

*"Menominee – Where the best of Michigan Begins"*

## MENOMINEE COUNTY BOARD OF COMMISSIONERS

*Menominee County Courthouse  
839 10<sup>th</sup> Avenue  
Menominee, MI 49858*

*Brian R. Bousley– County Administrator  
Sherry DuPont – Administrative Assistant  
Telephone: (906) 863-7779 or 863-9648  
Fax: (906) 863-8839*

The Menominee County GIS Ad Hoc Committee  
will meet on Monday, February 22, 2016 @ 3:00 p.m. CST  
at the Stephenson Annex Building, Stephenson, Michigan

### AGENDA

*--A Quorum of the Menominee County Board of Commissioners may be present--*

- A. Call to Order
- B. Roll Call
- C. Approval of Agenda
- D. Approval of Previous Minutes
- E. Public Comment
- F. Business
  - a. Discuss Menominee County GIS project
- G. Any Other Items Members Wish to Present
- H. Correspondence
- I. Public Comment
- J. Adjournment

*Charlie Meintz – Chairperson*

*Larry Schei – Vice Chairperson*

*Raymond Williams James Furlong*

*William Cech*

*Bernie Lang*

*Gerald Piche*

*Jan Hafeman*

*John Nelson*

MOA attached. Feel free to provide feedback. Costs are below and are based on the fee schedule we're developing for CUPPAD.

The annual cost for the County is reflective of 2 Counties initially joining the Regional GIS project – Delta and Menominee. Annual cost could be lower if additional Counties or if Cities join the Regional GIS in the future.

**Costs if Member of CUPPAD**

\$35,000/year = \$36/hr for shared staff person

\$3/parcel for parcel development/cleanup.

**Costs if Non-Member of CUPPAD**

\$39,500/year = \$41/hr for shared staff person

\$4/parcel for parcel development/cleanup

**Some items of note:**

- Townships will receive a “membership cost” for specific Township mapping projects (zoning project for example) if under County GIS umbrella. This is to provide the same benefit to all Townships within the County for mapping needs. For projects under 2 hours of work, Townships won't be charged for those requests (for a reasonable number of requests). If a Township is requesting 2 hours of mapping every week, we may have to start charging them.
- Parcel cost is for initial parcel mapping/parcel cleanup. Annual parcel updates will be included as part of the annual GIS cost. We were given an estimated parcel count of 27,000 (not sure if this included the City). Based on that estimate, initial parcel project would be \$81,000 if Menominee County is a CUPPAD member, or \$108,000 if not a CUPPAD member. Again, if this initial count included the City and we remove those, these amounts will be lower.
- The primary tool for accessing parcel and mapping information will be online. By doing an online mapping system, the County doesn't have to purchase software/servers/computers to maintain – that is done at CUPPAD in order to continue serving and improving the online maps. If specific needs or applications are required that cannot be fulfilled with the online tools, we can assess those as they arise. And paper maps are always an option.
- Since the County, like CUPPAD, is on an Oct-Sept fiscal year, we obviously won't charge the full annual amount for the remaining fiscal year if the County gets on-board in the next month or two. Depending on when the MOA is signed and work begins, we'll figure out the appropriate amount through September 2016. Starting October 1 2016, the full amount would be requested and per the MOA can either be payed in full upfront or in quarterly payments.

Let me know what additional questions you may have prior to next week's meeting. We appreciate your time and look forward to working with the County and Townships.

**Nathan Fazer, Community Planner**

*Central U.P. Regional Planning*

2950 College Ave.

Escanaba, MI 49829

Office: (906) 786-9234 ext. 1377

Cell: (906) 280-5609

<http://www.cuppad.org>

**MEMORANDUM OF AGREEMENT BETWEEN  
CENTRAL UPPER PENINSULA PLANNING & DEVELOPMENT COMMISSION (CUPPAD)  
AND  
MENOMINEE COUNTY, MI**

This Memorandum of Agreement (MOA) is made and entered into by and for the Central Upper Peninsula Planning & Development Commission, a multi-jurisdictional Planning & Development Agency, and Menominee County, a subdivision of the State of Michigan, on this the [date].

The Central Upper Peninsula Planning & Development Commission is a state designated planning and development region (SDPD) tasked with multi-jurisdictional assistance to local units of government in the Central U.P. by sharing resources to eliminate duplication of effort and reducing costs. Menominee County is located within the boundaries of the Central U.P. The Central Upper Peninsula Planning & Development Commission, hereinafter referred to as "Regional Planning", and Menominee County, are hereinafter collectively referred to as "the parties."

RECITALS

WHEREAS, the parties desire to establish and maintain a relationship which will ensure adequate coordination with respect to development and on-going operation of a common Geographic Information System, hereinafter referred to as a "GIS". The establishment of this GIS requires the creation of a GIS Department to manage, develop, and enhance the County's GIS system; and,  
WHEREAS, the parties intend to cooperate in providing GIS services to County Departments and local units of government located within Menominee County; and,  
WHEREAS, the parties agree to combine monetary and human resources, and share common information required to create a successful County GIS; and,  
WHEREAS, the parties desire to define roles and responsibilities of the GIS Department and define the workflows that will be required between the parties; and,  
WHEREAS, the parties seek agreement on how data sets are created, maintained, deployed, distributed, and made available to both the parties and the public; and,  
WHEREAS, the result of this MOA will be the annual release of funding by Menominee County for the Central Upper Peninsula Planning & Development Commission to assist in creating and maintaining a County GIS system. This system will be composed of computers, hardware, software, and data that creates an integrated and shared Geographic Information System. The system will be managed by Central Upper Peninsula Planning & Development Commission staff with input from the Menominee County Administrator, Menominee County Department Heads, and the Menominee County Equalization Department.

