



TUSCOLA COUNTY

Committee of the Whole

MEETING AGENDA

Monday, January 8, 2024 – 8:00 AM

H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723

Public may participate in the meeting electronically:
Join by phone: (US) +1 929-276-1248 PIN:112 203 398#
Join by Hangouts Meeting ID: meet.google.com/mih-jntr-jya

8:00 AM Call to Order - Vice-Chairperson Bardwell
Roll Call - Clerk Fetting

Page

New Business

1. Mosquito Abatement Re-fill Vacant Positions - Larry Zapfe, Mosquito Abatement Director 3
[Mosquito Abatement Re-fill Vacant Positions](#)
2. Agreement for Enforcement Services - Arbela Township 4 - 11
[Agreement for Enforcement Services-Arbela Township](#)
3. Materials Management Planning - Mike Miller, Buildings and Grounds Director/Recycling Director 12 - 15
[2023-12-20 Materials Management Plan Information for County Commissioners, Executives](#)
[Materials Management Planning Initiation Process](#)
4. Potential Resolution for the Cass City Chronicle - Commissioner Thomas Young

Old Business

Finance/Technology

Committee Leader **Commissioner Young** and Commissioner Koch

Primary Finance/Technology

On-Going and Other Finance

On-Going and Other Technology

Building and Grounds

Committee Leader **Commissioner Koch** and Commissioner Lutz

Primary Building and Grounds

On-Going and Other Building and Grounds

Personnel

Committee Leader **Commissioner Bardwell** and Commissioner Vaughan

Primary Personnel

1. COBRA Vendor Recommended Changes - Shelly Lutz, Human Resource Director
[Potential Changes in the Cobra Vendor](#)

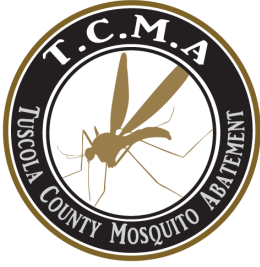
16

On-Going and Other Personnel

Other Business as Necessary

Public Comment Period

Adjournment



TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive
Caro, Michigan 48723-9291
989-672-3748 Phone ~ 989-672-3724 Fax
Larry Zapfe, Director

To: Tuscola County Board of Commissioners,
Clayette Zechmeister-County Controller/Administrator

From: Larry Zapfe, Director

Date: January 08, 2024

Re: Request to fill vacant full time Biologist position and full time Administrative Assistant position.

Due to current Biologist, Shyann Green, leaving the department to pursue another career opportunity, I would like to respectfully request that Administrative Assistant, Laura Hill, be promoted to department biologist effective January 15, 2024, at the starting step 1 pay of \$22.19 per hour. Laura has successfully completed all of the necessary requirements and training under the supervision of myself and former Biologist Green.

Furthermore, I would like to respectfully request seasonal Office Clerk, Bonnie Fackler, be promoted to fill the position of full time Administrative Assistant, starting at step 1 pay of \$18.85 per hour, pending the results of a background check and physical. This full time position would be vacated by Laura Hill, pending board approval of her promotion to department biologist.

Thank you for your time and consideration.

Respectfully,

Larry Zapfe, Director



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

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

FY- 2024, 2025 & 2024

AGREEMENT FOR ENFORCEMENT SERVICES

TUSCOLA COUNTY SHERIFF

Township of Arbela

1 OFFICER

THIS AGREEMENT, made and entered into on this first day of January, 2024 by and between the SHERIFF of the County of Tuscola, Michigan, hereafter called the "SHERIFF", and the Township of Arbela, Tuscola County, Michigan, hereafter called the "TOWNSHIP".

WHEREAS, the TOWNSHIP is authorized and empowered under the provisions of Act 246 of the Public Acts of 1945, as amended, (MCLA 41.181 et seq) to employ and establish a police department with full power to enforce Township Ordinances and state laws and for that purpose to call upon the SHERIFF to provide special police protection for the TOWNSHIP; and

WHEREAS, the TOWNSHIP has by resolution appropriated funds to provide special police protection for the TOWNSHIP; and

WHEREAS, the TOWNSHIP desires to employ and establish a police department with full power to enforce Township Ordinances and state laws and desires to call upon the SHERIFF to provide special police protection for the TOWNSHIP and enforce local Township Ordinances; and

WHEREAS, the SHERIFF is agreeable to rendering such services on the terms and conditions hereinafter set forth.

