATH workshops are held in senior centers. The workshop participants are invited to have lunch at the nutrition site.

R2AAA staff is a member of the TRIAD committees in Jackson and Lenawee Counties and the Domestic Violence Task Force in Lenawee County to promote awareness of elder abuse and exploitation. R2AAA will again offer mini grants to offset the cost of local TRIAD Safe, Sound and Secure Workshops.

R2AAA's Advisory Council continues to make Elder Friendly Communities and the availability of transportation as priority agenda items in Fiscal Year 2008. The Elder Friendly Community workgroup will focus on the town of Jonesville in Hillsdale County to determine the "elder friendliness" or lack thereof. The workgroup will assess Jonesville using the rationale that determines a successful Elder Friendly community.

R2AAA's registered nurses will continue to provide community outreach by conducting blood pressure screenings at Elder Beerman's "Senior Day" at the Adrian Mall and at other community events as scheduled. The Nursing Facility Transition



R2AAA has a partnership with Brown's Pharmacy and Advanced Care to provide medication management to home bound clients.

R2AAA has formed partnerships for the Evidence Based Chronic Disease Prevention grant that includes staff from Hillsdale and Jackson Department on Aging, R2AAA staff, Jackson County Disability Connections Executive Director and an R2AAA Advisory Council member.

FY 2009 Annual Implementation Plan

9



A2. FY 2009 Area Plan Services Detail

Agency: Region 2 Area Agency on Aging					Budget Period: 10/01/09							to 09/30/10		Rev. 4/2007		
PSA: 2					Date: 03/13/08							Rev. No.:		page 2 of 3		
SERVICE CATEGORY	Title III-B	Title III-D	Title III - E	Title VII	State Access	State In-Home	St. Alt. Care	State Care Mgmt	State NHO	St. Respite (Escheat)	Merit Award Trust Fund	Medicaid Match	Program Income	Cash Match	In-Kind Match	TOTAL
1. Access																
a. Care Management					28,118			252,789				1,000			34,184	316,091
b. Case Coord/supp	20,940													7,388		28,328
c. Disaster Advocacy																-
d. Information & Assis			22,568											8,511		31,079
e. Outreach	19,883		7,500											34,378		61,761
f. Transportation	38,696		1500												2,925	43,571
2. In-Home																
a. Chore	25,001												3,400	3,620		32,021
b. Home Care Assis	77,979					76,888	111,275						182,650	615,404		1,064,196
c. Home Injury Cntrl																-
d. Homemaking																-
e. Home Health Aide																-
f. Medication Mgt		5,471														5,471
g. Personal Care																-
h. PERS																-
i. Respite Care			17,500			15,768				41715	66,059		17,803	73,894		232,740
j. Friendly Reassure																-
3. Legal Assistance	32,079												1,500	5,622		39,201
4. Community Services																
a. Adult Day Care										19,105	50,000		8,055	7,948		85,108
b. Dementia ADC																-
c. Disease Prevent		16,032											560	3,440		20,032
d. Health Screening																-
e. Assist to Deaf																-
f. Home Repair																-
g. LTC Ombudsman	3,615								18,480			1,644		1899	2,000	27,638
h. Sr Ctr Operations	46,823													706		47,529
i. Sr Ctr Staffing																-
j. Vision Services																-
k. Elder Abuse Prevnt				5,078										928		6,006
l. Counseling	16,066		62,573											12,452	8,287	99,378
m. Spec Respite Care																-
n. Caregiver Supplmt			18,445													18,445
o. Kinship Support																-
q. Caregiver E,S,T																-
5. Program Develop	14,738															14,738
6. Region Specific																
a.																-
b.																-
c.																-
SUPPRT SERV TOTAL	295,820	21503	131086	5,078	28,118	92,656	111275	252,789	18,480	60,821	116,059	2,644	214,418	776,190	47,396	2,174,333

A6. FY 2009 Cash and In-Kind Match (Sheet C)

SHEET C FY 2008

CASH MATCH DETAIL

SOURCE	AMOUNT
Hill, Jax, Len county	22,660
Interest Income	28,465

IN-KIND MATCH DETAIL

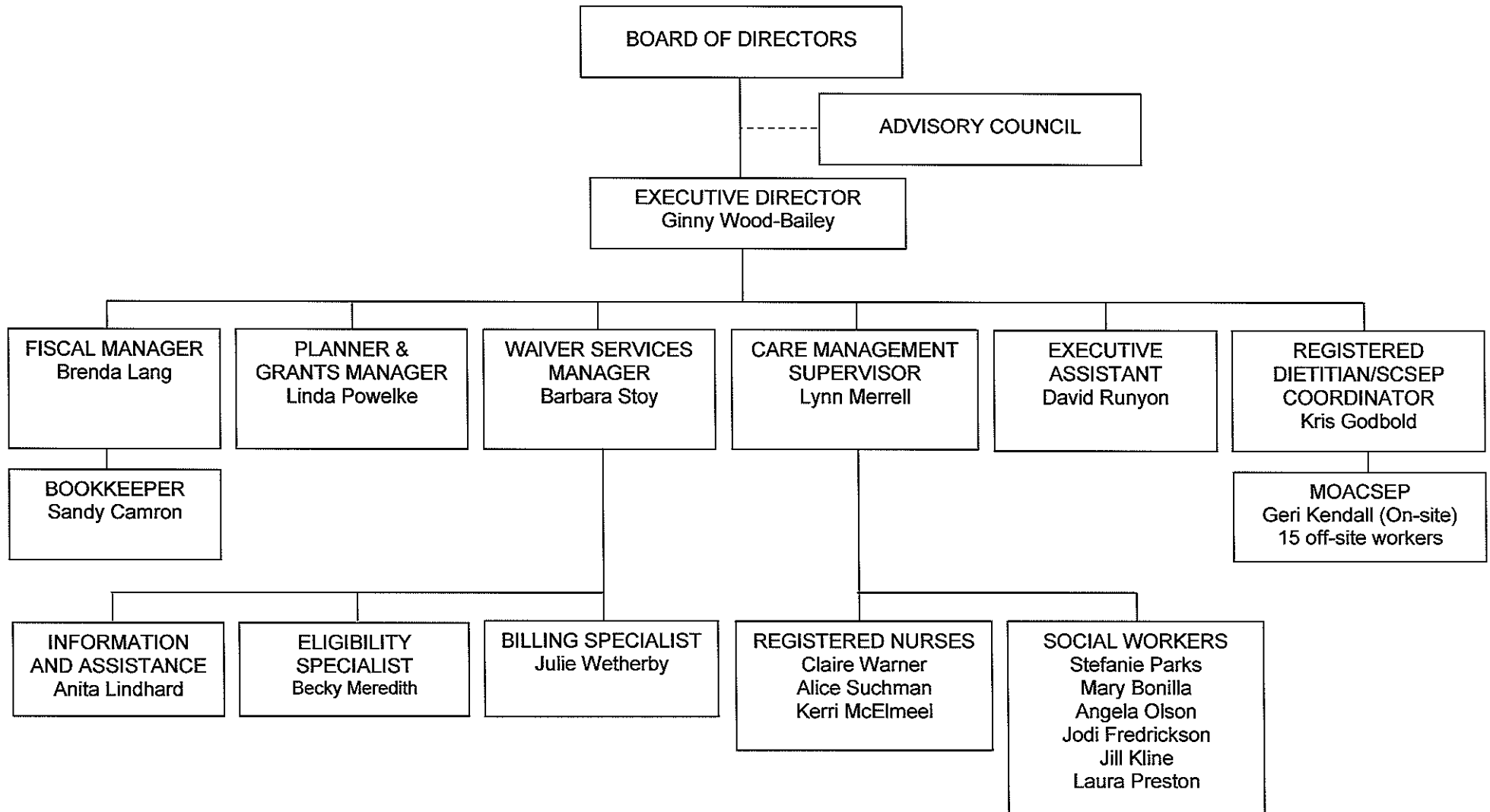
SOURCE	AMOUNT
Acctg & Audit Services	4,300
Travel	1,000
Board of Directors	1,000
Advisory Council	1,100

Total Cash 51,125

Total In-Kind 7,400

[illegible]

C. FY 2009 Organizational Chart





III. Program Development

OSA STATE PLAN OBJECTIVE #1: Work to improve the Health & Nutrition of Older Adults

AAA OBJECTIVE 1: Develop a Chronic Disease Self-Management Program

<i>Desired Outcome</i>	<i>Activities</i>	<i>Timeline</i>
1. Continue current evidence based chronic disease program partnerships and seek new partners.	1. PATH Coordinator and Registered Dietitian will continue to advertise the self-management programs and seek interest in new partnerships.	Ongoing thru FY 09
2. Matter of Balance Master Trainers will train at least 6 regional Matter of Balance Leaders.	2. Matter of Balance Master Trainers will hold Leader training sessions in the conference room of R2AAA. Regional Leaders will be certified to teach Matter of Balance workshops to participants.	Ongoing thru FY 09 as needed. Ongoing thru FY 09
3. People with a fear of falling will attend workshops.	3. Leaders will hold community workshops to people with the fear of falling in the PSA. Trainings will focus on reducing the fear of falling; stopping the fear of falling cycle and improve activity levels among older adults. Workshops will be eight weeks in duration; two hours each session. Workshops will be repeated as needed.	Ongoing thru FY 09
4. People with chronic disease will attend Personal Action Towards Health (PATH) workshops.	4. Leaders will hold community workshops to people with chronic disease in the PSA. Workshops will focus on self-management, learning new coping strategies, and sharing experiences with other group members. Workshops will be six weeks in duration; 2 and 1/2 hours each session. Workshops will be repeated as needed.	Ongoing thru FY 09



AAA OBJECTIVE 2: Senior Center Coordination		
<i>Desired Outcome</i>	<i>Activities</i>	<i>Timeline</i>
1. Continue support of Senior Centers in Region 2.	1. Continue 3B funding contracted for Senior Center Operations grants.	FY 07-09
	R2AAA Annual Meetings will be held, on a county rotation basis, at senior centers.	May, 2007- May, 2009
	R2AAA Registered Dietitian will provide assistance to senior centers with information such as nutrition, physical activity, diabetic awareness, special diets and addressing nutritional risks.	Ongoing thru FY 09
	R2AAA staff will attend Hillsdale County Multi Agency Collaboration for Emergency Services; Jackson County Transportation Coalition, Aging Network; Lenawee County Coalition for Older Adults, Basic Needs Task Force, Human Service Council and Regional TRIADs and Collaborative Boards to provide information on older adult services in the region.	Ongoing thru FY 09
	R2AAA Information and Referral Specialist will provide information about senior centers to walk-in clients or when phone calls are received.	Ongoing thru FY 09
	R2AAA website will include a link to Hillsdale Senior Services Center, Jackson Department on Aging and Lenawee Department on Aging to provide the location of county senior centers and the days and times that congregate meals are served.	Ongoing thru FY 09



AAA OBJECTIVE 3: Elder Friendly Community/Transportation

Explore and expand resources in the community to provide transportation for older adults.

<i>Desired Outcome</i>	<i>Activities</i>	<i>Timeline</i>
1. Improve access to transportation for medical appointments and social outings as identified in the Elder Friendly survey.	1. Identify opportunities for partnerships with other public or private resources to expand or enhance transportation. R2AAA Advisory Council has Elder Friendly Communities and transportation as a priority agenda item. R2AAA staff person is a member of the Jackson County Transportation Advisory Council.	Ongoing thru FY 09
2. Secure additional resources to support the preservation and expansion of transportation for older persons.	2a. Work with local religious, cultural, ethnic, and minority organizations in our region to develop volunteer driver programs. Continue to provide Title 3E funding to RSVP, Jackson County, to provide transportation to caregivers and those in their care.	Ongoing thru FY 09 October 1, 2006-September 30, 2009
3. Create an awareness and increased sensitivity in the community towards the region who do not have transportation available.	3. Promote the need for expansion and preservation of senior transportation through local government agencies, public meetings, and private organizations. R2AAA staff will attend Hillsdale County Multi Agency Collaboration for Emergency Services; Jackson County Transportation Advisory Council, Aging Network; Lenawee County Coalition for Older Adults, Basic Needs Task Force.	Ongoing thru FY 09 Ongoing thru FY 09

OSA STATE PLAN OBJECTIVE #2: Ensure that older adults have a choice in where they live through increased access to information and referral services.
AAA OBJECTIVE 4: Remain Familiar with Safe, Affordable Housing Options

<i>Desired Outcome</i>	<i>Activities</i>	<i>Timeline</i>
1. R2AAA staff will collaborate with older adult services providers to gather current information regarding housing options.	<p>R2AAA staff will attend Hillsdale County Multi Agency Collaboration for Emergency Services; Jackson County Transportation Coalition, Aging Network; Lenawee County Coalition for Older Adults, Basic Needs Task Force, Human Service Council and Regional TRIADs and Collaborative Boards to provide information on older adult services in the region.</p> <p>R2AAA will receive housing information from Office of Services to the Aging.</p> <p>R2AAA Information and Referral Specialist will provide information about housing options to walk-in clients or when phone calls are received.</p>	<p>Ongoing thru FY 09</p> <p>As published.</p> <p>Ongoing thru FY 09</p>
2. R2AAA will provide funding for Home Chore.	2. Additional funding provided for home chore providers to utilize volunteers to enable providers to provide more chore services to older adults to remain safely in their homes.	Fiscal Year 2007-09
3. Nursing Facility Transition Initiative offered by R2AAA	3. Eligible clients coming out of nursing homes will be assisted by R2AAA staff to find affordable housing allowing them to transition back into the community.	Ongoing thru FY 09



AAA OBJECTIVE 5: Provide Agency Outreach Efforts in Community

<i>Desired Outcome</i>	<i>Activities</i>	<i>Timeline</i>
1. R2AAA registered nurses will provide blood pressure screenings in the community.	<p>1. Registered nurses will provide outreach by offering blood pressure screenings at specific events.</p> <p>Sign-in sheets for blood pressure screenings will be maintained to monitor number of participants seen.</p> <p>American Heart Association brochures will be distributed to participants taking part in blood pressure screenings.</p> <p>Participants with blood pressure readings above normal will be referred to their physicians. Registered Nurses will follow-up with participants.</p> <p>R2AAA Information and Referral Specialist and/or resource materials will be available for participants needing services. Participant outside of Region 2 will be referred to the Area Agency on Aging serving their area.</p>	<p>Quarterly</p> <p>Every screening session</p> <p>Every screening session</p> <p>Every screening session</p> <p>Every screening session</p>
2. R2AAA Nursing Facility Transition (NFTI) nurse will provide community outreach.	2. R2AAA NFTI nurse will distribute brochures at community events and through the Information and Referral Specialist to educate families and other agencies of the service provided to nursing facility clients.	Ongoing thru FY 09

OSA STATE PLAN OBJECTIVE #1: Work to improve the Health & Nutrition of Older Adults

AAA OBJECTIVE 6: Work to Improve the Health and Nutrition of Older Adults

Focus on increased physical activity and improved eating habits to help older adults in our region live longer and healthier lives.