This Memorandum of Agreement will provide part of the foundation needed to promote and provide the means to realize the sharing of geographic data among all levels of government.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Establishment

The parties hereby agree to establish a joint Regional GIS Department, housed within the Regional Planning office.

2. Objectives of the Regional GIS Department

GIS information and data is an important factor in maintaining efficient and effective government operations. Decisions require the support of accurate, timely and integrated information about land based issues and other factors. GIS activities consist of automated applications; telecommunications; data processing resources and services; member and community educational programming which uses GIS; the support elements such as funding, personnel, facilities, contracts, training and related services; tabular data and information associated with geographic land based issues.

Maximum benefits and effective use of GIS can only be fully realized through coordinated efforts and sharing of resources. The Regional GIS Department shall monitor, evaluate and make recommendations to the Menominee County Board of Commissioners on the needs, direction, priorities, standards, funding and responsibilities for GIS projects and initiatives within Menominee County.

2.1 Roles and Responsibilities

The objectives of the Regional GIS Department shall include, but not be limited to, the following:

1. Establish a forum at the County level to identify opportunities and to develop and promote initiatives for the application of GIS, and inform GIS users and the public on the status of GIS activities.
2. Identify, recommend and communicate adequate planning, data standards (using FGDC standards and metadata) and quality controls for the implementation and operations of GIS.
3. Be the point of contact for County projects that may include GIS work or GIS data requests by contractors and subcontractors.
4. Promote GIS within the County by providing informational meetings and workshops to local elected officials, Township staff, local assessors, and emergency management.
5. Participate in educational programs, trainings, workshops, and meetings regarding GIS for the benefit of the Region, County, local units of government, and taxpaying citizens of Menominee County.
6. Engage area schools and learning centers on the importance of geographic information and assist in the development of GIS educational programs and classes.

### 3. Finances

#### 3.1 Budget

The Regional GIS Department shall prepare an annual report for the review of the County Board of Commissioners. Such a report shall include the previous year's budget and activities, as well as the proposed budget and anticipated activities for the upcoming year. This report shall be submitted by the Regional GIS Department to the County Administrator's Office by September 30th of each year. Budgets and budget amendments shall be reviewed and approved by the County Board of as part of the regular budget process. In the event the decision is made by Menominee County to no longer provide funding to the Regional GIS Department, the parties shall adhere to Section 10, Termination, of this Agreement.

#### 3.2 Payments

It is recommended that payments made by Menominee County to the Regional Planning office shall be done on a quarterly basis. However, both parties can agree on an alternate payment schedule if needed.

### 4. Map and Data Ownership

The County shall maintain all rights, properties, and ownership of its existing and future GIS datasets and maps. Regional Planning shall disclose this on any hardcopy products that are produced on behalf of Menominee County. The County grants the Central Upper Peninsula Planning & Development Commission a license to use the County's digital data sets within its GIS (such as orthoimagery, cadastral maps, address points, road centerlines, and any other digital data sets found to mutually benefit all parties) in its daily activities, both on behalf of the County and for Regional purposes.

### 5. Schedule and Workflow

The parties agree to develop, and follow, an appropriate schedule of when products shall be delivered and when updated versions of data shall be distributed within the County. The parties shall determine and document appropriate workflows for GIS data requests, map requests, and any other requests. These workflows shall determine the appropriate steps and timelines for delivering products or datasets, how fees and other finances shall be handled. These schedules and workflows shall be reviewed annually.

### 6. Data Distribution

The County shall allow the Regional Planning office to distribute County digital GIS data to those that request the data, granted the County's Enhanced Access Policy is followed, the requester has submitted payment to the County, and the requester has signed a Digital Use Agreement. Data may be provided on CD, DVD, USB Thumb Drive, email, or by FTP/Online download.

### 7. Amendment and Modification

Amendments or changes to this MOA may be submitted by either party. However, any changes or amendments shall be mutually approved by both parties.

8. Effective Date

This agreement becomes effective upon the date of the last approving signature and will remain in effect indefinitely until superseded, rescinded, or modified by written, mutual agreement of both parties.

9. Term

The term of this Agreement shall be from the date upon which it is fully executed by the parties and continue in force and effect until terminated pursuant to the provision of item 10 of this agreement.

10. Termination

10.1 Without Notice.

10.1.1 The parties mutually consent to termination in writing.

10.2 With Notice.

10.2.1 Any party breaches any duty, term or condition of this agreement.

10.2.2 Either party commits a fraud or misrepresentation upon the other party.

10.2.3 Either party gives 60 days written notice.

Upon termination of this MOA, the Central Upper Peninsula Planning & Development Commission may continue to use the data provided to it by the County for Regional purposes, granted the data be marked and noted that it has not been updated as of the date of the last update prior to termination. The Central Upper Peninsula Planning & Development Commission may no longer distribute the County's digital data on behalf of the County without prior written consent from the County.

11. Communications and Coordination Representatives

To provide for consistent and effective communication between the Central Upper Peninsula Planning & Development Commission and Menominee County, each party shall appoint a principal representative to serve as its central point of contact on matters relating to this MOA. The principal representatives for this MOA are listed below.

Central Upper Peninsula Planning & Development Commission  
Steve Lenaker, GIS Coordinator  
2950 College Ave.  
Escanaba, MI 49829  
Phone: 906.786.9234

Menominee County  
Brian Bousley, County Administrator  
839 10th Ave.  
Menominee, MI 49858  
Phone: 906.863.7779

SIGNATURES

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Executive Director, CUPPAD

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DATE

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County Administrator, Menominee County

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DATE