

COUNTY OF OSCEOLA  
BOARD OF COMMISSIONERS'

**COMMITTEE OF THE WHOLE  
AGENDA**

**Tuesday, November 5, 2024 at 9:30 a.m.**

Osceola County Administration Building  
602 W. Upton Ave., Reed City, Michigan

*NOTE: Claims will be available for review from 9:00 – 9:30 a.m.*

1. Meeting Called to Order by Chairperson.
2. Additions or Deletions to the Agenda – Approval of the Agenda.
3. Brief Public Comments (Three Minute Limit).
4. Employee/Board Comments.
5. Consider Approval of the Minutes of October 15, 2024.
  
6. Old Business – Discuss:
  - a. Community Corrections Director Step Increase – Jeff LaPlante.
  - b. County 2025 Budget Staffing Requests – Sally Momany.
  
7. New Business – Discuss:
  - a. MSU Extension Items – Eric Karbowksi:
    1. Annual Report.
    2. Agreement for FY25 Extension Services.
  - b. District Court Items – Thea Titus:
    1. Magistrate/Court Administrator/Director of Probation Appointment.
    2. Traffic Clerk Position.
  - c. E.M.S. Life Saving Awards – Steve Young.
  - d. Equalization Items – Val Delamater:
    1. Establish a Fee for a per unit GIS parcel layer.
    2. Establish a GIS Data Licensing Agreement.
    3. Establish an Enhanced Access Policy for GIS.
  - e. BS&A Cloud Software – Tonia Hartline and JT Burgess.
  - f. Various Items – Tim Ladd:
    1. District Court Temporary Magistrate Reimbursement.
    2. County 2025 Budget - Set the Public Hearing Date/Time.
    3. County Wage Study.
  
8. Other Business:
9. Extended Public Comments (Six Minute Limit).
10. Employee/Board Comments.
11. Adjournment.

**Note:** A quorum of the Board of Commissioners may be present at the Committee meetings.

**PUBLIC COMMENT:** The Committee welcomes public comment. We appreciate your attendance and look forward to hearing any concerns you may have. We request that the following rules of procedure be followed: At the beginning and at the end of each Committee meeting, there is time to receive public comment from the audience. If you wish to address the Committee, we ask that you stand, give your name and present your concern.

If you wish to speak while the Committee is addressing a specific issue, you are asked to make arrangements ahead of time with the Committee Chairperson. No comments or questions will be taken at any other time.

If you should require special assistance in order to attend the meeting, please notify the County Administrator/Controller at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.

**OSCEOLA COUNTY  
COMMITTEE OF THE WHOLE MINUTES  
OCTOBER 15, 2024**

The meeting was called to order at 10:09 a.m. by Chairman Gregory at the County Administration Building in Reed City.

Present: Commissioners Tim Michell, Greg Gydesen, Scott Stieg, Mark Gregory, Sally Momany, Jim Custer and David Turner.

Also present: Heather Gray-Register of Deeds, Tonia Hartline-Treasurer, Jeff LaPlante-Community Corrections Director, Michelle Kuz-Animal Control Director, Justin Halladay-C.O.A. Director, Steve Young-E.M.S. Director, Tracey Cochran-County Clerk, Tim Ladd-Administrator/Controller and members of the public.

**Motion by Commissioner Turner, seconded by Commissioner Stieg to approve the agenda as amended. Recommendation carried unanimously.**

Public Comment: Rhonda Lange, Reed City resident, stated a member of the public contacted her regarding Gotion and shared a statement that she recited because the individual could not be present at the meeting.

Employee Comment: Bridgette Miniear, District Court employee, provided information regarding District Court, the additional responsibilities they have taken on and the judge's request to have the recommendations that were submitted in the budget approved.

**Motion by Commissioner Turner, seconded by Commissioner Custer to approve the minutes of October 1, 2024, as presented. Recommendation carried unanimously.**

**Finance Committee October 15, 2024, Meeting Update**

Commissioner Momany gave a budget update and discussed the requests received during the budget process, including those for District Court positions. The Finance Meeting approved several recommendations. Commissioner Momany asked for board guidance regarding the step increase requests for the Civil Clerk, Traffic Clerk, and Criminal Clerk/Office Manager positions, effective January 1, 2025. Discussion held.