<i>Desired Outcome</i>	<i>Activities</i>	<i>Timeline</i>
<p>1. Registered dietitian will work on programs that promote physical activity and better nutrition.</p> <p>2. Registered dietitian and agency staff will participate in established, ongoing health and wellness programs.</p>	<p>1. Senior centers and congregate meal site managers will participate in exercise programs and special fitness events.</p>	<p>Monthly thru FY 09</p>
	<p>Provide nutrition lectures focusing on improving eating habits and encouraging adequate intake of key nutrients such as calcium, vitamin D, magnesium, and phosphorus that are often lacking in older adult diets.</p>	<p>Monthly by County Rotation thru FY 09</p>
	<p>2. Annual kick-off event for WELLNESS F.A.N. Club in Lenawee County will be attended by Registered Dietitian.</p>	<p>As scheduled</p>
	<p>Nutrition education sessions provided for participants in the six-week long WELLNESS F.A.N. Club.</p>	<p>As scheduled</p>
	<p>Teach nutrition classes for the Lifelong Learning Program at Hillsdale Senior Center during annual six week sessions held once during spring and once during fall.</p>	<p>As scheduled</p>
	<p>Region 2 AAA staff will assist with the annual Senior Olympics event in Jackson County.</p>	<p>Ongoing thru FY 09</p>



8. Registered dietitian will complete application and testing process with the National Certification Board for Diabetes Educators to obtain certification as a Diabetes Educator.	8. R.D. will submit application to NCBDE and take certification test.	Ongoing thru FY 09
9. Registered dietitian will maintain membership and actively participate in DPAC (Diabetes Partners in Action Coalition) to network with state- wide diabetes professional group.	9. Attend meetings with the DPAC group and serve on the Advocacy and Policy sub-committee group.	Ongoing thru FY 09
10. Registered dietitian and staff will oversee Senior Project Fresh program to provide older adults in our region access to fresh grown Michigan produce during the growing season.	10. Instructions on how to use Project Fresh coupons and where to redeem them will be provided along with nutrition handouts regarding the selection, storage, and preparation of fresh fruits and vegetables to participants in Project Fresh to ensure that produce obtained in this program is used appropriately.	September 2009

AAA OBJECTIVE 7: Promote Financial Independence and Safeguard the Economic Security of Older Adults		
Focus on increased job opportunities to help older adults in our region obtain employment by managing the region's Senior Community Service Employment Program.		
<i>Desired Outcome</i>	<i>Activities</i>	<i>Timeline</i>
<p>1. Program Coordinator will seek out qualifying older adults 55+ who need job-related training that would result in unsubsidized employment; and find new partnership opportunities to place workers for employment training.</p> <p>2. Program coordinator will attend job fairs and other community events that focus on older adults in Region 2. Current participants in program will be required to attend job fairs and be registered with Michigan Works to seek permanent employment.</p> <p>3. Conduct meetings with current program participants to impart information on job-seeking skills that lead to permanent employment.</p>	<p>1. Work with Departments on Aging staff and senior centers, and other non-profit agencies to find low income, eligible older adults seeking training opportunities.</p> <p>Contact Departments on Aging staff and other non-profit organizations for potential job training development.</p>	<p>Ongoing thru FY 09</p> <p>Ongoing thru FY 09</p>
	<p>2. Network within the three counties to learn about established job fairs and community events where program information could be distributed to older adults and to potential agency sponsors for training programs.</p> <p>Require regular Michigan Works visits and bi-weekly job seeking logs from participants.</p>	<p>Ongoing thru FY 09</p> <p>Ongoing thru FY 09</p>
	<p>3. Schedule meetings at least twice yearly for all participants to give them skill-building information, job seeking assistance, and other help that they may need to be successful in their job search.</p>	<p>Ongoing thru FY 09</p>



OSA STATE PLAN OBJECTIVE #3: Protect older adults from abuse and exploitation

AAA OBJECTIVE 8: Protect Older Adults from Abuse and Exploitation

Increase awareness and education for seniors and the community.

<i>Desired Outcome</i>	<i>Activities</i>	<i>Timeline</i>
1. Law enforcement and senior advocates collaborate to educate the community.	1. Work with TRIAD in Jackson and Lenawee Counties to do Senior Safety conferences on identity theft, elder abuse, late life domestic violence and exploitation. Work with Jackson and Lenawee TRIADs to sponsor elder abuse education. Each county will have 2 educational events in fiscal year 2009.	Ongoing thru FY 09 By Sept. 2009
2. Law enforcement agencies and staff will be aware of aging-related issues.	2. County Sheriff Department will continue to train officers and attend domestic violence task force.	Ongoing thru FY 09
3. Target homebound seniors and local senior centers and other frequent senior locations about elder abuse.	3. Develop brochures and deliver with home delivered meals to all three counties annually. Deliver posters with emergency numbers in all three counties.	By Sept. 2009 By Sept. 2009
4. Coordinate with likely sources of information regarding elder abuse and late life domestic violence.	4. Research three county domestic violence shelters for accessibility for seniors and programs and training. Deliver information/referral packets to county domestic violence shelters Deliver brochures to hospital emergency rooms in the region on elder abuse and late life domestic violence.	Ongoing thru FY 09 January 2009 January 2009



IV. SUPPLEMENTAL DOCUMENTS—APPENDICES

List of Appendices

<input checked="" type="checkbox"/>	Appendix A	Public Hearing	13	Required
<input checked="" type="checkbox"/>	Appendix B	Membership: Board of Directors.....	14	Required
<input checked="" type="checkbox"/>	Appendix C	Membership: Advisory Board	15	Required
<input checked="" type="checkbox"/>	Appendix C1	Current Provider Demographics.....	16	Required
<input type="checkbox"/>	Appendix D	Proposed Selection Criteria.....	17	If Applicable
<input type="checkbox"/>	Appendix E	Planned Entrepreneurial Activities.....	18	If Applicable
<input type="checkbox"/>	Appendix F	Regional Service Definitions.....	19	If Applicable
<input type="checkbox"/>	Appendix G	FY 2009 Transfers.....	20	If Applicable
<input checked="" type="checkbox"/>	Appendix H	FY 2009 Nutrition Program	21	If Applicable
<input checked="" type="checkbox"/>	Appendix I	Supplemental Cash in Lieu of Commodity ...	22	Required
<input checked="" type="checkbox"/>	Appendix J	Administration of Direct Services.....	23	If Applicable
<input checked="" type="checkbox"/>	Appendix J	Care Management.....	25	If Applicable
<input checked="" type="checkbox"/>	Appendix J	Medication Management.....	25	If Applicable

APPENDIX A: PUBLIC HEARINGS

Fiscal Year: 2009

Area Agency: REGION 2 AREA AGENCY ON AGING

DATE	LOCATION	TIME	BARRIER FREE (Y or N)	NUMBER OF ATTENDEES
4/22/2008	Region 2 Area Agency on Aging 102 N. Main, Brooklyn, MI 49230	1:00 – 1:20 p.m.	Y	14

Narrative: The Public Hearing was held in the Region 2 Area Agency on Aging's conference room in collaboration with the Region 2 Area Agency on Aging Advisory Council's April meeting. A DRAFT Plan and an outline was available to attendees.



APPENDIX B: BOARD OF DIRECTORS MEMBERSHIP

Fiscal Year: 2009

Area Agency: REGION 2 AREA AGENCY ON AGING

	DEMOGRAPHICS							
	Asian/Pacific Island	African American	Arab/Chaldean	Native American/ Alaska Native	Hispanic Origin	Persons with Disabilities	Female	Total
Total Membership		1				4	5	9
Age 60 or Over						3	3	6

NAME of BOARD MEMBER	GEOGRAPHIC AREA	AFFILIATION	CHECK THOSE THAT ARE APPROPRIATE		
			Elected Official	Appointed	Community Rep.
Brenda Abbey	Jackson	MI Works		X	
Vacant	Lenawee				

APPENDIX C: ADVISORY COUNCIL MEMBERSHIP

Fiscal Year: 2008

Area Agency: REGION 2 AREA AGENCY ON AGING

	DEMOGRAPHICS							
	Asian/Pacific Island	African Am	Arab Chaldean	Native American/ Alaskan	Hispanic Origin	Persons with Disabilities	Female	Total
Total Membership					1	3	13	18
Age 60 or Over					1	3	8	13

NAME of ADVISORY COUNCIL MEMBER	GEOGRAPHIC AREA	AFFILIATION
Helen Borton	Lenawee	Retired
Zatha Carl	Hillsdale	Retired
JoAnn Camburn-McGonegal	Jackson	Retired
Barbara Cone	Regional	Citizens for Better Care Ombudsman
Betsy Dennis	Lenawee	Retired



APPENDIX C1: CURRENT PROVIDERS DEMOGRAPHICS

Cluster1 providers	DEMOGRAPHICS							
	Asian/Pacific Island	African Am.	Arab/Chaldean	Native American/ Alaskan	Hispanic Origin	Persons with Disabilities	Female	Total
Total Number of contractors ¹								6
Number of employees of contractors ²		10		1	7	1	143	157



APPENDIX I
AGREEMENT FOR RECEIPT OF SUPPLEMENTAL CASH-IN-LIEU OF
COMMODITY PAYMENTS FOR THE NUTRITION PROGRAM
FOR THE ELDERLY (if applicable)

Fiscal Year 2009

Please check one: ☒ WE DO NOT ANTICIPATE "NSIP ONLY" MEALS
☐ WE DO ANTICIPATE "NSIP ONLY" MEALS

APPENDIX J
WAIVER FOR DIRECT PROVISION OF NEW SERVICES
FISCAL YEAR 2009

If the area agency administers a MIChoice Waiver and directly provides any of the 13 waiver services the Waiver for Direct Provision of Service (Appendix J) must be requested for each of the direct service(s) provided. Please indicate which waiver services will be provided by the AAA during the FY 09 and the funding source:

☐ Agency DOES NOT offer Waiver Services

SERVICE	OSA-FUNDED	WAIVER
Chore	<input type="checkbox"/>	<input type="checkbox"/>
Home Care Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Home Injury Control	<input type="checkbox"/>	<input type="checkbox"/>
Homemaking	<input type="checkbox"/>	<input type="checkbox"/>
Home Delivered Meals	<input type="checkbox"/>	<input type="checkbox"/>
Home Health Aide	<input type="checkbox"/>	<input type="checkbox"/>
Medication Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Personal Care	<input type="checkbox"/>	<input type="checkbox"/>
Pers Emer. Response (PERS)	<input type="checkbox"/>	<input type="checkbox"/>
Respite Care	<input type="checkbox"/>	<input type="checkbox"/>
Friendly Reassurance	<input type="checkbox"/>	<input type="checkbox"/>
Adult Day Services	<input type="checkbox"/>	<input type="checkbox"/>
Congregate Meals	<input type="checkbox"/>	<input type="checkbox"/>
Health Promotion/Prevention	<input type="checkbox"/>	<input type="checkbox"/>



APPENDIX J and J1
WAIVER FOR DIRECT PROVISION OF SERVICE

Fiscal Year: 2009

Rationale: **Medication Management** funding was included in the Request for Proposals in previous years, however, no agencies were interested in the funding due to the inability to meet the minimum standards considering the insignificant amount of funding. Region 2 AAA has made a local decision to provide **Care Management** services regionally, as available funding will not support more than one project due to increased overhead costs associated with multiple administrative structures.

Please check one:

- ☒ Updates for the waivers approved in the MYP 07-09 are attached and no new services are requested.
- ☐ Updates for the waivers approved in the MYP 07-09 are attached no services are requested.



APPENDIX J: WAIVER FOR DIRECT PROVISION OF SERVICE

Medication Management

Fiscal Year: 2009

Agency: REGION 2 AREA AGENCY ON AGING

Service: MEDICATION MANAGEMENT

Amount of Federal / State Funds: \$5,568

Geographic Area to be Served: Hillsdale, Jackson, and Lenawee Counties

Rationale for Direct Service: In Fiscal Year 2007, R2AAA collaborated with Brown's Pharmacy Advanced Care to offer medication management to care management clients. In Fiscal Year 2009 the partnership will continue to serve care management clients.

Medication Management funding was included in the Request for Proposals in previous years, however, no agencies were interested in the funding due to the inability to meet the minimum standards considering the insignificant amount of funding.



DIRECT PROVISION OF SERVICES WORK PLAN		
Area Agency on Aging Region 2 Area Agency On Aging		Project Period
Service to be Provided Medication Management		<input type="checkbox"/> FY 09 only
Please specify the planned goals and activities that will be undertaken to provide the service identified above. A separate work plan must be developed for each direct service provided.		
Goals and Activities	Planned Time Frame	Accomplishments
Provide medication management to care management clients with purchase of service through Browns Pharmacy. A choice of providers is also being considered.	Ongoing through 2009	As a result of the medication management, care management client's health issues will be minimized or stabilized while on program.
Pharmacies will use the innovative doc-u-dose medication dispenser.	Ongoing through 2009	Client's medications will be monitored more frequently.
Any changes in clients medication or condition will be reported to the care manager.	Ongoing through 2009	Care managers will be able to monitor clients' medication adherence more closely.



DIRECT PROVISION OF SERVICES WORK PLAN		
Region 2 Area Agency on Aging		Project Period: FY 2009
Care Management		
Please specify the planned goals and activities that will be undertaken to provide the service identified above. A separate work plan must be developed for each direct service provided.		
Goals and Activities	Planned Time Frame	Accomplishments
1. Train and provide opportunities for care managers to become Certified Care Managers.	Thru Sept. 2009	Improve care management skills and efficiencies.
2. Revise policy and procedure to align with FY 2006 changes to MDCH Performance Criteria through Quality Improvement Committee. Include the OSA Care Management program criteria in policy revisions.	December 2008	Updated policy manuals have been created specifically for this training.
3. Review MDCH requirements with the Single Point of Entry program and implement Information and Assistance software program.	October 2009	Improved information and service distribution to community and caregivers.
4. Investigate and appropriately implement online Vendor View program to coordinate services more efficiently with contracted service providers.	October 2009	Provide opportunity to improve coordination of services with vendors.
5. Conduct external peer reviews with other care management organizations to expand experience related information sharing.	Thru October 2009	Improved education and experience assisting in expanding services to clients and caregivers.



**BUDGET FORM (A)
SCHEDULE OF MATCH & OTHER RESOURCES**

MATCH

SOURCE OF FUNDS	VALUE	
	Cash	In-Kind
Lenawee County Department on Aging Millage		30,122

OTHER RESOURCES

SOURCE OF FUNDS	VALUE	
	Cash	In-Kind
Program Income	100	

V. Assurances and Certifications

The undersigned agency, designated by the Michigan Commission on Services to the Aging to act as the Area Agency on Aging within a given planning and service area, agrees to the following:

2. To administer its Annual Implementation Plan in accordance with the Older Americans Act (OAA), the Older Michiganians Act (OMA), federal and state rules, and policies of the Michigan Commission on Services to the Aging (CSA) as set forth in publications and policy directives issued by the Michigan Office of Services to the Aging (OSA).
3. To make revisions necessitated by changes in any of the documents listed in point two in accordance with directives from the Michigan Office of Services to the Aging.
4. That any proposed revisions to the Annual Implementation Plan initiated by the Area Agency on Aging will be made in accordance with procedures established by the Michigan Office of Services to the Aging.
5. That funds received from the Michigan Office of Services to the Aging will only be used to administer and fund programs outlined in the Annual Implementation Plan approved by the Michigan Commission on Services to the Aging.
6. That the Area Agency on Aging will undertake the duties and perform the project responsibilities described in the Annual Implementation Plan in a manner that provides service to older persons in a consistent manner over the entire length of the Annual Implementation Plan and to all parts of the planning and service area.
7. That program development funds will be used to expand and enhance services in accordance with the initiatives and activities set forth in the approved Area Implementation Plan.
8. That all services provided under the Annual Implementation Plan are in agreement with approved service definitions and are in compliance with applicable minimum standards for program operations as approved by the Michigan Commission on Services to the Aging and issued by the Michigan Office of Services to the Aging, including Care Management.
9. That the Area Agency on Aging will comply with all conditions and terms contained in the Statement of Grant Award issued by the Michigan Office of Services to the Aging.
10. That the Area Agency on Aging may appeal actions taken by the Commission on Services to the Aging with regard to the Annual Implementation Plan, or related matters, in accordance with procedures issued by the Michigan Office of Services to the Aging in compliance with the requirements of the Older Michiganians Act and Administrative Rules.

B. TITLE VI of the CIVIL RIGHTS ACT of 1964

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

C. ELLIOT LARSEN CIVIL RIGHTS ACT

ASSURANCE OF COMPLIANCE WITH THE ELLIOT LARSEN CIVIL RIGHTS ACT, PA 453 OF 1976 AND THE PERSONS WITH DISABILITIES CIVIL RIGHTS ACT, PA 220 OF 1976.

The Applicant provides this assurance in consideration of and for the purpose of obtaining State of Michigan and Federal grants, loans, contracts, property, discounts or other State and Federal financial assistance from the Michigan Office of Services to the Aging.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

Non-Discrimination: In the performance of any grant, contract, or purchase order resulting herefrom, the Contractor agrees not to discriminate against any employee or applicant for employment or service delivery and access, with respect to their hire, tenure, terms, conditions or privileges of employment, programs and services provided or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Contractor further agrees that every subcontract entered into for the performance of any grant, contract, or purchase order resulting here from will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended MCL 37.1101 et seq, and any breach thereof may be regarded as a material breach of the grant, contract, or purchase order.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the Applicant to the above provisions.

D. AIP Signature Page

AIP SIGNATURE PAGE
OF THE
FY 2008-2009 ANNUAL IMPLEMENTATION PLAN
OF

Region 2 Area Agency on Aging

This Annual Implementation Plan (AIP) covers fiscal year 2009. It covers the period of October 1, 2008 through September 30, 2009.

This plan becomes valid upon approval by the Michigan Commission on Services to the Aging (CSA) it may be conditionally approved subject to all General and/or Special Conditions established by the Michigan Commission on Services to the Aging.

This AIP Signature Page MUST be filled and signed by THE AAA BOARD CHAIRPERSON, and the Area Agency on Aging director.

The Signatories below acknowledge that they have reviewed the entire Annual Implementation Plan including all budgets, assurances, and appendices and that they commit Region 2 Area Agency on Aging to all provisions and requirements of the Annual Implementation Plan.