Now therefore the parties agree:

ARTICLE I

THE SHERIFF SHALL PROVIDE:

1. One officer, deputy sheriff, forty hours of duty in the TOWNSHIP each week for 52 weeks of the year and necessary overtime as hereinafter set forth, less the officer's approved annual vacation leave, compensatory time, personal business day (s), compensation days, and sick leave. Hours of regular duty shall be at such time as shall be agreed to by the SHERIFF and the TOWNSHIP from time to time. The hours of duty shall commence and end at the offices of the Township of Arbela.



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ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2024, 2025 & 2026)

2. The SHERIFF's obligation to provide one officer to the TOWNSHIP under paragraph 1 above is conditioned upon the SHERIFF having acceptable staffing levels of road patrol officers available. If the number of available road patrol officers falls below acceptable staffing levels, the SHERIFF may reassign the officer assigned to the TOWNSHIP to a regular road patrol schedule until such time as staffing returns to acceptable levels. The SHERIFF, in his sole discretion, shall determine acceptable staffing levels. The SHERIFF shall notify the TOWNSHIP of any reassignment pursuant to this provision in a timely manner.
3. The officer on duty as provided herein shall be under the jurisdiction of and solely responsible to the SHERIFF. The officer provided under the terms of this agreement are not and shall never be employees of the TOWNSHIP. The rendition of services, the standards of performance, discipline of officer, and other matters incident to the performance of such services and the control of personnel so employed shall be at the sole discretion and in the sole control of the SHERIFF. The Supervisor of the TOWNSHIP shall at all times speak for the TOWNSHIP on all matters pertaining to this agreement. Any comments, complaints, or recommendation shall be made directly to the SHERIFF by the Supervisor of the TOWNSHIP only. In the event of a substantial difference of opinion between the SHERIFF and which cannot be resolved either party may terminate this agreement on sixty days' notice.
4. The SHERIFF shall enforce all Township Ordinances of the TOWNSHIP of Arbelá and statutes of the State of Michigan in the corporate limits of the TOWNSHIP of Arbelá. The services to be performed by the SHERIFF pursuant to this agreement shall be in addition to the law enforcement presently performed in the TOWNSHIP by the SHERIFF.
5. The SHERIFF shall provide all necessary supervision, dispatching, report material, weapons, arms and armaments, uniforms, police type equipment, restraints and restraining equipment, guarding and transportation of criminals and suspects, and any other items or equipment necessary and ordinary to the activities and duties of police. The SHERIFF, at times, can provide assistance with vehicle repairs at material cost. The TOWNSHIP shall not be obligated to pay costs which are attributable to services or facilities normally provided or available to all cities and townships within the County of Tuscola as part of the County of Tuscola's obligation to enforce the law.
6. The SHERIFF shall provide all necessary insurance for any employees of the SHERIFF acting under this agreement including workers compensation insurance, unemployment insurance, general liability insurance, and any other necessary insurance in connection with any duties of any employee of the SHERIFF acting pursuant to this agreement. The SHERIFF shall provide all payment of salaries, wages, fringe benefits, compensation for injury, compensation sickness, or sick pay, unemployment benefits, vacation or holiday pay, or other compensation to any county personnel performing services hereunder for the TOWNSHIP. The SHERIFF shall hold and save harmless the TOWNSHIP from any claim of any kind or nature whatsoever of any employee of the SHERIFF made in connection with the duties or activities of the SHERIFF in connection with this agreement.