**Motion by Commissioner Stieg, seconded by Commissioner Momany to approve moving the Civil Clerk from Grade 6 Step 6 to Grade 6 Step 7. Recommendation carried with Commissioners Custer, Gregory and Michell voting no.**

**Motion by Commissioner Stieg, seconded by Commissioner Momany to approve moving the Traffic Clerk from Grade 6 Step 6 to Grade 6 Step 7. Recommendation carried with Commissioners Custer, Gregory and Michell voting no.**

**Motion by Commissioner Stieg, seconded by Commissioner Momany to approve moving the Criminal Clerk/Office Manager from Grade 8 Step 7 to Grade 8 Step 8. Recommendation carried with Commissioners Custer, Gregory and Michell voting no.**

**Veterans' MVAA CVSF Grant Administrator \$3,600 Stipend**

Tim Ladd, Administrator/Controller, requested board approval for the \$3,600.00 stipend to Justin Halladay who administers the Veterans' MVAA CVSF Grant.

**Motion by Commissioner Michell, seconded by Commissioner Custer to approve the \$3,600.00 Stipend to Justin Halladay as Administrator of the Veterans' MVAA CVSF Grant for 2025. Recommendation carried unanimously.**

**Sheriff Enterprise Sale of 2 Vehicles**

Tim Ladd, Administrator/Controller, requested board approval for the sale of two Sheriff Department vehicles to Enterprise and allow the Clerk to sign the titles. Discussion held.

**Motion by Commissioner Turner, seconded by Commissioner Custer to approve releasing the two Sheriff Department vehicles to Enterprise and to allow the Clerk to sign the titles. Vehicle 1 is a 2015 Dodge Ram VIN#1C6RR7XTXFS705544, Vehicle 2 is a 2014 Dodge Charger VIN# 2C3CDXAG6EH367935. Recommendation carried unanimously.**

**Resolution Regarding Gotion**

Commissioner Gregory spoke to the board about a proposed resolution regarding Gotion. Discussion held on whether the resolution should be addressed at the township level or the county level.

**Motion by Commissioner Michell, seconded by Commissioner Stieg to approve the Resolution Opposing the Establishment of Communist Foreign-Owned Companies. Voting Yes: Commissioners Stieg and Michell. Voting No: Commissioners Momany, Gregory, Turner, Custer and Gydesen. Motion failed.**

**Building Inspections Department Update**

Aaron Holsworth, Building Official, provided a departmental update which included permits issued to date, a continuity plan and a meeting he had with the Potash company in Hersey.

**Hersey Kitchen Project**

Justin Halladay, C.O.A. Director, provided an update on the C.O.A. kitchen project and requested board approval on the Gerber contract. Discussion held.

**Motion by Commissioner Stieg, seconded by Commissioner Momany to approve the estimate from Gerber Construction for the Commission on Aging Kitchen Project as presented by the Director. Recommendation carried unanimously.**

**Elvis Tribute Artist Jake Slater Contract for Seniors Christmas Dinner**

Justin Halladay, C.O.A. Director, requested board approval for the contract with Elvis Tribute Artist Jake Slater for the seniors' annual Christmas dinner.

**Motion by Commissioner Turner, seconded by Commissioner Custer to approve the Elvis Tribute Artist Jake Slator Contract for the Seniors' Christmas Dinner and to allow the Board Chair to sign the contract. Recommendation carried unanimously.**

**E.M.S. Monthly Report**

Steve Young, E.M.S. Director, provided the board with statistical reports for September 2024.

**E.M.S. Policy 103.0 Transfer Coordinators**

Steve Young, E.M.S. Director, requested approval for E.M.S. Policy 103.0 as presented. Discussion held.

**Motion by Commissioner Turner, seconded by Commissioner Stieg to approve the E.M.S. policy 103.0 as presented. Recommendation carried unanimously.**

**E.M.S. Policy 202.13 Echo Unit Operations**

Steve Young, E.M.S. Director, requested approval for E.M.S. Policy 202.13 as presented. Discussion held.

**Motion by Commissioner Turner, seconded by Commissioner Michell to approve the E.M.S. policy 202.13 as presented. Recommendation carried unanimously.**

**E.M.S. Policy 203.0 Vehicle Cleanliness**

Steve Young, E.M.S. Director, requested approval for E.M.S. Policy 203.0 as presented. Discussion held.