Signature Section:

Name of Area Agency on Aging

Signature - Chairperson, Board of Directors

Date

Typed Name

Signature – Area Agency on Aging Director

Date

Typed Name

E. Glossary of Acronyms in Aging

AAA	Area Agency on Aging
AAAAM	Area Agency on Aging Association of Michigan
AARP	American Association of Retired Persons
AD	Alzheimer's disease
ADC	Adult Day Care
ADRC	Aging and Disability Resource Center
ADS	Adult Day Service
ADL	Activities of Daily Living
AFC	Adult Foster Care
AG	Attorney General
AIM	Aging in Michigan (OSA Publication)
AIP	Annual Implementation Plan
AIS	Aging Information System
ALF	Assisted Living Facility
4AM	Area Agencies on Aging Association of Michigan
AoA	Administration on Aging
APS	Adult Protective Services
BEAM	Bringing the Eden Alternative to the Midwest
ASA	American Society on Aging
CAP	Community Action Program
CBC	Citizens for Better Care
CM	Care Management
CMIS	Client Management Information System
CMS	Center for Medicare & Medicaid Services (formerly HCFA)
CNS	Corporation for National Service
COA	Commission on Aging/Council on Aging
CPHA	Community Public Health Agency
CR	Caregiver Respite (state)
CSA	Commission on Services to the Aging

MHSCC	Michigan Hispanic Senior Citizens Coalition
MIACoA	Michigan Indian Advisory Council on Aging
MICIS	MI Choice Information System
MIS	Management Information System
MLSC	Michigan Legal Services Corporation
MMAP	Medicare/Medicaid Assistance Program
MSA	Medical Services Administration
MSAC	Michigan Senior Advocates Council
MSC	Michigan Senior Coalition (formerly Senior Power Day)
MSHDA	Michigan State Housing Development Authority
MSG	Michigan Society of Gerontology
MQCCC	Michigan Quality Community Care Council
MYP	Multi-Year Plan
N4A	National Association of Area Agencies on Aging
NAPIS	National Aging Programs Information System
NASUA	National Association of State Units on Aging
NCBA	National Center on Black Aged
NCOA	National Council on Aging
NCSC	National Council of Senior Citizens
NF	Nursing Facility
NFA	Notification of Financial Assistance
NFCSP	National Family Caregiver Support Program
NIA	National Institute on Aging
NISC	National Institute of Senior Citizens
NSSC	National Senior Service Corps
OAA	Older Americans Act
OAVP	Older American Volunteer Program
OHDS	Office of Human Development Services
OMB	Office of Management and Budget (federal)
OSA	Office of Services to the Aging
OWL	Older Women's League
PA	Public Act



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
LANSING

KEITH MOLIN
INTERIM EXECUTIVE DIRECTOR

May 20, 2008

RECEIVED

JUN 26 2008

JACKSON COUNTY
ADMINISTRATOR'S OFFICE

Mr. Randall Treacher, Deputy Administrator
Jackson County
Jackson County Tower Bldg
120 W. Michigan Avenue
Jackson, MI 49201-0000

RE: Announcement of Funding Award Grant # MSC-2008-0727-HOA, Required Documentation and OPAL

Dear Mr. Treacher:

Congratulations! The Michigan State Housing Development Authority (MSHDA) has approved your request for MSHDA funds in the amount of \$300,000. The purpose of this letter is to inform you of the documentation needed to initiate this grant, and how to manage it on the On-line Project Administration Link (OPAL).

Enclosed you will find the following documents necessary to initiate your grant:

- A Grant Agreement (two originals)
- An Authorized Signature Designation Form

Return one original Grant Agreement, one original Authorized Signature Designation, and a reply to the special conditions (if identified in the grant agreement) within 45 days to Kerri Nobach at the Michigan State Housing Development Authority, PO Box 30044, Lansing, MI 48909.

Executing the Grant Agreement

Your agency's highest elected official [County Chairperson or Mayor] must sign the grant agreements before a witness. Others are permitted to sign IF they have been specifically designated by your agency's governing body to act on their behalf. Evidence supporting this designation must be submitted with the signed grant documents. **NOTE: MSHDA will NOT allow consultants and/or third-party administrators to be designated to act on behalf of the governing body.**

Authorized Signature Designation Form

The Authorized Signature Designation Form formally identifies and designates the person or persons authorized to sign and/or submit grant related reports, forms, and documents on behalf of the governing board. Each signatory must sign in the appropriate spaces on the form next to his or her printed or typed name. **NOTE: MSHDA will NOT allow consultants and/or third-party administrators to be designated as authorized signatories.**



May 20, 2008
Jackson County
Page Two

MANAGING YOUR GRANT USING OPAL

MSHDA's Office of Community Development utilizes OPAL to manage our application and grant process on-line. MSHDA has identified you, the recipient of this letter, as your agency's Authorized Official. By now you should have received written notification of your user name and password for OPAL. If not, please contact your CD Specialist.

Logging onto OPAL

Using your Internet web-browser, use the following address to access OPAL: <http://www.mshda-opal.org/login.asp>. Upon entering your user name and password you will be taken to the OPAL "Start Menu". Please log-in to familiarize yourself with the system.

Under no circumstances should users share their passwords or log onto OPAL using another person's user name and password. DOING SO MAY JEOPARDIZE THE SECURITY OF THE SYSTEM AND THESE GRANT FUNDS. FAILURE TO COMPLY WITH THIS RULE MAY RESULT IN THE RECAPTURE OF GRANT FUNDS. If you need assistance you may contact your CD Specialist.

Utilizing the Resources

Grantee User Manual. It is recommended that anyone using OPAL consult the Grantee User Manual. The manual may be accessed through the "Start Menu" screen, lower right-hand corner, under the word "Downloads" click on "Manuals, Applications, etc." This link will contain the most up-to-date version of the manual. You may print the manual at any time; however, you should compare the version date of your printed manual to the version date on the website to be sure you are using current information.

Help on Every Page. There is a "Help" link in the navigation bar at the top of each screen. Clicking on "Help" will reveal page-specific information that has been written to provide guidance in using the system.

OPAL Help Desk. Should you experience technical difficulties with OPAL, contact the Help Desk at 1-800-820-1890 or via email at helpdesk@agatesoftware.com.

Your CD Specialist.

You should always feel free to contact your CD Specialist, Jodie Willobee, at (517) 335-0615.

Assigning Staff to Administer This Grant

When this grant was awarded, MSHDA assigned a member of your agency as the Grant Administrator. Once the grant documents are returned, MSHDA will enter the Authorized Signers into OPAL. The Grant Administrator and Authorized Signers have the ability to give other agency members or other people outside of the agency, access to the grant. To be given access to a grant, that person must already exist on OPAL and be active within the system. Please refer to Section 7 of the Grantee User Manual – Grant Users Access to a Grant to complete this process.

Financial Status Report/Payment Requests (FSR/PR):

Payment Requests will be submitted on-line through OPAL. Both the Grant Administrator and Authorized Signer(s) are permitted to create an FSR/PR, however, only an Authorized Signer is permitted to submit an FSR/PR.

Payment Requests must be submitted at least quarterly, but not more frequently than monthly. The request should cover expenses for the previous quarter or month and should be submitted by the 15th of the month following the report period.

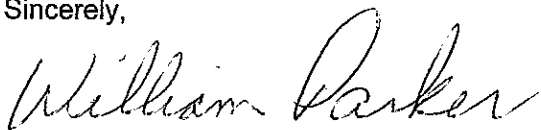
Please do not incur any project costs, make financial commitments, or enter into any negotiations until all required environmental reviews are completed and approved, and grant funds are formally released.

Quarterly Progress Reports (QPR's)

Since the projects completed with this grant will be set-up and completed on OPAL, your agency is not required to submit QPR's; MSHDA will simply pull the information from the system on a quarterly basis.

Keep in mind that any deviations from the terms or conditions of the Grant Agreement, including budget allocations, must be requested and approved by the Office of Community Development staff through OPAL. I congratulate you on receiving this award.

Sincerely,



William Parker, Interim HRF Director
Office of Community Development

cc: Jodie Willobee, CD Specialist

Enclosures

CDBG Grant #: MSC-2008-0727-HOA

Effective Date: 1/1/2008

Source of Funds: **CDBG Federal – CFDA #14.228**

CDBG GRANT AGREEMENT

BETWEEN

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AND

JACKSON COUNTY

Revised 12/20/07

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

GRANT AGREEMENT BETWEEN

**THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AND**

JACKSON COUNTY

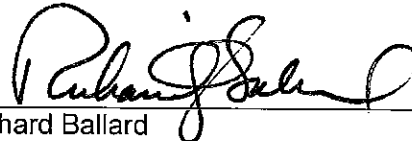
I. GRANT OFFER

The Michigan State Housing Development Authority (the "Authority"), acting pursuant to the federal Community Development Act Of 1974, as amended (the "Act"), hereby offers to Jackson County (hereinafter the "Grantee"), grant assistance subject to the availability of federal Community Development Block Grant (CDBG) funds, terms, conditions, and limitations

The maximum amount of grant assistance hereby offered is \$ \$300,000.

The term of work performance by the Grantee under this grant agreement is 1/1/2008 to 12/31/2009. The Authority will provide CDBG funds for the Grantee's eligible expenses in accordance with the attached Conditions.

Dated this 16th day of June, 2008



Richard Ballard
Director of Community Development
Office of Community Development

The foregoing Grant Offer is hereby accepted and it is agreed that the funds provided will be used only as set forth in the Grant Agreement.

Dated this _____ day of _____, ____.

WITNESSED BY: JACKSON COUNTY

Witness Signature

Authorized Official Signature

Type Name and Title of Authorized Official

II. GRANT TERMS

The Authority and the Grantee agree as follows:

1. The Grantee shall implement or continue the activities within the projected budget and time frame (the "Grant Term") and in accordance with any special terms and conditions for funding more specifically described and stated in "Exhibit A", which is attached and incorporated herein by reference.
2. The Grantee shall:
 - a. Expend all CDBG program funds in accordance with the requirements of 24 CFR 570 pertaining to eligible project costs for the CDBG program.
 - b. Comply with all the requirements now or hereafter in effect for Title II of the Community Development Act of 1974, the CDBG program, and the regulations appearing at Section 24, Part 570 of the Code of Federal Regulations (24 CFR 570 et seq.), including, but not limited to, the assurances and certifications contained in Section 30 of this Agreement.
 - c. Comply with such further statutory, regulatory, and contractual requirement(s) now or hereafter in effect as may be applicable to the receipt and expenditure of CDBG Funds, as administered by the U.S. Department of Housing and Urban Development and the Authority.
 - d. Utilize grant funds for the approved activities (excluding administration) at the following minimum expenditure rate, by the end of the:
 - 2nd quarter of the Grant Term, 15% expended; and
 - 3rd quarter of the Grant Term, 40% expended; and
 - 4th quarter of the Grant Term, 75% expended; and
 - 8th quarter of the Grant Term, all grant funded activities substantially complete.

The Authority expects all activities to be substantially complete within the first 24 months of the Grant Term. Funds not committed and/or expended in accordance with this schedule may be recaptured by the Authority.

To account for occasional, unavoidable delays in some activities, the final two quarters of the Grant Term are for final reporting on grant progress and activities.

3. **Effective Date.** The effective date of this Agreement is 1/1/2008. Unless otherwise extended, suspended, or terminated by the Authority, this Agreement shall remain in effect until such time as the Grantee has (1) expended or returned to the Authority the funds authorized hereunder; and (2) met all terms and conditions for the receipt of funds pursuant to this Agreement.
4. **Disbursement of Funds.** The Grantee agrees that disbursement(s) under this Agreement shall be made in accordance with Authority established schedules and procedures. The Grantee further agrees that in the event no funds are disbursed within six (6) months of the effective starting date as stated in Paragraph 3 above, the funds authorized pursuant to this Agreement shall be subject to recapture by the Authority. Further, in no event will a disbursement or further disbursements be made after a notice by the Authority of a violation of this Agreement, which violation has not been corrected to the satisfaction of the Authority.
5. **Advancement of Funds.** If an advance of funds is made pursuant to this Agreement for a

specific purpose and is not used by the Grantee for that purpose or another purpose permitted under this Agreement and approved by the Authority, or if the Grantee decides not to use the money, upon such disbursement or upon such decision, the Grantee shall immediately return to the Authority the funds advanced.

6. **Availability of Funds.** The State of Michigan CDBG Housing Program awards funds based upon year-to-date federal appropriations from HUD. Further, all Authority CDBG funding is subject to the availability of funds since the Housing Program is dependent upon federal appropriations and/or rescissions. Therefore, it is possible grants could be reduced accordingly on a unilateral basis.
7. **Increase of Funds.** The Grantee agrees that the Authority may, at its own discretion and with the written concurrence of the Grantee, increase the amount of funds available to the Grantee under this Agreement by amending the program description, program budget, and special conditions contained in Exhibit A. The Grantee further agrees that any such increases shall be governed by the terms of this Agreement and such other statutory, regulatory, or contractual requirements now or hereafter in effect for the receipt and expenditure the funds as administered by HUD or the Authority.
8. **Monitoring.** The Grantee agrees that the Authority may, at the Authority's discretion, audit the Grantee for compliance with the terms and conditions of this Agreement. The Grantee further agrees to provide any books, records, or other documentation in such form and at such place as the Authority may request.
9. **Records Retention Period.** The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years. The retention period shall commence from the date that the Grantee's final audit and report are approved by the Authority.
10. **Reporting Schedule.** The Grantee shall prepare and submit reports and documents relating to and supportive of the activities described in Exhibit A as the Authority may require.

TYPE OF REPORT

DUE DATE

A. Accounting Certification

Prior to disbursement of funds.

B. Financial Status Reports (FSR)
commonly referred to as
"payment requests".

The 15th of the month following the report period. Payment requests should be submitted at least quarterly but not more than monthly.

C. Interim and Final OMB A-133
Audit reports or Financial
Statements.

Nine months after OMB A-133 Audit or independently prepared financial statements by a certified public accountant are published for the Grantee's fiscal year end in which the funds governed by this agreement have been expended.

11. All reports, correspondence, and documents required under this Agreement shall be submitted to:

William Parker
Interim HRF Director

Regional Director/Address:

Michigan State Housing Development Authority
Office of Community Development
735 East Michigan Avenue, PO Box 30044
Lansing, MI 48909

Grantee/Address:

Randall Treacher, Deputy Administrator
Jackson County
Jackson County Tower Bldg
120 W. Michigan Avenue
Jackson, MI 49201-0000
12. **Procurement**. The Grantee shall ensure that all procurement transactions shall be conducted in a manner that provides for maximum open and free competition.
13. **Reasonable Costs**. The Grantee hereby agrees that payment for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished.
14. **Cost Overruns**. All cost overruns shall be the responsibility of the Grantee.
15. **General Compliance**. All aspects of the Grantee's plan for the use of funds authorized pursuant to the terms and conditions of this Agreement, including, but not limited to, all supporting documents, site plans, design plans and specifications, shall be subject to review and approval by Authority staff to ensure compliance with Authority, state and federal guidelines, standards and criteria and shall not be altered without prior written approval from the Authority.
16. **Records Review**. The Grantee hereby agrees that all aspects of the activities described in Exhibit A and all documents relating to and supportive of said activities, including, but not limited to, specifications and reports of funds expended, shall be freely available to the Authority or its authorized representatives for review by the Authority to ensure conformity with the terms of this Agreement.
17. **Contractors and Subcontractors**. The Grantee, all contractors and subcontractors shall ensure that any construction, rehabilitation, or conversion implemented pursuant to the terms and conditions of this Agreement will be sufficient to effect decent, safe and sanitary conditions and meet all applicable local building codes.
18. The Grantee, all contractors and subcontractors shall ensure that all precautions are exercised at all times for the protection of persons and property, and shall observe the safety provisions of all applicable laws and building and construction codes.
19. The Grantee, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.
20. The Grantee, all contractors and subcontractors shall maintain during the term of this Agreement public liability, property damage, and worker's compensation insurance insuring the interests of all parties to this Agreement against any and all claims which may arise out of the Grantee's or contractor's or subcontractor's operations under this Agreement.