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ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2024, 2025 & 2026)

ARTICLE II

THE TOWNSHIP SHALL:

1. The TOWNSHIP shall provide adequate office space for the SHERIFF'S employees to prepare reports and telephone equipment necessary for said employee to make and receive telephone calls, a patrol car, mobile radio communication, gasoline, and repair as needed on such equipment as shall be provided by the TOWNSHIP hereunder.
2. The patrol car provided by the TOWNSHIP shall be titled in the name of the TOWNSHIP and of such type and condition, as the SHERIFF shall require. The car will not be sent outside the limits of the TOWNSHIP of Arbelá on any call except in case of hot pursuit or in an emergency situation necessary for protection of life or property, and in case of emergency, only upon the verbal direction of a Sergeant or higher ranking officer. If any car is sent out of the TOWNSHIP on such emergency, it will be sent only to assist and not to investigate a complaint. Timely and full reports of each incident when the Township police car is sent outside of the Township shall be made at least once a month in the report of the SHERIFF as provided in paragraph 3 below.
3. Once each month the SHERIFF shall prepare and submit to the TOWNSHIP, a monthly report of activities of the SHERIFF done in connection with this agreement with any recommendations or requests that the SHERIFF may feel it appropriate to include, with copies of the daily activity reports of the officer on duty as provided herein. In addition the SHERIFF shall respond promptly and to the best of his ability, to any reasonable request of the Supervisor of the TOWNSHIP for information. The SHERIFF agrees to make himself, or when necessary an empowered designee, available for conference which may be requested by the Supervisor of the TOWNSHIP in connection with this agreement.
4. The TOWNSHIP agrees to engage in no activity which would in any way bring about any liability of any kind or nature whatsoever to the SHERIFF other than such as may naturally result from the execution and performance of its duties. The TOWNSHIP shall hold and save harmless the SHERIFF from any claim of any kind or nature whatsoever of any employee of the TOWNSHIP or any other person, corporation or entity for any activity done or made in connection with this agreement.
5. When a violation of law is charged, such charge shall be made under State Law so long as an appropriate state law is available. All traffic offenses shall be charged under state law. The SHERIFF shall arrange to provide necessary personnel for witnesses as required. Any fines collected pursuant to Township Ordinances shall be paid over to the TOWNSHIP and other entities as required by law.



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ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2024, 2025 & 2026)

ARTICLE III

THE TOWNSHIP SHALL PAY SHERIFF CHARGES FOR COST OF SERVICE AS FOLLOWS:

1. The TOWNSHIP shall pay to the SHERIFF all of the costs of performing the enforcement services as set forth above as follows.

2. Computation of annual charge for 1 officer **FY-2024**.

A. *Salary, 1 officer per week (includes longevity and college as appropriate).

1.	Salaries-Permanent	\$59,473
2.	Shift Premium	\$250
3.	Disability Plan	\$487
4.	Unused sick time payout	\$800
5.	Salaries-Temporary	\$1,000
6.	Salaries-Overtime	\$1,450
7.	Workers Compensation	\$650
8.	Health, Dental & Vision Insurance	\$18,850
9.	FICA	\$4,496
10.	Life Insurance	\$60
11.	Retirement	\$3,000
12.	Pension Obligation Bond	\$3,700
13.	Gas, Oil & Grease	\$50
14.	Employee laundry	\$100
15.	Health Services – Blood alcohol	\$250
16.	Insurance & Bonds (liability)	\$3,362
17.	Vehicle Repair & Maintenance	\$1,500
18.	Equip. /Capital Improvements	\$500
19.	Health Insurance Incentive	\$0

Total: \$99,978

* Wage includes a 3% increase. As always only actual costs are billed.



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ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2024, 2025 & 2026)

3. Computation of annual charge for 1 officer **FY-2025**.

A. *Salary, 1 officer per week (includes longevity and college as appropriate).

1.	Salaries-Permanent	\$61,257
2.	Shift Premium	\$250
3.	Disability Plan	\$487
4.	Unused sick time payout	\$800
5.	Salaries-Temporary	\$1,000
6.	Salaries-Overtime	\$1,450
7.	Workers Compensation	\$675
8.	Health, Dental & Vision Insurance	\$19,850
9.	FICA	\$4,631
10.	Life Insurance	\$50
11.	Retirement	\$3,100
12.	Pension Obligation Bond	\$3,900
13.	Gas, Oil & Grease	\$50
14.	Employee laundry	\$100
15.	Health Services – Blood alcohol	\$250
16.	Insurance & Bonds (liability)	\$3,362
17.	Vehicle Repair & Maintenance	\$1,500
18.	Equip. /Capital Improvements	\$500
19.	Health Insurance Incentive	\$0

Total: \$103,212

* A possible 3% is included in this amount but has not been officially approved yet. As always only actual costs are billed.