**E.M.S. Policy 203.7 Station Cleanliness**

Steve Young, E.M.S. Director, requested approval for E.M.S. Policy 203.7 as presented. Discussion held.

**Motion by Commissioner Turner, seconded by Commissioner Gydesen to approve the E.M.S. policy 203.7 as presented. Recommendation carried unanimously.**

**2011 Ford Ambulance Disposal**

Steve Young, E.M.S. Director, provided an update on the sealed bids for the 2011 Ford Wheeled Coach ambulance. He stated there were no bids received and would like the option to donate the vehicle to the Mecosta/Osceola ISD for the EMT program. Discussion held.

**Motion by Commissioner Turner, seconded by Commissioner Gydesen to approve donating the 2011 ambulance to the Mecosta/Osceola Counties Career Center EMT Program and allow the Clerk to sign the title. Recommendation carried unanimously.**

**Equalization Apportionment Report**

Valarie Delamater, Equalization Director, asked the board to certify the 2024 Apportionment Report. Discussion held.

**Motion by Commissioner Turner, seconded by Commissioner Custer to approve the Equalization Director's Apportionment Report. Recommendation carried unanimously.**

**Friend of the Court Office Manager Position**

David Oostdyk, Friend of the Court Referee, requested board approval to post and fill the Friend of the Court Office Manager position. Discussion held.

**Motion by Commissioner Turner, seconded by Commissioner Stieg to approve Friend of the Court to advertise and fill the full-time Office Manager position. Recommendation carried unanimously.**

**Probate/Family Court Agreement for Lodging of Juvenile Detainees**

Heather Streicher, Probate/Family Court Administrator, requested board approval to enter into an agreement with Saginaw County to lodge juvenile detainees. Discussion held.

**Motion by Commissioner Turner, seconded by Commissioner Michell to approve the Probate/Family Court Agreement with Saginaw County as presented by Heather Streicher. Recommendation carried unanimously.**

**Clerk Board of Canvasser Appointment**

Tracey Cochran, County Clerk, requested board approval to replace Patrick Tiedt, who recently resigned from the Board of Canvassers and to appoint Karen Bluhm to fill the remainder of his term which ends on October 31, 2027. Discussion held.

**Motion by Commissioner Turner, seconded by Commissioner Custer to approve appointing Karen Bluhm to the Board of Canvassers. Recommendation carried unanimously.**

**Corewell Health Hospital Agreement for Inmate Care**

Tim Ladd, Administrator/Controller, requested board approval for the Corewell Health Hospital Agreement for Inmate Care. Discussion held.

**Motion by Commissioner Turner, seconded by Commissioner Stieg to approve the Corewell Health Hospital Agreement for Inmate Care and for the Board Chair to sign the Agreement. Recommendation carried unanimously.**

**CHILL Grant Evert Housing Third-Party Administrator Contract**

Mark Sochocki, Executive Director – Evert Housing Commission, provided a brief update on the program and the contract.

**Motion by Commissioner Turner, seconded by Commissioner Michell to approve the Third-Party Administrator Contract with Evert Housing for the purpose of overseeing the CHILL Grant. Recommendation carried unanimously.**

**Step Increase – January 1st**

Discussion held on possibly moving step increases to January 1<sup>st</sup> of every year, conducting a wage study and the cost of a wage study. Discussion held.

**Elected Official Wages**

Discussion held on wage increases being set at 2.5%. If wages for non-union employees are set higher, then the elected official wages could be changed at a later date.

**Motion by Commissioner Michell, seconded by Commissioner Turner to approve giving all elected officials a 2.5% wage increase for FY2025. Recommendation carried unanimously.**

**Motion by Commissioner Stieg, seconded by Commissioner Turner to go into Closed Session at 11:49 a.m. for the discussion of Collective Bargaining Agreements. Motion carried with seven (7) yes votes.**

**Motion by Commissioner Turner, seconded by Commissioner Gydesen to approve the minutes as read in Closed Session. Motion carried with seven (7) yes votes.**

Other Business: None

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Committee Minutes

Public Comments: Rhonda Lange, Reed City resident, spoke about the Resolution regarding Gotion not being online in the board packet and she read the resolution to those in attendance.

