

DRAFT
Agenda
Tuscola County Board of Commissioners
Committee of the Whole
Thursday, August 13, 2009 – 8:00 A.M.
Annex Board Room (207 E. Grant Caro, Mi.)

Non-Committee

Finance

Committee Leaders-Commissioner Bardwell and Peterson

Primary Finance Items

1. **Potential Changes in Dog License Issue Periods (See A)**
2. **TNU Grant Funded Position Request (See B)**
3. **August 2009 Budget Amendments (See C)**
4. **ATM for Courthouse**
5. **BCBSM Administrative Contract Claim**
6. **MMRMA Training Seminar (See D)**
7. **Medical Examiner Toxicology Contract (See E)**

Secondary/On-Going Finance Items

1. Treasurer Bank Statement Reconciliation (Balanced through June)
2. ACS Contract Potential Changes – Corporate Council Language Needed
3. Enterprise Facilitation Fiduciary Change from County Official
4. Auditor/Recording of Minutes
5. Policy Regarding Recording and Publishing of Meetings
6. County Financial Planning Task Force – Next Steps * ***Need to Make Priority of the Board and Others***
7. Format and Procedure for 2010 County Budget Development
8. Review of the Policy Regarding Seeking Legal Opinions and Assistance
9. East Central Michigan Planning and Development Region 2009/2010 Work Program and Budget (**See F**)
10. Update Regarding Broadband Application
11. MERS Annual Meeting

Personnel

Committee Leader-Commissioners Roggenbuck and Bardwell

Primary Personnel Items

1. **Sheriff Exercise Room Waiver Release (See G)**
2. **Circuit/Family Court Health Care Savings Program**
3. **RFP for Labor/Personnel Legal Services**
4. **County Organizational Chart**

Secondary/On-Going Personnel Items

1. Incorporate County Personnel Policies and Other key Personnel Information on the County Web Site
2. Next Department Head Meeting – August 25, 2009 – 11:00 A.M.
3. Employee Recognition
4. Open Meetings Act Discussion for Boards and Commissions – Corporate Council and County Prosecutor
5. Mosquito Abatement Committee – Policy Review
6. Electronic Time Recording System – Cost Evaluation
7. Farmland Preservation Committee
8. Expanded Local Official Email List
9. Potential of Town Hall Meetings
10. Speakers Bureau
11. Disciplinary Action for Employees
12. Potential to use Visual Explorer
13. Thumb Area Workforce Investment Development Board
14. Staff Evaluation and Performance Evaluations
15. Job Descriptions

Building and Grounds

Committee Leader-Commissioners Petzold and Kern

Primary Building and Grounds Items

1. **Contractual Information Regarding County Use of Village of Caro Property for Recycling (See H)**
2. **Recycling Storage Building**
3. **Energy Meeting with Kathy Tenwald ECOMPDR Regarding Energy Efficiency Grants (See I)**
4. **Meeting with New Era Energy**
5. **Request to Use Courthouse Lawn (See J)**

Secondary/On-Going Building and Grounds Items

1. Update Emergency Services Plan for County Operations
2. Snowmobile Trail Development Request for use of Road Right-of-Way
3. Human Services Building Remodeling Update
4. Vanderbilt Park Operational Cost Sharing Request with Wisner Township
5. Sheriff Auction – September 26, 2009
6. Follow-Up Work for NACO Energy Star Program
7. FOC Potential Relocation to the Courthouse

Correspondence/Other Business as Necessary

1. 2009 Work Program Update
2. August 24, 2009 Wind Energy Meeting - Attending

3. National Flood Insurance Program
4. Airport Zoning Ordinance Development – Timeline Layout
5. Inmate Trust Account
6. Other County Resolutions
7. Economic Development
 - SBCI – Great Lakes Restoration Initiative Grant Funds, **Set Meeting Date with Bay County Executive**
 - County EDC Strategic Planning and CAT Integration – Next Steps
 - County Web Site – Business Development Reference
 - Enterprise Facilitation Update – **Next Meeting August 25, 2009** – Cass City Municipal Building
 - Revolving Loan Fund – Federal financial Assistance Request – Need to Prepare Follow-Up Letter to Representative Kildee
 - Economic Gardening
 - RBEG 3rd Year Application
 - ECMPDR Coastal Zone Management Grant
 - ECMPDR Wind Energy Grant and Planning Structure
 - Regional Tourism
 - American Recovery and Reinvestment Act - Federal Stimulus Funds

Public Comment Period

Closed Session – If Necessary

Other Business as Necessary

Statutory Finance Committee

1. Claims Review and Approval

**Party will be in attendance to discuss agenda item.

Note: Except for the Statutory Finance Committee, committee meetings of the whole are advisory only. Any decision made at an advisory committee is only a recommendation and must be approved by a formal meeting of the Board of Commissioners.

Note: If you need accommodations to attend this meeting please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two days in advance of the meeting.

Note: This is a draft agenda and subject to change. Items may be added the day of the meeting or covered under other business at the meeting.

Mike Hoagland

From: Pat Donovan [PDonovan@TuscolaCounty.org]
Sent: Tuesday, August 11, 2009 4:06 PM
To: MHoagland@TuscolaCounty.org
Subject: DOG LICENSES



MIKE,

I WOULD LIKE TO BE PUT ON THE AGENDA TO TALK TO THE BOARD ABOUT DOG LICENSING, I WOULD LIKE TO HAVE WALT FROM LAPEER COUNTY ANIMAL SHELTER COME FOR THE MEETING AS WE WOULD WANT TO GO TO THE SAME SYSTEM THAT LAPEER COUNTY HAS. THEY HAVE A 3 YEAR LICENSING PROGRAM. THIS WOULD HELP OUR OFFICE CUT DOWN ON THE LINES FOR LICENSES AT THE FEBRUARY 28TH DEADLINE.

PAT



Tuscola County Sheriff's Office

420 Court Street • Caro, MI 48723

Lee Teschendorf, Sheriff
Glen Skrent, Undersheriff

Phone (989) 673-8161

Fax (989) 673-8164

08/12/2009

Tuscola County Board of Commissioners
Mr. Michael Hoagland, County Controller

The Thumb Narcotics Unit has been awarded a JAG Grant in the amount of \$ 400,000.00 to help support area drug enforcement efforts over the next three years. Michigan State Police Lt. Mark Opra, the unit director, has offered a portion of the funding to Tuscola County and the Tuscola County Sheriff's Office for the purpose of assigning a deputy sheriff to the drug team for those three years.

He has advised me that the county funding share will be in the amount of \$ 174,000.00.

I have estimated the cost of a senior deputy with fringe benefits to be \$ 64,799.42 per year for a total of \$ 194,398.26 for the three years.

This results in a difference of \$ 20,398.26 which would be spread over the period making the necessary county supplement approximately \$ 6,799.54 annually.

I realize in these difficult economic times asking for additional funding from the county might seem irresponsible but this opportunity to participate in the program would be a bargain and certainly an asset to the citizens of the county.

Lt. Opra and myself will be available to answer any questions that you might have regarding this funding opportunity so feel free to contact us at any time.

Sincerely,

Leland Teschendorf, Sheriff



BUDGET AMENDMENTS FOR AUGUST 2009

General Fund

Marine Safety Program Federal Funding for 2009

Reduce Revenue and Expense by \$1,238

Grant agreement was final on 4-9-09 at \$21,825 the original budget was for \$23,063



**2009 MARINE SAFETY PROGRAM (FEDERAL FUNDING)
GRANT AGREEMENT**

Required by 1994 PA 451, as amended, and 1972 PA 227.

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and TUSCOLA COUNTY ("GRANTEE").

1. The GRANTEE has been approved by the DEPARTMENT to receive Marine Safety program funding for the following scope of work.

Salaries, Wages and Benefits for:

- ❖ Marine Safety Law Enforcement and Related Activities;
- ❖ Instruction of Boating Safety Courses;
- ❖ Inspection of Boat Liveries;
- ❖ Attendance at Authorized Marine Safety Training (attendance at the Department's Annual Administrators' Workshop and the Michigan Sheriffs' Association's New Marine Officers Training are pre-authorized).

Operating Expenses for the Scope Items Listed Above, including:

- ❖ Purchase of fuel, oil, and parts for patrol vehicles, watercraft, and trailers;
- ❖ Travel expenses;
- ❖ Uniforms, personal flotation devices, boat shoes, etc.;
- ❖ Leasing of vehicles, dockage, storage, eligible office space;
- ❖ Boat repair, replacement and/or servicing of boat outfitting equipment.
- ❖ Specific items approved for reimbursement include:

2. The percentage of the GRANTEE'S total budget devoted to operating expenses shall not exceed thirty percent (30%).
3. Federal funding from the award Recreational Boating Safety 16.01.26 is provided to state agencies under the authority of 46 U.S.C. 13103(a)(2) and (3). The State of Michigan has received a federal funding apportionment for fiscal year 2009 through the United States Coast Guard, Department of Homeland Security. From this federal funding the amount shown below is provided to the GRANTEE by the DEPARTMENT for the purpose of supporting the GRANTEE'S Marine Safety program. Reference the "Department of Homeland Security, United States Coast Guard, Boating Safety Financial Assistance CFDA 97.012, and passed through by Department of Natural Resources" on your single audit reports and other financial statements as required. Single audit reports are to be provided to the Office of Internal Audit, Michigan Department of Natural Resources, P.O. Box 30028, Lansing, Michigan 48909.
4. The DEPARTMENT agrees to reimburse the GRANTEE a sum of money equal to 100% of the total eligible costs toward completing the scope of work listed above, but not to exceed Twenty-One Thousand Eight Hundred Twenty-Five (\$21,825.00) dollars.

There is no local match required for this reimbursement.

The Agreement period is January 1, 2009 through September 30, 2009. ۞

5. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted to the Grants Specialist, Grants Management, Michigan Department of Natural Resources, PO Box 30425, Lansing, MI 48909-7925.

The GRANTEE'S contact person for this project is:

Name: Glen Skrent Title: Undersheriff

Mailing Address: 420 Court Street, Caro, MI 48723

Phone Number: 989-673-8161 Fax Number: 989-673-8164

E-mail: undersheriff@tuscolacounty.org

6. Only expenditures incurred through September 30, 2009 are eligible for reimbursement.

To receive reimbursement under this Agreement, the GRANTEE shall submit a completed State Aid Voucher (PR1929), Financial Report (PR1932) and detail sheets, along with required documentation of expenditures, to the DEPARTMENT.

Completed forms and documentation of expenditures are due by October 31, 2009.

7. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency, group or individual.


8. The Agreement may be executed separately by the parties. This Agreement is not effective until:

- ❖ The GRANTEE has signed it and returned it, and
- ❖ The DEPARTMENT has signed it.

The individuals signing for the parties indicated below certify by their signatures that they have the authority to do so and will ensure that the terms of the Agreement are fulfilled.

GRANTEE

SIGNED:


By: 

Printed Name: Leland Teschendorf

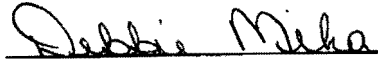
Title: Sheriff

Date: 3/24/09

WITNESSED:

By: 

Printed Name: Cheryl Mattlin

By: 


Printed Name: Deb Mika

RECEIVED

MAR 25 2009

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By: 
James B. Wood

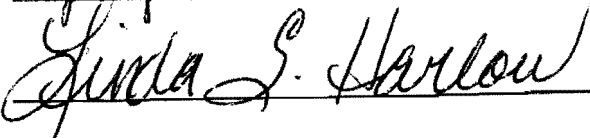
Title: Manager, Grants Management

Date: 4-9-09

WITNESSED BY:

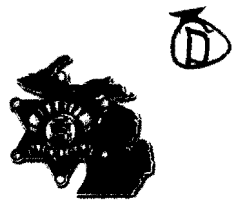
MICHIGAN DNR
GRANTS MANAGEMENT







U.S. Department of Justice
National Institute of Corrections
Michigan Sheriff's Association
Michigan Municipal Risk Management Authority
September 22 – 24, 2009
Crystal Mountain Resort
Thompsonville, Michigan



**Jail as Part of
 County
 Government**

Instructors

Karen Albert was formerly the Director of Administration for the Arlington, Virginia Sheriff's Office where her primary responsibilities included the administration of the agency's \$21 million budget.

Rick Hodsdon has been a practicing attorney for over 30 years. He spent eight years with the Minnesota Attorney General's Office. He serves as counsel to the Minnesota Sheriff's Association.

Mark Martin is a criminal justice consultant specializing in criminal justice planning and training. He has authored a number of publications for the National Institute of Corrections.