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ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2024, 2025 & 2026)

4. Computation of annual charge for 1 officer FY-2026.

A. *Salary, 1 officer per week (includes longevity and college as appropriate).

1.	Salaries-Permanent	\$63,094
2.	Shift Premium	\$300
3.	Disability Plan	\$500
4.	Unused sick time payout	\$1,000
5.	Salaries-Temporary	\$1,000
6.	Salaries-Overtime	\$1,450
7.	Workers Compensation	\$700
8.	Health, Dental & Vision Insurance	\$20,445
9.	FICA	\$4,770
10.	Life Insurance	\$50
11.	Retirement	\$3,200
12.	Pension Obligation Bond	\$4,000
13.	Gas, Oil & Grease	\$50
14.	Employee laundry	\$100
15.	Health Services – Blood alcohol	\$250
16.	Insurance & Bonds (liability)	\$3,362
17.	Vehicle Repair & Maintenance	\$1,500
18.	Equip. /Capital Improvements	\$500
19.	Health Insurance Incentive	\$0
	Total:	\$105,271

* A possible 3% is included in this amount but has not been officially approved yet. As always only actual costs are billed.



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ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2024, 2025 & 2026)

5. The amounts set forth in paragraphs 2-4 above are based on the TOWNSHIP paying for regular time worked by the SHERIFF employees at the contractual rate of base pay. The TOWNSHIP shall pay for any overtime worked by the SHERIFF employees at the rate of regular time and one-half. The TOWNSHIP shall pay the overtime rate for any time that an officer spends testifying in court on TOWNSHIP matters, and for any time over a 40 hour week necessary to complete work on emergency matters, or any overtime work approved with verbal direction of a Sergeant or Senior officer on duty in the absence of a Sergeant or higher ranking officer. The SHERIFF agrees that overtime salaries incurred shall be kept at a minimum.
6. By the tenth day of each month with not more than one month in arrears, the SHERIFF shall prepare a detailed statement of billing prepared pursuant to the above. Such a bill will be presented to the TOWNSHIP to be voted on at the next meeting of the TOWNSHIP BOARD and paid promptly in accordance with the regular bill paying procedures of the TOWNSHIP.
7. The TOWNSHIP will not be billed for any time an officer assigned to the TOWNSHIP is reassigned by the SHERIFF to regular road patrol duties as allowed by ARTICLE I, paragraph 2.
8. The SHERIFF will provide for service in the Township, under terms of this agreement, officer with necessary experience and the ability to work alone on their own direction when necessary. The SHERIFF and TOWNSHIP will agree on the officer who is (are) assigned for work in the TOWNSHIP under the terms of this agreement.

ARTICLE IV

TERM OF AGREEMENT

1. Unless sooner terminated, as provided for herein, this agreement shall be for the term commencing as of January 1, 2024, and ending December 31, 2026; thereafter, at the option of the TOWNSHIP and with the consent of the SHERIFF, this agreement shall be renewable for successive periods agreed upon by the parties.
2. In the event the TOWNSHIP desires to renew this agreement for any succeeding period, the TOWNSHIP shall, not later than 60 days preceding the expiration date of this agreement, notify the SHERIFF, that it wishes to renew the same;
3. Whereupon the SHERIFF not later than 30 days from receipt of notice, shall notify the TOWNSHIP, in writing of his willingness to accept renewal for an additional period or such other terms as he deems advisable, otherwise such agreement shall terminate at the end of such agreed upon period.



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ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2024, 2025 & 2026)

ARTICLE V

SERVICE TO TOWNSHIP RESIDENTS

- Residents of the TOWNSHIP will be able to request emergency police assistance by telephoning 9-1-1 at all hours and may obtaining information by telephoning 989-673-8161 at all hours.
- The SHERIFF agrees to make himself available for consultation with the Township at reasonable times.