Employee Comment: Jenny Edstrom, E.M.S. Education Coordinator, commented on the ambulance donation.

Motion by Commissioner Turner, seconded by Commissioner Custer to adjourn at 1:14 p.m. Motion unanimously carried.

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Tracey Cochran, County Clerk

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Mark Gregory, Chairman

# Overview of the FY2025 Michigan State University Extension Memorandum of Agreement With Michigan Counties

County investment is crucial to leveraging state and federal funds for the betterment of communities, individuals, families, businesses and farms.

## Considerations

- Michigan State University (MSU) Extension created a single, comprehensive memorandum of agreement (MOA) in 2013, and renewals are signed annually.
- The FY2025 agreement includes a 3% increase in the county investment. This allows MSU Extension to continue to address local needs by investing in relevant, high-quality programming for communities, individuals, families, businesses and farms.
- Our unique partnership with county governments enables officials to provide their constituents with local access to MSU Extension’s vast network of educators, faculty and specialists, as well as statewide programs such as 4-H Youth Development, Extension Master Gardener, agriculture, health and nutrition, natural resources, and community and economic development.
- The majority of MSU Extension educators’ salaries are paid by state and federal funding sources or agreements with partnership organizations such as agricultural commodity groups.
- County investment is critical to ensuring MSU Extension programming fits the needs of the community.
- Many county governments fund additional staffing and programs beyond their base investment to address specific local priorities and needs.
- MSU Extension meets people where they are by offering both in-person and virtual programming. This allows people to get education in the format that best suits their learning styles.

The foundational three-way partnership between county, state and federal government helps MSU Extension provide high-value, focused education and research that meets local needs. It also instills confidence in existing and potential funding partners that share our goals. County investments have helped us leverage funding with private and nonprofit organizations, foundations and corporations.

These additional investments have allowed us to increase our employee compensation

packages to hire and retain quality faculty and staff members **at no cost to county government**. We have shouldered these compensation increases by streamlining our operations and maintaining a funding model that does not put the burden on local investors. This, and conservatively managing our resources, allows us to continue to hire and retain high-quality, talented professionals while keeping our request to increase base county funding by only 3%.

## Bottom line

- MSU Extension continues to conservatively manage our resources and streamline operations.
- An additional 3% county investment allows us to continue to invest in highly qualified faculty and staff members to bring valuable programming to residents.
- Although 3% is the base county investment increase, we will work with counties to explore additional program positions and seek funding support in areas that address specific local priorities.

## **AGREEMENT FOR EXTENSION SERVICES**

This AGREEMENT FOR EXTENSION SERVICES (“Agreement”) is entered into on \_\_\_\_\_ by and between Osceola 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.

.9 FTE MSU employed Clerical Support Staff

*Optional:*

4. Funding for additional Extension educators at **0** FTE
5. Funding for additional 4-H program capacity at **.5** FTE
6. Funding for Office Operating
7. Collection and distribution on behalf of MSUE funds provided by the millage approved by the voters of Osceola County on August 2, 2022. The millage collected will provide funds for the following:
  - a. Annual Extension Assessment, contributions of MSUE and County as outlined in this Agreement and other usual and customary Extension Office Operating and Personnel expenses.
8. Total Annual Assessment in the amount of **\$158,921**

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) \$49,421

**ADDITIONAL PERSONNEL**

**B.** .9 FTE Clerical Support Staff to be employed by MSU \$65,571

**C.** 0 FTE Educator (Program Area: ) \$0

**D.** .5 FTE Additional 4-H Program Coordination \$36,429

**E.** Consumer Horticulture/Master Gardner Program Instructor \$4,000

**F.** Office Operating \$3,500

**TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2025: \$158,921**

**I. Term and Termination**

The obligations of the parties under this Agreement will commence on January 1, 2025, the first day of the County budget year 2025 and shall terminate on the last day of such County budget year 2025. 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 Osceola County Courthouse, 301 W Upton, Reed City, MI 49677-1182, 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: Executive Director

Date: \_\_\_\_\_

**OSCEOLA 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](mailto:anr.support@msu.edu) where they will be routed to the best person to assist you.

## OSCEOLA COUNTY ENHANCED ACCESS TO PUBLIC RECORDS POLICY

This policy is established pursuant to the authority of the Enhanced Access to Public Records Act, 1996 P.A. 462.