21. **Discrimination.** The Grantee agrees that all activities assisted pursuant to the terms and conditions of this Agreement shall be open to all regardless of age, height, weight, marital status, familial status (except certain limitations for housing the elderly may be permitted by the Authority), sex, race, religion, disability, color, national origin, or creed and that all contractors, subcontractors, and lending institutions involved shall assure an equal opportunity in all areas of employment and borrowing. This section shall be implemented in a manner consistent with state and federal law and MSHDA policy and to the extent allowed therein.
22. **Conflict of Interest.** If any member of the Grantee's Board of Directors or staff has an identity of interest with (a) any of the staff persons hired, (b) any of the persons or households to be assisted directly or indirectly with the funds, or (c) the persons and/or businesses retained to perform technical services hereunder or with persons or businesses providing supplies or services for which funds are being advanced under this Agreement in the form of 10% or more voting stock in such business, or interest as a director or officer of such business, or financial interest directly or indirectly in an amount of 10% or more, or in the form of common immediate family membership, the Grantee shall make written disclosure of the nature and extent of the relationship to the Authority prior to contracting with such persons and/or businesses. The Grantee further agrees not to enter into any contractual relation with any of the persons or entities listed above unless it has received written approval from the Authority.
23. **Liability.** The Authority, the State of Michigan, their officers, agents, and employees shall not, in any manner, be liable for any loss or damage connected to or resulting from activities implemented under this Agreement; nor, or for any injury or damages to any person whether an employee of the Grantee or otherwise, or for damage to any materials, equipment, or other property that may be used or employed in connection herewith.
24. **Hold Harmless.** The Grantee agrees to indemnify, defend, and hold harmless the Authority, the State, their officers, agents, and employees from any and all claims and losses occurring or resulting, to any and all Grantees, contractors, subcontractors, materials providers, laborers, and any other person, firm, or Grantee furnishing or supplying work, services, materials or supplies in connection with negligent performance under this agreement, and from any and all claims and losses by any person, firm, or Grantee who may be injured or damaged by the Grantee's contractor's or subcontractor's negligence in the performance of this Agreement; and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy.
25. **Violations of Grant Agreement.** The Authority reserves the right to pursue all remedies available to it to cure any violation of this Agreement. In the event the Grantee violates any of the provisions of this Agreement, the Authority shall notify the Grantee and give a 30-day period for the Grantee to correct the violation. In the event the violation is not corrected to the satisfaction of the Authority, within the time prescribed herein, this Agreement may be terminated forthwith by the Authority.
26. **Suspension of Grant.** If the Grantee has failed to comply with this Agreement, or in the event that funds are no longer available to the Authority, on reasonable notice to the Grantee, the Authority may suspend the grant and prevent further electronic funds transfer or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee, resumption of funding to MSHDA for the CDBG program, or a decision to terminate in accordance with this Agreement. The Authority shall reimburse the Grantee for all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

27. **Termination for Cause.** The Authority may terminate this Agreement, in whole or in part, at any time before the date of completion, if the Authority determines that the Grantee has failed to comply with the conditions of this Agreement or in the event that funds are no longer available to the Authority. The Authority shall promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the Authority shall be in accordance with the legal rights and liabilities of the parties.
28. **Termination for Convenience.** The Authority or the Grantee may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Authority shall pay from available Grant funds; the Grantee's share of the non-cancelable obligations, properly incurred by the Grantee prior to termination.
29. **Remedies.** The Grantee hereby agrees that the election of the Authority to pursue any of the remedies set forth herein shall not be construed to preclude or be a waiver of the right to pursue any of the other remedies.
30. **Specific Compliance Requirements.** The Grantee hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the CDBG program as implemented pursuant to regulations contained in 24 CFR Part 570 and as administered by the Authority on behalf of the State of Michigan. Such assurances and certifications include, but are not limited to, the following:
- a. The execution of this Agreement is authorized under State and local statutes, and the Grantee possesses the legal authority to implement the CDBG program described herein and in accordance with regulations contained in 24 CFR Part 570 et. seq.
 - b. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.426, and HUD CPD Notice 04-11 to assure that any repayment, interest, and other program income shall be returned to the Authority. However, County CDBG Allocation Grantees may be eligible to retain CDBG program income if they meet HUD requirements and MSHDA Office of Community Development (OCD) requirements as outlined in OCD Policy Bulletin #4 – "HOME, CDBG, & MSHDA Program Income and Its Appropriate Use."
 - c. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.904 pertaining to equal opportunity and fair housing.
 - d. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.606 pertaining to displacement, relocation, acquisition, and replacement housing.
 - e. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.608 and 24 CFR Part 35 pertaining to the testing for and abatement of lead-based paint in HUD-associated housing.
 - f. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.611 pertaining to conflict of interest.

- g. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.605 pertaining to flood insurance.
 - h. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.489(c) to assure that no funds available under this agreement are requested until funds are needed for payment of eligible costs. Further, the amount requested must be limited to the amount needed.
 - i. The Grantee shall comply with all other requirements of the CDBG program which may be now or hereafter applicable to a CDBG Grantee as determined by the Authority pursuant to the requirements of 24 CFR 570 et. seq.
 - j. The Grantee acknowledges and agrees that the housing quality standards for units assisted with CDBG program funds must, at a minimum, meet the housing quality standards contained in 24 CFR 570.251 for the duration of this Agreement.
31. **Severability.** The parties hereby agree that the invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Community Development Block Grant Agreement

Exhibit A

Grant Term: 1/1/2008 to 12/31/2009

Budget:

Component/Activity	Funds Awarded	Leverage Funds	Total
Administrative Costs: Administrative Costs	\$54,000	\$0	\$54,000
Homeowner Assistance: Emergency Repair	\$19,800	\$4,200	\$24,000
Homeowner Assistance: Rehabilitation	\$226,200	\$106,600	\$332,800
TOTALS	\$300,000	\$110,800	\$410,800

Program Description:

Jackson County will use grant funds for Homeowner Rehabilitation. This project will include administrative costs. Jackson County will rehabilitate thirteen (13) owner occupied homes and assist eight (8) homeowners with emergency repairs throughout Jackson County.

Pre-Disbursement Conditions:

1. Program Guidelines must be amended and approved by MSHDA to included new funding limits.

**COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION
PROGRAM ADMINISTRATION CONTRACT
BETWEEN
JACKSON COUNTY AND COMMUNITY ACTION AGENCY**

THIS CONTRACT AGREEMENT entered into as of this _____ day of July, 2008 by and between Jackson County (hereinafter referred to as the “County”), and Community Action Agency (hereinafter referred to as the “Administrator”).

WITNESSETH:

WHEREAS, County desires to engage Administrator to provide administrative services for a Community Development Block Grant Rehabilitation Program funded by the Michigan State Housing Development Authority (MSHDA) Department of Commerce Community Development Block Grant Program (CDBG) Grant in the amount of \$300,000; and

WHEREAS, Administrator represents that it is authorized and able to provide such services in a manner responsive to the needs of County.

NOW THEREFORE, in consideration of the premises, mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

I. SCOPE OF SERVICES

- A) Administrator will be responsible for all grant applicant eligibility screening and processing; inspection of eligible applicants’ homes; preparation of rehabilitation specifications; solicitation of contractor bids and overseeing of construction. In connection with these services, Administrator must comply with:
1. The provisions as outlined in the 2008 Community Development Block Grant (CDBG) Housing Rehabilitation Grant Program Application;
 2. The Grant Agreement between MSHDA and County, as is applicable;
 3. Program Guidelines which require that all applications be taken and processed in the order in which they are received, without regard to race, religion, national origin, color, sex, marital status, age or handicap.

- B) Administrator will follow generally accepted accounting principles. Accounting procedures utilized will be equivalent to those specified in OMB Circular A-87 and A-102. Financial records maintained by Administrator will include records of the receipt of all grant funds used for project activities, records of all checks issued for payment of project costs, and information and records which summarize CDBG Grant receipts and disbursements. Such books and records shall be made accessible to the County's independent certified public accountants for the performance of an annual audit. Upon termination of the Contract for any reason, all books and records relating to this Contract shall be turned over to the County for retention, safekeeping, and any necessary oversight and follow-up action. Administrator shall retain only copies needed for Administrator's audit and other contractual obligations or as otherwise stipulated by written agreement.
- C) Administrator will submit program progress reports on a quarterly basis to the state and local authorities as required.
- D) Administrator shall utilize grant funds for the approved activities (excluding Administration) at the minimum expenditure rate as described on Page 4 of the Grant Agreement
- E) Administrator shall assist with program marketing efforts according to Program Guidelines, and with identification and coordination of sources for matching funds required under the terms of the Grant Agreement between MSHDA and County.

II. TERM OF CONTRACT

This Contract shall commence on January 1, 2008, and continue through December 31, 2009, unless extended by an amendment to this Contract.

III. PERFORMANCE

To insure proper performance of the Services, Administrator warrants that it is fully qualified to perform such Services.

IV. PERSONNEL

The relationship of County and Administrator is, and shall continue to be, that of an independent contractor. No liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities arising out of or related to a contract for hire or employer-employee relationship, shall arise or accrue to either party or either party's agents or employees, by virtue of this Contract. No relationship other than that of an independent contractor shall be implied between the parties or either party's agents or employees.

V. COMPENSATION

- A) County agrees to pay Administrator for the performance of the services for the Housing Rehabilitation Grant, as funds are committed or expended, in an amount not to exceed the sum of Three Hundred Thousand Dollars (\$300,000) over the term of the contract. Of this amount, not more than Fifty-Four Thousand Dollars (\$54,000) shall be used for administrative purposes which will be paid in proportion to the amount of rehabilitation dollars expended with the exception of the initial disbursement of administrative funds as outlined in the Grant Agreement. Performance of the services and funding sources for the Housing Rehabilitation Grant Program are identified in the Grant Agreement. Prior to incurring any project costs or reimbursement of state funds, Administrator shall provide County with a Request for Release of Funds and Certification representing completion of the environmental review procedures and requirements as set forth in 24 CFR Part 58, "Environmental Review Procedures for Title 1 Community Development Block Grant Program," issued by the U.S. Department of Housing and Urban Development. County agrees to disburse funds to the Administrator for deposit in a non-interest bearing account. Administrator will process and disseminate individual payments to rehabilitation contractors. These funds shall be expended as soon as administratively feasible and within three weeks of receipt of said funds by Administrator.
- B) During the term of this Contract or any renewal thereof, any income produced by the Program which is the subject matter of this Contract shall be retained by Administrator

and shall be used for Program purposes only. Up to twenty percent (20%) of said Program income may be used by Administrator for documented administration costs.

VI. METHOD OF PAYMENT

Payment for the proper performance of the Services (excluding administration) shall be made at the minimum expenditure rate as allowed in the Grant Agreement between MSHDA and the County.

VII. INDEMNITY / INSURANCE

- A) Administrator agrees to indemnify and hold harmless County against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by, or asserted against County, arising from any negligent or tortious act of Administrator.
- B) During the term of this Contract, Administrator shall maintain or cause to be maintained the insurance described in County's Administrative Policy No. 5100, and Administrator shall promptly submit proof of such coverage to the County upon written request by the County. Such policies shall show the County as an additional insured and shall provide for written notification to the County thirty (30) days prior to any cancellation or material modification thereof and shall contain such other terms and conditions as the County may reasonably require.

VIII. MISCELLANEOUS

- A) This Contract may be terminated before the expiration of the term on the first to occur of any of the following:
 - 1. In the event all parties mutually agree in writing, this Contract may be terminated on the terms and dates stipulated therein.
 - 2. In the event of a substantial breach of this Contract by either of the parties, if the non-defaulting party provides written notice of the breach to the defaulting party

and the breach is not corrected within thirty (30) days, then this Agreement may be terminated at the option of the non-defaulting party.

3. Either party shall have the right to terminate this Agreement should the Grant Agreement between MSHDA and County be terminated as provided in the Grant Agreement.
- B) This Contract shall not be assigned without the expressed written consent of the parties hereto.
 - C) This Contract cannot be modified except by a written instrument signed by the parties.
 - D) This Contract is intended by the parties as the complete and final expression of their agreement, and may not be contradicted by evidence of any prior or contemporaneous agreement oral or otherwise.
 - E) Failure by County to insist upon strict performance of any covenant, agreement, term or condition of this contract, or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term and condition.
 - F) If any provision of this Contract or the application thereof to any person or circumstance is found to any extent to be invalid or unenforceable, the remainder of this Contract, or the application of such provision to persons or circumstances other than those as to which it has been found to be invalid or unenforceable will not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Administrator and County, by and through their duly authorized representatives, have executed this Contract.

Witness

MARSHA A. KREUCHER
Chief Executive Officer
Community Action Agency

Dated: _____

Witness

JAMES E. SHOTWELL, JR., Chairman
Jackson County Board of Commissioners

Dated: _____



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
LANSING

MICHAEL R. DEVOS
EXECUTIVE DIRECTOR

Office of Community Development

**MANAGEMENT PLAN FOR LOCAL UNIT OF GOVERNMENT
USING A THIRD PARTY ADMINISTRATOR TO IMPLEMENT A
MSHDA OFFICE OF COMMUNITY DEVELOPMENT GRANT**

In addition to the information presented in the Implementation and Capacity section of your online application, it is important that Grantees understand their oversight responsibilities for grant implementation by a Third Party Administrator. Please complete this Management Plan and return to your CD Specialist as part of the Special Conditions of your recent grant award. Contact your CD Specialist for an electronic version of this form.

Grant #: **MSC-2008-0727-HOA**

Grantee: **Jackson County**

Grantee Contact Person: **Randall Treacher**

A. List names and titles of Grantee staff responsible for overall grant management and compliance.

Name	Title
Randall W. Treacher	Acting Administrator/Controller
Gerard Cyrocki	Finance Officer

B. Identify the contracted administrator (Third Party Administrator) for this grant.

Community Action Agency

C. List names and titles of the Third Party Administrator (TPA) staff responsible for various grant implementation duties.

Name	Title
Dawn L. Flynn	Energy and Housing Director
Neil Fisk	Program Operations Manager
Deborah Courtney	Energy and Housing Specialist
Pat Mullaly	Finance Director



D. Name the individual that will have primary responsibility for all the following tasks that apply to your housing grant and indicate if the person is a grantee staff member or TPA staff person.

Task	Name of Person Responsible (and agency, if neither Grantee nor TPA staff)	Grantee	TPA
1. Housing Needs Assessment	Dawn L. Flynn	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Public Hearings	Dawn L. Flynn	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Civil Rights / EEO	Dawn L. Flynn	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Complaint Procedure	Dawn L. Flynn	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Davis Bacon and Related Act (labor standards)	N/A	<input type="checkbox"/>	<input type="checkbox"/>
6. Environmental Review	Dawn L. Flynn	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Fair Housing	Dawn L. Flynn	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Uniform Relocation Act (relocation and acquisition)	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Financial Management	Pat Mullaly	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Household Income Eligibility	Deborah Courtney	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Processing Applications for Assistance	Deborah Courtney	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Program Guidelines (preparation of)	Dawn L. Flynn	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Outreach and Public Information	Dawn L. Flynn	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Property Selection for Acquisition	NA	<input type="checkbox"/>	<input type="checkbox"/>
15. Contractor Selection Process	Neil Fisk	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Cost Estimates	Neil Fisk	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Inspections	Neil Fisk	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Lead Based Paint Requirements	Neil Fisk	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Specifications	Neil Fisk	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20. Grant Status updates (from TPA to Grantee)	Dawn L. Flynn		X
21. Construction Supervision	Neil Fisk	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22. Homeownership Counseling	Deborah Courtney	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23. Marketing Units	N/A	<input type="checkbox"/>	<input type="checkbox"/>
24. Mortgage/Lien Documents	Deborah Courtney	<input type="checkbox"/>	<input checked="" type="checkbox"/>
25. Project Bid Awards	Neil Fisk	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26. Other:		<input type="checkbox"/>	<input type="checkbox"/>
27. Other:		<input type="checkbox"/>	<input type="checkbox"/>
28. Other:		<input type="checkbox"/>	<input type="checkbox"/>
29. Other:		<input type="checkbox"/>	<input type="checkbox"/>
30. Other:		<input type="checkbox"/>	<input type="checkbox"/>

E. Describe Grantee's internal controls and monitoring procedures to ensure TPA accountability for program progress, compliance and financial management. If an update or report will be used (see #20 above), indicate contents and frequency of submission to the Grantee.

County Grant Policy

F. Describe the “money flow”. Who and how will grant funds be requested from MSHDA and payments made to contractors? Who has authority to approve payments? What documentation is reviewed? Who will write checks and who will sign them? Give as much detail as necessary to show that required financial management practices are understood and followed.

Contractor Payments: When a request for payment is received, CAA’s Program Operations Manager inspects the property and approves the work completed. Property Owner also has to sign approval of payment. Payment requests are also approved by the Energy and Housing Director and then are forwarded to CAA’s Finance Dept. for payment.

The CAA Finance Dept prepares the Financial Status Reports with the assistance of the Energy/Housing Director and Energy/Housing Specialist. FSRs are then reviewed by the County and submitted to MSHDA by Randall Treacher.

G. List any technical assistance received or trainings attended by **Grantee** staff in the last year. Give the names of relevant staff members.

MACPA Governmental Accounting Conference

H. List any technical assistance received or trainings attended by **Third Party Administrator** staff in the last year. Give the names of relevant staff members.