Application Procedures

Each team member must complete a registration form and fax it to Robbye Braxton-Mintz at 202-307-3361, no later than August 14, 2009. For questions or more information contact either:

Robbye Braxton-Mintz
 NIC Jails Division
 800-995-6423 x 44562
rbraxtonmintz@bop.gov

or

Bill Page
 Michigan Municipal Risk Management
 (734)513-0300
bpge@mmrma.org

Applicants will be notified of acceptance by **September 1, 2009**

Program Goals

This training program is designed to build cooperation and collaboration among key policy-makers in addressing jail issues and to increase the awareness of county officials about the role of the jail in the local justice system and as a component of county government.

Program Overview

This 3 day training brings together a three person team composed of a county board member, the sheriff, and the jail administrator. Together the team will explore strategies for effective working relationships and unified approaches to addressing jail issues. Program topics include:

- Civil liability for funding and operating jails
- Role and purpose of the jail
- Jail Staffing
- Inmate Supervision
- Staff Training
- Team building and problem-solving
- Team action planning

Who Should Attend

Participating counties must send a three-person teams composed of the **Sheriff, Jail Administrator, and a County Board Member.**

Training Costs

NIC will provide the training and all materials at no cost to the participant.

Lodging, Food, Travel and Training Site

Participants are responsible for their lodging, meals and travel expenses. Double occupancy room rates of \$65.00 plus tax, per night are available at:

Crystal Mountain Resort
12500 Crystal Mountain Drive
Thompsonville, MI 49683
1-800-968-7686 (group code # 45E2KB)

The Crystal Mountain Resort will also serve as the training site.

**Registration Form
Jail as Part of County Government**

To apply, complete (type or print legibly) and sign this form and **fax to Robbye Braxton-Mintz, National Institute of Corrections, 202-307-3361**. To receive full consideration, you must have a 3 to 4 person team and each member must complete a separate registration. All applications must be completed and received by **Friday, August 14, 2009**. Incomplete applications will be returned. Applicants accepted into this training program will receive confirmation with additional information about the program.

Training Program # 09J3302

Name:

Title:

Agency:

**Mailing
Address:**

City: _____ **State:** _____ **Zip:** _____

Telephone Number: _____

Email:

Number of Facility Inmate Population: _____

Other Team Members:

**2009 INTERLOCAL AGREEMENT
FOR MEDICAL EXAMINER
(TOXICOLOGY ONLY) SERVICES
BETWEEN
OAKLAND COUNTY
AND
TUSCOLA COUNTY**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made between the COUNTY OF TUSCOLA, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as “TUSCOLA”) and the COUNTY OF OAKLAND (hereinafter referred to as “OAKLAND”), a municipal corporation and political subdivision of the State of Michigan.

WITNESSETH:

WHEREAS, the TUSCOLA County Medical Examiner’s office requires toxicology services; and

WHEREAS, TUSCOLA has requested that OAKLAND provide toxicology services of the Oakland County Medical Examiner; and

WHEREAS, Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, OAKLAND and TUSCOLA enter into this AGREEMENT for the purpose of providing toxicology services of the Oakland County Medical Examiner’s Office to TUSCOLA.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IS HEREBY AGREED** by and between the parties as follows:

- I. AGREEMENT CONTENTS.** This Agreement is comprised of the terms and conditions set forth below, the Exhibits attached hereto, and any other mutually agreed to and properly executed modification, amendment, addendum, or change order. The Exhibits listed below are incorporated and part of this Agreement.

Exhibit A – Scope of Services

Exhibit B – Fee Schedule

- II. SERVICES TO BE PERFORMED BY THE OAKLAND COUNTY MEDICAL EXAMINER’S OFFICE.** OAKLAND, through the Oakland Medical Examiner’s Office, shall provide TUSCOLA with medical examiner toxicology services. The services to be provided are

more fully set forth in the attached Scope of Services, labeled Exhibit "A", which is incorporated by reference into this Agreement and made a part hereof. Services provided by the Oakland County Medical Examiner's Office do not include autopsies, the transport of bodies and/or the remains of deceased to or from the Oakland County Medical Examiner's Office, or any other non-toxicological related services. The County of TUSCOLA is solely and exclusively responsible for all non-toxicological medical examiner services in TUSCOLA.

- III. COMPENSATION.** OAKLAND shall submit an invoice to TUSCOLA itemizing all amounts due under this Agreement within sixty (60) days of the completion of a case death investigation. Amounts owing shall be calculated in accordance with the attached Fee Schedule (Exhibit "B"). TUSCOLA shall pay the invoice submitted by OAKLAND within thirty (30) days of receipt of invoice. Checks shall be payable to "Oakland County Medical Examiner's Office" and remitted via first class mail to the Oakland County Medical Examiner's Office, 1200 N. Telegraph Road, Building 28E, Pontiac, MI 48341. Except as expressly provided in this Agreement, OAKLAND is not responsible for any cost, fee, fine or penalty incurred by TUSCOLA in connection with this Agreement.
- IV. RESPONSIBILITY FOR MATERIAL, SUPPLIES, FACILITIES AND SUPPORT PERSONNEL.** OAKLAND shall provide all necessary toxicology-related materials, supplies, facilities and supporting personnel for the performance of services required under this Agreement.
- V. COMPLIANCE WITH THE LAW.** The Oakland County Medical Examiner's Office, while engaging in any activity pursuant to this Agreement, shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations.
- VI. NONDISCRIMINATION.** TUSCOLA and OAKLAND, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status.

TUSCOLA and OAKLAND shall adhere to all applicable Federal, State, and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the Elliott Larsen Civil Rights Act, 1976 PA 453 as amended; the Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220 as amended; Section 504 of the Federal Rehabilitation Act of 1973 as amended, P.L. 93-112, 87 Stat 394

as amended, the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA sec 12101 et seq.) as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement.

- VII. STATUS OF EMPLOYEES.** At no time shall an employee of one party be considered an employee or agent of the other in the performance of services under this Agreement. Each party shall be solely and completely liable for their respective employees' compensation, overtime wages, expenses, fringe benefits, pension and/or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances of reimbursement of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on in any way related to their respective employment relationships.
- VIII. LIABILITY.** Both parties agree that they will each be responsible for their own acts, including their own acts of negligence, and the defense of those acts or actions.
- IX. WAIVERS.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or future exercise of any right, power, or privilege preclude any other or future exercise of any other rights, power or privilege.
- X. RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- XI. FORCE MAJEURE.** Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
- XII. AGREEMENT APPROVAL AND AMENDMENT.** This Agreement shall not become effective prior to the approval by concurrent resolution of the TUSCOLA and OAKLAND County Boards of Commissioners. The approval and terms of this Agreement shall be entered in the official

minutes and proceedings of the respective Boards of Commissioners and shall also be filed with the office of the Clerk for both Counties. In addition, OAKLAND shall file this Agreement and any subsequent amendments with the Secretary of State for the State of Michigan.

Except as expressly provided herein, this Agreement may be amended only by concurrent written resolutions of the Parties' Boards of Commissioners. This Agreement shall not be changed, supplemented, or amended except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Agreement.

- XIII. AGREEMENT DURATION AND TERMINATION.** This Agreement shall be effective on January 1, 2009 and shall continue through December 31, 2009 at which time it shall terminate unless extended by mutual consent of the parties hereto.

Notwithstanding any other provision of this Agreement to the contrary, either party may terminate this Agreement prior to the termination date set forth herein if notice is given in writing to the other party at least sixty (60) days prior to the date on which such termination becomes effective. In the event of early termination, OAKLAND shall be compensated for all services performed up to the effective date of termination.

- XIV. SUBCONTRACTING OR ASSIGNMENTS.** OAKLAND shall not subcontract or assign the duties of Oakland County's Medical Examiner under this Agreement without the prior written consent of TUSCOLA.
- XV. DISREGARDING TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- XVI. COMPLETENESS OF THE AGREEMENT.** This Agreement and the additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof, shall have any validity or bind either of the parties hereto.
- XVII. INVALID PROVISIONS.** If any provision of this Agreement is held to be invalid it shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality or unenforceability of this

Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

XVIII. CONCLUSION. For and in consideration of the mutual promises, acknowledgements and representations set forth in this Agreement, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree to be bound by the above terms and conditions.

IN WITNESS WHEREOF, Gerald Peterson, Chairperson, Tuscola County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Tuscola County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of the County of Tuscola and hereby accepts and binds Tuscola County to the terms and conditions of this Agreement.

WITNESSED BY:

COUNTY OF TUSCOLA

By:

Gerald Peterson
Chairperson
Tuscola Board of Commissioners

Dated: _____

IN WITNESS WHEREOF, Bill Bullard, Jr., Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of the County of OAKLAND and hereby accepts and binds OAKLAND to the terms and conditions of this Agreement.

WITNESSED BY:

COUNTY OF OAKLAND

By:

Bill Bullard, Jr.
Chairperson
Oakland Board of Commissioners

Dated: _____

MEDICAL EXAMINER (TOXICOLOGY-ONLY) SERVICES

SECTION I. AGREEMENT CONTENTS

EXHIBIT A - SCOPE OF TOXICOLOGY SERVICES

1. Overview:

The Forensic Toxicology Laboratory (FTL), Oakland County Medical Examiner (OCME), located in Pontiac, MI, provides routine postmortem forensic toxicological analyses in support of OCME death investigations. The same full range of forensic toxicological services are available on a fee for service basis for Medical Examiner Offices, Investigative Agencies, and similar entities engaged in Death Investigation, Accident Investigation, Impaired Driving Investigation, etc. Case Consultations with the Chief Forensic Toxicologist are available concerning any case submission and Expert Testimony is available on a fee basis. All Case submissions are received, accessioned, and analyzed under Forensic Chain of Custody standards. Specimens and Case documentation are maintained under secured conditions for 1 year and 5 years respectively. It is the goal of the staff of the FTL to provide our customers with the highest quality toxicology support services available and to provide those services in the most expeditious and timely manner possible.

2. Specimen Submission {Collection / Submission Kit}:

In an effort to furnish the most meaningful toxicological results, the following specimens and amounts are recommended for submission for toxicology testing:

a.) Standard Tox Panel*:

<u>Blood</u>	<ul style="list-style-type: none">• 2, 10 mL Grey Top Tubes (w/ preservative)• 1, 10 mL Red Top Tube (no preservative; Serum analyses)• Indicate Blood source on tube• Collect Femoral or Subclavian Blood in at least 1 Grey Top Tube• Antemortem blood and/or serum as available
<hr/>	
<u>Urine</u>	<ul style="list-style-type: none">• 1, 45 mL flip-top vial (no preservative)
<hr/>	
<u>Vitreous Fluid</u>	<ul style="list-style-type: none">• 1, 10 mL Red Top Tube (no preservative)

* (refer to Section 4.) *Analysis* for *Stnd Tox Panel* Scope of Testing

Interlocal Agreement-Medical Examiner Services

6.) Directed Toxicology Analyses:**

<u>Blood</u>	<ul style="list-style-type: none">• 2,10 mL Grey Top Tubes (w/ preservative)• 1,10 mL Red Top Tube (no preservative; Serum analyses)• Indicate Blood source on tube• Collect Femoral or Subclavian Blood in at least 1 Grey Top Tube• Antemortem blood and/or serum as available
<u>Urine</u>	<ul style="list-style-type: none">• 1, 45 mL flip-top vial (no preservative)
<u>Vitreous Fluid</u>	<ul style="list-style-type: none">• 1,10 mL Red Top Tube (no preservative)
<u>Muscle</u>	<ul style="list-style-type: none">• 1, 45 mL flip-top vial (no preservative; 50g psoas or as available)
<u>Liver; Brain; Kidney; Spleen; Gastric Contents</u>	<ul style="list-style-type: none">• 50g or as available(submit in specimen cups in individual zip-lock bags)

******(refer to Section 4.) *Analysis for Directed Tox Analyses* Scope of Testing

c.) Packaging, Documentation, & Shipment:

- Specimen Labels
- Zip-lock bags for individual specimens
- Biohazard Bag with Evidence Seal Closure
- Transport Box with Evidence Seal
- Specimen Collection Kit Instructions (Kit Version)
- Toxicology Request Form
- Overnight Shipping Materials

3. Guidelines for Specimen Collection & Submission:

a.) Specimen Collection

The selection, collection, and preservation of appropriate specimens for toxicological analyses are important elements in the accurate determination of the presence and concentration of drugs and in the evaluation of the relative significance of those drugs in the determination of Cause of Death. Collection of sufficient specimen volumes is especially critical due to the limited nature of postmortem specimens and the non-replaceable nature of those specimens; in terms of providing information concerning the behavioral, impairing, and/or toxic effects of drugs at or around the time of death. These same specimen collection issues, such as the limited, non-replaceable nature of specimens, apply to postmortem investigations as well as to investigations involving non-fatal incidents and accidents. In the case of decedents who survive even a short hospital stay, the submission of antemortem specimens (e.g., admission and/or other hospital specimens), in addition to postmortem specimens, can provide valuable interpretive information; these specimens should be labeled with the date and time of collection to further their interpretive value.