### **1. DEFINITIONS**

- A. "Enhanced access" means a public record's immediate availability for public inspection, purchase or copying by digital means. Enhanced access does not include the transfer of ownership of a public record.
- B. "Geographical Information System" means an informational unit or network capable of producing customized maps based upon a digital representation of geographical data.
- C. "Person" means that term as defined in section 2 of the freedom of information act, Act No. 442 of the Public Acts of 1976, being section 15.232 of the Michigan Compiled Laws.
- D. "Public Body" means that term as defined in section 2 of the freedom of information act, Act No. 442 of the Public Acts of 1976, being section 15.232 of the Michigan Compiled Laws.
- E. "Public Record" means that term as defined in section 2 of the freedom of information act, Act No. 442 of the Public Acts of 1976, being section 15.232 of the Michigan Compiled Laws.
- F. "Software" means that term as defined in section 2 of the enhanced access to public records act, Act No. 462 of the Public Acts of 1996, being section 15.442 of the Michigan Compiled Laws.

### **2. AUTHORIZATION**

- A. Pursuant to 1996 P.A. 462, all Osceola County government public bodies may provide enhanced access for the inspection, copying, or purchasing of a public record that is not confidential or otherwise exempt by law from disclosure. [Sec. 3(1) (a); Sec.3(3)].
- B. This policy does not require a public body to provide enhanced access to a specific record, if that public body has not established an enhanced access policy in accordance with Section 3(3) of 1996 P.A. No. 462, being section 15.443(3) with respect to that specific public record.
- C. County elected officials, department heads, agencies, boards, and councils legally responsible for the creation, preparation, ownership, custody, control, maintenance, preservation, guardianship, retention, possession or use of a public record shall select which public records may be made through enhanced access.

- D. Principles and policies to be considered in determining which public records shall be made available through enhanced access include, but are not limited to the following.
1. Management principles applied to information resources should be the same as those applied to other governmental resources.
  2. Elected officials, department heads, agencies, boards, commissions, councils and other county public bodies legally responsible for the creation, preparation, ownership, custody, control, maintenance, preservation, guardianship, retention, possession or use of a public record have the responsibility, authority and accountability for the management of public record information.
  3. Information resources investments must be driven by legal, programmatic and governmental requirements.
  4. Osceola County government, in trust for the people of Osceola County, has a duty to ensure ownership of information products and county created intellectual property is protected and maintained.

### 3. **FEES**

- A. It is the policy of Osceola County to charge a reasonable fee for the following:
- (i) Providing enhanced access to a public record.
  - (ii) Providing access to a geographical information system.
  - (iii) Providing output from a geographical informational system.
- B. "Reasonable fee" means a charge calculated to enable Osceola County to recover over time only those operating expenses directly related to the public body's provision of enhanced access. See attached Equalization and GIS fee schedule. The fee schedule is subject to change.
- C. "Operating expenses" includes, but is not limited to, a public body's direct cost of creating, compiling, storing, maintaining, processing, upgrading, or enhancing information or data in a form available for enhanced access, including the cost of computer hardware and software, systems development, employee time, and the actual cost of supplying the information or record in the form requested by the purchaser.
- D. Except as otherwise provided by act or statute, the Equalization Department shall recommend and the Board of Commissioners shall approve proposed reasonable fee(s) for enhanced access or for access to a geographical information system or the output from a geographical information system before they shall become effective.

- E. Except as otherwise provided by act or statute, all persons shall be charged the reasonable fee approved by the Board of Commissioners for enhanced access to a public record or for access to a geographical information system or the output from a geographical information system.
- F. A public body may furnish access or enhanced access without charge or at a reduced charge if the public body determines that a waiver or reduction of fee is in the public interest because enhanced access can be considered as primarily benefiting the general public. Examples may include, but are not limited to, instances when:
  - 1. The information is critical to public health or safety;
  - 2. The information is required for non-profit research purposes such as academic or public interest research;
  - 3. The information is required to meet legal, programmatic or governmental objectives;
  - 4. The information explains the rights, entitlements and/or obligations of individuals;
  - 5. The cost of administering the fees would exceed the revenue to be collected;
  - 6. The reasonable fee established would have a serious detrimental impact on the financial position of particular groups or classes of users;
  - 7. The reasonable fee established would limit the number of users enough to compromise achieving program or other governmental objectives.
- G. Waiver or fee reductions shall be decided by the elected official, department head, agency, board, commission, council or other county public body legally responsible for the creation, preparation, ownership, custody, control, maintenance, preservation, guardianship, retention, possession or use of the public record(s) in question.