IN WITNESS WHEREOF, the Township Board of Arbela, by resolution adopted by its Township Board, caused this agreement to subscribed by its Supervisor and its Clerk, and the County of Tuscola, by order of its Board of Commissioners has caused these presents to be subscribed by the Chairperson of said Board to be affixed hereto and attested by the County Clerk, all on the day of and year first above written.

TOWNSHIP OF ARBELA

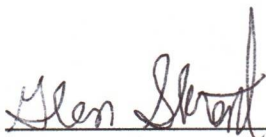
County of TUSCOLA

By: 
Ed Hunt, Township Supervisor

By: _____
Kim Vaughn Chairman of the
Tuscola County Board of County
Commissioners

By: 
Chelsea Sebert, Clerk

By: _____
Jodi Fetting, County Clerk

By: 
Glen Skrent, Sheriff



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



PHILLIP D. ROOS
DIRECTOR

December 20, 2023

VIA EMAIL

Dear Honorable County Commissioner/Executive:

SUBJECT: Materials Management Planning

Michigan’s Solid Waste Program has been updated with the passage of significant amendments to Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, that became effective on March 29, 2023. The amendments require that existing county Solid Waste Management Plans be replaced with new Materials Management Plans (MMP) that focus on sustainable materials management approaches, such as recycling and composting, instead of just landfilling waste.

In accordance with Part 115, the Department of Environment, Great Lakes, and Energy (EGLE) is initiating the materials management planning process as of January 8, 2024.

Counties, boards of commissioners, or elected executives are given the first opportunity to assume authority over MMP development and implementation. If the county accepts this authority, they are required to consult with adjacent counties about the option of preparing a multicounty plan and submit a Notice of Intent (NOI) to prepare an MMP **within 180 days of the date that the EGLE Director initiates the process.** If the county declines this authority, they must advise all the municipalities in the county and the regional planning agency of their decision. The regional planning agency or all of the municipalities, acting jointly, may assume planning responsibilities if the county declines. If the county, municipalities, and regional planning agency all decline the responsibility to prepare the plan, EGLE may prepare the MMP.

The NOI to prepare the MMP will be submitted via an online platform. The link to the submission platform can be found on the Materials Management Planning website at: www.Michigan.gov/EGLEMMP or directly at <https://www.surveymonkey.com/r/EGLENOI>. Completion of the NOI submittal will include documentation, by resolution or similar mechanism, from the entity accepting planning responsibilities; documentation of consultations with adjacent counties; and if pursuing a multicounty plan, an executed interlocal agreement. Submittal of the NOI begins the three-year timeframe for MMP development and approval.

Materials management planning will be the foundation of a more sustainable materials management framework in Michigan. To assist with this transition, grants will be available to every county for developing and implementing the MMP, with additional

SUBJECT: Materials Management Planning

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December 20, 2023

funds available for multicounty planning areas. Please visit the Materials Management Planning website at www.Michigan.gov/EGLEMMP to find guidance, resources, and grant information. Questions can be directed to planning staff at EGLE-MMP@Michigan.gov.

Thank you in advance for your attention to this matter. We look forward to working with your community. If you need further information, please contact Christina Miller, Materials Management Planning Specialist, Sustainable Materials Management Unit, Solid Waste Section, Materials Management Division (MMD), at 517-614-7426; MillerC1@Michigan.gov; or EGLE, MMD, P.O. Box 30241, Lansing, Michigan 48909-7741.

Sincerely,



Phillip D. Roos
Director
517-284-6700

cc: Aaron B. Keatley, Chief Deputy Director, EGLE
Elizabeth M. Browne, EGLE
Tracy Kecskemeti, EGLE
Julie Staveland, EGLE
Rhonda S. Oyer, EGLE
Phil Roycraft, EGLE
Jeff Spencer, EGLE
Amy Karana, EGLE
Christina Miller, EGLE
Carlie Money, EGLE
County Plan File

PLAN INITIATION PROCESS

OUTLINE OF STEPS:

- STEP 1:** EGLE Director Initiates the MMP Process (*THE COUNTY HAS 180 DAYS TO FILE THE NOI*).
- STEP 2:** CAA Responsibility Determined.
- STEP 3:** Multicounty Planning Consideration.
- STEP 4:** Develop Interlocal Agreement for a Multicounty MMP (if applicable).
- STEP 5:** Submit Notice of Intent (NOI) to EGLE and CAA Confirmed.