Prompt collection of specimens is important to limit any contamination and/or degradation of specimens which are more likely to occur with increasing postmortem interval, e.g., the blood concentration of the antipsychotic drug Olanzapine can decrease up to 50% in only a matter of hours. Specimens not shipped immediately following collection should be refrigerated until transport occurs.

The mechanism of specimen collection can also profoundly influence the interpretive value of postmortem specimen. For example, collection of blood or urine by means of blind needle puncture should be avoided, if possible, especially in the event that an autopsy is to be performed. Such attempts may result in unsuitable toxicology specimens and cause contamination of crucial evidence such as body wounds, markings, and other prominent features; cut down to desired collection site will typically provide not only a better quality specimen but also a greater volume of specimen. Central blood should never be collected by scooping from the pericardial sack but preferably by needle puncture from the right atrium or inferior vena cava to avoid drawing blood from drug tissue depots such as Liver and Lung. Note that due to postmortem redistribution of many drugs, the interpretation of central blood concentrations may be problematic. Peripheral blood however, especially when collected from the Femoral Artery, is largely protected from postmortem redistribution, with Subclavian blood of similar interpretive value.

Excellent specimens can easily be obtained at autopsy. The pathologist should select the toxicology samples during examination of the remains and ensure that specimen tubes and containers are properly labeled beforehand. In cases of suspected inhalant use, a blood specimen should be collected in a screw top tube completely filled to the top to prevent the loss of any volatile compounds from the specimen. In the event that no fluids or organs can be recovered, 50 grams of muscle (psoas, perispinal, or deep thigh preferred) can be submitted for *Directed Tox Analysis*. In even the most severely burned or fragmented cases, valuable information can often be obtained from only a few grams of dried blood or tissue (esp. spleen). If in doubt, submit as much tissue as is practical; *do not submit formalin-fixed tissue for toxicological analysis*.

6.) Specimen Submission

All specimens must be labeled with the sample type (including source if relevant), Decedent's name, and the Medical Examiner case number. A properly completed Toxicology Request Form (see attached) must be submitted with each case including any other documentation pertinent to the case; the more information that is provided with the case submission, e.g., medical history; drug use history, including both prescription and abused drugs; scene investigation, the more complete the toxicological evaluation and interpretation that can be provided.

The loss of specimen integrity during shipping can result from leaking specimen containers and subsequent mixing of specimens of different types and from different sources; such a loss of integrity may result in a biohazard exposure to anyone handling the case submission during shipping and to the FTL Staff upon receipt. Therefore, careful packing of case specimens on the part of the Submitting Agency is imperative. To ensure the safe transport of specimens the submitter must first ensure that the lid of each specimen container is tightly screwed onto the container and then each container should be placed into one of the zip lock bags provided and securely sealed. All of the specimens for submission are then placed into the biohazard bag, also provided with the shipping materials, and securely sealed. All submission paperwork may then be placed into its own zip lock bag and finally placed into the pouch portion of the biohazard bag. The biohazard bag is then placed into the transport box, the box is secured using the provided evidence seal containing the requested information, and finally placed into the overnight shipping pack. Complete the Shipper's form (note that the OCME FTL will pay the shipping costs) and schedule the package pickup; shipments must be arranged so that they do not arrive at the FTL on Saturday, Sunday, or a weekday holiday. Shipping packs should be stored refrigerated until they can be shipped on a day ensuring their arrival at the FTL on Monday through Friday.

c.) Specimen Disposition

Upon completion of specimen analysis all of the remaining samples will be placed in a secured) 20°C freezer. At the end of that time all specimens will be destroyed. Submitting agencies may request that samples be returned following the completion of the Final

Toxicology Report; Note that specimens will not be returned sooner than 30 Days following the publication of the Toxicology report. Special arrangements may be made for altering the specimen disposition conditions only by consulting with the Chief Forensic Toxicologist. All documentation associated with a case submission, including submission paperwork and analytical data, are maintained under secured conditions for 5 years - at that time only the Final Toxicology Report will be kept on file.

4. Analysis:

The FTL provides a range of analytical tests applicable to the detection of therapeutic and abused drugs in the range of biological specimens commonly encountered in Death Investigations, Impaired Driving Investigations, Post-Accident Investigations, etc. The most commonly employed series of tests may be ordered as a Panel, *Standard Tox Panel*, or on an individual test basis (*Directed Tox Analyses*). Contributors may contact the Chief Forensic Toxicologist in advance of case submission to solicit recommendations concerning the scope, availability, and necessity of testing or choose from the following list of available tests; if the analysis desired is not listed contact the Chief Toxicologist to determine availability. A fee schedule is attached.

- *Standard Tox Panel*
 - ✓ Panel includes the following series of Tests primarily utilizing Blood and Urine samples:
 - *Urine Immunoassay Drug Screen*: Amphetamines, Barbiturates, Benzodiazepines, Cannabinoids, Cocaine-mtb, Methadone, Opiates, Phencyclidine
 - *Serum Immunoassay Drug Screen*: Acetaminophen, Salicylates, Tricyclic Antidepressants, Carbamazepine, Phenobarbital, Phenytoin, Valproic Acid

- **Blood Immunoassay Drug Screen:** Amphetamines, Methamphetamines, Barbiturates, Benzodiazepines, Cannabinoids, Carisoprodol, Cocaine-mtb, Fentanyl, Fluoxetine, Methadone, Methylphenidate, Opiates, Oxycodone, Phencyclidine, Propoxyphene, Tricyclic Antidepressants,
- **Volatiles:** Ethanol, Methanol, Acetone, Isopropanol
 - Two samples (different Tissue types) will be analyzed based on availability, e.g. Blood & Vitreous; Blood & Urine, etc.
- **Basic Drug Screen:** Urine is the sample of choice for this drug screen. In the absence of urine the following specimen types can be analyzed (in order of priority): Blood, Muscle, Liver
 - ✓ Positive screen results (Blood): results are confirmed and quantitated in Blood
 - ✓ Positive screen results (Urine): A Blood sample is submitted to appropriate quantitation procedures for all drugs identified in the Urine sample. No quantitative procedures are performed on Urine samples
 - ✓ Positive Blood Ethanol results (≥ 30 mg/dL) are confirmed employing an enzymatic assay
- **Basic Drug Screen:** (GC/MS)

General screen (urine, blood, muscle, liver, etc.) for most therapeutic drugs (e.g., antidepressants, antihistamines, analgesics, sedative-hypnotics, etc.) and many drugs of abuse (e.g., MDMA, methamphetamine, cocaine, etc.). The detection limit for most basic drugs with this method is approximately 50 ng/mL. Very potent drugs, such as Fentanyl and many of the benzodiazepines, e.g., Alprazolam, are detectable only in toxic/lethal concentrations; if the use of such drugs is suspected a directed analysis for that drug should be specifically requested.
- **Acid/Neutral Drug Screen:** (Immunoassay; colorimetric)

General screen (serum) for a limited number of therapeutic drugs (most drugs in this category have fallen into disuse). The drugs most commonly detected using this screen are: barbiturates (esp. phenobarbital and butalbital), acetaminophen, salicylates, carbamazepine, phenytoin, and valproic acid. Should the use of other acid/neutral drugs be suspected, e.g., Gabapentin, a directed analysis for the suspected drug should be specifically requested.
- **Amphetamines:** (Immunoassay)

If the use of amphetamine, methamphetamine, MDMA (Ecstasy), MDA, phenylpropanolamine, pseudoephedrine, ephedrine, phentermine, fenfluramine, or phenmetrazine is suspected, this urine screen should be requested. The immunoassay screen provides a rapid means of detecting the presence of amphetamine, methamphetamine, MDA, and MDMA in urine; all members of this drug class are detected using the Basic Drug Screen.
- **Benzodiazepines:** (Immunoassay)

Although the members of this drug class are also detectable with the Basic Drug Screen, many of the newer benzodiazepines have therapeutic and toxic concentrations below the detection limit of that screen, e.g., midazolam, flunitrazepam (Rohypnol), alprazolam, and lorazepam. If the use of a benzodiazepine is suspected, the drug should be noted and this urine assay requested. Note that flunitrazepam use is detected by the presence of an inactive metabolite (7-aminoflunitrazepam) that is detectable in blood for only a few hours and in urine for a maximum of 2 -3 days after administration exceeding the recommended therapeutic dose.

- **Cocaine-mtb:** (Immunoassay)
Urine drug screen for which Benzoylcegonine (inactive cocaine metabolite) is the target analyte; Cocaine has a low crossreactivity with this assay but will yield a positive result when present at high concentrations.
- **Opiates:** (Immunoassay)
Urine drug screen used to detect the presence of morphine, codeine, 6-monoacetylmorphine (an indicator of heroin use), hydrocodone, oxycodone, and hydromorphone.
- **Methadone:** (Immunoassay)
Urine drug screen used to detect the presence of the analgesic, Methadone; this drug is indicated for chronic pain and in maintenance programs for Heroin addiction.
- **Phencyclidine:** (Immunoassay)
Urine drug screen for the detection of PCP (Dissociative Anesthetic). The urine PCP immunoassay employed in this Laboratory yields a positive result in the presence of Dextromethorphan, therefore a positive result for this assay is reported as positive for "*Phencyclidine/Dextromethorphan*".
- **Volatiles:** (Headspace GC, Enzymatic Assay)
The Gas Chromatography procedure screens for ethanol, acetone, isopropanol, and methanol. Blood, preferably collected in a gray top tube, is the preferred specimen for quantitating these analytes and interpreting the associated behavioral effects, but this analysis can be performed on any specimen. It is recommended that two different specimens (esp. blood and vitreous fluid) be used for alcohol analysis in postmortem cases to facilitate the differentiation of antemortem consumption from postmortem production of alcohols; vitreous fluid and urine are the specimens least susceptible to the formation of alcohol as the body decomposes. The presence of Ethanol in Blood at concentrations ≥ 30 mg/dL is confirmed using an enzymatic assay.
- **Inhalants:** (GC; GC/MS)
This procedure primarily screens for butane, methane, freons, toluene, benzene, difluoroethane, trichloroethane, and trichloroethylene. If inhalant abuse is suspected, blood should be collected in a teflon-lined, screw top, test tube containing NaF(2% in solution) and the tube completely filled to prevent the loss of these volatile agents. Because these agents are extremely volatile they are rapidly lost through exhalation during life and also rapidly lost due to "off-gassing" after death. Specimens must be collected quickly and properly if the volatile agents are to be identified. Urine may be submitted for volatile analysis along with blood, but due to the extensive metabolism of these compounds they are typically not detectable in urine. This laboratory does not currently perform an analysis for nitrous oxide.

- **Cannabinoids:** (Immunoassay)
 Delta-9-tetrahydrocannabinol, the psychoactive component of marijuana, is rapidly converted to 11-OH-delta-9-tetrahydrocannabinol (also psychoactive, 11-OH-THC), which in turn is rapidly converted to 11-nor-9-carboxy-delta-9-tetrahydrocannabinol (THCCOOH; delta-9 THC). Using this Immunoassay screen these compounds are detectable in urine for up to 7 to 10 days following last use. Detection of all three is possible in the blood, but more difficult due to their rapid metabolism and clearance from the blood. No interpretation concerning impairment may be made from the detection of cannabinoids in the urine. Analysis for cannabinoids is usually of significance in only a limited number of postmortem cases (e.g., MVA driver) since their presence provides no information concerning the cause of death.
- **Carbon Monoxide:** (Spectrophotometry)
 Exposure to carbon monoxide is determined by the measurement of the percent carboxyhemoglobin (%COHb). This analysis is preferentially performed on EDTA preserved blood (purple top), but can be performed on any hemoglobin-containing (red) fluid, especially from the spleen, provided sufficient hemoglobin is present; such "tissue fluid" must be accurately identified as to its source. Carbon monoxide exposure is a significant factor in fire-related deaths and faulty gas and propane heaters and stoves and remains a significant mechanism in suicides.
- **Other Analyses:** On a case-by-case basis and by specific request the following tests are available:
 - Heavy Metals - mercury, bismuth, antimony, and arsenic (Reinsch test, colorimetric)
 - Cyanide - (colorimetric)
 - Electrolytes^{Vitreous} - (scheduled to go online - Jan/Feb 2008)
 - Glucose^{Vitreous} - (scheduled to go online - Jan/Feb 2008)
- ✓ **Note:** Positive results are confirmed and quantitated using an Analyte appropriate procedure. Confirmations and quantitations are not performed on Urine samples but a Blood or Tissue sample will be submitted to a quantitative procedure for those drugs identified on a urine screen.