#### 4. **USE**

- A. The use of the geographical information system data is for the sole purpose of the users lawful business activity and for no other purpose. To ensure that all output from the geographical information system is protected a waiver will be required. See attached GIS Data Licensing Agreement.

## **5. DISCLAIMER**

- A. Recipients of access or enhanced access receive all information "AS IS". Osceola County, its officers, officials, employees, agents, volunteers, contractors or its public bodies, make no warranties of any kind, including but not limited to warranties of accuracy, fitness for a particular purpose, or of a recipient's right of use. Recipients are solely responsible for investigating, resisting, litigating and settling such complaints, including the payment of any damages or costs, unless the Osceola County Board of Commissioners, by resolution adopted by a majority of those elected and serving, elects to participate in the process at the County's expense.

**Equalization & GIS Fee Schedule**

2025 Fee Schedule

Revenue Line: 101-257-635.00

**Public**

		Per
GIS shape files:	\$5,000.00	county
	\$300.00	unit

## Printed records\*:

		Per
Real Estate Summary	\$2.00	parcel
Assessment Roll	\$2,800.00	county
Assessment Roll	\$200.00	unit/township/village
Assessment Roll	\$50.00	subdivision/section
Assessment Roll	\$2.00	page
Tax Maps	\$3.00	each
GIS Maps	\$5.00	each

## Electronic records\*:

(in Excel or ASCII Delimited)		Per
Parcel Information	\$0.30	parcel
	\$2,000.00	county
	\$120.00	unit/township/village
	\$25.00	subdivision/section

\* Requestor must be specific about which parcels they are requesting.  
Equalization does not sort or select the parcels.

All electronic parcel information will include the following:

Parcel #	Owner	Mail to address	Property address	Current class
	School District	SEV TV	PRE/QA% Acres	Legal Description

Sale information must be obtained from the Register of Deeds.

**Townships / Cities**

		Per
Assessment / Tax Roll Maintenance & Printing		\$2.35 parcel
If unit prints their own notices and bills (unit reimburses county for postage)	deduct	(\$0.10) parcel per cycle

GIS parcel updates	\$15.00	split/combo
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**Villages**

		Per
Assessment / Tax Roll Maintenance & Printing		\$0.30 parcel
If village prints their own bills. (village reimburses county for postage)	deduct	(\$0.10) parcel

**COUNTY OF OSCEOLA – GIS DATA LICENSING AGREEMENT  
(TERMS AND CONDITIONS)**

This agreement is a license given to the LICENSED USER, ("USER"), by the COUNTY OF OSCEOLA.

**WHEREAS**, the COUNTY OF OSCEOLA is the designer and developer of product(s) specified in the agreement (referred to as "PRODUCT") with the right to license and distribute the PRODUCT; and

**WHEREAS**, the USER is an individual, an organization, a corporation, a government entity or a member of a joint venture who will make lawful use of the PRODUCT in USER's business activity; and

**WHEREAS**, the USER desires a license to use the PRODUCT and the COUNTY OF OSCEOLA desires to grant a license to the USER for the sole purpose of permitting the USER to use the PRODUCT in the USER's business activity and for no other purpose whatsoever;

**NOW, THEREFORE**, the parties agree:

**1. PRODUCT**

**1.1 Licensed PRODUCT(s).** This license applies to the digital photographs and data from the County's Geographic Information System, and enhanced access to that system.

**1.2 Grant of License.** For and in consideration of the USER's covenant, payments under Section 5, and the USER's compliance with the terms and conditions of this license, the COUNTY OF OSCEOLA hereby conveys to USER a nonexclusive license to use the PRODUCT.

**2. USE**

**2.1 Permitted Use.** This license is granted for the sole purpose of permitting the USER to use the PRODUCT in its lawful business activity and for no other purpose whatsoever.

**2.2 Restrictions on Use.**

(a) Unauthorized Use. USER shall not use the PRODUCT on behalf of any other person or organization (including, but not limited to networks, timesharing, or multiple CPU arrangements) unless authorized in writing by the County of OSCEOLA.