DETAILS OF STEPS:

STEP 1: EGLE Director Initiates MMP process.

EGLE will request each county BOC or County Executive, as appropriate, to submit an NOI to prepare an MMP. The NOI shall be submitted within 180 days of this request.

STEP 2: CAA Responsibility Determined.

Each county BOC will have the first opportunity to assume responsibility for the MMP and complete the initial tasks required of the CAA. If the BOC declines this responsibilities, then all municipalities in the county jointly or the RPA may elect to take the CAA responsibilities. If the municipalities and the RPA declines the CAA responsibilities, EGLE shall write the MMP on behalf of the County.

NOTE: A formal decision by resolution or similar mechanism will be required to document either a confirmation or a rejection of each county or RPA, as appropriate, regarding the CAA entity decision.

If the BOC declines to become the CAA, they will give up their authority for ALL responsibilities for the MMP and the entity that becomes the CAA will be granted those responsibilities in lieu of the BOC.

Multicounty plans will follow the same procedure for approval of a single county plan. Each county represented in multicounty plan will confirm its own CAA, then jointly designate a single DPA, and enter an interlocal agreement for preparation of the multicounty plan.

STEP 3: Multicounty Planning Consideration

Before submitting the NOI, each CAA shall consult with each adjacent county regarding the option of preparing a multicounty MMP. Documentation of these consultations is required to be submitted with each NOI. Please see Section 11571(7) for additional information.

STEP 4: Develop Interlocal Agreement for a Multicounty MMP (if applicable).

For those counties that intend to develop a multicounty MMP, an interlocal agreement must be developed between all counties preparing its MMP. Documentation of an executed interlocal agreement is required to be submitted with each NOI, if applicable.

STEP 5: Submit Notice of Intent to EGLE and CAA Confirmed.

Once the NOI is submitted the entity is then confirmed as the CAA. Each CAA shall submit the following items as part of their NOI submittal:

- NOI indicating which entity will become the CAA, accepting responsibility for the preparation and responsibilities of the MMP development, implementation, and authorities.
- Documentation indicating the CAA consulted with each adjacent county regarding the option of preparing a multicounty MMP.
- Documentation of the outcome of the above adjacent county consultation, including a copy of any interlocal agreement identifying the process for creating a multicounty MMP.

NEXT STEPS: For next steps, see the [Plan Development and Approval](#) section of this Guide.



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

COBRA VENDOR

1 message

Shelly Lutz <lutzs@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>
Cc: Angie House <ahouse@tuscolacounty.org>

Fri, Jan 5, 2024 at 11:23 AM

Clayette,
I would like to recommend that we change our COBRA Benefit Services from Isolved to Varipro for the 2024 calendar year. At the end of 2023, Isolved informed us that their price was increasing to \$11.38 per contract for an approximate cost to the county of just under \$2300 per year which is about a 20% increase. We currently use Varipro for our Flexible Spending Account Management, and we have a good, long standing relationship with them, and they are highly recommended by Brown and Brown.

Additionally, Varipro would not only send out the COBRA letters and maintain legal compliance on behalf of the county, with the ever changing laws, they will also collect the premium on the county's behalf which our current company does not do. I am anticipating the contract and formal quote today, but even with the one time initial implementation fee, the annual cost is approximately \$1780. I will forward the quote and the contract when I receive it for potential action by the Board.

Please let me know if you have any questions.
Thank you!

--

Shelly A. Lutz

Tuscola County

Human Resource Director

125 W. Lincoln St.

Caro, MI 48723

(989) 672-3705

Fax (989)672-4011

lutzs@tuscolacounty.org

VISIT US ONLINE FOR COUNTY SERVICES @ WWW.TUSCOLACOUNTY.ORG

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