



Agenda

Missaukee County Board of Commissioners

Special Board Meeting

105 S. Canal St. Lake City, MI 49651

September 30, 2021 @ 4:00PM

Providing high-quality and cost-efficient essential services that support local goals and needs for the health, safety, and economic prosperity of a culturally diverse community.

1. Meeting Called to Order
Public Comment
2. Interviews for Commissioner District #7 Vacancy
 1. Dave Herweyer
 2. Gary GladuCommissioner Vacancy Discussion/Appointment
3. Lew Wolters, BCBS Update
4. Shari Spoelman, MSU Contract & Update
5. Building Inspector Job Description & Posting
6. Missaukee Conservation District –MOU update
7. EGLE Grant – Recycling Center – Additional Funds Appropriation
8. FY21 Final Budget Amendments

Public Comment
Adjournment

****Public Comment Rules authorized by the Missaukee County Board of Commissioners:** Each person recognized by the Chairman shall state their name for the record and will have a limit of 3 minutes to state an opinion. All opinions will be duly noted by the board & if requiring an answer will be addressed by the chairman first or his designee or in writing. The audience is asked not to interrupt at anytime during public comment

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on _____ by and between Missaukee County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION (MSUE").

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

Further, as an organization committed to the principles of diversity, equity and inclusion, we will work collaboratively with our community partners to ensure participation from the broad human diversity of each community (including race, color, religion, national origin, age, sex, disability, height, weight, marital status, gender, gender identity (gender expression), political beliefs, sexual orientation, family status, veteran status or any other factor prohibited by applicable law) and work to make our programs accessible and inclusive of the multiple realities and forms of knowledge that will support equitable outcomes for all throughout Michigan's 83 counties;

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.

2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. .5 FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").
6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
 - a. Sufficient office space to house Extension staff as agreed upon between the County and the MSUE District Director.
 - b. Utilities, including telephone and telephone service sufficient to meet the needs of Personnel utilizing MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs to Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible.
3. Clerical support for staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

.6 FTE County employed Clerical Support Staff

Optional:

- 4. Funding for additional Extension educators at 0 FTE
- 5. Funding for additional 4-H program capacity at 0 FTE
- 6. Funding for additional paraprofessional(s) at 0 FTE
- 7. Total Annual Assessment in the amount of **\$42,134**

Payments due and payable under the terms of this agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, Michigan 48824

C. Staffing and Financial Summary:

A. Base Assessment (includes .5 FTE 4-H Program Coordination) \$42,134

ADDITIONAL PERSONNEL

- B. 0 FTE Clerical Support Staff to be employed by MSU \$0
- C. 0 FTE Educator (Program Area:) \$0
- D. 0 FTE Additional 4-H Program Coordination \$0
- E. 0 FTE Additional paraprofessional staff \$0

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2022: \$42,134

I. Term and Termination

The obligations of the parties under this Agreement will commence on October 1, 2021, the first day of the County budget year 2022 and shall terminate on the last day of such County budget year 2022. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824, if to MSUE and delivered to Missaukee County Clerk, 111 South Canal, PO Box 800, Lake City, MI 49651, if to the County.

II. General Terms

- 1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.

2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

By: _____

Evonne Pedawi
Contract & Grant Administration

Its: _____

Date: _____

MISSAUKEE COUNTY

By: _____

Print name: _____

Its: _____

(title)

Date: _____

Appendix A
Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever-changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media platforms. We view communication with our constituents through Facebook, Twitter, Instagram, YouTube, and other emerging social media to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:
NetRange35.8.0.0 - 35.9.255.255 CIDR35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

Office 365 – Details on what to open are at <https://docs.microsoft.com/en-us/microsoft-365/enterprise/urls-and-ip-address-ranges?view=o365-worldwide>
search.msu.edu
35.9.160.36 (1935,443) authentication)
45.60.149.216
35.9.247.31 (zoom.msu.edu)
d2l.msu.edu (80 and 443) (D2L – Desire to Learn @ Brightspace.com)
108.161.147.0/24, 199.231.78.0/24, 64.62.142.12/32, 209.206.48.0/20 (external) Meraki Cloud communication
199.231.78.148/32, 64.156.192.245/32 (external) Meraki VPN registry

The following applications are necessary on all computers – MS Office (preferably O365, MSUE provides MS licensing), Adobe Acrobat, Zoom, SAP client, VPN client, Antivirus. (Most recent version of Chrome, Firefox, or Edge)

Other notable web server/sites IP addresses:

canr.msu.edu – 52.5.24.1
msue.anr.msu.edu – 52.5.24.1
events.anr.msu.edu/web3.anr.msu.edu – 45.60.11.113
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
master Gardener (External) – 128.120.155.54
extension.org (External) – 54.69.217.186 msu.zoom.us (External)

Questions may be directed to anr.support@msu.edu where they will be routed to the best person to assist you.