Oakland County Medical Examiner
Forensic Toxicology Laboratory
Fee Schedule

<u>TEST</u>	<u>FEE</u>
STANDARD TOX PANEL	\$150.00
Volatiles	\$20.00
Inhalants	\$80.00
Alkaline Drug Screen (GC/MS) (Immunoassay)	\$90.00
Acid/Neutral Drug Screen	\$40.00
Urine Immunoassay Drug Screen (FPIA)	\$40.00
Serum Immunoassay Drug Screen (FPIA)	\$40.00
Blood Immunoassay Drug Screen (ELISA)	\$30.00
Carbon Monoxide	\$40.00
Cyanide (qualitative)	\$35.00
Heavy Metals (qualitative)	\$65.00
Miscellaneous Testing Level 1	\$25.00
Miscellaneous Testing Level 2	\$50.00
Miscellaneous Testing Level 3	\$75.00
Miscellaneous Testing Level 4	\$100.00
Miscellaneous Testing Level 5	\$150.00
Drug Quantitation	\$100.00
Vitreous (Electrolytes + Glucose)	\$65.00
Case Consultation (Chief Forensic Toxicologist)	-----
Expert Testimony (Chief Forensic Toxicologist)	\$250.00/hr

East Central Michigan Planning & Development Regional Commission

(F)

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Phone: (989) 797-0800 Fax: (989) 797-0896 Web: www.ecmpdr.org



✓ Copy to all
Comm
7/31/09

July 22, 2009

MEMORANDUM

TO: ECMPDR MEMBER UNITS:
COUNTY BOARD OF COMMISSIONERS
COUNTY ADMINISTRATORS
CITY/VILLAGE MANAGERS and ADMINISTRATORS

FROM: Hal Hudson, Chairperson

RE: PROPOSED 2009-2010 Work Program and Budget

Enclosed you will find the proposed 2010 ECMPDR Work Program and Budget. The 2009-2010 budget consists of the following:

- \$422,921 in estimated revenue. This amount may change between now and September as other potential work programs are currently being discussed at the State level.
- 88,311 in projected expenses
- A staff of four individuals (1 Executive Director, 2 professional staff and 1 Administrative Assistant – with potential to hire a Regional planner if additional revenue sources are obtained.
- A recommended 2010 appropriations base of \$50,000; a reduction reflecting current economic stressors on members.
- Projected net revenue of **\$17,735** for continued debt retirement.

At the end of the Executive Summary you will find a sheet which details each member's proposed 2010 appropriation.

This document will go to the Full Council on September 11, 2009 for approval and implementation. If you have questions or comments, please contact the staff at 989-797-0800; fax – 989-797-0896 or sfortune@emcog.org.

Thank you.

HC

Hal Hudson, PhD
EMCOG Chairperson

EAST MICHIGAN COUNCIL OF GOVERNMENTS (EMCOG)

East Michigan Council of Governments (EMCOG) Work Program and Budget

Executive Summary - 2010

In 2010 the East Michigan Council of Governments (EMCOG), as established through its approved Work Program, will undertake a variety of programs and focus areas during the fiscal year and beyond. This makes the best use of the Board, staff and resources - and is a good way to set the overall policies for the year. The following list highlights the primary EMCOG focus areas in 2010. While this is a fairly comprehensive list, it is not intended to indicate that EMCOG will not take on additional programs or projects during the year if the opportunity arises and are within budget.

Please let us know if there is anything we can do for your county or community.

Economic Development – Base Funding: \$157,878 (3-year grant)

- Work with RED Team to identify new EDA planning projects for 2009-10 and beyond. Prepare for new grant beginning 4/1/10. Implement the approved USDOC/EDA work program.
- Develop, maintain and improve the Comprehensive Economic Development strategy (CEDS) program and continue CEDS Committee/RED Team activities.
- Work closely with communities, RED Team, entrepreneurs, EDA, USDA and other economic development entities to identify, strengthen and promote economic development projects within EMCOG.
- Work with EDA on how regional planning organizations can work better, smarter, and be of more service in the development of economic vitality within member counties, cities, villages and communities.
- Recruit new at-large members and private sector members for the CEDS Committee/RED Team.
- Review and strengthen relationships between communities, the private sector, the CEDS Committee and the EMCOG Board.
- Work with RED Team to identify new EDA planning projects for 2009-10 and beyond. Prepare for new grant beginning 4/1/10.
- Continue to promote business development and entrepreneurship within the Region.
- Maintain the Regional boundaries as originally designated.

EAST MICHIGAN COUNCIL OF GOVERNMENTS (EMCOG)

- Continue to work at increasing Regional membership

Direction for Related Activities under Economic Development

- Land Use, including ongoing coordination with Transportation, Land Use and GIS (TLAG) Committee
- Transportation, including ongoing coordination with TLAG, as it relates to economic development.
- GIS, including coordination with TLAG and RED Team as it relates to economic development.

Directions for Economic Development – Creating a Regional Approach

- Ten year plans – looking at Needs, Services, Opportunities in the areas of Tourism, Health Care, Seniors and Retirees.
- Continue to work with USDA to expand business development opportunities within the Region.
- Apply to USDA to become an Intermediary Relender under their Intermediary Relending Program.

Transportation – Base Funding: \$39,000 Regional Transportation Planning Grant

- Maintain, improve and expand our Transportation Planning program under MDOT.
- Carryout the tasks enumerated within the Work Program as prescribed by MDOT and member input.
- Continue participation as voting members of the Bay Area Transportation Study and Saginaw Metropolitan Area Transportation Study Committees.
- With the assistance of members, identify and seek additional funding for at least one 2010 Transportation planning project within the Region.
- Continue to expand opportunities detailed in the Bay Region Non-Motorized Plan.
- Work with communities interested in performing land use and/or master plans in partnership with EMCOG.
- Maintain an up to date region-wide mailing list for both MDOT and the Asset Management Council.
- Identify and include transportation projects and their economic development potential within

EAST MICHIGAN COUNCIL OF GOVERNMENTS (EMCOG)

their area of impacts.

- Continue to explore and work on interrelated projects between transportation and economic development, land use and GIS.
- Participate in any discussions and intergovernmental coordination re: US-127 completion etc.
- Continue to participate in the U.S. 23 Heritage Route County Teams, the M-15 Recreation Heritage Route Management Team, US-127 Corridor Management Team and the proposed M-25 Heritage Route Team. Note: These projects are funded under separate P.A.'s.
- Identify any and all economic development components of these projects in identified planning work.
 - **US-23 HR - \$15,000**
 - **M-15 HR - \$30,000**
 - **M-25 HR - \$10,000 (estimated)**

Non-Motorized - \$ 5,000 (estimated)

- **Final Summit and other spin-off activities**

MDOT Asset Management – Base Funding: \$115,995

- Continue Transportation Asset Management Program in Region 7, including local PASER ratings and compliance with Asset Management Internet reporting system.
- Expand rural/local opportunities with MDOT through the Asset Management, traffic count program and other transportation related initiatives.
- Work to expand local unit's awareness of the role PASER ratings plays in maintaining their transportation infrastructure, need for long-term planning and how critical maintenance of pavement/roadway infrastructure is to the overall economic development of the area.

ECM Revolving Loan Fund - \$ 10,000 (estimated administrative costs)

- Expand the ECM RLF into all counties that currently meet EDA's distress criteria;
- Continue to focus on lending that diversifies the area's economy with special emphasis on entrepreneurship.

Tuscola County Needs Study - \$8,500 (estimated carry-over into FY2010) - Coastal Zone Management

- Complete a Coastal Needs Study within Tuscola per contract with MDEQ/Coastal Zone Management.

EAST MICHIGAN COUNCIL OF GOVERNMENTS (EMCOG)

Saginaw Bay Coastal Atlas - \$30,000 – Coastal Zone Management

- Development of a digital data and map base of all coastal areas of Saginaw Bay.

Tuscola County Wind Study - \$50,000 (APPLIED FOR – STATUS UNKNOWN)

- Study of local development statutes and zoning as it relates to wind energy facility placement.

COMMISSION - \$51,700 – Source: Member Appropriations

- Office operations
- Program match
- Local technical assistance (Master Plans, Recreation Plans, etc.)
- Commission operations
- Ensure all Commission goals and objectives are met per direction of the Board and budget.
- Work closely with the EMCOG members, Board of Directors and Officers to ensure their needs and expectations are being met.

- Ensure all programs are fully implemented and appropriate reports are filed in a timely manner.

- Prepare Annual Report

Outside Associations and Organizations

- Participate with the Michigan Association of Regions (MAR) on activities to increase the visibility of regions statewide.

- Continue active participation in the National Association of Development Organizations (NADO) activities.

- Work with MML in terms of training potential for staff.

- Coordinate with MAC on a more regular basis.

- Coordinate and work with EDC's throughout the Region

- Work with and strengthen participation and coordination with MSU Extension throughout the Region.

- Continue active participation in the Michigan Economic Developers Association.

Cooperation and Coordination

- Continue to function as the Regional Clearinghouse Review Agency for federal and state funding

EAST MICHIGAN COUNCIL OF GOVERNMENTS (EMCOG)

programs.

- Maintain “Data Analysis Center” and CENSUS data repository to meet the needs of our local units of government and member participants.
- Continue “out-reach” efforts. Publish at least four ECMPDR newsletters and prepare press releases on projects and successes. Conduct site visits on a regular basis. Support and participate in local initiatives.
- Host Regional events. Transportation forum(s), grant writing workshops, USDA funding, etc.
- Promote membership to additional counties or communities.

Capacity Building

- Continue to build GIS (Geographic Information Systems) capabilities and awareness.
- Continue to maintain and upgrade website
- Finalize “Grant and Loan Opportunities” resource document.
- Bring information to the Board using speakers and other resources.
- Upgrade software programs in support of GIS and other program areas.

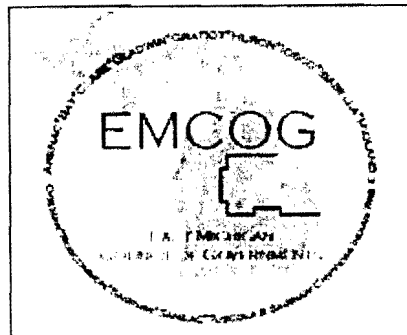
Other critical focus areas during 2010:

- Continue IT and equipment capacity building
- Continue staff capacity building and training
- Link every member’s website to our website.
- More exploration of Water Trail development especially as it fits with our non-motorized activities.
- Local technical assistance to member units re: Master Plan Updates, Recreation Plan updates, etc.
- GIS mapping on a region-wide basis
- Becoming an Intermediary Relender under USDA.

EAST MICHIGAN COUNCIL OF GOVERNMENTS (EMCOG)

ECMPDR 2010 Member Appropriations

Arenac	\$ 3,060
Bay	
Pinconning Township	\$ 270
City of Auburn	\$ 270
Clare	\$ 5,535
Gladwin	\$ 4,950
Gratiot	\$ 4,950
Iosco	\$ 5,778
Isabella	\$ 7,596
Ogemaw	\$ 4,590
Roscommon	\$ 7,020
Sanilac	
Brown City	\$ 180
Tuscola	\$ 5,400
Chippewa Tribe	<u>\$ 2,000</u>
Total:	\$51,649
Saginaw	
Spaulding Township	<u>\$ 50</u>
	\$ 51,699



East Central Michigan Planning & Development Regional Commission - DRAFT 2010 BUDGET