Please see Attachment “A”

I understand that the individuals listed above have responsibility for ensuring various tasks and grant management duties are completed; however, it is the ultimate responsibility of Grantee for meeting the terms of the Grant Agreement with MSHDA, including all program and compliance requirements, HUD and MSHDA guidelines and policy bulletins, and local ordinances and codes.

Grantee has put in place the necessary agreements, policies, procedures and training to ensure that the Third Party Administrator named above understands their contractual obligations and has the capacity to effectively implement this Grant.

Randall W. Treacher
Administrator/Controller

Date

REQUIRED ATTACHMENTS:

- ☐ (1) Copy of ***Request for Proposal*** (RFP) for Third Party Administrator. Indicate number of proposals received and reasons for selection. If a RFP was not used, indicate NA ☒ and explain. **Same TPA, no reason to change.**
- ☒ (2) Written description of ***TPA previous experience*** with Federal and/or MSHDA grants. Identify any significant findings or delays. See Attachment “B” for CAA experience.

- ☒ (3) Copy of Administrative **Agreement** (between Grantee and Third Party Administrator).
Please see Attachment "C".

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
OFFICE OF COMMUNITY DEVELOPMENT

AUTHORIZED SIGNATURE
DESIGNATION FORM

Name: Jackson County

Grant #: MSC-2008-0727-HOA

The following individuals are approved to sign the required Grant Agreement and relative requests or reports for the above mentioned grant.

Date: _____

Print Name: _____

Title: _____

Date: _____

Print Name: _____

Title: _____

APPROVED BY:

Date: _____

Print Name: _____

Title: _____

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
OFFICE OF COMMUNITY DEVELOPMENT

ACKNOWLEDGEMENT OF POLICY & PROGRAM CHANGES

Background: From time to time, the Office of Community Development (OCD) updates various policies and program parameters. In most cases, these changes are applied to individual projects based upon when those projects are initiated within OCD's online grant management system known as OPAL. In early November of 2007, OCD released the 2008 version of its Housing Resource Fund (HRF) Summary. The 2008 HRF Summary contained broad changes to the parameters of OCD's primary program models—Homeowner Assistance; Rental Rehabilitation; Homebuyer, Purchase & Rehabilitation; and Acquisition, Development & Resale.

Key Changes: Key changes are being made to the maximum per-unit assistance that OCD will provide to projects initiated on or after January 1, 2008. While not an exhaustive list of program changes, the most significant parameter changes include:

Homeowner Assistance: The maximum per unit funding limit—inclusive of all hard, un-itemized soft, lead based paint related, and/or other project costs—will be \$35,000. Additionally, only the first \$5,000 of Lead Based Paint related costs—inclusive of testing, incremental increases in hard costs, and abatement specific costs—may be excluded from the lien homeowners must sign.

Rental Rehabilitation: For HOME funded projects, the maximum per unit funding limit—inclusive of all hard, un-itemized soft, lead based paint related, and/or other project costs—will be \$14,999. For CDBG funded projects, there are two limits. For the rehabilitation of “existing” rental units, the maximum per unit funding limit—inclusive of all hard, un-itemized soft, lead based paint related, and/or other project costs—will be \$25,000. For the creation of “new” rental units in existing buildings, the maximum per unit funding limit—inclusive of all hard, un-itemized soft, lead based paint related, and/or other project costs—will be \$35,000. For most CDBG funded projects, compliance expectations are changing as well.

Homebuyer, Purchase & Rehabilitation: The maximum per unit funding limit—inclusive of all hard, lead based paint related, developer fee, down payment assistance, and/or other project costs—will be \$37,500. The \$10,000 limit on down payment assistance remains in place within this larger per unit gross limit.

Acquisition, Development & Resale: The maximum per unit net funding limit—inclusive of all hard, lead based paint related, developer fee, and/or other project costs—will be \$75,000. The net investment will be calculated as the total setup minus any program income returned to MSHDA at the time of the grantee's sale of the property to an eligible homebuyer. The maximum Homebuyer Subsidy limit of \$30,000 is unchanged.

Applicability & Additional Information: These revised program limits will be applied to all projects setup in OPAL on or after January 1, 2008. Additional information on these changes can be found in the 2008 Housing Resource Fund Summary which is available on MSHDA's website. Grantees can also contact their Community Development Specialist for further clarification.

Certification: (To be signed by an *Authorized Signer* of the grantee.)

I hereby acknowledge that _____ (Agency Name) is aware of the program changes referenced above, has had the opportunity to discuss the impact of such changes on the projects proposed under Grant # _____ (Grant #) with appropriate OCD staff, and hereby agrees to comply with the referenced program changes in its completion of grant funded activities unless an exception to those policies has been requested in writing and approved in writing by the Office of Community Development.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

**RESOLUTION (07-08.20) AUTHORIZING BORROWING
FROM THE DELINQUENT TAX REVOLVING FUND
FOR THE GENERAL FUND**

WHEREAS, the County of Jackson realizes it has incurred a temporary cash flow problem as a result of PA 357 of 2004 for the current fiscal year; and

WHEREAS, the County has monies in the Delinquent Tax Revolving Fund available for short term borrowing.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners hereby authorizes that, if needed, the General Fund may borrow temporary funds from the Delinquent Tax Revolving Fund.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
July 22, 2008

STATE OF MICHIGAN
12TH JUDICIAL DISTRICT COURT

Michael J. Dillon, Court Administrator
312 South Jackson Street - Jackson, Michigan 49201
517-768-6802 - Fax 517-788-4262
www.d12.com
mdillon@co.jackson.mi.us

RECEIVED

JUN 10 2008

JACKSON COUNTY
ADMINISTRATOR'S OFFICE

MEMORANDUM

TO: Randy Treacher

SUBJECT: Financial Management

RE: Drunk Driving Assistance Funds (MCL 257.625h)
Drug Case Information Management Funds (MCL 257.323d)

DATE: June 9, 2008

Attached please find the State of Michigan Remittance Advice for the Drunk Driving Case Reimbursement Fund (MCL 257.625h) and the Drug Case Reimbursement Fund (257.323d).

The 12th District Court has received a total of \$66,562.89:

Drunk Driving Assistance	\$64,311.03
Drug Case Management	\$2,251.89

The 4th Circuit Court has received a total of \$977.49.

Please increase 12th District Court expense line-item 402-978-978.915 (Drunk Driving Assistance) by \$66,562.89

According to our records, after the adjustment, the 2008 budgeted amount should reflect a total of \$209,384

Please advise me when the adjustment has been made.

Budget Adjustments-2008

[illegible]

DESCRIPTION OF ADJUSTMENT
Adjust budget to reflect Grant- Drunk Driving Assistance

DEPT HEAD/date

COMMITTEE/date

BUDGET DIR/date

ADMINISTRATOR/date

Budget Adjustments-2008

[illegible]

DESCRIPTION OF ADJUSTMENT
Adjust budget to reflect donation from Sigmund Foundation

DEPT HEAD/date	_____	COMMITTEE/date	_____
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BUDGET DIR/date ADMINISTRATOR/date

County Affairs
Motions

July 22, 2008

1. Motion: Appoint one public member to the Upper Grand River Watershed Council, term to 5/31/2010

Commissioner Board Appointments – July 2008

<u>BOARD</u>	<u>NEW TERM EXPIRES</u>	<u>CURRENT MEMBER</u>	<u>APPLICANTS</u>	<u>COMMITTEE RECOMMENDED APPOINTMENTS</u>
<u>Upper Grand River Watershed Council</u>				
1) One public member	5/31/2010	Joseph Michalsky	Kathlyn Kulchinski	Kathlyn Kulchinski

County Agencies
Motions

July 22, 2008

1. Motion: Approve the Use of Justice Assistance Grant Funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) through the United States Department of Justice.
2. Motion: Approve Resolution (07-08.19) Brownfield Plan for former Plastigage Site, 2917 Wildwood Avenue, in Blackman Charter Township

Memo

Date: June 27, 2008

To: Randy Treacher, County Administrator
James S. Shotwell, Jr., Chairman, County Commission
Gail Mahoney, Chairperson, County Agencies Committee

From: Amy Torres and Debbie Kelly, BRA Staff

RE: Resolution Approving a Brownfield Plan for 2917 Wildwood Avenue (former Plastigage site) in Blackman Charter Township and scheduling Public Hearing regarding the same.

The purpose of the proposed Brownfield Plan will allow Even Stevens Investments, LLC, to be reimbursed for the cost of eligible activities, including demolition and asbestos abatement activities.

The property is currently owned by Even Stevens Investments, LLC, which intends to demolish the existing building (or portions of it) and prepare the property for future development. No specific redevelopment plan has been proposed as of yet for this site. However, adoption of the Plans at this time allows certain costs that will be incurred by Even Stevens Investments, LLC to remain eligible for reimbursement in the future. Specifically, this Plan will allow for the reimbursement of asbestos abatement activities and demolition from future tax increment revenues.

The BRA approved the Brownfield Plan to allow the tax capture at their June 5, 2008 meeting, and is recommending County Commission approval by Resolution at their July 22, 2008 meeting after the 7:15 p.m. Public Hearing at the same meeting, which also needs to be scheduled. BRA Staff will present the Brownfield Plan to the Blackman Charter Township on July 7, 2008 at 7:00 p.m.

A copy of the Resolution, the Brownfield Plan, and the Public Hearing Notice is attached for your review.

cc: Amy Torres
David Stegink, Envirollogic Technologies, Inc.

JACKSON COUNTY, MICHIGAN

**RESOLUTION (07-08.19) APPROVING A BROWNFIELD PLAN
BY THE COUNTY OF JACKSON
PURSUANT TO AND IN ACCORDANCE WITH
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED**

At a regular meeting of the Board of Commissioners of Jackson County, Michigan, held in the County Tower Building located at 120 W. Michigan Ave., Jackson, Michigan, on the 22nd day of July at 7:00 p.m.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

WHEREAS, the Jackson County Board of Commissioners, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the “Act”), have formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of Jackson County (the “Authority”) and have designated that all related activities shall proceed through the BRA; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, has reviewed, adopted and recommended for approval by the Jackson County Board of Commissioners, the Brownfield plan (the “Plan”) attached hereto, to be carried out within Blackman Charter Township, relating to the potential redevelopment project proposed by Even Stevens Investments, LLC., on the former Plastigage site located at 2917 Wildwood Avenue in Blackman Charter Township, (the “Site”), as more particularly described and shown in Figures 1 & 2 and Attachment “A” contained within the attached Plan; and

WHEREAS, the Jackson County Board of Commissioners have reviewed the Plan, and have been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Sections 13(13) of the Act; and

WHEREAS, the Jackson County Board of Commissioners have made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;
- B. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
- C. The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and will not require the Authority to arrange the financing;

- D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act;
- E. School taxes will not be captured in accordance with Plan; and

WHEREAS, as a result of its review of the Plan, the Jackson County Board of Commissioners concur with approval of the Plan.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. **Plan Approved.** Pursuant to the authority vested in the Jackson County Board of Commissioners, by the Act, the Plan is hereby approved in the form attached to this Resolution.
2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
COUNTY OF JACKSON) ss:

I, the undersigned, the fully qualified Clerk of Jackson County, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners of Jackson County at a regular meeting held on the 22nd day of July, 2008, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this ____ day of _____, 2008.

Amanda L. Riska, Jackson County Clerk

**ENVIROLOGIC
TECHNOLOGIES, INC.**

**JACKSON COUNTY, MICHIGAN
BROWNFIELD REDEVELOPMENT AUTHORITY**

BROWNFIELD PLAN

**FORMER PLASTIGAGE SITE
2917 WILDWOOD AVENUE
JACKSON, MICHIGAN**

MAY 30, 2008

Prepared for:

**Jackson County Brownfield Redevelopment Authority
One Jackson Square
Suite 1100
Jackson, Michigan 49201**

Prepared with the assistance of:

**ENVIROLOGIC TECHNOLOGIES, INC.
2960 Interstate Parkway
Kalamazoo, Michigan 49048
(269) 342-1100**

Recommended for Approval by the Brownfield Redevelopment Authority on:
Approved by the Jackson County Commission on:

ENVIROLOGIC TECHNOLOGIES, INC.

Table of Contents

I. GENERAL DEFINITIONS AS USED IN THIS PLAN	1
II. ELIGIBLE PROPERTIES.....	11
INTRODUCTION	11
BASIS OF ELIGIBILITY	12
THE PLAN	12

List of Tables

TABLE 1: SUMMARY OF ELIGIBLE COSTS
TABLE 2: ESTIMATE OF TOTAL CAPTURED INCREMENTAL TAXES
TABLE 3: ESTIMATE OF ANNUAL CAPTURED TAXES FOR EACH AFFECTED TAXING JURISDICTION
TABLE 4: CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUE BY YEAR AND AGGREGATE FOR EACH TAXING JURISDICTION
TABLE 5: REIMBURSEMENT SCHEDULE

Attachments

ATTACHMENT A: FIGURES
<i>Location Map: USGS Topographic Map</i>
<i>Site Plans</i>
ATTACHMENT B: NOTICE OF PUBLIC HEARING
ATTACHMENT C: NOTICE TO TAXING JURISDICTIONS
ATTACHMENT D: RESOLUTION APPROVING A BROWNFIELD PLAN

ENVIROLOGIC TECHNOLOGIES, INC.

BROWNFIELD PLAN FORMER PLASTIGAGE SITE 2917 WILDWOOD AVENUE JACKSON, MICHIGAN

I. GENERAL DEFINITIONS AS USED IN THIS PLAN

1996 PA 381 Sec. 2

(a) "Additional response activities" means response activities identified as part of a Brownfield plan that are in addition to baseline environmental assessment activities and due care activities for an eligible property.

(b) "Authority" means a Brownfield redevelopment authority created under this act.

(c) "Baseline environmental assessment" means that term as defined in section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(d) "Baseline environmental assessment activities" means those response activities identified as part of a Brownfield plan that are necessary to complete a baseline environmental assessment for an eligible property in the Brownfield plan.

(e) "Blighted" means property that meets any of the following criteria as determined by the governing body:

(i) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire or other related code or ordinance.

(ii) Is an attractive nuisance to children because of physical condition, use or occupancy.

(iii) Is a fire hazard or is otherwise dangerous to the safety of persons or property.

(iv) Has had the utilities, plumbing, heating or sewerage permanently disconnected, destroyed, removed or rendered ineffective so that the property is unfit for its intended use.

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(v) Is tax reverted property owned by a qualified local governmental unit, by a county or by this state. The sale, lease or transfer of tax reverted property by a qualified local governmental unit, county or this state after the property's inclusion in a Brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.

(vi) Is property owned or under the control of a land bank fast track authority under the land bank fast track act, whether or not located within a qualified local governmental unit. Property included within a Brownfield plan prior to the date it meets the requirements of this subdivision to be eligible property shall be considered to become eligible property as of the date the property is determined to have been or becomes qualified as, or is combined with, other eligible property. The sale, lease or transfer of the property by a land bank fast track authority after the property's inclusion in a Brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.

(vii) Has substantial subsurface demolition debris buried on site so that the property is unfit for its intended use.

(f) "Board" means the governing body of an authority.

(g) "Brownfield plan" means a plan that meets the requirements of section 13 and is adopted under section 14.

(h) "Captured taxable value" means the amount in one year by which the current taxable value of an eligible property subject to a Brownfield plan, including the taxable value or assessed value, as appropriate, of the property for which specific taxes are paid in lieu of property taxes, exceeds the initial taxable value of that eligible property. The state tax commission shall prescribe the method for calculating captured taxable value.

(i) "Chief executive officer" means the mayor of a city, the village manager of a village, the township supervisor of a township, or the county executive of a county or, if the county does not have an elected county executive, the chairperson of the county board of commissioners.

(j) "Department" means the department of environmental quality.

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(k) "Due care activities" means those response activities identified as part of a Brownfield plan that are necessary to allow the owner or operator of an eligible property in the plan to comply with the requirements of section 20107a of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20107a.

(l) "Economic opportunity zone" means one or more parcels of property that meet all of the following:

- (i) That together are 40 or more acres in size.
- (ii) That contain a manufacturing facility that consists of 500,000 or more square feet.
- (iii) That are located in a municipality that has a population of 30,000 or less and that is contiguous to a qualified local governmental unit.

(m) "Eligible activities" or "eligible activity" means one or more of the following:

- (i) Baseline environmental assessment activities.
- (ii) Due care activities.
- (iii) Additional response activities.
- (iv) For eligible activities on eligible property that was used or is currently used for commercial, industrial or residential purposes that is in a qualified local governmental unit, that is owned or under the control of a land bank fast track authority, or that is located in an economic opportunity zone, and is a facility, functionally obsolete, or blighted, and except for purposes of former section 38d of the single business tax act, 1975 PA 228, the following additional activities:
 - (A) Infrastructure improvements that directly benefit eligible property.
 - (B) Demolition of structures that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.
 - (C) Lead or asbestos abatement.