TO: Missaukee County Board of Commissioners
FROM: Elizabeth Vogel, Administrator
DATE: September 30, 2021
RE: Building Inspector – Approval of Job Description and posting

Background Information

The position of Building Inspector will be vacant due to the retirement of the incumbent on October 15, 2021. The Personnel Committee met on Thursday, September 23rd to review the job description and hours for this position. The personnel committee approved the job description and recommended seeking a full-time Building Inspector, with full-time hours being dependent on the successful candidate's ability to perform plan review.

The job posting was posted for internal candidates for 5 days, as required by the collective bargaining agreement. No internal candidates applied. I would propose posting the job on October 1st, 2021 with the application deadline of 5pm on October 11, 2021. The starting hourly rate is \$24.6730 to \$25.8438, depending on qualifications and experience (DQE). The starting rate is consistent with the AFSCME Supervisory Bargaining Unit contract effective October 1, 2021.

Requested Action

It is requested that the Missaukee County Board of Commissioners approve the Building Inspector job description with the starting hourly rate of \$24.6730 - \$25.8438, depending on qualifications and experience (DQE) and approve posting the job on October 1st, 2021.

MISSAUKEE COUNTY

Title: **Building Inspector**

Department: **Building Code Enforcement**

Purpose:

The Building Inspector serves as Missaukee County's Building Official and shall enforce all the provisions of the appropriate building code and county ordinances throughout the county. He/she shall act on any questions relative to the mode or manner of construction and materials to be used in the erection, addition to, alteration, repair, removal, demolition, location, and occupancy of all buildings and structures. He/she shall examine construction plans to ensure compliance with building codes and ordinances and initiate compliance actions when violations are found. He/she shall receive applications and issue permits for regulated building activities. The Building Inspector reports to the County Administrator and supervises the Building Dept. Secretary.

Responsibilities/Essential Job Functions:

Any employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties that the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Reviews site plans and specifications, reviews and interprets blueprints of new buildings or remodeling of existing buildings to ensure compliance with all applicable codes and ordinances. Assists permit applicants in obtaining approval to receive building permits.
2. Performs detailed and comprehensive plan reviews to verify compliance with adopted building code regulations and ordinances.
3. Conducts on-site inspections of structures under construction and existing buildings to ensure conformity to all applicable building codes. Consults with outside agencies as necessary to ensure proper interpretation/application of building codes. Issues Certificates of Occupancy when jobs are completed in compliance with all applicable building codes and ordinances.
4. Coordinates inspection activities with contracted, part-time mechanical, plumbing and electrical inspectors to ensure efficient delivery of all inspection services.
5. Maintains official records of applications received, permits and certificates issued, fees collected, reports of inspections, notices and orders issued, and documents customer service issues and their dispensation.
6. Assists, interprets, and provides information to owners, contractors, developers, architects, etc. regarding building code requirements, construction procedures and permit applications.
7. Researches, responds to, and resolves problems and complaints from contractors and the general public regarding commercial and residential structures, building construction and code compliance, including complex and sensitive building issues.
8. Stays informed of current trends and developments in the field of construction and recommends revisions to codes and ordinances. Gathers, interprets and prepares data for reports and recommendations.
9. Manages and supervises assigned operations to achieve goals within available resources. Assists in preparing the annual budget. Revises fee schedules periodically as warranted by departmental expenditures.
10. Provides documentation regarding code and ordinance violations to the county prosecutor as necessary after building department enforcement efforts have not achieved compliance.
11. Performs other duties as assigned.

Employment Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities, and minimum qualifications necessary to perform the essential functions of the position.

1. Graduation from high school. An Associate's Degree or equivalent with specific knowledge of building trades and Michigan building codes.
2. Act 54 certification as a Building Inspector is required. Act 54 certification as a Building Official, or the ability to obtain such certification is preferred
3. Possess three or more years' experience in building trades involving residential and commercial construction.
4. Possess a working knowledge and understanding of state building codes and local ordinances.
5. Considerable knowledge in carpentry, concrete work and skill in applying all applicable building codes.
6. Valid Michigan Builders License preferred.
7. Must complete the training requirements to retain State certification(s).
8. Must possess a valid Michigan driver's license.
9. Ability to work well with the public, local contractors, county and other governmental employees.
10. Ability to read and understand complicated plans and blueprints.
11. Ability to communicate effectively both verbally and in written form.
12. Proficiency with computer systems, smart phones and possess the ability to master department-specific computer programs.

