

March 26, 2013

The Regular meeting of the Otsego County Board of Commissioners was held in the County Building at 225 West Main Street, Room 100. The meeting was called to order at 9:30 a.m. by Chairman Lee Olsen. Invocation by Vice-Chairman Ken Borton, followed by the Pledge of Allegiance led by Jon Deming.

Roll call:

Present: Clark Bates, Paul Liss, Lee Olsen, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Excused: Paul Beachnau, Erma Backenstose.

Motion by Commissioner Clark Bates, to approve the regular minutes of March 12, 2013 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to approve the building inspection contract with Kevan Flory. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the building inspection contract with Bruce Tillinger. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2013 Hayes Road project budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

John Burt reported on recycling; construction at Hayes Road; County facebook page.

Special Presentation:

Ken Glasser updated the Board on NEMSCA.

Department Head Report:

Mike Rola reported on the Prosecutor's office.

Jon Deming reported on EMS.

Roberta Tholl reported on the Road Commission.

Dona Wishart reported on the Commission on Aging.

Correspondence:

Chairman Lee Olsen received the Building Code enforcement report.

New Business:

Motion by Commissioner Ken Borton, to approve the March 19, 2013 Warrant in the amount of \$601,076.97 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Clark Bates, to approve the March 26, 2013 Warrant in the amount \$185,175.68 as presented. Ayes: Unanimous. Motion carried.

Board Remarks:

Commissioner Clark Bates: City council meeting.

Commissioner Doug Johnson: Attended MAC Conference.

Commissioner Richard Sumerix: NEMCOG.

Commissioner Ken Borton: Attended MAC Conference.

Chairman Lee Olsen: Attended MAC Conference.

Meeting adjourned at 10:55 a.m.

Lee F. Olsen, Chairman

Susan I. DeFeyter, Otsego County Clerk

Construction Code Inspection and Enforcement Consultant Contract

This Contract is made this 11th day of March, 2013 by and between Otsego County, (hereinafter, "County"); a municipal corporation whose address is 225 W. Main Street; Gaylord, Michigan and Kevan Flory, (hereinafter, "Contractor"); whose address is: 3657 Bennett Road Cheboygan MI, 49721 to perform consulting services regarding Building Inspections and plan reviews (residential and commercial)

Whereas, the County desires to enter into an independent contract with Kevan Flory to retain his services, to provide technical assistance to the County by performing certain construction code functions for the County, as specified after his name, pursuant to the within contract:

Kevan Flory Contractual Building Inspections and Plan Reviews, State Registration No. 005143

Whereas, the foregoing individual in his capacity of providing technical service to the County will be appointed as a Public Official; and

Whereas, the foregoing individual accepts this appointment and has qualifications to perform such functions through training, experience, and State registration; and

Whereas, said individual is self and independently employed as a Building Inspector and Plan Reviewer within Otsego County and surrounding Counties and will continue such employment.

Whereas, the appointment as a Public Official and the terms of this consulting contract are non-exclusive and it is understood that the individual named above may perform similar duties for other municipalities.

Now, therefore, in consideration of the premises and the covenants and conditions hereafter contained, it is hereby agreed by and between the parties hereto as follows:

1. The County hereby contracts with Kevan Flory for the County to retain his services to provide technical and consultation services to assist the County and its public officials in the performance of official duties and responsibilities in Contractual Building Inspections and Plan Reviews for the County to determine compliance with applicable State and County laws.
2. Kevan Flory shall be appointed as a public official and when conducting work for the County shall be responsible to the County for the performance of his duties and responsibilities hereunder and may be removed at will by the County for failure to perform such duties and responsibilities to the satisfaction of the County or for any other reason which the County shall deem sufficient at its sole discretion.
3. The actions and decisions of Kevan Flory as a Contractual Building Inspector and Plan Reviewer shall be governed and controlled by this contract and by the respective construction codes adopted by the County applicable to his particular functions.
4. Kevan Flory shall not be considered an employee of the County and accordingly the County shall have no responsibility for any expenses for Kevan Flory for workers compensation insurance, unemployment insurance, health and/or accident insurance, Public liability

insurance, or for any withholding for social security, federal or state income taxes or otherwise. Kevan Flory shall furnish to the County satisfactory evidence of all of the foregoing coverage.