ESTIMATED REVENUE:	Com.	A/Mgmt*	EDA	MDOT	US-23 H.Route	M-15 Heritage Rte.	RLF Admin. Exp.	MDOT M-25 HR	TUSC. NEEDS	Tuscola WIND*	CZM* Coastal Atlas	MDOT N/M	TOTAL Program Charges	Total INDIRECT	RLF Loan Fund
Grants	0	115,995	62,625	39,000	15,000	30,000	0			\$50,000	\$30,000	\$5,000	\$342,621		
Dues	51,700	0	0	0			0						\$51,700		
Miscel. (incl. interest)	100	0	0	0			10,000	10,000	8,500				\$28,600		
Required match - Commission	-7,002		7,002	0			0						\$0		
Additional match	0	0	0	0			0						\$0		
Total Revenue	\$44,798	\$115,995	\$69,628	\$39,000	\$15,000	\$30,000	\$10,000	\$10,000	\$8,500	\$50,000	\$30,000	\$5,000	\$422,921		
Direct Expenses:															
Salaries	3,772	48,774	25,051	17,776	4,941	12,300	3,793	2,378	3,750	3,600	8,045	1,570	\$134,178	\$30,853	
Fringes	1,509	19,509	10,020	7,110	1,976	4,920	1,517	951	1,500	1,440	3,218	628	\$53,671	12,341	
Total Salaries & FB	5,281	68,283	35,071	24,886	6,917	17,220	5,310	3,329	5,250	5,039	11,263	2,198	187,849		
Indirect	\$2,482	\$32,093	\$16,484	\$11,696	\$3,251	\$8,093	\$2,495	\$1,565	\$2,468	\$2,368	\$5,294	\$1,033	\$88,289	\$43,194	
Total Salaries (all)	\$7,763	\$100,376	\$51,555	\$36,582	\$10,168	\$25,313	\$7,805	\$4,894	\$7,718	\$7,408	\$16,557	\$3,231	\$276,137		
ESTIMATED EXPENSES:															
Advertising/Promotions	100		0	0			0						\$100		
Agency Memberships	750		1332	400			1337						\$3,819		
Outside consultants	0	8,500	0	0			0	4051		\$0	\$8,000	\$0	\$20,551	\$10,000	
PASER travel		900											\$900		
Commissioner travel	1,000		300	0			0						\$1,300		
Equipment/Software purchase	3,500	1000	1500	214	1062						\$175		\$7,451		
Equipment Maintenance	0												\$0	\$6,500	
Legal	1000		0				500						\$1,500		
Bank Charges	3500												\$3,500		
Insurance	0												\$0	\$7,804	
Meetings/Miscel.	500	900	35	50	200	500						\$1,369	\$2,185	\$3,000	
Telephone	250	300	200	100	120	20	24	30	30	\$250	\$400		\$1,724	\$1,500	
Postage	250	25	100	84	50	45	24	45	58	\$250	\$400		\$1,331	\$1,500	
Printing/Print Supply	0	0	1,100	0	616	2010	0	350	50	\$750	\$400		\$5,276	\$30,000	
RENT	0												\$0		
Interest Expense	3,500	0	0	0			0						\$3,500		
Publications	100	0	150	0		100	0						\$350		
Supplies - Program	500	634	0	0	230		150			\$275	\$568	\$400	\$2,357		
Staff: Travel	2500	3,000	5,000	1,350	1,300	1,786	160	580	545	\$1,530	\$3,000		\$20,751	\$1,200	
Staff: Commercial	0	0	2,000		0		0	0	0	\$500	\$0		\$2,500		
Staff: Meats/Hotel	100	300	4,856	220	1254	226	0	50	100		\$500		\$7,606		
Staff: Registrations	50	60	1500	0			0						\$1,610	\$0	
Depreciation														\$100	
Total Other Expense	\$17,600	\$15,619	\$18,073	\$2,418	\$4,832	\$4,687	\$2,195	\$5,106	\$783	\$3,555	\$13,443	\$1,769	\$88,311	\$61,604	
Plus Salary, FB & Indirect	37,763	\$100,376	\$51,555	\$36,582	\$10,168	\$25,313	\$7,805	\$4,894	\$7,718	\$7,408	\$16,557	\$3,231	\$276,137	\$43,194	
TOTAL EXPENSES:	\$25,363	\$115,995	\$69,628	\$39,000	\$15,000	\$30,000	\$10,000	\$10,000	\$8,501	\$10,963	\$30,000	\$5,000	\$364,448	\$104,798	
Revenue. (+/-) Expend.	\$19,435	\$0	\$0	\$0	\$0	(\$0)	\$0	\$0	(\$1)	\$39,037	\$0	(\$0)	\$58,473		

Tuscola Wind - applied for - being studied by CZM

*Grants applied for - in kind match required.

APPROVED FOR DISTRIBUTION TO MEMBERS: Friday, July 17, 2009



Silver & Van Essen P.C.
Litigation & Counseling

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GRAND RAPIDS, MICHIGAN 49503
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FAX 616-988-5606

August 6, 2009

CONFIDENTIAL

Tuscola County Board of Commissioners
Co/Mike Hoagland, Controller/Administrator
217 Grant Street
Caro, MI 48723

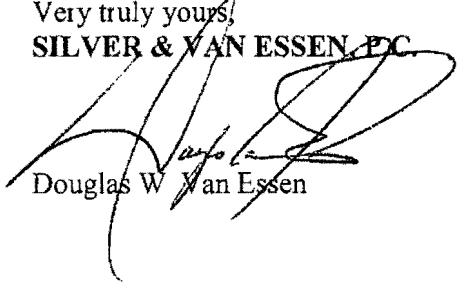
Re: Sheriff's Exercise Facility Release

Dear Commissioners:

MMRMA asked that I review the release prepared by Sgt. Brian Harris for use of the Sheriff's Exercise Facility. Sgt. Harris did an excellent job and should consider going to law school. I added some concepts that he wouldn't know about—such as a disclaimer about the condition of the equipment and facilities and the fact that a covenant not to sue may be more effective than a pre-injury release (for reasons that only trial lawyers and judges can fathom). I also included language recommended by MMRMA; namely, that the user is using the facilities and equipment while off work to defeat any workers compensation claim.

Attached is copy of Sgt. Harris' original work product, a version showing my changes and a clean version. I approve the use of the form as I have revised it. I also approve the form of the Policies.

Very truly yours,
SILVER & VAN ESSEN, P.C.


Douglas W. Van Essen

Cc with enc : Sheriff Teschendorf

Tuscola County Sheriff's Office

FITNESS & EXERCISE FACILITY WAIVER & RELEASE

This form must be completed by all persons who desire to use the Tuscola County Sheriff's Office Fitness/Exercise facility.

Use of the fitness/exercise facilities and equipment is at the user's sole risk and responsibility. All users are advised and encouraged to consult with his/her personal physician before beginning use of fitness or exercise facilities and/or equipment or participating in any physical activity.

In consideration of being given the option to use the fitness & exercise facility and/or equipment, I hereby waive, release and forever discharge the County of Tuscola, Michigan, and its respective officers, directors, employees, agents, and affiliated organizations from and against any and all claims, liabilities, and causes of action, whether foreseeable or unforeseeable, which may at any time arise out of or relate in any manner, directly or indirectly, to my use of said fitness and exercise facility and/or equipment or participation in any services or programs related thereto.

This waiver and release shall include, but not be limited to a release of all claims, liabilities, and causes of action which may arise at any time in connection with any personal or other injury to myself or others, or death caused by or related to my use of said fitness & exercise facilities and/or equipment or participation in any services or programs related thereto.

My signature hereby affirms that I have fully and completely read, understand, and agree to this waiver and release and all contents thereof

Print Name: _____

Signature: _____ Date: _____

Witness: _____ Date: _____

Tuscola County Sheriff's Office

FITNESS & EXERCISE FACILITY WAIVER, RELEASE, COVENANT & STIPULATION

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This form must be completed by all persons who desire to use the Tuscola County Sheriff's Office Fitness/Exercise facility.

Use of the fitness/exercise facilities and equipment (collective "Equipment or Facilities") is at the user's sole risk and responsibility. Use of the Equipment or Facilities is "as is," and the user acknowledges that there are no representations regarding the condition or fitness of any of the Equipment or Facilities for any general or specific use. All users are advised and encouraged to consult with their personal physician before beginning use of the Equipment or Facilities or participation in any physical activity.

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In consideration of being given the option to use the Equipment or Facilities I hereby waive, release and forever discharge the Tuscola County Sheriff, County of Tuscola, Michigan, and its respective officers, employees, agents, and affiliated organizations from and against any and all claims, liabilities, and causes of action, whether foreseeable or unforeseeable, which may at any time arise out of or relate in any manner, directly or indirectly, to my use of the Equipment or Facilities or participation in any services or programs related thereto.

I covenant that neither I nor my heirs, successors or assigns will sue the Sheriff, County or any of its officers, employees or affiliated organizations regarding my use of the Equipment. I further stipulate that my use of the Equipment or Facilities was on my own personal time and not while on any work for the Sheriff or Tuscola County or any affiliated organization.

Deleted: This waiver and release shall include, but not be limited to a release of all claims, liabilities and causes of action which may arise at any time in connection with any personal or other injury to myself or others or death caused by or related to my use of said fitness & exercise facilities and/or equipment or participation in any services or programs related thereto.

My signature hereby affirms that I have fully and completely read, understand, and agree to this waiver, release, covenant and stipulation and each and every provision and that it may be admitted in any lawsuit brought by me or by my heirs, successors or assigns.

Print Name: _____

Signature: _____ Date: _____

Witness: _____ Date: _____

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Deleted: and all contents thereof

Tuscola County Sheriff's Office

FITNESS & EXERCISE FACILITY WAIVER, RELEASE, COVENANT & STIPULATION

This form must be completed by all persons who desire to use the Tuscola County Sheriff's Office Fitness/Exercise facility.

Use of the fitness/exercise facilities and equipment (collective "Equipment or Facilities") is at the user's sole risk and responsibility. Use of the Equipment or Facilities is "as is," and the user acknowledges that there are no representations regarding the condition or fitness of any of the Equipment or Facilities for any general or specific use. All users are advised and encouraged to consult with their personal physician before beginning use of the Equipment or Facilities or participation in any physical activity

In consideration of being given the option to use the Equipment or Facilities I hereby waive, release and forever discharge the Tuscola County Sheriff, County of Tuscola, Michigan, and its respective officers, employees, agents, and affiliated organizations from and against any and all claims, liabilities, and causes of action, whether foreseeable or unforeseeable, which may at any time arise out of or relate in any manner, directly or indirectly, to my use of the Equipment or Facilities or participation in any services or programs related thereto

I covenant that neither I nor my heirs, successors or assigns will sue the Sheriff, County or any of its officers, employees or affiliated organizations regarding my use of the Equipment. I further stipulate that my use of the Equipment or Facilities was on my own personal time and not while on any work for the Sheriff or Tuscola County or any affiliated organization.

My signature hereby affirms that I have fully and completely read, understand, and agree to this waiver, release, covenant and stipulation and each and every provision and that it may be admitted in any lawsuit brought by me or by my heirs, successors or assigns.

Print Name: _____

Signature: _____ Date: _____

Witness: _____ Date: _____



Tuscola County Recycling Material Recovery Facility

E-mail: recycle@tuscolacounty.org
Website: www.tuscolacounty.org/recycling/

1123 Mertz Rd.
Caro, MI 48723

Phone: (989) 672-1673
Fax: (989) 672-3868

August 22, 2006

Dear Mr. Striffler and Caro Village Council,

This letter is meant as a follow up to our phone conversation last week in regards to the white storage barn located on our premises. As we discussed, we are in need of replacing the white storage barn. On February 28, 2006, the Village and the County entered into a ten-year lease. The lease states "Lessee shall at its own expense during the continuation of this lease keep said premises and every part thereof in as good of repair as when accepted and at the expiration of the term, yield and deliver the same in like condition as when it was taken, reasonable use and wear thereof and damage by elements expected."

Due to its age and wear, we are unable to do any more improvements to the white storage barn. Over the years, we have reinforced the back wall and have done other needed maintenance to the barn. This summer we asked the Tuscola County Building and Grounds Department to replace the sliding doors on the front of the building. The Tuscola County Building and Grounds Department inspected the building and deemed it too outdated to repair. Their recommendation was to remove the current building and build a new storage barn in its place.

The Tuscola County Recycling Center would like to follow through with Building and Grounds recommendation. The new barn would be larger and more accommodating to our needs as a recycling center. We have outgrown the current building and our operations continue to expand each year. We are asking for the Village's permission to proceed with replacing the white storage barn.

The Recycling Center will cover all costs incurred with building a new building. At this time, we have no estimates for the cost but will follow County Policy. Please feel free to contact me if you have any questions or require additional information.

Sincerely,

Kate Neese
Tuscola County Recycling Coordinator

Tuscola County Recycling Material Recovery Facility

E-mail: recycle@tuscolacounty.org
Website: www.tuscolacounty.org/recycling

1123 Mertz Rd.
Caro, MI 48723

Phone: (989) 672-1673
Fax: (989) 672-3868

November 4, 2008

TO: Mr. Don Beavers, Village of Caro Manager

RE: Improving the Recycling Center's site

Dear Mr. Beavers:

Tuscola County Recycling would like to make some improvements to our current site located at 1123 Mertz Road in Caro. We currently lease this property from the Village and would like the Village's approval before we move forward. These improvements will allow us to continue to grow and expand in order to meet the environmental needs of our community.

First of all, Tuscola County Recycling has been awarded a grant from the Michigan Department of Agriculture. This grant will provide our site with a permanent storage building, which will house special wastes. This program is aimed at collecting pesticides and mercury from all area residents and will also allow our center to collect household hazardous wastes from our County residents year round.

Secondly, we have been approved funding to replace the white storage barn that is currently located behind our building. As you may already be aware, the white storage barn is very old and it has been deemed unfixable by our Building and Grounds Department. We have outgrown the building and are in need of more storage space. We are exploring options on how to replace that building and we plan on demolishing it next year with the Village's approval.