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(D) Site preparation that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(E) Assistance to a land bank fast track authority in clearing or quieting title to, or selling or otherwise conveying, property owned or under the control of a land bank fast track authority or the acquisition of property by the land bank fast track authority if the acquisition of the property is for economic development purposes.

(v) Relocation of public buildings or operations for economic development purposes.

(vi) For eligible activities on eligible property that is a qualified facility that is not located in a qualified local governmental unit and that is a facility, functionally obsolete, or blighted, the following additional activities:

(A) Infrastructure improvements that directly benefit eligible property.

(B) Demolition of structures that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(C) Lead or asbestos abatement.

(D) Site preparation that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(vii) For eligible activities on eligible property that is not located in a qualified local governmental unit and that is a facility, functionally obsolete, or blighted, the following additional activities:

(A) Demolition of structures that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(B) Lead or asbestos abatement.

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(viii) Reasonable costs of developing and preparing Brownfield plans and work plans.

(ix) For property that is not located in a qualified local governmental unit and that is a facility, functionally obsolete, or blighted, that is a former mill that has not been used for industrial purposes for the immediately preceding two years, that is located along a river that is a federal superfund site listed under the comprehensive environmental response, compensation, and liability act of 1980, 42 USC 9601 to 9675, and that is located in a city with a population of less than 10,000 persons, the following additional activities:

(A) Infrastructure improvements that directly benefit the property.

(B) Demolition of structures that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(C) Lead or asbestos abatement.

(D) Site preparation that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(x) For eligible activities on eligible property that is located north of the 45th parallel, that is a facility, functionally obsolete, or blighted, and the owner or operator of which makes new capital investment of \$250,000,000.00 or more in this state, the following additional activities:

(A) Demolition of structures that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(B) Lead or asbestos abatement.

(xi) Reasonable costs of environmental insurance.

(n) Except as otherwise provided in this subdivision, "eligible property" means property for which eligible activities are identified under a Brownfield plan that was used or is

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currently used for commercial, industrial, public or residential purposes, including personal property located on the property, to the extent included in the Brownfield plan, and that is one or more of the following:

(i) Is in a qualified local governmental unit and is a facility, functionally obsolete, or blighted and includes parcels that are adjacent or contiguous to that property if the development of the adjacent and contiguous parcels is estimated to increase the captured taxable value of that property.

(ii) Is not in a qualified local governmental unit and is a facility, and includes parcels that are adjacent or contiguous to that property if the development of the adjacent and contiguous parcels is estimated to increase the captured taxable value of that property.

(iii) Is tax reverted property owned or under the control of a land bank fast track authority.

(iv) Is not in a qualified local governmental unit, is a qualified facility, and is a facility, functionally obsolete, or blighted, if the eligible activities on the property are limited to the eligible activities identified in subdivision (m)(vi).

(v) Is not in a qualified local governmental unit and is a facility, functionally obsolete, or blighted, if the eligible activities on the property are limited to the eligible activities identified in subdivision (m)(vii).

(vi) Is not in a qualified local governmental unit and is a facility, functionally obsolete, or blighted, if the eligible activities on the property are limited to the eligible activities identified in subdivision (m)(ix).

(vii) Is located north of the 45th parallel, is a facility, functionally obsolete, or blighted, and the owner or operator makes new capital investment of \$250,000,000.00 or more in this state. Eligible property does not include qualified agricultural property exempt under section 7ee of the general property tax act, 1893 PA 206, MCL 211.7ee, from the tax levied by a local school district for school operating purposes to the extent provided under section 1211 of the revised school code, 1976 PA 451, MCL 380.1211.

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(o) "Environmental insurance" means liability insurance for environmental contamination and cleanup that is not otherwise required by state or federal law.

(p) "Facility" means that term as defined in section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(q) "Fiscal year" means the fiscal year of the authority.

(r) "Functionally obsolete" means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

(s) "Governing body" means the elected body having legislative powers of a municipality creating an authority under this act.

(t) "Infrastructure improvements" means a street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, owned or used by a public agency or functionally connected to similar or supporting property owned or used by a public agency, or designed and dedicated to use by, for the benefit of, or for the protection of the health, welfare, or safety of the public generally, whether or not used by a single business entity, provided that any road, street, or bridge shall be continuously open to public access and that other property shall be located in public easements or rights-of-way and sized to accommodate reasonably foreseeable development of eligible property in adjoining areas.

(u) "Initial taxable value" means the taxable value of an eligible property identified in and subject to a Brownfield plan at the time the resolution adding that eligible property in the Brownfield plan is adopted, as shown either by the most recent assessment roll for which equalization has been completed at the time the resolution is adopted or, if provided by the Brownfield plan, by the next assessment roll for which equalization will be completed following the date the resolution adding that eligible property in the Brownfield plan is

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adopted. Property exempt from taxation at the time the initial taxable value is determined shall be included with the initial taxable value of zero. Property for which a specific tax is paid in lieu of property tax shall not be considered exempt from taxation. The state tax commission shall prescribe the method for calculating the initial taxable value of property for which a specific tax was paid in lieu of property tax.

(v) "Land bank fast track authority" means an authority created under the land bank fast track act, 2003 PA 258, MCL 124.751 to 124.774.

(w) "Local taxes" means all taxes levied other than taxes levied for school operating purposes.

(x) "Municipality" means all of the following:

(i) A city.

(ii) A village.

(iii) A township in those areas of the township that are outside of a village.

(iv) A township in those areas of the township that are in a village upon the concurrence by resolution of the village in which the zone would be located.

(v) A county.

(y) "Owned or under the control of" means that a land bank fast track authority has one or more of the following:

(i) An ownership interest in the property.

(ii) A tax lien on the property.

(iii) A tax deed to the property.

(iv) A contract with this state or a political subdivision of this state to enforce a lien on the property.

(v) A right to collect delinquent taxes, penalties or interest on the property.

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- (vi) The ability to exercise its authority over the property.
- (z) "Qualified facility" means a landfill facility area of 140 or more contiguous acres that is located in a city and that contains a landfill, a material recycling facility and an asphalt plant that are no longer in operation.
- (aa) "Qualified local governmental unit" means that term as defined in the obsolete property rehabilitation act, 2000 PA 146, MCL 125.2781 to 125.2797.
- (bb) "Qualified taxpayer" means that term as defined in former sections 38d and 38g of the single business tax act, 1975 PA 228, or section 437 of the Michigan business tax act, 2007 PA 36, MCL 208.1437.
- (cc) "Response activity" means that term as defined in section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.
- (dd) "Specific taxes" means a tax levied under 1974 PA 198, MCL 207.551 to 207.572; the commercial redevelopment act, 1978 PA 255, MCL 207.651 to 207.668; the enterprise zone act, 1985 PA 224, MCL 125.2101 to 125.2123; 1953 PA 189, MCL 211.181 to 211.182; the technology park development act, 1984 PA 385, MCL 207.701 to 207.718; the obsolete property rehabilitation act, 2000 PA 146, MCL 125.2781 to 125.2797; the neighborhood enterprise zone act, 1992 PA 147, MCL 207.771 to 207.786; the commercial rehabilitation act, 2005 PA 210, MCL 207.841 to 207.856; or that portion of the tax levied under the tax reverted clean title act, 2003 PA 260, MCL 211.1021 to 211.1026, that is not required to be distributed to a land bank fast track authority.
- (ee) "Tax increment revenues" means the amount of ad valorem property taxes and specific taxes attributable to the application of the levy of all taxing jurisdictions upon the captured taxable value of each parcel of eligible property subject to a Brownfield plan and personal property located on that property. Tax increment revenues exclude ad valorem property taxes specifically levied for the payment of principal of and interest on either obligations approved by the electors or obligations pledging the unlimited taxing power of the local governmental unit, and specific taxes attributable to those ad valorem property taxes. Tax increment revenues attributable to eligible property also exclude the amount of ad valorem property taxes or specific taxes captured by a downtown development authority, tax increment finance authority, or local development finance

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authority if those taxes were captured by these other authorities on the date that eligible property became subject to a Brownfield plan under this act.

(ff) "Taxable value" means the value determined under section 27a of the general property tax act, 1893 PA 206, MCL 211.27a.

(gg) "Taxes levied for school operating purposes" means all of the following:

(i) The taxes levied by a local school district for operating purposes.

(ii) The taxes levied under the state education tax act, 1993 PA 331, MCL 211.901 to 211.906.

(iii) That portion of specific taxes attributable to taxes described under subparagraphs (i) and (ii).

(hh) "Work plan" means a plan that describes each individual activity to be conducted to complete eligible activities and the associated costs of each individual activity.

(ii) "Zone" means, for an authority established before June 6, 2000, a Brownfield redevelopment zone designated under this act.

II. ELIGIBLE PROPERTIES

**FORMER PLASTIGAGE SITE
2917 WILDWOOD AVENUE
JACKSON, MICHIGAN**

Introduction

The former Plastigage Site is an irregular-shaped property consisting of three parcels of land occupying approximately 14.16 acres. The tax identification numbers for the three parcels included under this BEA are 000-08-32-401-008-01, 000-08-32-401-009-01, and 000-08-32-401-010-01. The property is currently owned by Even Stevens Investments, LLC, who intends to demolish the existing building (or portions of it) and prepare the property for future development. No specific redevelopment plan has been proposed as of yet for this site. However, adoption of the Plan at this time allows certain costs that will be incurred by Even Stevens Investments, LLC to remain eligible for reimbursement in the future. Specifically, this Plan will allow for the reimbursement of asbestos abatement activities and demolition from future tax increment revenues.

The property is a former industrial site that was used for the manufacture of grinding wheels, brake components, and plastics. The subject property appears to have been first developed for industrial purposes in approximately 1930 when Macklin Industries utilized the site for the production of grinding wheels. Macklin Industries occupied the site from between at least 1930 to 1968. From 1969 to 1978, the subject property was owned and occupied by Bendix Corporation – Abrasives Division who used the subject property for the manufacture of brake pads.

By 1980, the Plastigage Corporation was utilizing the subject property. Plastigage manufactured fiberglass pultrusions for draperies and blinds and underground utilities as well as plastic injection molding for custom plastic fabrications, gas pipeline weathercaps, and electric substations. Plastigage sold the subject property to Lintra Properties, LLC in September 2006. Lintra Properties, LLC had the intention of using the site for retail. The property operated between December 2, 2006 through December 18, 2006 under the name Bargain Warehouse, and sold closeout food and general merchandise. The site was closed due to improper zoning for retail sales and lack of the proper licensing. Lintra Properties, LLC sold the subject property to Even Stevens Investments, LLC in January 2007. Even Stevens Investments, LLC completed and filed

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a Baseline Environmental Assessment on February 26, 2007 and is not a liable party for any environmental contamination at the property.

Basis of Eligibility

The analytical results from an environmental assessment completed in 2006-7 indicate that tetrachloroethene, arsenic, bis(2-ethylhexyl)phthalate, and polynuclear aromatic hydrocarbons (anthracene, benzo(a)pyrene, phenanthrene, and pyrene) are present above generic cleanup criteria in soil and/or groundwater. Arsenic was detected above Residential Drinking Water Protection criterion in two shallow soil samples. Arsenic was also present in a groundwater sample above the Residential Drinking Water Criterion. Tetrachloroethene was detected in groundwater above current Residential Cleanup criteria. No other VOCs were identified in groundwater above current Residential Cleanup criteria. Anthracene, phenanthrene, and pyrene were detected above Residential Drinking Water criteria, Groundwater Contact criteria, and Groundwater Volatilization to Indoor Air Inhalation criteria. Benzo(a)pyrene was detected above Groundwater Contact criteria. One or more of these contaminants exists on each of the parcels, making each parcel a “facility” and an eligible property.

Based on the results of the previous environmental assessment, each of the parcels at the property are considered an “eligible property” due to the presence of contaminants that make the site a “facility” as defined by Part 201 of NREPA.

The Plan

(a) A description of the costs of the plan intended to be paid for with tax increment revenues (Section 13(1)(a))

This Brownfield Plan was developed to preserve the eligibility of the costs to be incurred by Even Stevens Investments, LLC for asbestos abatement and demolition.

The Plan anticipates that a future developer will redevelop the site for an appropriate industrial or commercial use which will create a tax increment on the property. Without details of a specific level of investment for this anticipated redevelopment, this Plan assumes that the tax increment on the property will be captured for the full 30 years allowed by the Brownfield Redevelopment Financing Act (1996 PA 381). Costs eligible for reimbursement under this Plan include the removal of asbestos-containing materials

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(\$180,000) and demolition of the existing building (\$380,000). These costs will be borne by Even Stevens Investments, LLC and/or a future developer.

This Brownfield Plan anticipates the capture of school taxes. Thus, the cost for development of an Act 381 Work Plan including the fee to the appropriate agency is included in this Brownfield Plan. The cost incurred by the County Brownfield Redevelopment Authority for adoption of Brownfield Plan is also included.

Adoption of this Brownfield Plan may also allow the future purchaser/developer to pursue a Michigan Business Tax Brownfield Redevelopment Tax Credit for an appropriate future development on the site.

(b) A brief summary of the eligible activities that are proposed for each eligible property (Section 13(1)(b))

This plan is designed to secure reimbursement for eligible activities necessary to redevelop the site as a commercial or industrial space. These activities include asbestos abatement (\$180,000) building demolition (\$380,000), preparation of an Act 381 Work Plan (\$3,500 including the fee to MEGA) and costs incurred by the Authority in the adoption of this Plan (\$1,000).

(c) An estimate of the captured taxable value and tax increment revenues for each year of the plan from each parcel of eligible property. (Section 13(1)(c))

Future development of the site could result in commercial or industrial development that would be expected to be a \$2,000,000 to \$3,000,000 investment. Such an investment would be expected to create an additional \$1,600,000 in taxable value (Captured Taxable Value) for the three parcels in aggregate. The captured taxable value may be more or less depending upon construction costs, investment levels, and the value of personal property, which is included in this Plan. Refer to Tables 2 through 5.

(d) The method by which the costs of the plan will be financed, including a description of any advances made or anticipated to be made for the costs of the plan from the municipality. (Section 13(1)(d))

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Costs for the plan are being financed by the developer. The Authority will reimburse Even Stevens Investments, LLC or their assignee from the tax increment revenues for the eligible activities for which the developer has paid subject to the terms of the Brownfield Plan. Table 5 provides the estimated schedule for payback of developer costs and repayment to the County Brownfield Redevelopment Authority for their costs.

**(e) The maximum amount of note or bonded indebtedness to be incurred, if any.
(Section 13(1)(e))**

The Authority has no plans to incur indebtedness at this time, though such plans could be made in the future, if appropriate to support development of this site.

**(f) The duration of the Brownfield Plan, which shall not exceed the lesser of the
period authorized under subsections (4) and (5) or 30 years. (Section 13(1)(f))**

The Plan will remain in effect for as many years as is required to fully reimburse the developer for all eligible activities plus five full years to allow the County Brownfield Redevelopment Authority to capture tax increment revenues for the Local Site Remediation Revolving Fund, or thirty years, whichever is less. It is intended that tax increment capture will begin no later than 2013 with the assumption that the project will be complete and fully taxable at that time. The beginning date of the plan may shift depending on the completion date of the project. The tax tables included in this Plan assume that there will be sufficient tax revenues generated from future development to fully reimburse Even Stevens Investments, LLC by 2022. This timeline may need to be amended based on actual tax revenues generated in the future.