(b) Copies. USER shall not duplicate the PRODUCT except for the following:

1. USER may make copies of the PRODUCT for backup purposes as long as the USER agrees not to use the backup copy for any purpose other than to replace lost or damaged original data.

2. USER may translate the PRODUCT into other formats and/or media. These "reformats" shall be subject to the same restrictions as the PRODUCT under this agreement.

**2.3 Reserved Rights. The COUNTY OF OSCEOLA retains all rights, title and interest in the PRODUCT, including the right to license the PRODUCT.**

**3. MAINTENANCE OF DIGITAL DATA**

**3.1 Periodic Update.** At its option, the COUNTY OF OSCEOLA may supply a data update service in its current format for an additional fee.

**4. TERM**

**4.1** The term of this agreement shall not be restricted as to time, except as set forth in 4.2 below, and shall commence the date the agreement is signed.

**4.2** The term of the license shall expire at such time as the USER discontinues use of the PRODUCT, unless the USER fails to comply with any term or condition provided herein at which time the license shall be revoked. The license shall be revoked by the COUNTY OF OSCEOLA by written notice of revocation to the USER.

**5. PAYMENT**

**5.1 Time for Payment.** Initial payment of fees shall be made at the time the license is granted, or as set forth in 5.2. Fees will be charged according to the rate schedule adopted by the Osceola County Board of Commissioners.

**5.2 Periodic Update Option.** The fees for the periodic update option are due and payable upon receipt of the PRODUCT.

**5.3 Payment Requirements.** Full payment is required at the time the PRODUCT is purchased. Upon receiving full payment, the PRODUCT will be available for the USER.

**6. DELIVERY**

The COUNTY OF OSCEOLA shall deliver the PRODUCT to USER according to the following conditions:

(a) The COUNTY OF OSCEOLA shall package, ship and deliver the PRODUCT to the USER at the address specified in the agreement or a designated alternate address.

(b) The COUNTY OF OSCEOLA shall not assume any liability for shipment of the PRODUCT.

(c) The COUNTY OF OSCEOLA shall choose the method of delivery in the absence of prior shipping instructions.

(d) Dates specified for delivery of the PRODUCT shall be postponed automatically if the COUNTY OF OSCEOLA is prevented from meeting those dates by any cause beyond its reasonable control.

**7. WARRANTY**

**7.1 Limited Warranty.**

(a) The COUNTY OF OSCEOLA shall use its best efforts to ensure that the PRODUCT is delivered free of physical defect.

(b) The COUNTY OF OSCEOLA shall have the sole authority to determine whether the PRODUCT, at the time of delivery, was free of physical defect.

**(c) The COUNTY OF OSCEOLA disclaims all other warranties, express or implied, regarding the PRODUCT.**

**7.2 Remedy.**

(a) USER's sole and exclusive remedy for breach of this limited warranty will be to return the PRODUCT within 60 days of receipt.

(b) The COUNTY OF OSCEOLA shall, at its discretion, retain the returned PRODUCT and refund the fee for the license, or replace the PRODUCT, or repair the PRODUCT and return it to the USER.

**8. ASSIGNMENT AND TRANSFER/NON-DISCLOSURE**

USER shall not disclose, lease, sell, distribute, make, transfer or assign the PRODUCT, or engage in any other transaction which has the effect of transferring the right to use any part of the PRODUCT without the prior written consent of the COUNTY OF OSCEOLA.

**9. NO LIABILITY**

The COUNTY OF OSCEOLA and local government agencies who provide information in the PRODUCT shall not be liable for any activity involving the PRODUCT or the use of the product.

**10. TERMINATION**

**10.1 USER Rights.** Upon the expiration or revocation of this license, the rights of the USER shall cease.

**10.2 Expiration.** The license expires when the USER ceases to use the PRODUCT.

**11. MISCELLANEOUS**

**11.1 Applicable Law: Venue.** The parties agree that venue for any action or claim arising out of the PRODUCT or this license shall be in Osceola County, Michigan.

**11.2 Entire Agreement.** This license contains the entire agreement of the parties.

**11.3 Authority.** Persons whose signatures appear as "LICENSED USER" on this license agreement represent that they are authorized to sign for themselves and the business or entity identified as the USER.

**12. WAIVER AND RELEASE**

The USER waives all claims against the COUNTY OF OSCEOLA regarding the nature, quality and usefulness of the PRODUCT, and releases the COUNTY OF OSCEOLA from all liability arising out of the use of the PRODUCT.

\_\_\_\_\_  
Printed Name of Licensed User

\_\_\_\_\_  
Address of Licensed User

\_\_\_\_\_  
Signature of Licensed User Date#

**Proposal for:**  
**Osceola County MI**  
**October 31, 2024**  
**Quoted by: Wilhelmina Korpi**

**Software and Services for BS&A Cloud Upgrade**



*Thank you for the opportunity to quote our software and services.*

*At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.*

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

## Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

### Upgrade - Cloud Modules - Annual Fee

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#### Financial Management

General Ledger	\$3,475
Accounts Payable	\$2,910
Cash Receipting	\$3,100

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#### Personnel Management

Payroll	\$4,930
Human Resources	\$3,380
Timesheets	\$2,435

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#### Community Development

Community Development	\$10,450
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#### Property

Assessing	\$9,575
Tax	\$7,850
Delinquent Tax	\$11,870
Principle Residence Exemption Audit	\$1,815

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#### BS&A Online

*Upgrade fees for BS&A Online subscription services will be charged at the next renewal period*

Community Development <i>Permit Application Feature - Enables contractors and the general public to submit permit applications online</i>	\$4,970
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Subtotal **\$66,760**



## Upgrade Implementation – Financial Management and Personnel Management

### Services include:

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption
- Project schedule aligned with your processes and needs, ensuring a seamless transition timeline
- Expedited upgrade to cloud capturing existing process to minimize demands required of client teams
- Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization
- Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources
- Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted
- Preliminary data conversion with attachments, mirroring final conversion for a smooth transition
- Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing
- Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes
- Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Automated scaffolding of users and security roles based on your previous configurations
- Conversion of approval workflows based on role-based security, maintaining established processes
- As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment
- Documentation of our standard processes, facilitating easy access to essential information
- Upgrade training
- Prioritized response post go-live for 2 weeks from the upgrade team
- 3 post go-live survey touch points to check-in on post-go live experience
- Remote go-live assistance and remote office hours for a successful transition to the cloud-based software
- Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost

**\$52,700**

## Project Management and Implementation Planning - Property

### Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

**\$3,500**

## Implementation and Training - Property

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

### Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	2		<b>\$2,000</b>
Property Modules	Days:	8		<b>\$8,000</b>
	Total:	10	Subtotal	<b>\$10,000</b>

## Cost Totals

Modules - <b>Annual Fee</b>	\$66,760
Upgrade Implementation – Financial Management, Personnel Management, Community Development	\$52,700
Project Management and Implementation Planning - Property	\$3,500
Implementation and Training - Property	\$10,000
<b>Total Proposed</b>	<b>\$132,960</b>
<i>Travel Expenses</i>	<i>\$3,170</i>

### Payment Schedule

- 1<sup>st</sup> Payment: **\$29,850** to be invoiced upon execution of this agreement.
- 2<sup>nd</sup> Payment: **\$61,790** to be invoiced at activation of customer's site.
- 3<sup>rd</sup> Payment: **\$39,520** to be invoiced upon completion of training.
- 4<sup>th</sup> Payment: **\$4,970** to be invoiced upon next renewal of subscription-based BS&A Online features.

## Additional Information

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### Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

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### Cash Receipting Hardware

			Quantity		Cost
Epson THM-6000V Series Receipt Printer*	\$1,100	x	_____	=	\$_____
APG Series 100Cash Drawer**	\$275	x	_____	=	\$_____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$275	x	_____	=	\$_____

**This will add \$\_\_\_\_\_ to the Total Proposed.**

*\*IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer.*

Please provide the number of cash drawers that will be hooked up to the printer\_\_\_\_\_

Note: The availability, model numbers, and pricing for all third party hardware listed above is subject to availability from the manufacturers. In the event that the listed hardware is no longer available at the time of purchase, a comparable replacement will be available, at the then current cost. Returns require pre-approval, and all purchased equipment must be shipped back to BS&A in its original packaging. Returns are subject to a re-stocking fee of \$50.00.

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### BS&A Online

#### Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).