Please feel free to contact me if you have any questions about either of these projects. We look forward to working with the Village.

Sincerely,

Kate Neese
Tuscola County Recycling Coordinator

CC: *Mike Hoagland; Tuscola County Controller*
Mike Miller; Tuscola County Building and Grounds
Jerry Peruski; SCMCCI
File

COPY

**Tuscola County Recycling
Material Recovery Facility**

E-mail: recycle@tuscolacounty.org

**1123 Mertz Rd.
Caro, MI 48723**

**Phone: 989-672-1673
Fax: 989-672-3868**

February 17, 2005

**Mr. David Murphy - Manager
Village of Caro
317 S State Street
Caro, MI 48723**

Dear Mr. Murphy;

This letter is meant to inform you that we are interested in renewing our lease with the Village of Caro. Our recycling center has been located on the Village's property for ten years under our current lease and we would like to sign a new lease for another ten years.

Please contact us with any questions you may have in regard to this situation. Thank you for your time and consideration.

Sincerely,

**Kate Neese – Recycling Coordinator
Tuscola County Recycling**

Kate Ques

LEASE

This lease agreement made the 28 day of Feb, 2006 between the **VILLAGE OF CARO (LESSOR)** and **TUSCOLA COUNTY (LESSEE)**:

WHEREAS the Village is the owner of real property described as commencing at the Southwest corner of the Northwest ¼, of the Northwest ¼, of Section 11, Town 12 North, Range 9 East, Indianfields Township, Tuscola County, Michigan; thence East 300 feet; thence North 300 feet; thence West 300 feet to the West line of said Section; thence South to the point of beginning of this description; and

WHEREAS Lessee desires to lease said premises from the Lessor for the purpose of operating a Material Recovery Facility;

Now therefore in consideration for the mutual covenants and consideration, receipt of which is acknowledged, Lessor and Lessee agree as follows;

1. Lessee shall lease the above-described property commonly known as 1123 Mertz Road, Caro, Michigan for the term of ten (10) years from and after the date hereof.
2. Lessee shall not resign or transfer this lease nor sublet said premises or any part thereof without the written consent of Lessor.
3. Lessee shall at its own expense during the continuation of this lease keep said premises and every part thereof in as good of repair as when accepted and at the expiration of the term, yield and deliver the same in like condition as when it was taken, reasonable use and wear thereof and damage by elements expected.
4. Lessee shall pay One (\$1.00) Dollar per year to Lessor as rent for said premises during the term of this lease.
5. Upon payment of the rent set forth above, Lessee shall be entitled to the exclusive right to the use and privilege of the leased premises for the term set forth herein.
6. Lessor or Lessee has the right to terminate said lease with six months prior written notice to the other.
7. Lessee shall indemnify Lessor from any environmental liability resulting from this Lease and the tenancy.

WITNESS our hands and seal the date above written.

COUNTY OF TUSCOLA
Tuscola County Board of Commissioners

Michael R. Hoagland
County Controller

[Signature]
Board of Commissioners Chairperson

VILLAGE OF CARO

Karen J. Snider
Village Clerk

Thomas [Signature]
Village President

AGREEMENT FOR THE OPERATION OF THE TUSCOLA COUNTY MATERIAL RECOVERY FACILITY

This agreement made and entered into this ____ day of ____, 2006 between the Tuscola Board of Commissioners (County) and the Village of Caro (Village).

WHEREAS, the State of Michigan Department of Environmental Quality through its Waste Management Division granted the County money to construct and operate a Material Recovery Facility; and

WHEREAS, the County and the Village desire to enter into an agreement for the location of said facility on Village property; and

WHEREAS, the County and the Village desire to enter into an agreement providing for the operation of the facility for the benefit of both the County and the Village.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained herein the parties agree as follows;

Section 1. NAME

The facility is known as the Tuscola County Recycling Center and Material Recovery Facility (MRF).

Section 2. LOCATION

The MRF shall be location on the real property owned by the Village and leased to the County in the Northwest ¼ of Section 11, Town 12 North, Range 9 East, Indianfields Township, Tuscola County, Michigan.

Section 3. COUNTY DUTIES AND AUTHORITY

- A. The County shall be responsible for administering and implementing the Solid Waste Alternatives Grant Contract with the Michigan Department of Environmental Quality through December 31, 2006 as referred to above.
- B. The County shall have title to all of the property hereinafter acquired (not to include leased property) by MRF including personnel and/or real property.
- C. The County shall enter into a lease for real property owned by the Village referred to above for a period of ten (10) years, a copy of which is attached hereto and incorporated herein by reference.
- D. The County Board of Commissioners has appointed a Recycling Authority Committee, which is responsible for overseeing the operation of the MRF.
- E. The County shall have authority for establishing a budget for the MRF operations and shall maintain its own accounting system.

- F. All employees at the MRF shall be employees of the County. The County may also contract with other persons or entities to provide service for the MRF as deemed necessary. All employees and or subcontractors shall be subject to the rules and procedures of the County as in such cases made and provided. The sole discretion of whether or not to hire personnel or contract for services for the MRF shall be with the County.
- G. The MRF Recycling Coordinator shall be staff to the Solid Waste Planning Committee and will report to the Board of Commissioners and Recycling Authority Committee through the County Controller as needed.
- H. All revenues generated through the MRF operations shall be the property of the County and may be used at the discretion of the County Board of Commissioners for the MRF operations.

Section 4. VILLAGE DUTIES AND AUTHORITY

- A. The Village shall enter into a lease with the County. A copy of said lease agreement is attached hereto and incorporated herein by reference.
- B. The Village shall maintain the floor drain located within the building.
- C. The Village shall provide assistance with heavy equipment as needed.

Section 5. HEADINGS

The headings of the Sections of this agreement are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this agreement.

Section 6. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

Section 7. NOTICES

Any notice required or permitted to be given under this agreement shall be deemed properly given if in writing and delivered to the entities or their principle office as set forth above.

Section 8. ENTIRE AGREEMENT

This instrument and incorporated Lease contain the entire agreement of the parties relating to the subject matter and may not be waived, changed, modified, extended or discharged orally but only by agreement in writing signed by both parties.

Section 9. INVALIDITY

If any provision of this agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable as written, such provision shall be reformed by the court to the extent, but only to such extent as necessary to make the provision enforceable. Any provision which cannot be so reformed shall be deemed servable and shall not affect the validity and enforceability of any other provision.

Section 10. LENGTH OF AGREEMENT

The term of this agreement shall be for ten (10) years commencing on the date hereof and continuing thereafter for a period of ten (10) years unless terminated earlier through termination of the Lease or by agreement of the parties.

Section 11. CERTIFICATION

The person signing on behalf of the respective parties to this agreement certify that they are duly authorized to sign the agreement on behalf of the entity they represent.

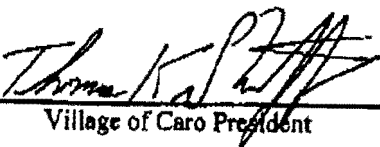
IN WITNESS WHEREOF, the parties hereto have fully executed this agreement on the days and year first above written;

**COUNTY OF TUSCOLA
Tuscola County Board of Commissioners**



Board of Commissioners Chairperson

VILLAGE OF CARO



Village of Caro President

DATED: _____

Kate Neese

From: "Doug Van Essen" <dwv@silvervanessen.com>
To: "Mike Hoagland" <mhoagland@tuscolacounty.org>; "Kate Neese" <recycle@tuscolacounty.org>
Sent: Tuesday, December 06, 2005 5:59 PM
Attach: December 6, 2005 Letter to Board on Carol MRF.doc; LEASE post dwv.doc; AGREEMENT FOR THE OPERATION OF THE TUSCOLA.doc
Subject: RE: MRF Agreement

Mike: Here's my opinion letter approving and the two documents with only very minor changes that should be acceptable to the Village and that are explained in my letter. Sorry this took so long. --Doug

Douglas W. Van Essen
Silver & Van Essen, P.C.
116 Ottawa N.W.
Grand Rapids, MI. 49503
(616) 988-5600
(616) 988-5606 (fax)
dwv@silvervanessen.com
Web Page: www.silvervanessen.com

THIS TRANSMISSION MAY CONTAIN CONFIDENTIAL AND/OR PRIVILEGED MATERIAL.

-----Original Message-----

From: Mike Hoagland [mailto:mhoagland@tuscolacounty.org]
Sent: Wednesday, November 09, 2005 4:41 PM
To: Kate Neese; Doug Vanessen (Doug Vanessen)
Subject: FW: MRF Agreement

From: Phillip S. Vawter [mailto:caromanager@centurytel.net]
Sent: Wednesday, November 09, 2005 1:53 PM
To: Mike Hoagland
Subject: MRF Agreement

Mike:

Sorry about the delay in completing review of the MRF Agreements between the Village and County. I have reviewed the proposed agreements with Tom Striffler and offer the following for your consideration:

Lease Agreement

- Include provision allowing the Village to terminate the lease with prior notice (six months for example).

Operation Agreement

Related to Village Duties:

- Eliminate Section 4 (A). According to Center staff, the County is budgeting for collection and disposal of non-recyclable waste.

- The Village will continue to maintain the floor drain (4B). Also, the Village will continue to help crush the glass recyclables every two or three months (4 C).

If these modifications are acceptable, please make the changes and provide revised agreements. The remaining Council meetings for the year are November 21 and December 5 and 19.

If you have questions, please let me know.

Phil Vawter
Village Manager

**AGREEMENT FOR THE OPERATION OF THE TUSCOLA
COUNTY MATERIAL RECOVERY FACILITY**

This agreement made and entered into this ____ day of ____, 2005 between the Tuscola Board of Commissioners (County) and the Village of Caro (Village).

WHEREAS, the State of Michigan Department of Environmental Quality through its Waste Management Division granted the County money to construct and operate a Material Recovery Facility; and

WHEREAS, the County and the Village desire to enter into an agreement for the location of said facility on Village property; and

WHEREAS, the County and the Village desire to enter into an agreement providing for the operation of the facility for the benefit of both the County and the Village.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained herein the parties agree as follows;

Section 1. NAME

The facility is known as the Tuscola County Recycling Center and Material Recovery Facility (MRF).

Section 2. LOCATION

The MRF shall be location on the real property owned by the Village and leased to the County in the Northwest ¼ of Section 11, Town 12 North, Range 9 East, Indianfields Township, Tuscola County, Michigan.

Section 3. COUNTY DUTIES AND AUTHORITY

- A. The County shall be responsible for administering and implementing the Solid Waste Alternatives Grant Contract with the Michigan Department of Environmental Quality through December 31, 2006 as referred to above.
- B. The County shall have title to all of the property hereinafter acquired (not to include leased property) by MRF including personnel and/or real property.
- C. The County shall enter into a lease for real property owned by the Village referred to above for a period of ten (10) years, a copy of which is attached hereto and incorporated herein by reference.
- D. The County Board of Commissioners has appointed a Recycling Authority Committee, which is responsible for overseeing the operation of the MRF.
- E. The County shall have authority for establishing a budget for the MRF operations and shall maintain its own accounting system.

- F. All employees at the MRF shall be employees of the County. The County may also contract with other persons or entities to provide service for the MRF as deemed necessary. All employees and or subcontractors shall be subject to the rules and procedures of the County as in such cases made and provided. The sole discretion of whether or not to hire personnel or contract for services for the MRF shall be with the County.
- G. The MRF Recycling Coordinator shall be staff to the Solid Waste Planning Committee and will report to the Board of Commissioners and Recycling Authority Committee through the County Controller as needed.
- H. All revenues generated through the MRF operations shall be the property of the County and may be used at the discretion of the County Board of Commissioners for the MRF operations.

Section 4. VILLAGE DUTIES AND AUTHORITY

- A. The Village shall enter into a lease with the County. A copy of said lease agreement is attached hereto and incorporated herein by reference.
- B. The Village shall maintain the floor drain located within the building.
- C. The Village shall provide assistance with heavy equipment as needed.

Section 5. HEADINGS

The headings of the Sections of this agreement are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this agreement.

Section 6. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

Section 7. NOTICES

Any notice required or permitted to be given under this agreement shall be deemed properly given if in writing and delivered to the entities or their principle office as set forth above.

Section 8. ENTIRE AGREEMENT

This instrument and incorporated Lease contain the entire agreement of the parties relating to the subject matter and may not be waived, changed, modified, extended or discharged orally but only by agreement in writing signed by both parties.

Section 9. INVALIDITY

If any provision of this agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable as written, such provision shall be reformed by the court to the extent, but only to such extent as necessary to make the provision enforceable. Any provision which cannot be so reformed shall be deemed servable and shall not affect the validity and enforceability of any other provision.