Table 1

Summary of Eligible Costs

Former Plastigage Site
2917 Wildwood Avenue
Jackson, Michigan

Eligible Activities	Estimated Cost
<u>BEA Activities</u>	
<u>Due Care Activities</u>	
<u>Additional Response Activities (Developer)</u>	
Act 381 Work Plan	\$ 3,500.00
Demolition of Buildings	\$ 380,000.00
Asbestos Abatement	\$ 180,000.00
TOTAL ELIGIBLE ACTIVITY COSTS	\$ 563,500.00
Financing Costs	\$ -
Administrative Costs of the County Authority (expenses related to adoption of Brownfield Plan)	\$ 1,000.00
TOTAL REIMBURSEMENT TO Developer	\$ 563,500.00
TOTAL REIMBURSEMENT TO County BRA	\$ 1,000.00
TOTAL REIMBURSEMENT TO LSRRF	\$ 352,995.82
TOTAL REIMBURSEMENT FROM CAPTURED TAX INCREMENT	\$ 917,495.82

Table 2

Estimate of Total Captured Incremental Taxes
(in Aggregate)

Former Plastigage Site
2917 Wildwood Avenue
Jackson, Michigan

Year	Annual Total Millage†	Initial Taxable Value (Real and Personal Property)	Tax Revenues from Initial Taxable Value	Estimated Future Taxable Value	Estimated Future Tax Revenues	Incremental Tax Revenues	Available for Capture
2013	42.9720	\$ 176,599.00	\$ 7,588.81	\$ 1,600,000.00	\$ 68,755.20	\$ 61,166.39	\$ 61,166.39
2014	42.9720	\$ 176,599.00	7,588.81	\$ 1,600,000.00	68,755.20	61,166.39	\$ 61,166.39
2015	42.9720	\$ 176,599.00	7,588.81	\$ 1,600,000.00	68,755.20	61,166.39	\$ 61,166.39
2016	42.9720	\$ 176,599.00	7,588.81	\$ 1,600,000.00	68,755.20	61,166.39	\$ 61,166.39
2017	42.9720	\$ 176,599.00	7,588.81	\$ 1,600,000.00	68,755.20	61,166.39	\$ 61,166.39
2018	42.9720	\$ 176,599.00	7,588.81	\$ 1,600,000.00	68,755.20	61,166.39	\$ 61,166.39
2019	42.9720	\$ 176,599.00	7,588.81	\$ 1,600,000.00	68,755.20	61,166.39	\$ 61,166.39
2020	42.9720	\$ 176,599.00	7,588.81	\$ 1,600,000.00	68,755.20	61,166.39	\$ 61,166.39
2021	42.9720	\$ 176,599.00	7,588.81	\$ 1,600,000.00	68,755.20	61,166.39	\$ 61,166.39
2022	42.9720	\$ 176,599.00	7,588.81	\$ 1,600,000.00	68,755.20	61,166.39	\$ 61,166.39
2023	42.9720	\$ 176,599.00	7,588.81	\$ 1,600,000.00	68,755.20	61,166.39	\$ 61,166.39
2024	42.9720	\$ 176,599.00	7,588.81	\$ 1,600,000.00	68,755.20	61,166.39	\$ 61,166.39
2025	42.9720	\$ 176,599.00	7,588.81	\$ 1,600,000.00	68,755.20	61,166.39	\$ 61,166.39
2026	42.9720	\$ 176,599.00	7,588.81	\$ 1,600,000.00	68,755.20	61,166.39	\$ 61,166.39
2027	42.9720	\$ 176,599.00	7,588.81	\$ 1,600,000.00	68,755.20	61,166.39	\$ 61,166.39
TOTAL							\$ 917,495.82

† - Does not include debt millages, based on millages from 2007

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- (g) An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the eligible property is located. (Section 13(1)(g))**

Refer to Tables 3, 4 and 5.

- (h) A legal description of each parcel of eligible property to which the plan applies, a map showing the location and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property and a statement of whether personal property is included as part of the eligible property. (Section 13(1)(h))**

The legal descriptions of the property and figures detailing the boundaries of the property are provided in Attachment A. It is presumed that future site development activities would include the consolidation of the three parcels into a single legal description with a single new tax identification number.

The known presence of contamination on site above residential cleanup criteria qualifies the site as a “facility,” as defined by Part 201 of NREPA (1994 PA 451) and thus, the site is an “eligible property.”

Personal property will be included as part of the eligible property.

- (i) Estimates of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced. (Section 13(1)(i))**

No residences exist on the property.

- (j) A plan for establishing priority for the relocation of persons displaced by implementation of the plan. (Section 13(1)(j))**

Not applicable.

- (k) Provision for the costs of relocating persons displaced by implementation of the plan. (Section 13(1)(k))**

Not applicable.

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(l) A strategy for compliance with 1972 PA 227, MCL 213.321 to 213.332. (Section 13(1)(l))

Not applicable.

(m) A description of proposed use of the local site remediation revolving fund. (Section 13(1)(m))

The Brownfield Redevelopment Authority's Local Site Remediation Revolving Fund (LSRRF) will not be used for this project. However, the County Brownfield Redevelopment Authority intends to capture five full years of the tax increment and place those funds in the LSRRF.

(n) Other material that the authority or governing body considers pertinent. (Section 13(1)(n))

Not applicable.

Table 3

Estimate of Annual Captured Incremental Taxes for Each Affected Taxing Jurisdiction

Former Plastigage Site
2917 Wildwood Avenue
Jackson, Michigan

Former Plastigage Site (Three parcels in aggregate)

SUMMER TAXES*											
Taxing Jurisdiction		School Oper**	JP Debt 99	JP Debt 04	Western Debt	Comm Coll	Jackson ISD	SET	County	JP Oper Pubrec	Total
Millage		18	0.75	1.5	7	1.1446	4.0482	6	5.1187	0.2	43.7615
Initial Taxable Value	\$ 176,599.00	\$ 3,178.78				\$ 202.14	\$ 714.91	\$ 1,059.59	\$ 903.96	\$ 35.32	\$ 6,094.70
Future Taxable Value	\$ 1,600,000.00	\$ 28,800.00				\$ 1,831.36	\$ 6,477.12	\$ 9,600.00	\$ 8,189.92	\$ 320.00	\$ 55,218.40
Captured Taxable Value	\$ 1,423,401.00	\$ 25,621.22				\$ 1,629.22	\$ 5,762.21	\$ 8,540.41	\$ 7,285.96	\$ 284.68	\$ 49,123.70

WINTER TAXES*									
Taxing Jurisdiction		Jail	Senior Svcs	Med Care	Library	Blackman	Blackman P/S	Jackson ISD	Total
Millage		0.4851	0.2473	0.1398	0.8593	0.8313	1.8496	4.0481	8.4605
Initial Taxable Value	\$ 176,599.00	\$ 85.67	\$ 43.67	\$ 24.69	\$ 151.75	\$ 146.81	\$ 326.64	\$ 714.89	\$ 1,494.12
Future Taxable Value	\$ 1,600,000.00	\$ 776.16	\$ 395.68	\$ 223.68	\$ 1,374.88	\$ 1,330.08	\$ 2,959.36	\$ 6,476.96	\$ 13,536.80
Captured Taxable Value	\$ 1,423,401.00	\$ 690.49	\$ 352.01	\$ 198.99	\$ 1,223.13	\$ 1,183.27	\$ 2,632.72	\$ 5,762.07	\$ 12,042.68

Does not include debt millages

*Based on millages from 2007 taxes

** Property is in two school districts (Jackson Public and Western)

Total Millages	52.2220
Total Non-Debt Millages	42.9720
Future Tax Liability	\$ 68,755.20
Total Annual Capturable Tax	\$ 61,166.39

Table 4

Captured Taxable Value and Tax Increment Revenue by Year and Aggregate for Each Taxing Jurisdiction

Former Plastigage Site
2917 Wildwood Avenue
Jackson, Michigan

Former Plastigage Site (Three parcels in aggregate)

Year	Captured Taxable Value*	School Oper**	JP Debt 99	JP Debt 04	Western Debt	Comm Coll	Jackson ISD	SET	County	JP Oper Pubrec	Jail	Senior Svcs	Med Care	Library	Blackman Twsp	Blackman P/S	Jackson ISD	Total
		18	0.75	1.5	7	1.1446	4.0482		5.1187	0.2	0.4851	0.2473	0.1398	0.8593	0.8313	1.8496	4.0481	52.222
2013	\$ 1,423,401.00	25,621.22				1,629.22	5,762.21	8,540.41	7,285.96	284.68	690.49	352.01	198.99	1,223.13	1,183.27	2,632.72	5,762.07	61,166.39
2014	\$ 1,423,401.00	25,621.22				1,629.22	5,762.21	8,540.41	7,285.96	284.68	690.49	352.01	198.99	1,223.13	1,183.27	2,632.72	5,762.07	61,166.39
2015	\$ 1,423,401.00	25,621.22				1,629.22	5,762.21	8,540.41	7,285.96	284.68	690.49	352.01	198.99	1,223.13	1,183.27	2,632.72	5,762.07	61,166.39
2016	\$ 1,423,401.00	25,621.22				1,629.22	5,762.21	8,540.41	7,285.96	284.68	690.49	352.01	198.99	1,223.13	1,183.27	2,632.72	5,762.07	61,166.39
2017	\$ 1,423,401.00	25,621.22				1,629.22	5,762.21	8,540.41	7,285.96	284.68	690.49	352.01	198.99	1,223.13	1,183.27	2,632.72	5,762.07	61,166.39
2018	\$ 1,423,401.00	25,621.22				1,629.22	5,762.21	8,540.41	7,285.96	284.68	690.49	352.01	198.99	1,223.13	1,183.27	2,632.72	5,762.07	61,166.39
2019	\$ 1,423,401.00	25,621.22				1,629.22	5,762.21	8,540.41	7,285.96	284.68	690.49	352.01	198.99	1,223.13	1,183.27	2,632.72	5,762.07	61,166.39
2020	\$ 1,423,401.00	25,621.22				1,629.22	5,762.21	8,540.41	7,285.96	284.68	690.49	352.01	198.99	1,223.13	1,183.27	2,632.72	5,762.07	61,166.39
2021	\$ 1,423,401.00	25,621.22				1,629.22	5,762.21	8,540.41	7,285.96	284.68	690.49	352.01	198.99	1,223.13	1,183.27	2,632.72	5,762.07	61,166.39
2022	\$ 1,423,401.00	25,621.22				1,629.22	5,762.21	8,540.41	7,285.96	284.68	690.49	352.01	198.99	1,223.13	1,183.27	2,632.72	5,762.07	61,166.39
2023	\$ 1,423,401.00	25,621.22				1,629.22	5,762.21	8,540.41	7,285.96	284.68	690.49	352.01	198.99	1,223.13	1,183.27	2,632.72	5,762.07	61,166.39
2024	\$ 1,423,401.00	25,621.22				1,629.22	5,762.21	8,540.41	7,285.96	284.68	690.49	352.01	198.99	1,223.13	1,183.27	2,632.72	5,762.07	61,166.39
2025	\$ 1,423,401.00	25,621.22				1,629.22	5,762.21	8,540.41	7,285.96	284.68	690.49	352.01	198.99	1,223.13	1,183.27	2,632.72	5,762.07	61,166.39
2026	\$ 1,423,401.00	25,621.22				1,629.22	5,762.21	8,540.41	7,285.96	284.68	690.49	352.01	198.99	1,223.13	1,183.27	2,632.72	5,762.07	61,166.39
2027	\$ 1,423,401.00	25,621.22				1,629.22	5,762.21	8,540.41	7,285.96	284.68	690.49	352.01	198.99	1,223.13	1,183.27	2,632.72	5,762.07	61,166.39
TOTAL CAPTURED TAXES	\$ 384,318.27		\$ -	\$ -	\$ -	\$ 24,438.37	\$ 86,433.18	\$ 128,106.09	\$ 109,289.44	\$ 4,270.20	\$ 10,357.38	\$ 5,280.11	\$ 2,984.87	\$ 18,346.93	\$ 17,749.10	\$ 39,490.84	\$ 86,431.04	\$ 917,495.82

* Both parcels in aggregate

Table 5

Reimbursement Schedule
Former Plastigage Site
2917 Wildwood Avenue
Jackson, Michigan

Former Plastigage Site (Three parcels in aggregate)

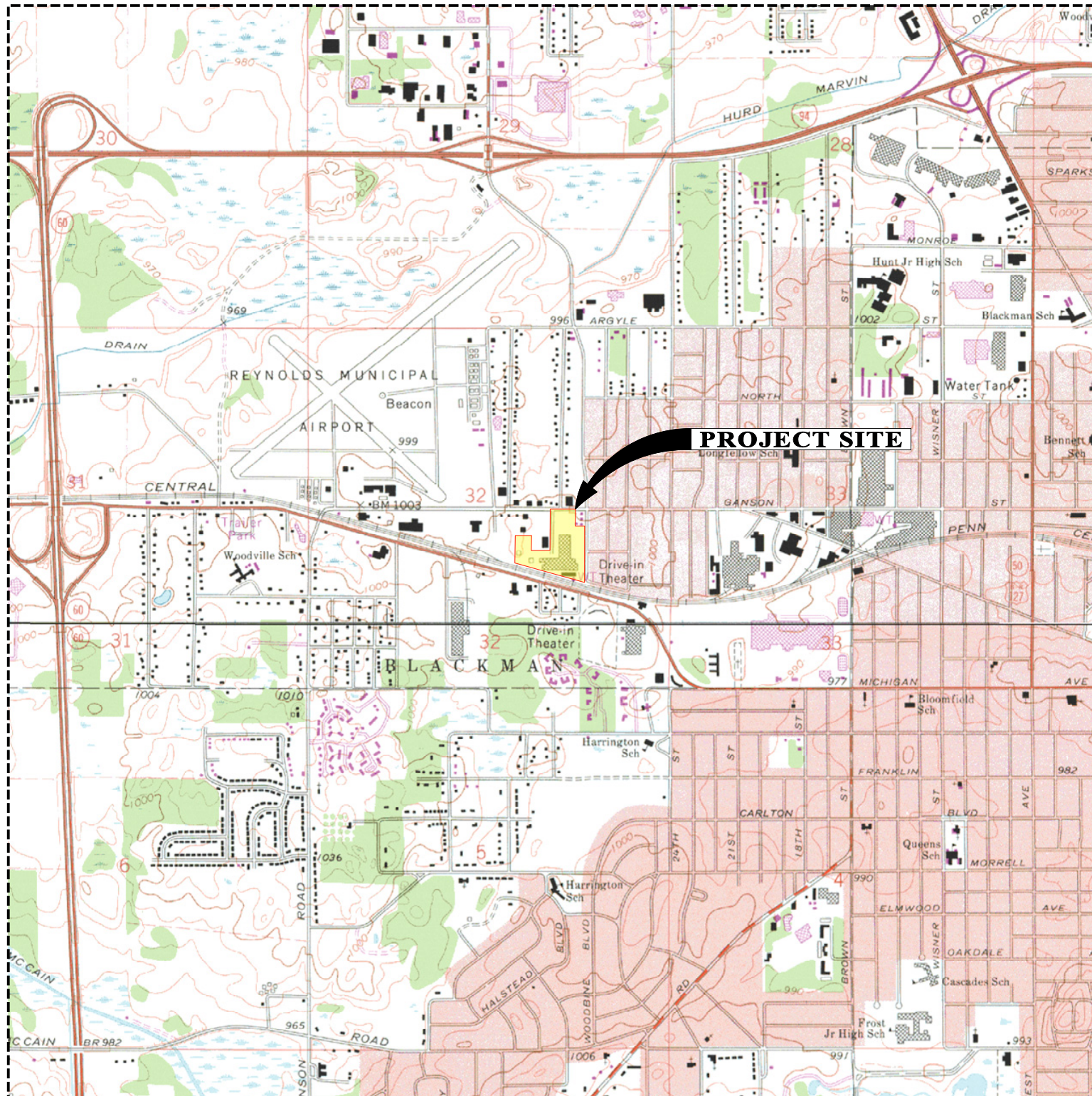
Year	Incremental Taxes Captured	Reimbursement to Even Stevens Investments		Reimbursement to County BRA	LSRRF Capture
		Annual	Aggregate		
2013	61,166.39	61,166.39	\$ 61,166.39		
2014	61,166.39	61,166.39	\$ 122,332.78		
2015	61,166.39	61,166.39	\$ 183,499.16		
2016	61,166.39	61,166.39	\$ 244,665.55		
2017	61,166.39	61,166.39	\$ 305,831.94		
2018	61,166.39	61,166.39	\$ 366,998.33		
2019	61,166.39	61,166.39	\$ 428,164.71		
2020	61,166.39	61,166.39	\$ 489,331.10		
2021	61,166.39	61,166.39	\$ 550,497.49		
2022	61,166.39	13,002.51	\$ 563,500.00	1,000.00	\$ 47,163.88
2023	61,166.39				\$ 61,166.39
2024	61,166.39				\$ 61,166.39
2025	61,166.39				\$ 61,166.39
2026	61,166.39				\$ 61,166.39
2027	61,166.39				\$ 61,166.39
Totals		563,500.00		1,000.00	352,995.82

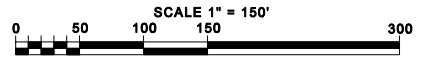
**ENVIROLOGIC
TECHNOLOGIES, INC.**

ATTACHMENT A

FIGURES

**Location Map: USGS Topographic Map
Site Plans**





NOTE: AERIAL PHOTOGRAPHY: AERIAL PHOTOGRAPH OBTAINED FROM JACKSON COUNTY GIS WEB SITE. DATE OF PHOTOGRAPHY NOT STATED.

NOTE: THIS IS NOT A PROPERTY BOUNDARY SURVEY, PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

FORMER PLASTIGAGE SITE

2917 WILDWOOD AVENUE
JACKSON, MICHIGAN

**ENVIROLOGIC
TECHNOLOGIES, INC.**

2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048
PH: (269) 342-1100 FAX: (269) 342-4945

PROJECT NO.
070013
FIGURE No.