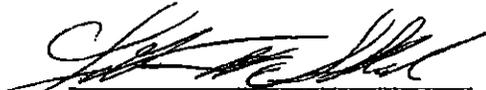
5. Since the within contract does not create an employer/employee relationship between the County and Kevan Flory, it is understood that the County is interested only in Contractual Building Inspections and Plan Reviews under the pertinent construction code provisions of the County, and accordingly Kevan Flory shall otherwise be in control of the time and method of such activities, subject to the provisions of paragraphs 6 and 7 herein.
6. All inspections shall be completed by the official within 2 business days of said official being notified by the County, and a decision on compliance or non-compliance with the County pertinent construction codes unless excused from such time constraints for reasons beyond the control of the official. Kevan Flory shall also be responsible for answering code or enhancement related questions and return phone calls.
7. Kevan Flory shall perform his duties and obligations hereunder in a good and workmanlike manner to the satisfaction of the County.
8. Kevan Flory shall maintain the official qualifications and registration with the State of Michigan necessary to perform the obligations hereunder,
9. Kevan Flory shall remain knowledgeable for the particular code and all amendments thereto which said official is hereby authorized to administer and enforce and in all respects remain in compliance with 1986 PA 54, Building Officials and Inspectors Registration Act, MCL 338.2305, et. seq.
10. Plan review reports or correction notices shall be turned into the Otsego County Land Use Services Department for final review prior to a Permit being issued. In the event of errors or corrections the Otsego County Land Use Services Department shall contact the permit applicant or project designer to correct deficiencies as noted. Any violations discovered during an inspection shall be written on a field correction notice form and turned into the Otsego County Land Use Services Department within 24 hours of the inspection. Uncorrected violations of the County or State Codes in effect within the County shall be enforced by the Building Official or their appointed Deputy as the County's enforcing officer through notices to the permit holder, orders to appear and show cause why the construction should not be stopped by stop work orders, by applications to circuit court for injunctive or other relief by compliant and warrant against the violator, and by other remedies allowed by law, construction code or ordinance. All proceedings shall be brought in the name of the County and the County shall be responsible for out-of-pocket costs for such proceedings.
11. The County shall make the foregoing payments to within 30 days of the receipt of a month's activities invoice report from Kevan Flory based upon such docket entries. Complete docket entries shall accompany the monthly activities report and shall be filed with the County Finance Director.

A. Building Inspections\$40.00 per inspection

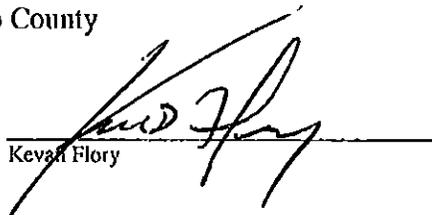
- B. Plan Review.....\$25.00 an hour
 - C. Misc. required time (office, court, etc).....\$25.00 an hour
 - D. Hourly fees shall be approved by Land Use Services Director prior to performing hourly duties.
12. Kevan Flory shall have authority to seek assistance from the State Construction Code Commission or its duly qualified personnel in reviewing any construction decisions in the performance of his duties.
 13. This agreement replaces any agreements made previously between the parties.
 14. This agreement may be terminated by either party for any reason at any time upon 30 days written notice to the other party.

IN WITNESS WHEREOF the parties hereto have executed this contract by authority of their respective governing boards or other designated controlling authority the day and date first above written.

Signed in the presence of: Otsego County


 Lavern Schlaud, Director of Land Use Services


 Sharon Bolinger, Witness


 Kevan Flory


 John Burl, Otsego County Administrator

 Trisha Adam, Human Resources Director

 Lee Olsen, Chairman Otsego County Board of Commissioners

Construction Code Inspection and Enforcement Consultant Contract

This Contract is made this 11th day of March, 2013 by and between Otsego County, (hereinafter, "County"); a municipal corporation whose address is 225 W. Main Street; Gaylord, Michigan and Bruce Tillinger, (hereinafter, "Contractor"); whose address is: 18590 County Road 624 Hillman, MI 49746 to perform consulting services regarding Mechanical and Plumbing Inspections and Plan Reviews (residential and commercial).

Whereas, the County desires to enter into an independent contract with Bruce Tillinger to retain his service, to provide technical assistance to the County by performing certain construction code functions for the County, as specified after his name, pursuant to the within contract:

Bruce Tillinger Contractual Mechanical and Plumbing Inspections and Plan Reviews, State Registration No. 005162

Whereas, the foregoing individual in his capacity of providing technical service to the County will be appointed as a Public Official; and

Whereas, the foregoing individual accepts this appointment and has qualifications to perform such functions through training, experience, and State registration; and

Whereas, said individual is self and independently employed as a Mechanical and Plumbing Inspector and Plan Reviewer within Otsego County and surrounding Counties and will continue such employment.

Whereas, the appointment as a Public Official and the terms of this consulting contract are non-exclusive and it is understood that the individual named above may perform similar duties for other municipalities.

Now, therefore, in consideration of the premises and the covenants and conditions hereafter contained, it is hereby agreed by and between the parties hereto as follows:

1. The County hereby contracts with Bruce Tillinger for the County to retain his services to provide technical and consultation services to assist the County and its public officials in the performance of official duties and responsibilities in Contractual Mechanical and Plumbing Inspections and Plan Reviews for the County to determine compliance with applicable State and County laws.
2. Bruce Tillinger shall be appointed as a public official and when conducting work for the County shall be responsible to the County for the performance of his duties and responsibilities hereunder and may be removed at will by the County for failure to perform such duties and responsibilities to the satisfaction of the County or for any other reason which the County shall deem sufficient at its sole discretion.
3. The actions and decisions of Bruce Tillinger as a Contractual Mechanical and Plumbing Inspector and Plan Reviewer shall be governed and controlled by this contract and by the respective construction codes adopted by the County applicable to his particular functions.