Section 10. LENGTH OF AGREEMENT

The term of this agreement shall be for ten (10) years commencing on the date hereof and continuing thereafter for a period of ten (10) years unless terminated earlier through termination of the Lease or by agreement of the parties.

Section 11. CERTIFICATION

The person signing on behalf of the respective parties to this agreement certify that they are duly authorized to sign the agreement on behalf of the entity they represent.

IN WITNESS WHEREOF, the parties hereto have fully executed this agreement on the days and year first above written;

**COUNTY OF TUSCOLA
Tuscola County Board of Commissioners**

Board of Commissioners Chairperson

VILLAGE OF CARO

Village of Caro President

DATED: _____

LEASE

This lease agreement made the _____ day of _____, 2005 between the **VILLAGE OF CARO (LESSOR)** and **TUSCOLA COUNTY (LESSEE)**;

WHEREAS the Village is the owner of real property described as commencing at the Southwest corner of the Northwest ¼, of the Northwest ¼, of Section 11, Town 12 North, Range 9 East, Indianfields Township, Tuscola County, Michigan; thence East 300 feet; thence North 300 feet; thence West 300 feet to the West line of said Section; thence South to the point of beginning of this description; and

WHEREAS Lessee desires to lease said premises from the Lessor for the purpose of operating a Material Recovery Facility;

Now therefore in consideration for the mutual covenants and consideration, receipt of which is acknowledged, Lessor and Lessee agree as follows;

1. Lessee shall lease the above-described property commonly known as 1123 Mertz Road, Caro, Michigan for the term of ten (10) years from and after the date hereof.
2. Lessee shall not resign or transfer this lease nor sublet said premises or any part thereof without the written consent of Lessor.
3. Lessee shall at its own expense during the continuation of this lease keep said premises and every part thereof in as good of repair as when accepted and at the expiration of the term, yield and deliver the same in like condition as when it was taken, reasonable use and wear thereof and damage by elements expected.
4. Lessee shall pay One (\$1.00) Dollar per year to Lessor as rent for said premises during the term of this lease.
5. Upon payment of the rent set forth above, Lessee shall be entitled to the exclusive right to the use and privilege of the leased premises for the term set forth herein.
6. Lessor or Lessee has the right to terminate said lease with six months prior written notice to the other.

WITNESS our hands and seal the date above written.

COUNTY OF TUSCOLA
Tuscola County Board of Commissioners

County Controller

Board of Commissioners Chairperson

VILLAGE OF CARO

Village Clerk

Village President

LEASE

This lease agreement made the _____ day of _____, 2005 between the **VILLAGE OF CARO (LESSOR)** and **TUSCOLA COUNTY (LESSEE)**:

WHEREAS the Village is the owner of real property described as commencing at the Southwest corner of the Northwest ¼, of the Northwest ¼, of Section 11, Town 12 North, Range 9 East, Indianfields Township, Tuscola County, Michigan; thence East 300 feet; thence North 300 feet; thence West 300 feet to the West line of said Section; thence South to the point of beginning of this description; and

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3. Lessee shall at its own expense during the continuation of this lease keep said premises and every part thereof in as good of repair as when accepted and at the expiration of the term, yield and deliver the same in like condition as when it was taken, reasonable use and wear thereof and damage by elements expected.
4. Lessee shall pay One (\$1.00) Dollar per year to Lessor as rent for said premises during the term of this lease.
5. Upon payment of the rent set forth above, Lessee shall be entitled to the exclusive right to the use and privilege of the leased premises for the term set forth herein.
6. Lessor or Lessee has the right to terminate said lease with six months prior written notice to the other.

WITNESS our hands and seal the date above written.

COUNTY OF TUSCOLA
Tuscola County Board of Commissioners

County Controller

Board of Commissioners Chairperson

VILLAGE OF CARO

Village Clerk

Village President

SILVER & VAN ESSEN, P.C.

[Electronic Letterhead]

116 Ottawa N.W.

Grand Rapids, Michigan 49503

(616) 988-5600

(616) 988-5606 (fax)

e-mail address: dwv@silvervanessen.com

December 7, 2005

CONFIDENTIAL

Tuscola County Board of
Commissioners
c/o Mr. Michael Hoagland
207 East Grant Street
Caro, Michigan 48723

Re: Village of Caro Recycling Lease and Agreement

Dear Commissioners:

Attached you will find a revised Lease and Operational Agreement for the MRF at the Village of Caro's facility. We approve the form of this Lease and Operational Agreement. The only changes suggested by the Village were to delete its obligation to pay for collection and disposal of non-recyclables and the ability to terminate the lease on six months notice.

We understand that these changes are acceptable to the County. To facilitate them, we added language that either party, including the County, can terminate the Lease upon six months, written notice. We then coordinated the Operational Agreement so that it terminated if the Lease was terminated. We also adjusted the "merger" clause in the Operational Agreement so that it acknowledged the Lease. The Operational Agreement removes the obligation to pay for nonrecyclables. These changes should be acceptable to the Village and, as noted above, the documents pass our legal review.

This letter is exempt from disclosure under the Freedom of Information Act. Any discussion of the contents may be held in closed session pursuant to Section 8(h) of the Open Meetings Act, which exempts discussion of material exempt from disclosure under the Freedom of Information Act.

Very truly yours,
SILVER & VAN ESSEN, P.C.



Douglas W. Van Essen

DWV /jg
Encl.



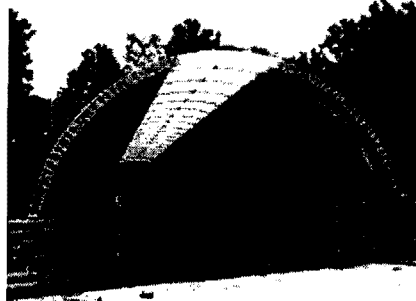
TEK SUPPLY

1440 Field of Dreams Way Dyersville, IA 52040
 1.800.835.7877 or [Contact Us](#)
www.teksupply.com

ClearSpan Pony Wall Poly Building 20'W x 16'H x 48'L Item# PB00824R4G

The potential for these hoop buildings is limited only by your imagination. Ideal for boat storage, hay, grain, sand, salt, livestock production, truck and tractor garage, composting and much more!

- Pony wall buildings are intended for use on wood posts or on a foundation wall.
- Compare our price to the \$30-\$40,000 cost of a metal or wood building.
- Can be built on any surface in just a few days.
- Built-in 6' wide skylight lets the sun shine in.
- Premium silver/grey 12.5 oz. cover reflects light, keeping the building cool in the summer, and comes with a 15 year warranty.
- Buildings are sold without end panels, but can be equipped with ends, roll-up sides and can be insulated with TekFoil™.
- 14 gauge Allied Gatorshield® structural steel tubing.
- Height of building includes 4' of pony wall (not included).
- All pony wall buildings come complete with heavy-duty mounting feet that have pre-drilled fastening holes.



[ZOOM IMAGE](#)

[Click here for more images.](#)

Please Note: If this building will be used in a heavy snowfall region, we recommend upgrading to a 3 ft. rafter spacing. Buildings do not include ground anchoring systems. Please see accessories listed below.

Our Price: \$3,569.00 / EA

Product Specifications

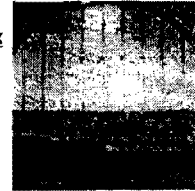
Weight	1398.000
Availability	Manufactured Product - Available in 8 days
Width	20'
Height	16' On 4' Wall
Length	48'
Cover Material Weight	12.5 ounce
Skylight	6'
End Frame	Optional
Frame Material	Allied Gatorshield® Steel
Pipe Gauge	14
Pipe Diameter	1.66"
Rafter Spacing	4'
Cover Material Warranty	15 year
Instructions	Instructions (PDF Format)
Warranty	Warranty Document

Recommended Accessories

May we also recommend

[ClearSpan End Frame Kit - 20'W x 16'H](#)

\$549.00
[More Info](#)



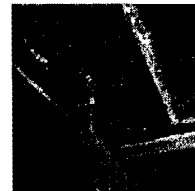
[Plyco Insulated Door - 36" x 80" Standard](#)

\$311.00
[More Info](#)



[TekFoil Foil/Bubble Bubble/Foil 8' x 125'](#)

\$434.12
[More Info](#)



[Trac-Rite Heavy Duty Steel Roll-Up Door - 8'W x 8'H](#)

\$569.00
[More Info](#)



[ClearSpan Freestanding Poly Building 20'W x 12'H x 48'L](#)

\$3,569.00



TEK SUPPLY

1440 Field of Dreams Way Dyersville, IA 52040
 1.800.835.7877 or [Contact Us](#)
www.teksupply.com

ClearSpan End Frame Kit - 20'W x 16'H
 Item# 106627

Customize your building! Steel End Frames are constructed from Allied Gatorshield® structural steel square tubing. When not utilizing an End Frame Kit, please remember to purchase necessary conduit.

Our Price: \$549.00 / EA

Product Specifications

Weight	316.000
Availability	Manufactured Product - Available in 8 days
Width	20'
End Frame Material	Allied Gatorshield® Steel
Roll-Up Doors	1
Height	16'
Instructions	Instructions (PDF Format)



ZOOM IMAGE

[Click here for more images.](#)

Recommended Accessories



Prehung Insulated Entry Door 36"W x 80"H
\$259.00



ClearSpan Fabric End Panel - 20'W x 16'H
\$409.00



Trac-Rite Heavy Duty Steel Roll-Up Door - 8'W x 8'H
\$569.00

May we also recommend

ClearSpan Pony Wall Poly Building 20'W x 16'H x 24'L
\$2,149.00
[More Info](#)



ClearSpan Pony Wall Poly Building 20'W x 16'H x 38'L
\$2,849.00
[More Info](#)



ClearSpan Pony Wall Poly Building 20'W x 16'H x 48'L
\$3,569.00
[More Info](#)



TEK SUPPLY

1440 Field of Dreams Way Dyersville, IA 52040
 1.800.835.7877 or Contact Us
www.teksupply.com

Trac-Rite Heavy Duty Steel Roll-Up Door - 10'W x 10'H Item# 107171

Strong, smooth and quiet. These Trac-Rite® Doors are ideal for agricultural, commercial, industrial and residential use.

- The perfect replacement for your old wooden, metal or fabric door.
- Solid 26 gauge, grade 80 rigid-rib galvanized steel, factory seamed, corrugated door has a siliconized polyester finish.
- 12 gauge, zinc-coated door stops are mounted to brackets for increased strength and safety.
- 18 gauge zinc-coated steel guides, with polypropylene runners, allow doors to roll easily.
- Sealed bearings offer a smooth and quiet operation.
- Exterior latch is made from cast zinc alloy and is rust resistant. Slide bar features magnetic properties for use with security system switches.
- Minimal back room requirements.
- Weather seal kit provides protection from wind and corrosion, as well as eliminating dust infiltration.
- Powder-coated, zinc-plated exterior handle and molded plastic pull rope handle offer convenient opening and closing.
- Easy to install. Little to no maintenance.
- Supported by 30/25-year paint, 3-year material and 10-year EP3 spring warranties.
- EP3 spring technology halts damaging corrosion at military approved levels.
- Add a ZAP, compact-design, space saving door opener. Opener and accessories sold separately.

Our Price: \$799.00 / EA

Product Specifications

Weight	285.000
Availability	Available in 8 days
Size	10'W x 10'H

Recommended Accessories



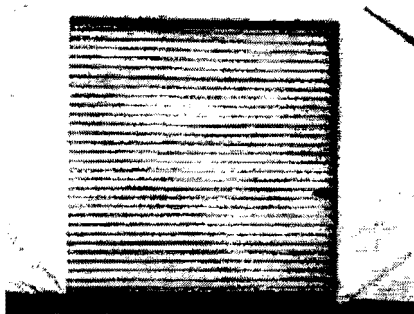
ZAP Roll-up Door Opener
\$619.00



Door Opener Motor Cover
\$55.00



Wireless Keypad & Receiver
\$129.00



ZOOM IMAGE

[Click here for more images.](#)

May we also recommend

Remote Package

\$115.00

[More Info](#)



Prehung Insulated Entry Door 36"W x 80"H

\$259.00

[More Info](#)



Trac-Rite Premium Heavy Duty Steel Roll Up Door - 12'W x 14'H

\$1,359.00

[More Info](#)





Energy Efficiency & Conservation Block Grant Informational Meeting
Wednesday August 12th

Kathy Tenwolde – East Central Michigan Council of Government,
Mike Hoagland; Tuscola County Controller/Administrator,
Mike Miller; Tuscola County Building & Grounds Director
& Kate Neese; Tuscola County Recycling Coordinator

Ms. Tenwolde briefed us on the availability of an upcoming grant available to all EMCOG counties, townships and cities (villages are excluded). This is Federal Stimulus money coming from the Department of Energy. The purpose of these grant funds is to reduce fossil fuel emissions, reduce total energy use within those communities and improve energy efficiency.