Physical Requirements:

This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements:

1. Ability to sit in a chair at a desk for extended periods.
 2. Ability to stand and walk in order to travel between desk adjacent offices and to meet customers for assistance.
 3. Ability to walk on uneven terrain, to drive to properties subject to inspection, climb up or crawl down to access areas for inspection (including use of a ladder), including excavated areas. This may involve exposure to fumes, dust, machinery, construction equipment and other hazards associated with a construction site.
 4. Ability to exert the strength, stamina and physical coordination needed to gain access to construction work sites, possess the visual and manual dexterity capabilities necessary to complete inspection and administrative duties, in varying weather conditions, including inclement outdoor weather conditions.
 5. Ability to lift 10 pounds regularly and occasionally, up to 50 pounds.
 6. Ability to hear, see, and speak English.
- Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these required essential functions.

Working Conditions:

1. Works in an office environment and on various construction sites, daily shift is 8:30 AM to 5:00 PM with ½ hour unpaid lunch.
2. May be required to occasionally attend meetings outside the normal work schedule with advance notice provided.
3. Required to work and travel outside the office to conduct inspections and attend training.

Fair Labor Standards Act (FLSA) Status:

Non-exempt.

Date: October, 2021



TO: Missaukee County Board of Commissioners
FROM: Elizabeth Vogel, Administrator
DATE: September 30, 2021
RE: EGLE Infrastructure Grant for Recycling Center Improvements – additional appropriations requested

Background Information

The County received a grant from EGLE in December of 2020 to make improvements at the recycling center, including a new pole barn and shed with bathroom, kitchen and office space for employees. The grant and matching funds were approved by the board and total \$92,300.

The project was ultimately delayed

We received one qualified bid from a general contractor to complete this work, with a bid of \$122,500. This leaves the project with a funding gap of \$30,200.

The Recycling Center Fund 230 received a transfer of \$12,255.68 from Fund 272, which is now closed. Additionally, the Fund 230 equipment line-item is under budget by \$10,000 for FY21.

Appropriating \$22,200 from these lines would reduce the funding gap to \$8,000. I am working with our representative at EGLE to see if they can increase the grant to cover that gap. If EGLE cannot come up with the additional \$8,000, I will return to the board with a budget amendment from Fund 230.

Requested Action

It is requested that the Missaukee County Board of Commissioners approve the appropriation of \$22,500 from Fund 230 to increase the EGLE grant funding from \$92,300 to \$114,800.

Missaukee County Recycling
 Miller Contracting, LLC Propsoal

POLE BARN

| | | | |
|--|----|-----------|---------------------|
| grade/cement pad for 30x50 pole barn/ with 4' wall (three sides) | \$ | 30,000.00 | |
| installation of Pole Barn | \$ | 37,000.00 | |
| sub-total pole barn | | | \$ 67,000.00 |

SHED

| | | | |
|---------------------------------|----|----------|---------------------|
| grade/cement pad for 12x20 shed | \$ | 4,000.00 | |
| Shed | \$ | 8,000.00 | |
| drywall | \$ | 2,500.00 | |
| bathroom | \$ | 2,500.00 | |
| kitchennette | \$ | 2,500.00 | |
| sub-total shed | | | \$ 19,500.00 |

ELECTRICAL

| | | | |
|--|----|-----------|--------------|
| For entire project, pole barn and shed | \$ | 13,500.00 | \$ 13,500.00 |
|--|----|-----------|--------------|

SEPTIC

| | | |
|----|----------|-------------|
| \$ | 6,000.00 | \$ 6,000.00 |
|----|----------|-------------|

WELL

| | | |
|----|----------|-------------|
| \$ | 8,000.00 | \$ 8,000.00 |
|----|----------|-------------|

REMOVAL OF BOX CARS

| | | |
|----|----------|-------------|
| \$ | 2,500.00 | \$ 2,500.00 |
|----|----------|-------------|

DRIVEWAY IMPROVMENTS spring 2022

| | | |
|----|----------|-------------|
| \$ | 6,000.00 | \$ 6,000.00 |
|----|----------|-------------|

| | | | |
|--------------|-----------|-------------------|----------------------|
| TOTAL | \$ | 122,500.00 | \$ 122,500.00 |
|--------------|-----------|-------------------|----------------------|

EGL E GRANT PLUS MATCH

| | |
|----|-----------|
| \$ | 92,300.00 |
|----|-----------|

ADDITIONAL APPROPRIATIONS FROM FUND 230

| | |
|----|-----------|
| \$ | 22,200.00 |
|----|-----------|

| | | |
|--------------|-----------|-------------------|
| TOTAL | \$ | 114,500.00 |
|--------------|-----------|-------------------|

| | | |
|--------------------|-----------|-----------------|
| FUNDING GAP | \$ | 8,000.00 |
|--------------------|-----------|-----------------|