LEGEND

● GEOPROBE® SOIL BORING LOCATION



SCALE 1" = 150'
0 50 100 150 300

NOTE: AERIAL PHOTOGRAPHY: AERIAL PHOTOGRAPH OBTAINED FROM JACKSON COUNTY GIS WEB SITE. DATE OF PHOTOGRAPHY NOT STATED.

NOTE: THIS IS NOT A PROPERTY BOUNDARY SURVEY, PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

FORMER PLASTIGAGE SITE
2917 WILDWOOD AVENUE
JACKSON, MICHIGAN

SITE PLAN

ENVIROLOGIC TECHNOLOGIES, INC.
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048
PH: (269) 342-1100 FAX: (269) 342-4945

PROJECT NO.
070013
FIGURE No.

2

**ENVIROLOGIC
TECHNOLOGIES, INC.**

ATTACHMENT B

NOTICE OF PUBLIC HEARING

**ENVIROLOGIC
TECHNOLOGIES, INC.**

ATTACHMENT C

NOTICE TO TAXING JURISDICTIONS

**ENVIROLOGIC
TECHNOLOGIES, INC.**

ATTACHMENT D

RESOLUTION APPROVING A BROWNFIELD PLAN

NOTICE OF PUBLIC HEARING

**THE BROWNFIELD REDEVELOPMENT AUTHORITY
OF JACKSON COUNTY**

**REGARDING INCLUSION INTO THE COUNTY'S BROWNFIELD PLAN
OF THE FORMER PLASTIGAGE SITE
LOCATED AT 2917 WILDWOOD AVENUE WITHIN
BLACKMAN CHARTER TOWNSHIP, IN THE
COUNTY OF JACKSON, MICHIGAN**

TO ALL INTERESTED PERSONS IN THE COUNTY OF JACKSON

PLEASE TAKE NOTICE that the County Commissioners of the County of Jackson, Michigan, will hold a Public Hearing on Tuesday, the 22nd day of July, 2008, at approximately 7:15 p.m., Eastern Daylight time in the Commissioners Chambers within the County Tower Building, 120 W. Michigan Avenue, Jackson, Michigan, to receive public comment on an amendment to the County's Brownfield Redevelopment Plan to include therein portions of the former Plastigage property site. The parcels are legally described as:

Parcel ID 000-08-32-401-008-01

BEG AT E 1/4 POST OF SEC 32 TH S 89 DEG 41'28"W 1407.08 FT TO A PT FOR PLOF BEG OF THIS DESCN TH CONTINUING S 89 DEG 41'28"W 367.5 FT TH S 601.81 FT TH S 88 DEG 46'26"W 274.86 FT TH N 00 DEG 38'55"E 219.24 FT TH S 89 DEG 41' 35"W 237.19 FT TH S 0 DEG 31'59"W 402.89 FT TO NLY R/W LN OF CONRAIL RR TH S 74 DEG 57'25"E ALG SD R/W TO A PT S 0 DEG 04'36"W (RECORDED S 0 DEG 53'W) FROM BEG TH N 0 DEG 04'36"E (RECORDED N 0 DEG 53'E) TO BEG. SEC 32 T2S R1W.

Parcel ID 000-08-32-401-009-01

BEG AT THE SE COR OF LOT 135 WILDWOOD TERRACE, A RECORDED PLAT, TH S 89 DEG 41'28"W 30 FT (N 89 DEG 25'W RECORD) TO A PT FOR PL OF BEG OF THIS DESCN TH S PAR TO W LN OF LAURENCE AVE 250 FT TH N 89 DEG 25'W 40 FT TH N PAR TO W LN OF LAURENCE AVE 250 FT TH S 89 DEG 25'E 40 FT TO BEG. SEC 32 T2S R1W.

Parcel ID 000-08-32-401-010-01

BEG AT SW COR OF LOT 135 WILDWOOD TERRACE, A RECORDED PLAT, TH S 89 DEG 25'E 67.6 FT TH S 0 DEG 53'W 250 FT TH S 89 DEG 25'E 40 FT TH S 0 DEG 35'W 565.35 FT TO NLY R/W LN OF MCRR TH N 73 DEG 20'W ALG SD R/W LN TO A PT BEARING S 0 DEG 53'W FROM PL OF BEG TH N 0 DEG 53'E 786 FT TO BEG. SEC 32 T2S R1W.

The property consists of three parcels of land occupying approximately 14.16 acres, more or less and is commonly described as 2917 Wildwood Avenue, Jackson, Michigan 49202.

The Brownfield Plan, which includes a site map, is available for public inspection at the County Brownfield Redevelopment Authority office, located at One Jackson Square, 11th Floor, Jackson, Michigan. All aspects of the plan are open for discussion at the public hearing.

FURTHER INFORMATION may be obtained from the Brownfield Redevelopment Authority of Jackson County at (517) 788-4455. THIS NOTICE is given by order of the County Board of the County of Jackson, Michigan.

Amanda L. Riska, Clerk
County of Jackson



Jackson County ADMINISTRATOR/CONTROLLER

Randall W. Treacher, Administrator/Controller

July 14, 2008

TO: Jackson County Commissioners

FROM: Randy Treacher

RE: Take Home Vehicles

Per your request, I have gathered information regarding the remaining take home vehicles in the County fleet. There are only four vehicles remaining that are taken home. During the last year, all four vehicles were driven a total of approximately 42,000 miles. I calculate the fixed costs to be just under \$10,000 but this does not include any routine or necessary maintenance.

The mileage for each vehicle as of June 30, 2008 is:

2006 – 43,730

2002 – 95,161

1998 – 115,909

2000 – 118,331

I note this because the age and mileage on at least two of them puts them near the end of their use even for the County. If they were to be replaced, obviously those costs would also need to be considered. I trust this provides you with the information you wished.

PROGRESS REPORT OF AD HOC COMMITTEE TO REVIEW THE RESOURCES OF THE SHERIFF'S DEPARTMENT

COMMITTEE FORMATION AND CHARGE:

At the January 15, 2008 meeting of the Jackson County Board of Commissioners, this ad hoc committee was formed. It consists of 3 commissioners (Lutchka, Poleski, Way), 1 representative from the Sheriff's Department, 1 representative township supervisor (Surbrook), and the Administrator/Controller. In addition, a representative from the City of Jackson was invited, and Mayor Ludwig is that representative. The purpose of the committee is to look at the possible consolidation of services under the Sheriff's Department and to look at all of the resources that department has at this time, as well as cutting costs.

COMMITTEE MEETINGS AND ATTENDEES:

The committee has met three times. In addition to the committee members, the meetings have been attended by Sheriff Heyns, Undersheriff Finco, Chief Heins and Lt. Holda of the Jackson City Police, and by City Manager Bill Ross.

ISSUES IDENTIFIED:

The following issues have been identified by the committee:

- 1) The location of Central Dispatch
 - a) Its exposure to water damage within the Courthouse building.
 - b) The depressing working condition of being in a basement.
 - c) The close proximity to the secondary site at City Police HQ.
- 2) The space constraints of the Sheriff's Wesley Street offices.
- 3) The location and management of Animal Control.
- 4) Sheriff's budget
 - a) can proposed facilities adjustments, and other efforts, result in savings to the County?

During the discussions with command officers of the City Police, the crowded condition of its offices has also been noted.

REPORT ON PROGRESS:

Sheriff's Budget:

The Committee has discussed, in very general terms, some ideas that may result in savings to the Sheriff's budget, which is the largest in the County. The gathering of ideas continues.

The Committee is not prepared to make recommendations at this time.

Animal Control management:

The Committee appears satisfied with the current location of Animal Control on Spring Arbor Road. There has been appreciation for the Sheriff's management of Animal Control during his short time as its steward. The County Commission is expecting a longer-term recommendation by year-end.

**PROGRESS REPORT OF AD HOC COMMITTEE
TO REVIEW THE RESOURCES OF THE SHERIFF'S DEPARTMENT**

The Committee is not prepared to make recommendations concerning the future of Animal Control at this time.

Law Enforcement Facilities:

It is the Committee's view that appropriate additional space to house Central Dispatch and to relieve crowding at the Sheriff's Wesley Street offices does not currently exist.

During the Committee's conversations about the Sheriff's facilities, an expanded view of local needs was discussed. Given the Sheriff's need for more and improved space in his facilities, and the crowded condition of the City Police headquarters, the concept of a new and combined "co-location" was considered. Such a co-location would house the Sheriff's offices, Central Dispatch, and the City Police offices. If desired, other related public safety offices could be included.

This concept could yield significant efficiencies to the respective governments, and improved service to the public. Obviously, the appropriate location, layout, and funding of such a facility have yet to be determined.

Request for approval to continue discussions toward co-location:

The Committee would like to continue discussions toward a co-location, but would only take on such an expanded task if it appears the affected governments agree to the concept.

We ask that the County Commission act to expand the charge of this Committee to include consideration of a co-location.

We ask that the Jackson City Council act to approve the concept of discussion of a co-location and add an additional City Councilman to the Committee.

Respectfully Submitted,

Ad Hoc Committee to Review Resources of the Sheriff's Department

Historical Investment Returns - MERS & Jackson County Employees R

YEAR	MERS Rate of Return (%)	Jackson County Rate of Return (%)
2007	8.57	9.19
2006	13.61	11.97
2005	6.78	6.34
2004	14.91	3.54
2003	24.70	0.45
2002	-8.34	-1.24
2001	-1.92	5.21
2000	-2.76	9.99
1999	16.99	15.02
1998	14.18	17.75
1997	14.44	16.04
1996	12.69	14.11
1995	23.95	12.16
Total	137.80	120.53

NOTES: Jackson County uses a "smoothing" method to calculate investment returns over a four year period. MERS rates are actual for each year. Both are gross of fees. The Total is not weighted to balance differences in the annual rate of return calculation methods.

Administrative & Investment Cost Comparison - MERS & Jackson County Em

YEAR	MERS in \$	Jackson County in \$
2007	\$845,423	\$943,442
2006	\$733,336	\$832,211
2005	\$728,912	\$788,752
Total	\$2,307,671	\$2,564,405

etirement System

mployees Retirement System

Motion: Move that any county-wide Elected Official, who was elected or appointed on or after January 1, 2009, would need to attain the following continuous service credit to be eligible for health insurance coverage in retirement.

0-15 years	0%
16 years	75%
17 years	80%
18 years	85%
19 years	90%
20 years	95%

This motion would not apply to any person who currently receives these benefits and is elected or appointed to a county-wide position on or after January 1, 2009.

COUNTY OF JACKSON POLICY MANUAL

PERSONNEL

Policy No.
3330

IDENTIFICATION BADGES

Policy Statement

The County of Jackson provides all Elected Officials and employees with a Photo Identification Badge. This badge is encoded with the employee identification number and is to be worn only by the authorized employee.

Procedures

1. All Elected Officials and employees will have a Photo Identification Badge prepared upon employment by the County of Jackson.
2. Special badges will be issued to departments for temporary, seasonal, and casual employees.
3. Identification Badges are to be worn where they are clearly visible and with the face showing at all times while the employee is on duty. Requests for exemptions, by classification, must be made in writing to the Administrator/Controller by the Department Head. Administrator/Controller approved exemptions will be maintained on file in the Human Resources Department.
4. The employee is not allowed to attach any pins, stickers, or other ornaments to the badge. Badges that are defaced or mutilated will need replacement and the **current established** replacement fee will be charged. Employees losing or damaging their card must have another made at **the current replacement cost, if applicable.** ~~a charge of \$5.00.~~ If the replacement is necessary because of ordinary wear and tear, or due to a transfer or promotion, no fee will be charged.
5. Failure to wear the Badge may subject the employee to progressive discipline.
6. Employees losing their Badge must report the loss immediately to the Human Resources Department.
7. The Human Resources Department will contact those staff members requiring an Identification Badge resulting from a transfer or promotion.
8. Identification Badges remain the property of the County of Jackson and must be turned in to the Human Resources Department during an extended leave of absence, disciplinary suspension, and at the time of termination prior to receiving the final paycheck.
9. Employees are to use their own Badge. Employees that use another person's Badge may be subject to disciplinary action.

COUNTY OF JACKSON POLICY MANUAL

PURCHASING *(Draft)*

**Policy No.
2020**

PURCHASING PROCEDURES*

\$0-\$2,500:

Purchases of budgeted supplies, services, and equipment anticipated to be \$0-\$2,500 shall be secured through open market solicitation and, if practical, be based upon at least three (3) informal quotes (i.e., telephone, internet, catalog, etc.) and awarded to the lowest responsive and responsible bidder.

\$2,501-\$10,000:

Purchases of budgeted supplies, services, and equipment anticipated to be \$2,501-\$10,000 shall be secured through a formal purchase order approved by the Department Head and shall require three (3) informal quotes. Once the quotes have been analyzed in writing, the contract will be awarded to the lowest responsive and responsible bidder.

\$10,001-\$50,000:

Purchases of budgeted services, supplies, and equipment anticipated to be \$10,001-\$50,000 shall be secured through a formal purchase order approved by the Department Head and Deputy County Administrator and shall require three (3) written quotations. Once the quotes have been analyzed, the recommended bid award will be submitted to the appropriate Standing Committee for consideration. The contract will be awarded to the lowest responsive and responsible bidder. The Deputy Administrator may determine if a formal written contract is required as part of the purchase.

\$50,001 and Above

On purchases of budgeted supplies, services, and equipment anticipated to be in excess of \$50,001 shall be secured through a formal purchase order approved by the Department Head and Administrator/Controller. Bid specifications are to be developed and an advertisement shall be placed in the local newspaper and may be placed in other appropriate publications. Sealed bids will be required and will be publicly opened at a specified date, time and location (See Sealed Bid Procedures.) A five percent (5%) bid bond or a certified check of a sum no less than five percent (5%) of the bid sum, which shall be returned upon signing of the contract, shall be required. Once the quotes have been analyzed in writing, the recommended bid award will be submitted to the full Board of Commissioners for consideration. The bid award will be granted to the lowest responsive and responsible bidder. The Administrator/Controller may determine if a formal written contract is required as part of the purchase.

*Note: For Professional Services see Policy 2030.

Purchasing Programs

Each Department shall establish all necessary options for equipment. The State of Michigan's Extended Purchasing Program and/or other state-wide purchasing programs shall be used as a formal or informal quote depending on the amount of the purchase.

Applicability

This policy shall be applicable to all Departments, Boards, and Commissions of the County of Jackson except for the following:

- a. Jackson County Road Commission
- b. Drain Commissioner for projects performed under Act 40 (Drain Code) and Act 146 (Lake Level).
- c. Jackson County Economic Development Corporation
- d. Jackson County Brownfield Redevelopment Authority
- e. Jackson County Fair
- f. Board of Public Workers projects performed under P.A. 185 and P.A. 342

It is expected that the above mentioned exceptions to this policy will have adopted their own Purchasing Procedures policy. Copies of said policies are to be filed with the office of the Administrator/Controller.

COUNTY OF JACKSON POLICY MANUAL

INFORMATION TECHNOLOGY POLICIES

Draft

Policy No. 6070

Network Password Policy

In order to protect the integrity, security, and confidentiality of the County Systems and Data, all employees shall adhere to specific guidelines and restrictions regarding personal access passwords and log-in/log-off procedures.

Network Password Creation and User

1. All employees will be assigned a unique user ID and password before obtaining access to the Jackson County Information Systems.
2. IT will assign a temporary password for new users that is to be changed by the employee immediately upon first logon to the system.
3. Employees will create passwords using the following rules:
 - * Passwords will be a minimum of eight characters.
 - * Passwords will contain a combination of at least one digit from each of the following character sets:
 - a. Upper case Character (A..Z)
 - b. Lower case Character (a..z)
 - c. A digit (0..9)
 - * Passwords will be unique from prior passwords used by the employee
 - * Employees will not use personal or family information, such as family member's names, birth dates, or pet's names as passwords
4. Employees will not post passwords or have them written in conspicuous places.
5. Employees will not give their password to **ANYONE** unless authorized to do so by their Department Head or designee.
6. Employees will be required to change their password every on a quarterly basis.
7. IFAS passwords are assigned and maintained by IT. Changes can be requested.

Log-in/Log-off

1. Employees will log in only during their authorized work schedule or other times approved by a supervisor.
2. Employees will not log in using another's password nor permit anyone else to log in with the employee's password unless authorized by the Department Head or designee.
3. Employees will log off or lock their PC at lunch, during extended periods away from their workstation, and when leaving the workstation for the day. (If employees leave their workstation unattended without exiting applications or without logging off the network, the network and data are vulnerable to loss or security breach).

4. Employees will have a maximum of six tries to log on. After six tries, they must contact IT for assistance in logging on.

Employees who fail to comply with the provisions of this policy may be subject to disciplinary action up to and including possible employment termination.