Important Timelines & Information:

- Request for Proposals will go out sometime between late August and early September.
- Entities will have 30 days to submit their proposals.
- Approved projects must be completed within 12 months of award date.
- Total State Fund Dollar Distribution is \$76.6 Million dollars but grants funds are determined by 2007 Census data. Example – if Tuscola County applies by itself it is eligible for over \$175,000.00 in total funds.
- State is looking for collaboration between entities and also wants leverage (as in rebates, additional grant funding, etc). The more entities that collaborate together, the more grant money available.
- Recommended using the Michigan Green Communities Challenge as a leverage tool – Ms. Tenwolde provided a Sample Resolution and the Intention & Progress Survey.
- Projects must be “shovel ready” – Tuscola County’s advantage is that Energy Studies have already been completed for the Courthouse & Health Department buildings.
- Need to begin brainstorming on project list now.

An additional meeting has been set for Tuesday August 25th at 1:30pm at the West Branch MSU Extension Office.

Energy Efficiency & Conservation (EEC) Block Grant
Program Overview

For
Non-entitlement Counties, Townships, Cities

Purpose:

- Reduce fossil fuel emissions
- Reduce total energy use within those communities
- Improve energy efficiency in **Building – Transportation – Other Appropriate**

Goals:

- **Broaden Education, Awareness and Value of Energy Efficiency & Conservation** statewide
- **Initiate cost effective energy efficiency upgrades in 900 local government buildings;** up to 10% may include renewable energy generation
- Provide 20-40 (LED) demonstration projects
(LED includes both entitlement and non-entitlement)

Who:

- All EMCOG counties, townships, cities (no villages)
- Statewide approx. 1,750 communities are eligible for approx. 115 grants
- This is why **COLLABORATION** is important.

When:

- Feds will approve state plan and RFPs will go out sometime between **late August and early Sept.**
- There will be **only 30 days** between RFP announcement and submittal deadline
- **Half will be awarded in October** – the other half will be awarded sometime during the spring
- Projects **MUST be completed with 12 months** of award date.
- These are reimbursable grant monies (can invoice monthly or sooner)

Total State Fund Dollar Distribution: \$76.6 million

- **\$19.6 million allocated to the state for non-entitlement communities**
 - **\$15.48 million (79%) to non-entitlements via competitive grants**
 - **\$1.96 million (10%) to ALL communities for LED demo projects**
 - \$196,000 (1%) for non-profit competitive grants to provide technical assistance to the grantees. (not now)
 - \$1.96 million (10%) for State administration

General Requirements:

- Complete a **National Environmental Policy Act** questionnaire for EACH site submitted
- **SHIPO** is required to review all building-related projects
- Prevailing wage rates and “Buy American” stipulations apply.

EECBG Grants

- **Multi-purpose grants:** non-entitlement applicants only
- **Light Emitting Diode/solid state lighting (LED) demonstration grants :**
 - Both entitlement and non-entitlements

Options:

- **Submit for either or BOTH**
- **Submit as a single or multi-jurisdictional applicant**

Multi-purpose Grants:

Eligible Activities;

- Develop/implement energy efficiency strategy or hire technical consultant to develop one
- Residential/commercial building audits
- Financial incentive programs for energy improvements
- Provide grants for energy efficiency building retrofits to nonprofit organizations and government agencies
- EE and conservation programs for buildings and facilities
- Develop/implement energy efficiency transportation programs
- Train building code officials on state energy codes: promote EE/C through increased inspections programs
- EE energy distribution technologies
- Material conservation programs
- Reduce, capture, use methane & greenhouse gases generated by landfills and similar sources
- EE traffic signals, street lighting
- Renewable energy technologies on government buildings

Funding levels – see insert pages

Limitations:

- **10% of multi-use grants can be used for administrative**
- **Up to 20% of grant funds can be used to establish a revolving loan fund for eligible EECBG activities**

LED Grants:

Eligible Activities:

- Street lighting
- Traffic signals
- Parking structures/parking lots
- Indoor lighting

Required component: Public information/education/demonstration

Funding levels:

- **\$50,000-%250,000**
- **Grants will cover 90% of equipment costs**
- **Grantee covers 10% of equipment costs, plus all labor, training, educational costs**

Selection Criteria:

- **Energy savings and Cost effectiveness**
- **Job creation and retention**
- **Reduction of greenhouse gases**
- **Strength of project/program management and implementation plans**
- **Is project “shovel ready”?**
- **Leveraging additional dollars**

Improving Your Funding Odds:

- **Draft your proposals NOW**, including
 - **COSTS and SAVINGS** estimates
 - Share with key stakeholders
- **Identify any collaboration** interests from other jurisdictions

- **Leveraging:**
 - **Identify leverage funding sources and secure commitments**
 - No match required – but leveraging is very important
 - Should include a brief strategy or plan for attracting additional resources for long-term energy or conservation activities.
 - Examples include:
 - Change in operational policy
 - Support for a community volunteer program
 - Commitment of public or private funds or in-kind resources
 - Michigan Leveraging Opportunities:
 - Michigan Green Communities Challenge:
 - MML program for ALL governments
 - Energy Optimization Plans
 - Utility efficiency services for ALL sectors
 - Low Income/Energy Efficiency Fund programs
 - MI Public Services Comm. Program for schools and governments
 - Michigan Saves Program
 - Developing a pilot program that will allow repayment of energy efficiency/renewable energy investments through utility bill payments.

NOTE: State looking for the words **collaboration and leverage a good 5 times** in applications.

- **Secure required permits and environmental reviews** for any activities not listed.
- Additional Technical Assistance Services: Ongoing State Energy Office programs
 - Rebuild MI and RETAP for building projects
 - Clean Cities for renewable energy, green building materials, recycling, etc.

**For more information call East MI Council of Government: Kathleen TenWolde:
989-754-2486 or ktenwolde@juno.com**

EECBG Multi-purpose Grants

Funding Levels for Cities & Townships

(Guideline for single applicants)

<u>Population</u>	<u>Grant Amount</u>
0-5,000	\$ 50,000
9,500	\$ 70,000
14,000	\$ 85,000
19,000	\$100,000
24,000	\$115,000
30,000	\$130,000
34,999	\$140,000



EECBG Multipurpose Grant

Funding Levels for Counties*

(Guideline for single applicants)

<u>Population</u>	<u>Grant Amount</u>
5,000 - 10,000	\$50,000 - \$75,000
25,000	\$120,000
45,000	\$175,000
70,000	\$275,000
100,000	\$400,000
135,000	\$540,000
163,000	\$650,000

* Less entitlement community and tribal populations in the county



EECBG Multi-Jurisdictional Grants

Funding for Multi-jurisdictional Applicants

(Guideline for multiple small jurisdictions filing a joint proposal)

<u>Population</u>	<u>Grant Amount</u>	<u>Population</u>	<u>Grant Amount</u>
0 – 5,000	\$50,000	58,000	\$232,000
9,500	\$70,000	66,000	\$264,000
14,000	\$85,000	74,000	\$296,000
19,000	\$100,000	83,000	\$332,000
24,000	\$115,000	92,000	\$368,000
30,000	\$130,000	100,000	\$400,000
36,000	\$145,000	135,000	\$540,000
43,000	\$172,000	163,000	\$650,000
50,000	\$200,000		



EMCOG

2007 US Census Bureau County Population Estimates

(ONLY population estimates that will be accepted)

Arenac	16,552
Clare	30,680
Gladwin	26,187
Gratiot	42,288
Iosco	26,197
Isabella	66,790
Ogemaw	21,246
Roscommon	25,406
Tuscola	56,683
TOTAL	312,029

Released: March 19, 2009

Michigan Green Communities Challenge:

- **ANY member of MML, MAC and MTA may apply.**
- **All members of the Michigan Municipal League who enroll before August 15, 2009, will receive recognition at the Leagues's Annual Convention, Sept. 22-25, 2009.**
- **Upon enrollment a community will receive additional materials designed to assist the completion of the Challenge.**

An Energy Efficiency and Conservation Strategy

Step 1

- **Obtain Organizational Support (resolution): template available**
- **Complete the Intention and Progress Survey: (copy available)**

Step 2

Assign responsibility

Step 3

Collect all energy data for governmental operations
EPA Energy Star Challenge – **Portfolio Manager ***

Step 4

Assess situation and ID gaps

Step 5

Develop: Goals and Activities: Planning for the future

- **21st Century Mission Statement: Investment in EE&C is an important element of economic development – achieve community stability – improve quality of life**
- **Strategy Plan**

Step 6 Measure Performance and Quality Results

- ***Portfolio Manager: What it can do....**
- **Manage energy and water consumption for all buildings**
- **Rate your building's energy performance**
- **Set investment priorities**
- **Verify and track progress of improvement projects**
- **Gain EPA Energy Star recognition**

MICHIGAN GREEN COMMUNITIES CHALLENGE

ATTACHMENT A - Sample Resolution

Whereas:

The _____ of _____ wants to emphasize the benefits of energy efficiency and conservation;

The _____ of _____ wants to demonstrate that energy efficiency and conservation practices can be applied to the daily governmental operations and to infrastructure projects;

The _____ of _____ seeks to find methods of service delivery and operations that conserve energy and resources, saving taxpayer dollars and protecting and preserving the environment;

The _____ of _____ recognizes that sound energy efficiency and conservation practices can reduce government costs over the long-term;

The _____ of _____ will lead by example to show the practicality and effectiveness of these practices; and

The _____ of _____ seeks to encourage its citizens and businesses to initiate stewardship activities that benefit the environment and their community;

ACCORDINGLY, IT IS RESOLVED THAT THE _____ of _____
_____ accepts the Michigan Green Communities Challenge and
pledges to work toward achieving the goals of the *Basic Challenge* over the next
three years.

Adopted by the _____ of _____ this _____
_____ (date).

CONTACT INFORMATION:

Michigan Municipal League in collaboration with the Bureau of Energy Systems / State of Michigan
1675 GREEN ROAD, P.O. BOX 1487, ANN ARBOR, MI 48106-1487
PHONE: 734-662-3246 FAX: 734-662-8083

MICHIGAN GREEN COMMUNITIES CHALLENGE
ATTACHMENT B - Intention and Progress Survey

In order to enroll in the Michigan Green Communities Challenge, please return this form by fax to 734-662-8083 or go online to www.mml.org and complete the online version.

The (city/township/village) of _____ accepts the Michigan Green Communities Challenge.

Name _____
Title _____
Email _____
Phone _____
Fax _____

Basic Challenge
Have you. . .

1. Formally adopted a support resolution of your governing board?
_____ Yes, date: _____ _____ Not yet
2. Assigned responsibility for energy policies and practices within the municipality?
_____ Yes, date: _____ _____ Not yet
3. Collected data to establish a baseline for energy usage for governmental operations?
_____ Yes, date: _____ _____ Not yet
4. Assessed data and identified gaps in governmental operations?
_____ Yes, date: _____ _____ Not yet
5. Developed goals and activities?
_____ Yes, date: _____ _____ Not yet
6. Measured outcomes?
_____ Yes, date: _____ _____ Not yet

If there is someone in your community who would be available as a green resource to other communities, please give us his/her contact information.

Name _____
Title _____
Email _____
Phone _____

CONTACT INFORMATION:

Michigan Municipal League in collaboration with the Bureau of Energy Systems / State of Michigan
1675 GREEN ROAD, P.O. BOX 1487, ANN ARBOR, MI 48106-1487
PHONE: 734-662-3246 FAX: 734-662-8083

950 Athletic
Vassar, MI 48768

August 11, 2009

Mr. Jerry Peterson
Chairman Tuscola County
Board of Commissioners
207 E. Grant St.
Caro, MI 48723

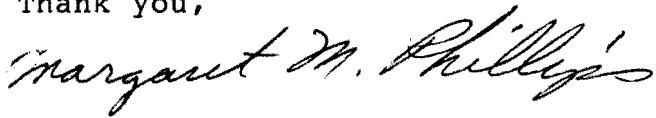
Dear Mr. Peterson,

We are requesting use of the Tuscola County Courthouse Front Lawn and Steps for a Freedom Festival on Saturday, September 12 from 1 to 3 p.m.

When I spoke to the Extension Office today, I was told the Farmer's Market use the 1/2 of the courtgrounds closest to the Mattress Company from 8 a.m. til 1 p.m.

Please contact me at 1-989-823-9297 with any questions or need for more information. Please mail the formal answer to my home address..

Thank you,



Margaret M. Phillips, Western Thumb TeaParty Group
950 Athletic,
Vassar, MI 48768