4. Bruce Tillinger shall not be considered an employee of the County and accordingly the County shall have no responsibility for any expenses for Bruce Tillinger for workers compensation insurance, unemployment insurance, health and/or accident insurance, Public liability insurance, or for any withholding for social security, federal or state income taxes or otherwise. Bruce Tillinger shall furnish to the County satisfactory evidence of all of the foregoing coverage.
5. Since the within contract does not create an employer/employee relationship between the County and Bruce Tillinger, it is understood that the County is interested only in Contractual Mechanical and Plumbing Inspections and Plan Reviews under the pertinent construction code provisions of the County, and accordingly Bruce Tillinger shall otherwise be in control of the time and method of such activities, subject to the provisions of paragraphs 6 and 7 herein.
6. All inspections shall be completed by the official within 2 business days of said official being notified by the County, and a decision on compliance or non-compliance with the County pertinent construction codes unless excused from such time constraints for reasons beyond the control of the official. Bruce Tillinger shall also be responsible for answering code or enhancement related questions and return phone calls.
7. Bruce Tillinger shall perform his duties and obligations hereunder in a good and workmanlike manner to the satisfaction of the County.
8. Bruce Tillinger shall maintain the official qualifications and registration with the State of Michigan necessary to perform the obligations hereunder,
9. Bruce Tillinger shall remain knowledgeable for the particular code and all amendments thereto which said official is hereby authorized to administer and enforce and in all respects remain in compliance with 1986 PA 54, Building Officials and Inspectors Registration Act, MCL 338.2305, et. seq.
10. Plan review reports or correction notices shall be turned into the Otsego County Land Use Services Department for final review prior to a Permit being issued. In the event of errors or corrections the Otsego County Land Use Services Department shall contact the permit applicant or project designer to correct deficiencies as noted. Any violations discovered during an inspection shall be written on a field correction notice form and turned into the Otsego County Land Use Services Department within 24 hours of the inspection. Uncorrected violations of the County or State Codes in effect within the County shall be enforced by the Building Official or their appointed Deputy as the County's enforcing officer through notices to the permit holder, orders to appear and show cause why the construction should not be stopped by stop work orders, by applications to circuit court for injunctive or other relief by compliant and warrant against the violator, and by other remedies allowed by law, construction code or ordinance. All proceedings shall be brought in the name of the County and the County shall be responsible for out-of-pocket costs for such proceedings.
11. The County shall make the foregoing payments to Bruce Tillinger within 30 days of the receipt of a month's activities invoice report from Bruce Tillinger based upon such docket entries. Complete docket entries shall accompany the monthly activities report and shall be

filed with the County Finance Director.

- A. Building Inspections\$40.00 per inspection
- B. Plan Review.....\$25.00 an hour
- C. Misc. required time (office, court, etc).....\$25.00 an hour
- D. Hourly fees shall be approved by Land Use Services Director prior to performing hourly duties.

- 12. Bruce Tillinger shall have authority to seek assistance from the State Construction Code Commission or its duly qualified personnel in reviewing any construction decisions in the performance of his duties.
- 13. This agreement replaces any agreements made previously between the parties.
- 14. This agreement may be terminated by either party for any reason at any time upon 30 days written notice to the other party.

IN WITNESS WHEREOF the parties hereto have executed this contract by authority of their respective governing boards or other designated controlling authority the day and date first above written.

Signed in the presence of: Otsego County

 3/14/13
Lavern Schlaud, Director of Land Use Services

 3-14-13
Bruce Tillinger


Sharon Bolinger, Witness

John Burt, Otsego County Administrator

Trisha Adam, Human Resources Director

Lee Olsen, Chairman Otsego County Board of Commissioners



OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: Capital Projects Fund, Delq Tax Fund, Land Use Services Fund

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE Construction budget amendment for AT&T/Hayes Road Building

Account Number	Decrease	Increase
499-050-699.030 Transfers In	\$	\$10,000
516-050-400.001 Budgeted Use of Fund Balance	\$	\$5,000
249-050-400.001 Budgeted Use of Fund Balance	\$	\$5,000
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
499-901-970.300ATTBLDGDPT Property Impvs	\$5,000	\$
499-901-970.300ATTDQTX Property Impvs	\$5,000	\$
516-941-999.990 Transfer Out	\$5,000	\$
249-941-999.990 Transfer Out	\$5,000	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

Department Head Signature _____ Date _____

Administrator's Signature _____ Date _____

3/26/13

Board Approval Date (If necessary) _____ Budget Adjustment # _____ Posting Number _____

Finance Department
Entered:
By: