COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS'
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, December 18, 2018
301 West Upton Ave., Reed City, Michigan
2nd Floor, Board of Commissioners' Room, 9:30 a.m.

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.


4. Employee/Board Comments.


6. Consider Payment of Claims.

7. Old Business:
   A. Discuss Items – Susan Vander Pol:
      1. Indigent Defense Contract.
      2. Command Unit Letter of Understanding.
   B. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.

8. New Business:
   B. Discuss E.M.S. Items – Jeremy Beebe:
      1. Zuercher Software Interface with Dispatch.
      2. Purchase of Video Laryngoscopes.
   C. Discuss Medical Marihuana Grants to Counties – Cathleen Graham, Cannabis Nurse.
   D. Consider PA 116 Applications for D. Wirth – Karen Bluhm.
   E. Discuss Probate Court Copier Lease Agreement – Susan Vander Pol.
   F. Discuss Date for Employee Service Recognition Presentation – Susan Vander Pol.
   G. Presentation of Certificates of Recognition – Larry Emig.
   H. Overview and Discussion of the Open Meetings Act, Freedom of Information Act and Employment Terminology – Dave Stoker, Esq., Cohl, Stoker and Toskey, P.C.

9. Other Business:

10. Employee/Board Comments.
11. Extended Public Comments (Six Minute Limit).

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 Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.
The Committee meeting was called to order at 9:36 a.m. by Chairman Emig.

Present: Commissioners Jack Nehmer, Jill Halladay, Larry Emig, Alan Tiedt, Pam Wayne and Mark Gregory.

Also present: Don LaBrenz-Building Official, Justin Halladay-Undersheriff, Captain Russ Wayne-Jail Administrator, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk and several members of the public.

Motion by Commissioner Nehmer, seconded by Commissioner Halladay, to approve the agenda as amended. Motion carried.

Brief Public Comment: David Eggel, Sherman Township Supervisor, shared concerns regarding the Emergency Medical Service schedule in their area of the County.

Scott Schryer, McBain, Michigan, addressed the Board regarding his former employment as Commission on Aging Director.

Employee/Board Comment: Tracey Cochran, Payroll/HR Specialist, advised Board members of a problem found in their salaries over the past year and the corrective action to be taken.

Moved by Commissioner Gregory, seconded by Commissioner Halladay, to approve the minutes of November 6, 2018 and November 20, 2018, as presented. Motion carried.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to approve the claims of the County in the amount of $55,849.77. Recommendation was unanimously supported.

**Building Official Employment**

Don LaBrenz, County Building Official and Inspector, along with Susan Vander Pol, County Coordinator, spoke about Mr. LaBrenz being able to continue as an Independent Contractor rather than putting him on the payroll. Susan asked for the Board to renew his contract, which expires at the end of 2018 for another year. A lengthy discussion was held. No action was taken.

**Indigent Defense Budget**

Susan Vander Pol, County Coordinator, spoke about the proposed budget that will be used in the process of setting up a contract for the proposed system. The Board doesn’t need to approve today, but will become a part of the contract when it is completed. A brief discussion was held.

**Budget Amendments, Cash Transfers and Journal Register Reports**

Commissioner Tiedt reviewed budget amendments presented and asked for approval for those and the Treasurer’s Journal Register Report.

Recommended by Commissioner Tiedt, seconded by Commissioner Gregory, to approve the budget amendments and County Treasurer’s November Journal Register Report for October postings as presented.

**Veteran Service Grant**

Susan Vander Pol, County Coordinator, spoke about an opportunity to possibly obtain a $25,000 Veteran Service Grant. Discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to approve the 2018 County Veteran Service Fund Grant as presented and authorize the Chairman to sign. Recommendation was unanimously supported.
MSU Extension 2019 Memorandum of Agreement
Shari Spoelman, MSU District Coordinator, reviewed the annual agreement between MSU and Osceola County for Extension services. She noted it is consistent with the adopted 2019 approved budget. A brief discussion was held.

Recommended by Commissioner Wayne, seconded by Commissioner Tiedt, to approve the Agreement for Extension Services with Michigan State University on behalf of Michigan State University Extension and authorize the Chairman to sign. Recommendation was unanimously supported.

MSHN-SUDOPB Intergovernmental Agreement
Chairman Emig explained the proposed Intergovernmental Mid State Agreement. The agreement is a continuation of the present agreement which is currently in place. A brief discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to approve the Mid-State Health Network 2019 Substance Use Disorder Oversight Policy Advisory Board Intergovernmental Agreement and authorize the Chairman to sign. Recommendation was unanimously supported.

C.O.A. MIPPA 2018 Beneficiary Outreach & Assistance POS Contract
Susan Vander Pol, County Coordinator, explained the contract amendment to our contract with MIPPA for senior services. A brief discussion was held.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to approve the 2018 MIPPA Beneficiary Outreach and Assistance Purchase of Services Contract Amendment and authorize the Chairman to sign. Recommendation was unanimously supported.

C.O.A. Building Security
Susan Vander Pol, County Coordinator, updated on some additional steps being taken at the Commission on Aging facility in Evart. She noted these are similar to what has been done within other County departments.

C.O.A. In-Home Services over Holidays
Susan Vander Pol, County Coordinator, explained the need for in-home services to continue being provided for seniors during the holidays, however the current County policy would need to be waived in order to allow this to happen. A brief discussion was held.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to waive the County holiday policy for office closure for Commission on Aging to allow for in-home services to be performed. Recommendation was unanimously supported.

State Marijuana Legislature
Susan Vander Pol, County Coordinator, informed Board members of a possible grant opportunity for the County related to the new marijuana law. She explained it can only be used for educational purposes and will involve reporting and monitoring. Osceola County qualifies for $7,889.00 and does not apply to law enforcement. Undersheriff Halladay spoke briefly on the issue. Discussion was held, but no action was taken.

Employee/Board Comment: Karen Bluhm, County Clerk, asked for direction from the Board as to when they plan on scheduling their 2019 organizational meeting. January 2, 2019 at 9:30 will be the day and time of this meeting.

Extended Public Comments: Scott Schryer, McBain, Michigan, addressed the Board a second time continuing his opening comments.

Motion by Commissioner Nehmer, seconded by Commissioner Elkins, to adjourn at 11:02 a.m. Motion carried.

Karen J. Bluhm, County Clerk
Larry Emig, Chairman
<table>
<thead>
<tr>
<th>County Name</th>
<th>Primary MIDC Project Contact (Email)</th>
<th>Have you already entered into the MIDC grant funding agreement?</th>
<th>Based on the current language presented to you by MIDC, do you plan to enter into the agreement?</th>
<th>Please list any outstanding issues/provisions that prevent you from entering into the agreement at this time:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allegan</td>
<td><a href="mailto:rsarro@allegancounty.org">rsarro@allegancounty.org</a></td>
<td>No</td>
<td>No</td>
<td>Oakland/Wayne Draft Agreement addresses several concerns; still very concerned about reporting, termination and cost savings.</td>
</tr>
<tr>
<td>Delta</td>
<td><a href="mailto:pstrom@deltacounty.org">pstrom@deltacounty.org</a></td>
<td>Yes</td>
<td></td>
<td>I will be entering into a contract but haven't looked at some of the ones that I have received from other counties. Once I have done that then I will make a decision. I am in the process of working on the budget, which I have not submitted to them yet.</td>
</tr>
<tr>
<td>Clare</td>
<td><a href="mailto:byarnt@clareco.net">byarnt@clareco.net</a></td>
<td>No</td>
<td>No</td>
<td>Not at this time - we are waiting for a 2nd vote from our Commissioners, as they rejected it the first time.</td>
</tr>
<tr>
<td>Jackson</td>
<td><a href="mailto:dkubitskey@co.jackson.mi.us">dkubitskey@co.jackson.mi.us</a></td>
<td>No</td>
<td>No</td>
<td>Compliance needs to be based on funding. I'm not happy with the 50% but don't consider it a deal breaker. Something needs to be established to hold Counties harmless if there are cost overruns.</td>
</tr>
<tr>
<td>Barry</td>
<td><a href="mailto:mbrown@barrycounty.org">mbrown@barrycounty.org</a></td>
<td>Yes</td>
<td></td>
<td>We are planning on making modifications to the data requirement language, approving it and sending it back in an amended format,...</td>
</tr>
<tr>
<td>Marquette</td>
<td><a href="mailto:serbisch@mqtco.org">serbisch@mqtco.org</a></td>
<td>Yes</td>
<td></td>
<td>We are finalizing the budget and do not have our contract from the state yet.</td>
</tr>
<tr>
<td>Montcalm</td>
<td><a href="mailto:bclingenpeel@Montcalm.us">bclingenpeel@Montcalm.us</a></td>
<td>No</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Midland</td>
<td><a href="mailto:bgreendlen@co.midland.mi.us">bgreendlen@co.midland.mi.us</a></td>
<td>No</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Eaton</td>
<td><a href="mailto:jfuentes@eatoncounty.org">jfuentes@eatoncounty.org</a></td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oceana</td>
<td><a href="mailto:rnobie@oceana.mi.us">rnobie@oceana.mi.us</a></td>
<td>No</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Muskegon</td>
<td><a href="mailto:JohnsonFr@co.muskegon.mi.us">JohnsonFr@co.muskegon.mi.us</a></td>
<td>No</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Oscoda</td>
<td><a href="mailto:oscadmin@osceolacounty.org">oscadmin@osceolacounty.org</a></td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crawford</td>
<td><a href="mailto:pcopmco@crawfordco.org">pcopmco@crawfordco.org</a></td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Branch</td>
<td><a href="mailto:bnorman@countyofbranch.com">bnorman@countyofbranch.com</a></td>
<td>No</td>
<td>Yes</td>
<td>None, have worked out temporary infrastructure issues to meet standards. They agreed to implement MAC’s position about extending compliance deadline.</td>
</tr>
<tr>
<td>Monroe</td>
<td><a href="mailto:michael_bosanac@monroe.mi.us">michael_bosanac@monroe.mi.us</a></td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake</td>
<td><a href="mailto:tlake@co.lake.mi.us">tlake@co.lake.mi.us</a></td>
<td>No</td>
<td>No</td>
<td>Have not yet been presented with a draft contract.</td>
</tr>
<tr>
<td>Leelanau</td>
<td><a href="mailto:mmccowar@michiganidc.gov">mmccowar@michiganidc.gov</a></td>
<td>No</td>
<td>Yes</td>
<td>Verbally agreed to the contract terms last week.</td>
</tr>
<tr>
<td>Van Buren</td>
<td><a href="mailto:faulj@vbco.org">faulj@vbco.org</a></td>
<td>No</td>
<td>No</td>
<td>Same as Allegan</td>
</tr>
<tr>
<td>Oakland</td>
<td><a href="mailto:jergem@oakgov.com">jergem@oakgov.com</a></td>
<td>No</td>
<td>No</td>
<td>180 Day Compliance clock start date, data collection, incompatible budget and financial status report forms, unacceptable dispute resolution clause.</td>
</tr>
<tr>
<td>Newaygo</td>
<td><a href="mailto:chrisw@co.newaygo.mi.us">chrisw@co.newaygo.mi.us</a></td>
<td>No</td>
<td>No</td>
<td>We do no have an agreement nor have we heard when we will get a presented agreement by the MIDC. Our requested budgeted has been completed and submitted for over a month.</td>
</tr>
<tr>
<td>Mason</td>
<td><a href="mailto:bklimaszewski@michiganidc.gov">bklimaszewski@michiganidc.gov</a></td>
<td>No</td>
<td>No</td>
<td>We have not seen a draft of the language since MAC started discussions with MIDC.</td>
</tr>
<tr>
<td>Ionia</td>
<td><a href="mailto:sfox@ioniacounty.org">sfox@ioniacounty.org</a></td>
<td>Yes</td>
<td></td>
<td>Concur with most of the issues Oakland has outlined.</td>
</tr>
<tr>
<td>Isabella</td>
<td><a href="mailto:mmccavoy@isabellacounty.org">mmccavoy@isabellacounty.org</a></td>
<td>No</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Houghton</td>
<td><a href="mailto:eric@houghtoncounty.net">eric@houghtoncounty.net</a></td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ingham</td>
<td><a href="mailto:terimorton@gmail.com">terimorton@gmail.com</a></td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mecosta</td>
<td><a href="mailto:bklimaszewski@michiganidc.gov">bklimaszewski@michiganidc.gov</a></td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ottawa</td>
<td><a href="mailto:svirtee@miottawa.org">svirtee@miottawa.org</a></td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benzie</td>
<td><a href="mailto:mdeisch@benzieco.net">mdeisch@benzieco.net</a></td>
<td>No</td>
<td>No</td>
<td>We prepared a Regional Public Defender program with Manistee County. Our main concern revolves around the budget and reporting requirements. Dissatisfied with our communications with Ms. McCown.</td>
</tr>
<tr>
<td>Antrim</td>
<td><a href="mailto:garwoodp@antrimcounty.org">garwoodp@antrimcounty.org</a></td>
<td>No</td>
<td></td>
<td>1. paying any overtime back rather than rolling it over to the next budget year. 2. no provision for an extension if cant  implement within 180 days. 3. requirement to do things according to state policy vs. county's policy (purchasing equipment, reimbursing for travel, etc.).</td>
</tr>
<tr>
<td>Cheboygan</td>
<td><a href="mailto:Adminlawson@cheboygancounty.net">Adminlawson@cheboygancounty.net</a></td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manistee</td>
<td><a href="mailto:lsagala@manisteecounty.mi.gov">lsagala@manisteecounty.mi.gov</a></td>
<td>No</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Calhoun</td>
<td><a href="mailto:Kdscoott@calhouncounty.org">Kdscoott@calhouncounty.org</a></td>
<td>No</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>
GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)
AND
Osceola County

GRANTEE/ADDRESS:

Susan M. Vander Pol
County Coordinator
301 West Upton Ave.
Reed City, MI 49677
231-832-6196 ext. 196

GRANT ADMINISTRATOR/ADDRESS:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
200 N. Washington Square 3rd Floor
Lansing, MI 48933
517-657-3066
866-291-0874

GRANT PERIOD:

From October 1, 2018 to September 30, 2019

TOTAL AUTHORIZED BUDGET: $270,169.00

State Grant Contribution: $201,375.00
Local Share Contribution: $68,794.00

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: 0048092
GRANT

This is Grant # 2019-36 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and Osceola County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the Standards approved by LARA on May 22, 2017, and the process described in the Michigan Indigent Defense Act, as amended effective 12/23/18 by Public Act 214 of 2018.

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the following project:

The Grantee agrees to undertake, perform and complete the services described in their approved Compliance Plan and in accordance with the Michigan Indigent Defense Act, created by Public Act 93 of 2013, specifically Standards 1 through 4. Consistent with MCL 780.993, Sec. 13(11), as amended effective 12/23/18, an indigent criminal defense system shall comply with the terms of the grant in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee's Compliance Plan, as submitted and approved by the MIDC (Attachment A), addresses the prescribed methods the grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any changes to the work described in the Compliance Plan must be submitted to the MIDC for approval prior to any changes being implemented. All provisions and requirements of this agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this agreement and shall be responsible for the performance of any contracted work.

1.2 Detailed Budget

A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional State Grant funds at any time.

B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the MIDC.

C. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.
D. Grantee will establish and maintain a new restricted fund within their Local Chart of Accounts for the expressed purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.

E. Any adjustments to the budget must be made in accordance with the policies and procedures of the Michigan Indigent Defense Commission and communicated promptly to Commission staff. A budget adjustment involving less than 5% of the budget category total, must be reported in the next quarterly Financial Status Report. A budget adjustment involving 5% or more within the budget category or any adjustment redistributing monies between categories of funding requires prior written approval by Commission staff. Any substantial change to a local system’s compliance plan requires prior staff and Commission approval. A “substantial change” is a change to the compliance plan or cost analysis that alters the method of meeting the objectives of the standard(s) in the approved plan.

1.3 Payment Schedule

The maximum amount of grant assistance offered is $201,375.00. An initial advance of 50% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of 25% up to the total state grant amount in accordance with the following schedule:

Initial Advance of 50% of total grant – Within 15 days of receipt of executed agreement
25% disbursement – April 15, 2019
25% disbursement – July 15, 2019 (final payment).

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.4 of this document. The financial status report must indicate grant funds received to date, expenditures to date and be supported by documentation of those expenditures; such as computer printouts of accounts, general ledger sheets, balance sheets, etc.). Backup documentation such as computer printouts of accounts, ledger sheets, invoices, etc. shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly financial status report (FSR) and standards compliance report as addressed in Section 1.4, shall be provided in accordance with the following schedule:

Initial FSR and compliance report – January 15, 2019
2nd FSR and compliance report – April 1, 2019
3rd FSR and compliance report – July 1, 2019
Final FSR and compliance report – October 15, 2019

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a
complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Monitoring and Reporting Program Performance

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

B. Quarterly Reports. The Grantee shall submit to the Grantor quarterly progress reports on compliance with the standards and participate in follow up and evaluation activities. A quarterly reporting template shall be provided by the MIDC and require the following information:

1. A description on progress toward compliance with standards 1-4, including a description of problems or delays, real or anticipated and any significant deviation from previously approved Compliance Plan submitted to the MIDC per PA93 of 2013 (Attachment A), which should be brought to the attention of the Grantor.

2. Specific standards compliance information as requested by MIDC and collected by the local system.

3. Local systems must provide complete compliance reporting. If a local system believes that it is unable to provide the compliance reporting as requested by MIDC, or that providing the requested information would pose an undue financial burden, the local system must take the following steps as to each requested performance metric that has asserted it is unable to provide:

a. Demonstrate that system stakeholders have reviewed requested performance metrics and assessed what is currently available and how to retrieve it. This should include documentation of conversations with court administrators, clerks, and IT employees or vendors, depending on whether it is an internally or externally provided system, as well as an assessment of data fields that could be added or repurposed to collect the requested data.

b. If these options do not enable the local system to provide the requested performance metrics, local systems must contact and work with MIDC Research staff to seek additional options or ideas.

c. Receive confirmation from MIDC Research staff and local Regional Manager that the data collection would constitute an undue financial or labor burden that is untenable within the initial year of the grant.
PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for substantial changes to the compliance plan from the Grantor.

2.2 Delegation

Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If any obligations under this grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor or dedicated to the project up to the grant award. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State as required under Sec. 2.7 - Records Maintenance, Inspection, Examination, and Audit.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, Grantee reimbursement will be based on actual expenditures.

2.5 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.6 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with
budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance must be reported by the Grantee to the Grantor by October 31 of each year as required under MCL 780.993, Sec. 13(15), as amended 12/23/18.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance ($750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.8 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grantor before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts are exempt from a competitive bid process, but must meet standard internal procurement policies.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.
3.1 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.2 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.3 Failure to Comply and Termination

A. Failure to comply with the requirements of the grant program including implementation of the approved compliance plan, the submission of financial reports, progress reports, or data collection will result in the Commission implementing the procedures identified in section 15 and 17 of Public Act 93 of 2013, as amended effective 12/23/18 by Public Act 214 of 2018. Other breaches of this grant agreement, including failure to adhere to the requirements in the grant contract, proposing or implementing substantial program changes that deviate from the expressed purpose of the grant or filing a false certification for this grant or any documents or reports requested by the MIDC for this grant, will result in action being taken pursuant to sections 15 and 17 of Public Act 93 of 2013, as amended effective 12/23/18.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and
consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Grant.

3.6 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.7 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the Commission determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11), as amended effective 12/23/18.

4.0 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.1 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of
any federal loan, the entering into of any cooperative agreement, and the
extension, continuation, renewal, amendment, or modification of any federal
contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid
to any person for influencing or attempting to influence an officer or employee of
any agency, a member of Congress, an officer or employee of Congress, or an
employee of a member of Congress in connection with this grant, the Grantee
shall complete and submit Standard Form-LLL, “Disclosure Form to Report
Lobbying,” in accordance with its instructions.

C. The Grantee shall require that the language of this certification be included in the
award documents for all grants or subcontracts and that all subrecipients shall
certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this
certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any
person who fails to file the required certification shall be subject to a civil penalty of not less
than $10,000 and not more than $100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been
paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting
to influence an officer or employee of any State agency, a member of the Legislature, or an
employee of a member of the Legislature in connection with the awarding of any state contract,
the making of any state grant, the making of any state loan, the entering into of any cooperative
agreement, and the extension, continuation, renewal, amendment, or modification of any state
contract, grant, loan or cooperative agreement.

4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law,
excluding choice-of-law principles, and all claims relating to or arising out of this Grant are
governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this
Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

4.3 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

4.4 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any
litigation, investigation, arbitration, or other proceeding (collectively, “Proceeding”) involving a
public defender office or attorney employed by a public defender office funded by Grantee that
arises during the term of the Grant and involves: (a) a criminal Proceeding; (b) a civil Proceeding
involving: (1) a claim that might reasonably be expected to adversely affect Grantee’s viability;
or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that an attorney practicing on behalf of a public defender office is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013, as amended 12/23/18. The dispute will be referred to the parties' respective Grantors or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.
5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

LeAnn Droste, Director
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs

Loren Khogali, Executive Director
Michigan Indigent Defense Commission

Susan M. Vander Pol, County Coordinator
Osceola County

GRANT NO. 2019-36
COMPLIANCE PLAN NARRATIVE

Briefly describe the indigent defense delivery system(s) – contract, assigned counsel, or public defender – that the funding unit(s), for which this application is being considered, employed to deliver services before the MIDC Act took effect (July 1, 2013).

The Courts are mindful of the ABA Ten Principles of a Public Defense Delivery System in establishing their policies and procedures for assigning indigent defense to defendants. The Court appoints attorneys to indigent individuals in felony, high-court misdemeanor and misdemeanor criminal cases, show-cause cases and probation violations where a jail sentence is possible. Attorneys are appointed up to a manageable number of cases and to the types of cases they request provided they possess competence to handle such cases. Attorneys are classified and placed on the list by length of all legal practice, practice in the jurisdiction, practice in the particular practice area in which the attorney seeks appointment, appropriate specialized legal training and other applicable specialized training.

Appointments are made by the Court on a rotating basis established by the Court from a list that includes the attorneys specific area of practice and based on their qualifications, particular legal experience and expressed interests as applicable to the indigent defendants charged offense(s) also taking into consideration the number of current indigent cases the attorney is assigned, scheduling conflicts, or case/party conflicts. Attorneys from either Mecosta or Osceola counties can be used if there are multiple indigent defendants. Subsequent cases for the same indigent defendant are tried to be assigned to the attorney previous familiar with the defendant unless there is good cause not to.

For felony and high court misdemeanor cases, the petition for court-appointed attorney, the order appointing the attorney and the felony complaint are faxed to the attorney as soon as the Court determines counsel is to be appointed.

Prior to the MIDC Act defense attorneys were appointed if a defendant requested one. At arraignment, the defendant completes a petition for a court appointed attorney. The Judge or Magistrate would briefly go through the defendant’s income and expenses and then determine on the record whether the defendant was indigent and may be appointed an attorney. There were no attorneys at first appearances. The Judge or Magistrate explained the charges, possible penalties, discussed the constitutional rights with the defendant and determined bail based on risk of flight or danger to the community. Sometimes the prosecutor would be in attendance or a defense attorney to argue bail.

Experts and investigators are appointed at the request of a defense attorney who made a motion to the Court explaining why they were needed and approximating the cost. The Judge would either grant or deny the request for both the experts and investigators and the proposed costs depending on if they are found reasonable. Payment for approved services are then billed along with any attorney fees.

Generally, how does the system(s) intend to comply with the MIDC standards 1-4? Please address whether you will continue with the model in place above, whether you have already made a transition to a new delivery system, or whether you intend to transition to a new delivery system.

Osceola County intends to comply with the MIDC standards 1 – 4 by continuing to use the assigned counsel system. The administration program may operate under two potential scenarios. One would be
a two-county system with Osceola and Mecosta counties as we currently share both the 49th Circuit and 77th District Courts. A dual county indigent defense administrator system, independent of the current judiciary, would be established including hiring an Attorney Administrator to implement a program and oversee all aspects for assignment of indigent defense attorneys practicing in the courts. The Administrator will assign indigent cases to the attorneys ensuring prompt assignment of cases. They will advise both Osceola and Mecosta counties if it is practical to utilize a dedicated arraignment attorney.

A second potential system would include up to six counties including three Circuit and three District court systems. Please see appendix B. Osceola County currently utilizes Polycom Units for our courts and County Jail. It is our intent to utilize these systems along with face-to-face meetings with attorneys and defendants in our indigent defense system.

Computer notebooks will be provided by the county to indigent defense attorneys to allow information to be downloaded to assist with meetings in the Jail or to do video conferencing with indigent defendants prior to hearings. The notebooks will be used with the polycom systems.

Please identify the name and position held (e.g., county administrator, judge, defense attorney, etc.) for each person involved in the compliance planning process for this delivery system.

Please refer to the Acknowledgements page found earlier in this document. Refer to Appendix A for a list of criminal defense attorneys, license/P#, and years of criminal defense experience. Osceola County currently utilizes four of these attorneys. The following also provided input to the process through participation with planning in Osceola County and/or Mecosta County as we share the 49th Circuit and 77th District Courts:

Chief Judge Scott Hill-Kennedy, Attorney Dennis DuVall, Prosecutor Anthony Badovinac, MIDC State Regional Advisor Barbara Klimaszewski and the Osceola County Board of Commissioners.

Provide an attachment with the names, license or P#’s, and years of criminal defense experience for all attorneys the funding unit(s) intends to have deliver services as part of the local indigent defense system. (See Appendix A)

**Standard 1 – Training and Education**

Attorneys with fewer than two years of experience practicing criminal defense in Michigan shall participate in one basic skills acquisition class. Do any of the attorneys included in this plan have fewer than the required experience and require this training?

No. How many? Zero (0)

All attorneys shall annually complete at least 12 hours of continuing legal education. How many attorneys require training in this plan?

Four attorneys will require training in this plan. Three attorneys currently do the majority of indigent defense work along with a list of available attorneys if there are any conflicts that arise.
How will the funding unit(s) ensure that the attorneys satisfy the 12 hours of continuing legal education during the plan year?

Under the two options for administration plans, the contracted Administrator will be required to schedule training and report to Osceola County that all attorneys included in providing indigent defense have completed the necessary training, maintain their licenses and are in good standing. Training will be reported to the MIDC pursuant to Michigan Supreme Court Administrative Order 2016-2; within 30 days after each attorney completes a training course. Attorneys will also have access to the State Appellate Defender Office’s Criminal Defense Resource Center online training manuals.

Training options will be approved by the Administrator for the attorneys who will be paid expenses incurred for attending meetings, conferences or other training that satisfies the 12 hours of continuing education. Costs associated with the training including registrations, hotel accommodations, travel and meals will be paid from the annual appropriation under the contract with the Administrator and in accordance with current county policies and allowances or State grant requirements. Travel will be compensated at current IRS approved rates. Credit hours will be $25 per hour. Registrations will be paid for attending and obtaining materials for the CDAM conferences.

To be included on the indigent attorney list, an attorney must provide verification of assertions of experience in prior cases, bar membership, membership in the Criminal Defense Attorneys of Michigan or State Appellate Defenders Office or other qualifications as established by the Circuit and District Courts. Further learning opportunities are available through these organizations utilizing on-site and online learning opportunities such as conferences, classroom experiences and webinars.

As referenced by MIDC, learning opportunities will be provided including forensic science updates, Michigan and U.S. Supreme court case law updates, sentencing hearings, local practices, latest trends in motion practice, guidelines scoring and other criminal law topics.

**Standard 2 – Initial Interview**

When a client is in local custody, counsel shall conduct an initial client intake interview within three business days after appointment. When a client is not in custody, counsel shall promptly deliver an introductory communication so that the client may follow-up and schedule a meeting. To be successful, this requires immediate notification of appointment and client contact information.

How does the plan facilitate immediate attorney assignment and notification of new cases?

The attorneys will receive an email or fax from the Administrator with the Order of Assignment that includes complete contact information for the defendant. If there is a specific designated initial arraignment attorney assigned by the Administrator, the information and assignment may come from this initial arraignment attorney.

How will the system ensure attorneys are completing their interviews within three business days? How will the initial interview be accomplished?
When possible, the assigned attorney will meet with the defendant in person. If the person is in the Jail and the attorney cannot meet in person, the attorney may download an application on their computer notebook that will allow them to connect and use the video conference system (Polycom). Sheriff’s department staff will assist the defendants in custody by setting up the video meeting with their attorney. Attorneys will be paid a flat fee for their initial interview with the defendant at this time until an hourly system for compensation is required. The Administrator will monitor and affirm the interviews are being conducted with the defendant within three business days by the assigned attorneys.

This standard further requires a confidential setting be provided for all client interviews.

**Does the jail have confidential space for attorney-client interviews? Describe the space available for the interviews or the plan to provide confidential space.**

There is a meeting room in the Jail that contains the video arraignment system. Attorneys currently use this room to meet with clients in the Jail. There is a second room available that is currently used for education sessions and church services. With increased need for space due to attorneys initial interviews and other required interviews within three (3) days, waiting times for available space may increase. The second room needs a Polycom system. Ms. Klimaszewski of the MIDC visited the Jail and reviewed the available rooms which were determined to be confidential space.

**Does the courthouse have confidential space for attorney-client interviews? Describe the space available for the interviews or the plan to provide confidential space.**

The main courthouse does not have designated rooms for attorneys to meet with defendants. The rooms utilized serve multiple purposes. Attorneys may meet with defendants in the Board of Commissioners room or the Law Library. Neither of these rooms are soundproof and white noise boxes will be required to be purchased as you can hear conversations if you are in the hallway or outside of the door. If court is not in session, the Jury room could be utilized, but another white noise box will need to be purchased. Two of the rooms do not provide good security (the Board of Commissioners room and Jury room) as they both have large regular pane windows without security bars. The Law Library has cooling issues and is extremely warm at times. Ms. Klimaszewski of the MIDC was able to review these rooms.

The annex courthouse has a conference room that can be utilized for attorneys to meet with defendants. If court is not in session, attorneys can meet with clients in the courtroom. White noise boxes will need to be purchased for both of these areas. Please refer to the budget section of the plan for funding to provide for the white noise boxes. To adequately comply with this section, interview rooms should be constructed in any planned additions to either of the Courthouses or the existing rooms remodeled.

Osceola County has hired Landmark Design to provide information on renovations that would be possible for both courthouses to provide security. If the projects would move forward, there are plans for additional security meeting rooms and holding areas for defendants where meetings with attorneys could be held. A copy of the study is attached. At this time, Osceola County does not have the financial capacity to do the courthouse renovations in the project report.
Standard 3 – Experts and Investigators

This standard requires counsel to conduct an independent investigation. When appropriate, counsel shall request funds to retain an investigator to assist with the client’s defense. Counsel shall request the assistance of experts where it is reasonably necessary to prepare the defense and rebut the prosecution’s case. Counsel has a continuing duty to evaluate a case for appropriate defense investigations or expert assistance. How will this standard be complied with by the delivery system?

Experts or investigators are identified by each assigned attorney and funds requested according to the process established by the county’s Plan Administrator. Expert witnesses will be retained as needed with payment not to exceed the hourly rates published by the MIDC. There have been minimal requests for experts or investigators concerning District Court matters or in Circuit Court. Under the Tier 1 Category, the County will budget $10,000 in available funds for this purpose along with additional available funds if required.

Standard 4 – Counsel At First Appearance and Other Critical Stages of the Case

Counsel shall be appointed to provide assistance to the defendant as soon as the defendant’s liberty is subject to restriction by a magistrate or judge. All persons determined to be eligible for indigent criminal defense services shall also have appointed counsel at pre-trial proceedings, during plea negotiations and at other critical stages, whether in court or out of court. How will this standard be complied with by the delivery system?

The Plan Administrator will determine if a designated attorney will be assigned for initial meetings and arraignment with indigent defendants or if a rotating system of attorneys will be utilized. The Plan Administrator will notify and assign either the designated arraignment attorney or the designated indigent defense attorney to the defendant.

The attorney will meet with the defendant and obtain the information to determine indigency. In person arraignments are regularly scheduled bi-weekly or for in custody individuals, are available seven (7) days a week. If an arraignment attorney is hired to be shared between Osceola and Mecosta County, they will be compensated an averaged maximum of ten (10) hours per week for a two county shared system at a maximum of $75 per hour. This is a total of $39,000 annually of which 40% would be Osceola County’s share = $15,600. If the arraignment attorney is not shared, the anticipated cost to Osceola County for five (5) hours per week is $19,500.
## Indigent Defense System Budget
Grant Year October 1, 2018 - September 2019

### Funding Unit Name(s)
Osceola County

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### Category Summary

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<td></td>
</tr>
<tr>
<td>polycom for jail &amp; court</td>
<td>J Ewing LLC</td>
<td></td>
<td>9,584.00</td>
<td>9,584.00</td>
<td>9,584.00</td>
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</tr>
<tr>
<td>polycom bridge</td>
<td>J Ewing LLC</td>
<td>45/mo x 12 x 5</td>
<td>2,700.00</td>
<td>2,700.00</td>
<td>2,700.00</td>
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<td>4 x 1200</td>
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<tr>
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<td></td>
<td>18,734.00</td>
<td>18,734.00</td>
<td>18,734.00</td>
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</tbody>
</table>

### Training/Travel

<table>
<thead>
<tr>
<th>Training/Travel</th>
<th>Vendor</th>
<th>Calculation</th>
<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Other Funding Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDAM conference</td>
<td>CDAM</td>
<td></td>
<td>700.00</td>
<td>700.00</td>
<td>700.00</td>
<td>700.00</td>
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<td>1,200.00</td>
<td>1,200.00</td>
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<td>800.00</td>
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<tr>
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<td>40/day x 8</td>
<td>320.00</td>
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<tr>
<td>mileage</td>
<td></td>
<td>360x mi x 4 x .545</td>
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<td>NAPD membership</td>
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<td>80.00</td>
<td>80.00</td>
<td>80.00</td>
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<tr>
<td>SADO/CDRC membership</td>
<td>SADO</td>
<td></td>
<td>200.00</td>
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### Supplies/Services

<table>
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<tr>
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<th>Vendor</th>
<th>Calculation</th>
<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Other Funding Sources</th>
<th>Total</th>
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</thead>
<tbody>
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<td>Category Summary</td>
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<td>0.00</td>
<td>0.00</td>
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</tr>
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</table>

### Budget Total

| | | | 270,169.00  | 201,375.00  | 68,794.00  | 0.00  | 270,169.00  |
# DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES (VTS)

**SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES**

**Effective January 1, 2018**

## MICHIGAN SELECT CITIES *

<table>
<thead>
<tr>
<th>Individual</th>
<th>Group Meeting pre-arranged and approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging**</td>
<td>$75.00</td>
</tr>
<tr>
<td>Breakfast</td>
<td>$10.25</td>
</tr>
<tr>
<td>Lunch</td>
<td>$10.25</td>
</tr>
<tr>
<td>Dinner</td>
<td>$24.25</td>
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<tr>
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<td>$75.00</td>
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<tr>
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<td>$13.25</td>
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<td></td>
<td>$13.25</td>
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<tr>
<td></td>
<td>$27.25</td>
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</table>

## MICHIGAN IN-STATE ALL OTHER

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<thead>
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<th>Individual</th>
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</thead>
<tbody>
<tr>
<td>Lodging**</td>
<td>$75.00</td>
</tr>
<tr>
<td>Breakfast</td>
<td>$8.50</td>
</tr>
<tr>
<td>Lunch</td>
<td>$8.50</td>
</tr>
<tr>
<td>Dinner</td>
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</tr>
<tr>
<td>Per Diem</td>
<td>$81.50</td>
</tr>
<tr>
<td>Lodging</td>
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</tr>
<tr>
<td>Breakfast</td>
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</tr>
<tr>
<td>Lunch</td>
<td>$8.50</td>
</tr>
<tr>
<td>Dinner</td>
<td>$19.00</td>
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</table>

## OUT-OF-STATE SELECT CITIES *

<table>
<thead>
<tr>
<th>Individual</th>
<th>Group Meeting pre-arranged and approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging**</td>
<td>Contact Conlin Travel</td>
</tr>
<tr>
<td>Breakfast</td>
<td>$13.00</td>
</tr>
<tr>
<td>Lunch</td>
<td>$13.00</td>
</tr>
<tr>
<td>Dinner</td>
<td>$25.25</td>
</tr>
<tr>
<td></td>
<td>Contact Conlin Travel</td>
</tr>
<tr>
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<td>$16.00</td>
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## OUT-OF-STATE ALL OTHER

<table>
<thead>
<tr>
<th>Individual</th>
<th>Group Meeting pre-arranged and approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging**</td>
<td>Contact Conlin Travel</td>
</tr>
<tr>
<td>Breakfast</td>
<td>$10.25</td>
</tr>
<tr>
<td>Lunch</td>
<td>$10.25</td>
</tr>
<tr>
<td>Dinner</td>
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<tr>
<td>Per Diem</td>
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<td>Breakfast</td>
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<tr>
<td>Lunch</td>
<td>$10.25</td>
</tr>
<tr>
<td>Dinner</td>
<td>$23.50</td>
</tr>
<tr>
<td></td>
<td>Contact Conlin Travel</td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td>$13.25</td>
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<tr>
<td></td>
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</table>

**Incidental Costs (per overnight stay) $5.00**

**Mileage Rates**

- **Premium Rate**: $0.545 per mile
- **Standard Rate**: $0.340 per mile

*See Select High Cost City Listing

**Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com
SELECT HIGH COST CITY LIST  
TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED  
EMPLOYEES EFFECTIVE October 1, 2017

Michigan Select Cities/Counties

<table>
<thead>
<tr>
<th>Cities</th>
<th>Counties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ann Arbor, Auburn Hills, Detroit, Grand Rapids</td>
<td>All of Wayne and Oakland</td>
</tr>
<tr>
<td>Holland, Mackinac Island, Petoskey</td>
<td></td>
</tr>
<tr>
<td>Pontiac, South Haven, Traverse City, Leland</td>
<td></td>
</tr>
</tbody>
</table>

Out of State Select Cities/Counties

<table>
<thead>
<tr>
<th>State</th>
<th>City/County</th>
<th>Counties</th>
</tr>
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<tbody>
<tr>
<td>Arizona</td>
<td>Phoenix, Scottsdale, Sedona</td>
<td>Massachusetts Boston (Suffolk), Burlington,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cambridge, Woburn, Martha's Vineyard</td>
</tr>
<tr>
<td>California</td>
<td>Los Angeles (Los Angeles, Orange &amp;</td>
<td>Minnesota Minneapolis/St. Paul (Hennepin and</td>
</tr>
<tr>
<td></td>
<td>Ventura Counties, Edwards AFB),</td>
<td>Ramsey Counties)</td>
</tr>
<tr>
<td></td>
<td>Eureka, Arcata, McKinleyville, Mammoth</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lakes, Mill Valley/San Rafael/Novato</td>
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</tr>
<tr>
<td></td>
<td>Monterey, Palm Springs, Sand Diego,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>San Francisco, Santa Monica, South</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lake Tahoe, Truckee, Yosemite National</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Park</td>
<td></td>
</tr>
<tr>
<td>Colorado</td>
<td>Aspen, Steamboat Springs, Telluride,</td>
<td>Nevada Las Vegas</td>
</tr>
<tr>
<td></td>
<td>Vail</td>
<td></td>
</tr>
<tr>
<td>Connecticut</td>
<td>Bridgeport/Danbury</td>
<td>New Mexico Santa Fe</td>
</tr>
<tr>
<td>District of</td>
<td>Washington DC (also the cities of</td>
<td>New York Lake Placid, Manhattan (the</td>
</tr>
<tr>
<td>Columbia</td>
<td>Alexandria, Falls Church and Fairfax,</td>
<td>borough of Manhattan, Brooklyn,</td>
</tr>
<tr>
<td></td>
<td>and the counties of Arlington and</td>
<td>Bronx, Queens and Staten Island,</td>
</tr>
<tr>
<td></td>
<td>Fairfax, in Virginia; and the counties</td>
<td>Riverhead, Ronkonkoma, Melville</td>
</tr>
<tr>
<td></td>
<td>of Montgomery and Prince George's in</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maryland)</td>
<td></td>
</tr>
<tr>
<td>Florida</td>
<td>Boca Raton, Delray Beach, Jupiter,</td>
<td>Pennsylvania Bucks County, Pittsburgh</td>
</tr>
<tr>
<td></td>
<td>Fort Lauderdale, Key West</td>
<td></td>
</tr>
<tr>
<td>Idaho</td>
<td>Sun Valley/Ketchum</td>
<td>Rhode Island Bristol, Jamestown, Middletown/</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Newport (Newport County) Providence</td>
</tr>
<tr>
<td>Illinois</td>
<td>Chicago (Cook and Lake counties)</td>
<td>Texas Austin, Dallas, Houston (L.B.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Johnson Space Center)</td>
</tr>
<tr>
<td>Louisiana</td>
<td>New Orleans</td>
<td>Utah Park City (Summit County)</td>
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<tr>
<td>Maine</td>
<td>Bar Harbor</td>
<td>Vermont Manchester, Montpelier, Stowe (Lamoille</td>
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<tr>
<td></td>
<td></td>
<td>County)</td>
</tr>
<tr>
<td>Maryland</td>
<td>Montgomery &amp; Prince George County</td>
<td>Virginia Alexandria, Falls Church, Fairfax</td>
</tr>
<tr>
<td></td>
<td>Baltimore City, Ocean City</td>
<td>Washington Port Angeles, Port Townsend, Seattle</td>
</tr>
</tbody>
</table>


Susan Vander Pol

From: anthony gagliardo <woodguy201@hotmail.com>
Sent: Friday, December 7, 2018 11:07 AM
To: oscadmin@osceolacounty.micom
Subject: Building Official Position
Categories: Review and Process

Sue,

Please let this email serve as my interest in filling the position of Building Official, that has recently become available.

A little bit about my self, my construction experience dates back some forty four (44) years to 1974.
It mostly includes building construction, however I worked for fifteen (15) years in the road building / paving industry.
I served on the Watervliet City Commission for several years and held the Mayors’ position for (6) years.
At that time I also served on the local DDA, Economic Development Authority, Paw Paw Lake Area Waste Water Treatment Authority and Joint Fire Board.
I started my own Building Construction Company in 1992 and ran that until 2002, in which we built custom homes and log homes.
Since moving to Lake County in 2002 I have held the position of Building Official, Zoning Administrator for a bit, Brownfield Chair, and LC Soil Erosion Agent.
I retired from the Building Official position in September of 2017.
I was elected to the position of Webber Township Supervisor in 2004 and served in that capacity until 2016.
Currently I hold a position on the board of LC Habitat for Humanity, Village of Baldwin DDA, and LC Economic Development Alliance.
I also currently hold my Act 54 Registration as Building Official, Inspector, Plan Reviewer, and my Michigan Residential Builders license.

As you are well aware, I held the position of BO on a part time basis in your County from Jan 2014 through Dec 31 of 2014.
During that time I met many people and local contractors and retained a good professional working relationship with them.
I've also learned the roads, so traveling around the County will not be an issue.

I look forward to hearing from you.
I can be reached at 231-250-6805 or woodguy201@hotmail.com

Sincerely,
Anthony Gagliardo

Sent from Mail for Windows 10
Hello Susan,

It was a pleasure talking with you today about Building Code Administration. Please find attached a Brochure and a Jurisdiction List. I look forward to coming to Osceola County to explain how our company provides multiple services to units of government. Please feel free to contact me at (269)217-4648.

Sincerely,

Bert Gale-President
Associated Government Services, inc.
Whether it is new technology, a new home, or a place of business, a code compliant job has a positive impact on every community. With today’s rapidly changing technologies and construction techniques it leaves communities scrambling to keep up with the rules and regulations to keep their communities code compliant as they grow.

It takes years of actual on the job construction experience to mold an individual into a good inspector, along with the willingness to evolve with these new and constantly changing technologies.

AGS was formed in 1989 to provide a wide range of services to Counties, Cities, Villages, Townships, and other units of Governments, and has developed and maintained a staff with the experience and knowledge required for today and tomorrow.
AGS currently provides a range of services, including:

- Construction Code Administration and Enforcement
- Ordinance Development
- Zoning Administration
- Ordinance Enforcement
- Consulting Services
- Property Maintenance

WHO IS AGS?
Below are some of our Employees:

**Bert Gale:** Mr. Gale has been a registered Electrical Inspector and Plan Reviewer for over thirty years, and a registered Building Official for fifteen years. He has served as the Building Official for over twenty-five governmental entities. He is the principal owner and President of AGS and has twenty-nine years of experience with AGS, including service in Clinton County, Shiawassee County, Ingham County, Benzie County, City of Cadillac, Bath Charter Township, and various other AGS client communities in Calhoun, Cass, Kalamazoo, St. Joseph and Van Buren Counties. Mr. Gale has also provided Zoning Administration for over twenty years for several client communities. Mr. Gale is also a certified soil erosion administrator and inspector. Mr. Gale had eleven years of electrical construction experience prior to registration as an electrical inspector and has held State of Michigan Master Electrician and Electrical Contractors licenses for over thirty-seven years. He has been an instructor for electrical apprenticeship programs for Kalamazoo Valley Community College, Independent Electrical Contractors (IEC), Association of Building Contractors (ABC), as well as, State of Michigan approved as an instructor for both inspector training for P.A 54 continuing education and for licensed electricians for P.A.217. Mr. Gale has been a member of the International Association of Electrical Inspectors since 1989 and currently serves on the Board of Directors.

**Robert Logan:** Mr. Logan has over 20 years of experience as a Registered Building and Mechanical Inspector and Plan Reviewer and 13 years as a registered Building Official. Mr. Logan also has several certifications from the International Code Conference (ICC). Mr. Logan also was appointed to the State of Michigan Mechanical Rules Board in 2011. Mr. Logan has been a member and past President of the Mechanical Inspectors Association of Michigan. Mr. Logan has been serving as the Chief Building and Mechanical Inspector for AGS for over five years.

**David Hess:** Mr. Hess has been a registered Building Inspector and Plan Reviewer for over 20 Years and prior to AGS employment he had 19 Years of construction experience. Mr. Hess has had work experience with AGS client communities that include Ionia County, Bath Charter Township, City of Williamston, Lansing Charter Township, City of Leslie, Locke Township, Village of Byron, Marengo Township and other client communities in Calhoun, Cass, Ingham, Ionia, Kalamazoo, St. Joseph and Van Buren Counties.

**CLARENCE PARKS:** Mr. Parks started his plumbing career in 1963 and when the company he was working for went out of business in 1966 he opened his own business. In 1996 Mr. Parks was hired by the State of Michigan as a Plumbing Inspector where he was assigned in several areas throughout the State during his 17-year tenure. Mr. Parks is currently a Plumbing Inspector and Plan Reviewer for AGS.
LYNN SMITH: In 1975 Mr. Smith was hired as a factory electrician at Motor Wheel, Inc. in Lansing, MI where he worked until the factory closed in 1991. From 1971 to 1975 he also worked as an apprentice electrician for Schmitt Electric. In 1991 Mr. Smith opened his own electrical contracting business which he ran until he became an Electrical Inspector and Plan Reviewer for AGS in 2012. Additionally, Mr. Smith is a member of the International Association of Electrical Inspectors.

Chuck Girolami:
Mr. Girolami has been a registered Plumbing Inspector and Plan Reviewer for over thirty years. He has performed Plumbing Inspections and Plan Reviews for numerous communities in Kalamazoo, St. Joseph, VanBuren and Calhoun Counties. Mr. Girolami has had over thirty years of experience in the plumbing trade.

Kelly Largent:
Ms. Largent has over 10 years of management experience with Associated Government Services, Inc. She has streamlined operations and workflow without sacrificing customer service to our clients or their constituents. Ms. Largent has been a zoning administrator for AGS for four years. She has been involved with Girl Scouts of America as a troop co-leader and 4-H at the County level as a club co-leader and officer of the Horse Development Committee. Ms. Largent has excellent attention to detail and organizational skills. Her previous work experience includes positions as a Senior Programmer/Analyst, Quality Assurance, and Software Engineer. Ms. Largent has served over eight years in the United States Air Force as an officer. During her service, she was involved with communications security and computer software development and life cycle management. Ms. Largent has a Bachelor of Science Degree from Michigan State University.

Vicky Gale:
Mrs. Gale has been serving as the Executive Secretary to Bert Gale (President) since 1999. She has an Associate degree from Davenport University in Business Management and a Bachelor of Science Degree in Education from Western Michigan University. She has developed a great working relationship with the office staff of AGS’s client communities, as well as with homeowners and contractors who interact with her.

WHY USE AGS?

AGS provides full-time, professional service, with advantages many small to medium size communities could not otherwise afford. The program is based on a user fee structure, so generally there are no funds required from the municipal budget. AGS provides professional inspectors with up to date training, as required by P.A. 407, with impartial and consistent application of codes and ordinances. With our years of experience, AGS’s office staff and inspectors are recognized by contractors, developers, attorneys, and many others, as the best in the industry.

In today’s economic environment AGS understands the challenges that units of government are facing to balance their budgets and yet maintain a program of effective, efficient, and competent code and ordinance administration. Let us help reduce those challenges. Contact AGS today, at 1-800-627-2801, to schedule a meeting to see how we can serve your community.

Sincerely,

Bert Gale
President
Jurisdictions

**Benzie County**
- Platte Township
- Almira Township
- Inland Township
- Homestead Township
- Benzonia Township
- Lake Township
- Crystal Lake Township
- Gilmore Township
- Blaine Township
- Joyfield Township
- Weldon Township
- Colfax Township
- City of Frankfort
- Village of Honor
- Village of Beulah
- Village of Elberta
- Village of Thompsonville
- Village of Benzie

**Ionia County**
- Berlin Township
- Boston Township
- Campbell Township
- Danby Township
- Easton Township
- Ionia Township
- Keene Township
- Lyons Township
- North Plains Township
- Odessa Township
- Orange Township
- Orleans Township
- Otisco Township
- Portland Township
- Ronald Township
- Sebewa Township
- City of Ionia
- Village of Clarksdale
- Village of Hubbardston
- Village of Lake Odessa
- Village of Lyons
- Village of Muir
- Village of Pewamo
- Village of Saranac
- City of Belding

**Calhoun County**
- Marengo Township

**Clinton County**
- Bath Township

**Kalamazoo County**
- Charleston Township
- Climax Township
- Ross Township
- Village of Schoolcraft

**Manistee County**
- Springdale Township
- Manistee Township

**Shiawassee County**
- Village of Morrice
- Village of Byron

**Ingham County**
- Delhi Township
- Lansing Township
- City of Leslie
- Locke Township
- City of Williamston

**Wexford County**
- City of Cadillac

**Van Buren County**
- City of Gobles
- Lawrence Township
- Paw Paw Township
- Village of Paw Paw
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

FUND: General ( ) 245 Capital ( ) Special Revenue ( )
Debt Service ( ) Other CA $0

REVENUE:

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<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$( , , )</td>
<td>$( , , )</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$( , , )</td>
<td>$( , , )</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$( , , )</td>
<td>$( , , )</td>
</tr>
</tbody>
</table>

EXPENSES:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>INCREASE</th>
<th>DECREASE</th>
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<tbody>
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<td>$( 5,000)</td>
<td>$( 5,720)</td>
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<tr>
<td>Temp employees</td>
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<td>$( 7,20)</td>
<td>$( , , )</td>
</tr>
<tr>
<td>Retirement Co.</td>
<td>282.120.720.000</td>
<td>$( , , )</td>
<td>$( , , )</td>
</tr>
</tbody>
</table>

TOTAL

$( 5,720) $( 5,720)

Commission on Aging
Department
Susan M. (Signature)
Department Head Signature
12/11/18 Date

Board of Commissioners/Representative
Recorded ( ) Motion/Resolution No.
Budget Amendment No.
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

FUND: General (✓) 245 Capital ( ) Special Revenue ( ) Debt Service ( ) Other _________ ( )

REVENUE:

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EXPENSES:

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TOTAL

Department

Judge

Department Head Signature

12-7-18 Date

EXPLANATION: To cover Benefits

Board of Commissioners/Representative

Recorded ( ) Motion/Resolution No. __________________

Budget Amendment No. ______________

Benefit
COUNTY OF OSCEOLA

BUDGET AMENDMENT

TO: COUNTY TREASURER AND COUNTY CLERK

AS PROVIDED IN THE UNIFORM BUDGETING AND ACCOUNTING ACT OF 1978, AS AMENDED, AND AS APPROVED BY THE DIRECTION OF THE BOARD OF COMMISSIONERS OR AS ESTABLISHED BY POLICY, IT IS HEREBY AUTHORIZED TO RECORD THE FOLLOWING ADJUSTMENTS TO THE BUDGET:

**FUND:**
- GENERAL ( )
- 245 CAPITAL ( )
- SPECIAL REVENUE ( )
- DEBT SERVICE ( )
- OTHER ________ ( )

**REVENUE:**

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**EXPENSES:**

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| TOTAL | $15,000.00 | $15,000.00 |

**Department:**

**DEPARTMENT HEAD SIGNATURE**

**DATE** 12-02-18

**EXPLANATION:**
### JOURNAL REGISTER FOR OSCEOLA COUNTY

Posted and Unposted Journal Entries

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| 9685 | 11/02/2018 | BA | PER DAN CLISE & KAYE FREDERICK | 101-168-899.006, 101-168-899.005 | LORI |
|---|---|-------------------|---------------------------------|-----------------|
| | | | PROBATE & FAMILY CT APPOINTED ATTY | | 5,000.00 |
| | | | DISTRICT CT APPOINTED ATTY | | 5,000.00 |
| | | | | | 5,000.00 |

| 9686 | 11/02/2018 | BA | PER SHERIFF DEPT | TONIA |
|---|---|------------------|-----------------|
| | | | TRAINING | 200.00 |
| | | | TRAVEL EXPENSES | 200.00 |
| | | | | | 200.00 |

| 9687 | 11/02/2018 | BA | PER TREAS NEW FUND, NO BUDGET FOR 2018 | LORI |
|---|---|-------------------|-----------------|
| | | | INDIGENT DEFENSE GRANT | 5,000.00 |
| | | | INDIGENT DEFENSE EXPENSE | 5,000.00 |
| | | | | | 5,000.00 |

| 9693 | 11/06/2018 | BA | PER COMM/TREAS CORRECT BUDGET SHORTAGE | TONIA |
|---|---|-------------------|-----------------|
| | | | TRANSFER IN MISC FUNDS | 4,738.00 |
| | | | OVERTIME | 8,500.00 |
| | | | POSTAGE | 200.00 |
| | | | DISABILITY INSURANCE | 1,000.00 |
| | | | DENTAL INSURANCE | 800.00 |
| | | | RETIREMENT CO SHARE | 900.00 |
| | | | SICK PAY | 7,337.00 |
| | | | PERMANENT EMPLOYEES | 3,863.00 |
| | | | NEWSPAPER/ADV | 200.00 |
| | | | PERMANENT EMPLOYEES | 219.00 |
| | | | FICA | 17.00 |
| | | | PERMANENT EMPLOYEES | 219.00 |
| | | | FICA | 17.00 |
| | | | PERMANENT EMPLOYEES | 586.00 |
| | | | OVERTIME | 347.00 |
| | | | RETIREMENT CO SHARE | 82.00 |
| | | | PERMANENT EMPLOYEES | 1,015.00 |
| | | | OVERTIME | 2,778.00 |
| | | | DISABILITY INSURANCE | 1,960.00 |
| | | | OVERTIME | 4,738.00 |
| | | | TRANSFER OUT | 4,738.00 |
| | | | | | 22,127.00 |

<p>| 9695 | 11/06/2018 | BA | PER COMM | LORI |
|---|---|-------------------|-----------------|
| | | | CAMP FEE - ROSE LAKE | 5,000.00 |
| | | | PERMANENT EMPLOYEES | 1,000.00 |
| | | | FICA | 1,000.00 |
| | | | ELECTRIC | 3,000.00 |</p>
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Total unposted entries: 1,275.00
### Journal Register for Osceola County

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**9744**

11/21/2018  

**BA**  

COVER TELEPHONE EXP & DENTAL EXP  

TONIA  

POSTED BY TONIA  

260-120-721.002  

DENTAL INSURANCE  

25.00  

260-120-722.000  

WORKERS COMPENSATION  

25.00  

260-120-850.000  

TELEPHONE  

700.00  

260-120-982.000  

EXERCISES  

250.00  

260-120-956.000  

TRAINING/LICENSE  

250.00  

260-120-931.001  

RESERVE UNIFORMS/EQUIPMENT  

200.00  

725.00  

725.00

**9758**

11/26/2018  

**BA**  

PER DEPT DUE TO INCREASE IN REV & EXP  

TONIA  

POSTED BY TONIA  

101-148-539.005  

STATE REIMB/DETENTION SERVICE  

8,000.00  

101-148-808.004  

CONTRACT LABOR  

8,000.00  

8,000.00  

8,000.00

**9760**

11/27/2018  

**BA**  

CORRECT BUDGET SHORTAGE; MORE $ EXPECTED  

TONIA  

POSTED BY TONIA  

254-000-571.001  

INDIGENT DEFENSE GRANT  

30,000.00  

254-000-817.010  

INDIGENT DEFENSE EXPENSE  

30,000.00  

30,000.00  

30,000.00

**9765**

11/30/2018  

**BA**  

COVER OFFICE SUPPLIES FOR CHILD SUPPORT  

TONIA  

POSTED BY TONIA  

101-283-860.000  

TRAVEL EXPENSES  

28.00  

101-283-931.000  

EQUIPMENT MAINT/REPAIR  

16.00  

101-283-727.000  

OFFICE SUPPLIES  

44.00  

44.00  

44.00

**9766**

11/30/2018  

**BA**  

PER DEPTS  

LORI  

POSTED BY LORI  

101-148-809.003  

JURY/MILEAGE  

100.00  

101-148-809.001  

JURY/FEES  

100.00  

101-136-809.003  

JURY/MILEAGE  

100.00  

101-136-809.001  

JURY/FEES  

200.00  

200.00

Total: 284,555.00  

284,555.00
# Quote

**Date:** 11/28/2018

## General & Client Information

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**Director Jeremy Beebe**  
Contact: (231) 832-6152  
Contact Email Address: jbeebe@oc-ems.com  
Account Executive: Priscilla Edwards

## Project Products & Services

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**Total:** $8,100.00

## Project Payment Terms: Payment due in full 30 days from date of invoice

## Summary Information & Project Notes

Annual maintenance in the amount of $1,125 will be due one year from Go Live.

**CAD - Physio-Control Health EMS Interface (Export)**

This is a one-way interface from Zuercher CAD to the Physio-Control HealthEMS system. HealthEMS will deploy a RESTful web service to ingest the data exported by CAD. CAD will export data for appropriate calls for service (CFS) upon completion of the CFS. Exported CAD data will include CFS #, Agency CAD ID, Service Date, Dispatched Time, and Vehicle ID.

This is sold as a standard interface. There will be no software modifications or changes to this standard interface.

Issued by:  
Contact info:  

**Send Purchase Orders to:**

**Account Management**  
Zuercher Technologies  
4509 W 58th St.  
Sioux Falls, SD 57108

**Remit Payments to:**

**Zuercher Technologies**  
4509 W 58th St.  
Sioux Falls, SD 57108

## Terms and Conditions

Proposed Quote is valid for 60 (sixty) days.

Software License Terms:

The Zuercher Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement or other Zuercher license agreement currently in effect between Zuercher and Client. Acceptance for the Zuercher Software may be defined in the applicable Statement of Work ("SOW"), if not, the Software licenses shall be deemed accepted on delivery.

The annual Software Support Services for the Zuercher Software licenses are provided for a period of twelve-months from the go live date and shall be governed by the existing Software Support Agreement currently in effect between Zuercher and Client.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of Quote and is provided as a convenience for budgetary purposes. Zuercher reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide Zuercher with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.
General Terms:

The items in this Quote are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from Zuercher.

The Zuercher Software license price does not include any services for installation. Services, if applicable are listed as separate line items.

The scope of Deliverables for this order will be limited to the Zuercher Software, Services, and Support, and if applicable third party items (collectively the "System") that are explicitly listed herein for the listed quantities.

This order provides Zuercher Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

Unless otherwise specified, the designated Bill To entity shall be invoiced upon signing. Payment is due within 30 days from that invoice date.

All services will be performed during normal business hours, unless otherwise stated in this Quote for specific service deliverables.

Deployment and implementation of Zuercher Software and Services are based upon Client’s provision and compliance with Zuercher’s Configuration Management Document.

Zuercher reserves the right to adjust this Quote as a result of changes including but not limited to project scope, deliverables (Zuercher Software, or third party software or hardware, including changes in the hardware manufacturer’s specifications), services, interface requirements, and Client requested enhancements.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this Quote, check the appropriate box below and, either, (I) attach a copy of this Quote to your purchase order when it is remitted to Zuercher, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and email this Quote to your account manager to indicate your acceptance.

- Purchase Order required and attached, reference PO#___________________ on invoice
- No Purchase Order required to invoice

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if Zuercher does not have my current exempt information on file.

Accepted for Client

Client Agency/Entity Name

Print Name

Client Authorized Representative

Signature

Date
November 14, 2018

Shane Helmer
Osceola County
301 W. Upton Ave
Reed City, MI 49677

RE: Grant Funding – Requirements for Reimbursement

Dear Mr. Helmer,

I am pleased to inform you that the Risk Avoidance Program (RAP)/Certification and Accreditation Program (CAP) application for your Video Laryngoscope project was approved. The Membership Committee authorized 50% funding up to a maximum of $3,000 for your project.

RAP/CAP funds are issued on a reimbursement basis. Payment will be based upon verification received from Osceola County of their payment of the project in full. Please see the attached RAP/CAP Grant Reimbursement Procedure for guidelines on processing your grant payment.

Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application. If your application submission contained the above referenced documentation, please contact MMRMA.

Payment of RAP/CAP funds is contingent upon Osceola County remaining a member of MMRMA and in compliance with the Joint Powers Agreement. Your approved grant reimbursement is valid for six months from the date of this letter. GRANT EXPIRATION: 05/31/2019.

Sincerely,

Cara Kowa, ARM, CPCU
Manager of Risk Management Services

ck/sp

cc: Susan Vander Pol
Lighthouse Insurance Group
RAP/CAP GRANT REIMBURSEMENT PROCEDURE

Once RAP/CAP grant funding is approved, the following documents are required for submission to MMRMA in order to process your grant payment:

☐ Copies of all invoices associated with the project. Invoices should provide enough detail to allow for verification of purchases to the specific item(s) for which the grant funds were approved.

☐ Proof of payment associated with each invoice.

  - ACCEPTABLE PROOFS OF PAYMENT INCLUDE:
    - Check: Copy of Cancelled Check indicating Payer, Payee, and amount paid that can be cross-referenced to detailed invoices.
    - ACH/EFT payment: Copy of processed ACH/EFT payment/receipt indicating Payer, Payee, and amount paid that can be cross-referenced to detailed invoices.
    - Credit Card payment: Copy of credit card statement/receipt indicating Payer, Vendor, and amount paid that can be cross-referenced to detailed invoices.
    - PayPal payment: Copy of PayPal statement/receipt indicating Payer, Vendor, and amount paid that can be cross-referenced to detailed invoices.
    - Vendor Receipt: Receipt must indicate Payer, amount paid, and amount paid that can be cross-referenced to detailed invoices.

  - Proofs of payment must match invoice amounts. If multiple payments to a vendor are included in one check or other form of payment, a financial breakdown/reconciliation of individual amounts included with the payment must be provided.

  - INVOICES STAMPED "PAID," PURCHASE ORDERS, ACCOUNTING SOFTWARE PAYMENT PRINTSCREENS, OR SCREEN SHOTS OF JOURNAL ENTRIES DO NOT CONSTITUTE A PROOF OF PAYMENT.

☐ *Projects Involving Training* In addition to invoices and proofs of payment regarding tuition expenses as indicated above, certificates of completion and test scores (when applicable) must also be submitted.

Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application.

Please send documentation to: Cara Kowal, Manager of Risk Management Services
ckowal@mmrma.org
FAX – 734-513-0318
**Quotation**

Quotation#: 09/28/2018

**Account Number: 110116-SHIP001**

**BILL-TO**
OSCEOLA COUNTY EMS  
306 N PATTERSON RD  
REED CITY, MI 49677-8041

Ship Method: NO FRT  
Payment Terms: NET 30

**SHIP-TO**
OSCEOLA COUNTY EMS  
306 N PATTERSON RD  
REED CITY, MI 49677-8041

Contact Name  
Phone Number

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<tr>
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<th>Ext.Price</th>
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**Quote Total $12,229.44**

**Comments:**

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at www.boundtree.com, login and add to your shopping cart or call (800) 533-0523
### Product List

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<th>Description</th>
<th>Quantity</th>
<th>Unit Size</th>
<th>Unit Pricing</th>
<th>Ext. Price</th>
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<tbody>
<tr>
<td>AMBU_KVLA12</td>
<td>King Vision™ aBlade Video Adapter, sizes 1 &amp; 2 (Rx)</td>
<td>1</td>
<td>ea-1</td>
<td>892.50</td>
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<tr>
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<td>1</td>
<td>ea-1</td>
<td>722.50</td>
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<td>LY003KIT</td>
<td>King Vision™ KIT (Rx)</td>
<td>1</td>
<td>ea-1</td>
<td>1,695.00</td>
<td>1,695.00</td>
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</tbody>
</table>

**SUBTOTAL:** $3,310.00

### How Can We Help?
- Newsletter Sign-Up
- Shipping & Returns
- FAQs
- Downloadable Forms
- Current Drug Shortages
- Product Recalls

### Divisions
- Emergency Disaster Support
- Federal Government Services

### About Us
- Why Choose Life-Assist?
- Our Story
- Testimonials

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Life-Assist is one of the nation's largest distributors of emergency medical supplies and equipment for the First Responder, Paramedic, EMT and EMS Provider. Since 1977, we've specialized in customer service, with customer satisfaction as our ultimate goal. You'll never talk to a computer when you call Life-Assist during business hours - only trained, knowledgeable, and friendly customer service representatives. Thank you for considering Life-Assist for your supply and equipment needs. We look forward to the privilege of serving you.

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New to Moore Medical?
We are now McKesson Medical-Surgical. To purchase medical products, click here to create an account on McKesson SupplyManager™, our integrated online portal where you will be able to view more of the products, services, tools and solutions you need to provide quality patient care.

Create a SupplyManager™ Account

In observance of the Thanksgiving holiday, our offices will be closed on Thursday, November 22 and Friday, November 23. You may place orders here on our website any time. Thank you.

AMBU

King Vision® aBlade Video Laryngoscope

King Vision® is light weight, self-contained, battery operated and water resistant.

- Can be used continuously about 80 minutes making it highly portable.
- Blades are individually packaged and disposable
- High Intensity TFT LCD display that creates clear image viewing in 160° panoramic field which is also beneficial in teaching situations.

King Vision aBlade is recommended for:

- Routine intubation
- Difficult intubation
- Airway visualization
- Tube check
- Training of intubation skills

Product Benefits:

- One solution to cover your intubation cases from infants to adults (in the OR, ICU or ER or prehospital setting for Emergency Services).
- Choice of two blade types: Standard and Channeled
- 3 AAA Batteries
- Visualize the vocal cords indirectly to help minimize tissue manipulation and improve ability to see anterior airways.

Adapters are sold for older versions of the King Vision. (see #36513 and 36529 below)

King Vision® aBlade Video Laryngoscope

<table>
<thead>
<tr>
<th>ITEM#</th>
<th>MFG#</th>
</tr>
</thead>
<tbody>
<tr>
<td>36531</td>
<td>KYLABKIT3</td>
</tr>
</tbody>
</table>

Desc: 501 includes Display, aBlade Case, aBlade Adapter Size 3, 6 aBlades - 4 Channeled and 2 Standard

Price: $2,645.00 Each
King Vision® aBlade Video Laryngoscope

King Vision® is lightweight, self-contained, battery operated and water resistant.

- Can be used continuously about 80 minutes making it highly portable
- Blades are individually packaged and disposable
- High Intensity TFT LCD display that creates clear image viewing in 160° panoramic field which is also beneficial in teaching situations,

King Vision aBlade is recommended for:

- Routine intubation
- Difficult intubation
- Airway visualization
- Tube check
- Training of intubation skills

Product Benefits:

- One solution to cover your intubation cases from infants to adults (in the OR, ICU or ER or prehospital setting for Emergency Services).
- Choice of two blade types: Standard and Channeled
- 3 AAA Batteries
- Visualize the vocal cords indirectly to help minimize tissue manipulation and improve ability to see anterior airways.

Adapters are sold for older versions of the King Vision. (see #36513 and 36529 below)

<table>
<thead>
<tr>
<th>Item#</th>
<th>MFG#</th>
<th>Desc.</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>36513</td>
<td>KVLVA34</td>
<td>(Video Adapter 3-4 Only for older versions of King Vision; for children ≤5 and Adults w/size 3 and 3C.)</td>
<td>1</td>
<td>$719.00 Each</td>
</tr>
</tbody>
</table>
New to Moore Medical?
We are now McKesson Medical-Surgical. To purchase medical products, click here to create an account on McKesson SupplyManager™, our integrated online portal where you will be able to view more of the products, services, tools and solutions you need to provide quality patient care.

Create a SupplyManager™ Account

In observance of the Thanksgiving holiday, our offices will be closed on Thursday, November 22 and Friday, November 23. You may place orders here on our website any time. Thank you.

King Vision® aBlade Video Laryngoscope

King Vision® is light weight, self-contained, battery operated and water resistant.

- Can be used continuously about 80 minutes making it highly portable.
- Blades are individually packaged and disposable
- High Intensity 7" TFT LCD display that creates clear image viewing in 160° panoramic field which is also beneficial in teaching situations.

King Vision aBlade is recommended for:

- Routine intubation
- Difficult intubation
- Airway visualization
- Tube check
- Training of intubation skills

Product Benefits:

- One solution to cover your intubation cases from infants to adults (in the OR, ICU or ER or prehospital setting for Emergency Services).
- Choice of two blade types: Standard and Channeled
- 3 AAA Batteries
- Visualize the vocal cords indirectly to help minimize tissue manipulation and improve ability to see anterior airways.

Adapters are sold for older versions of the King Vision. (see #36513 and 36529 below)

King Vision® aBlade Video Laryngoscope

<table>
<thead>
<tr>
<th>Item#</th>
<th>MFG#</th>
<th>Desc:</th>
<th>Size:</th>
</tr>
</thead>
<tbody>
<tr>
<td>36532</td>
<td>KVLAB2</td>
<td>(Standard Blade Only)</td>
<td>Size 2</td>
</tr>
</tbody>
</table>

Sold By: Each
Quantity: 1
Price: $26.39 Each
“Change is inevitable. Change is constant.”

As professionals, we know how true that is. And we’ve learned that how we adapt is what makes the difference.

Allow me to introduce myself. My name is Cathleen Graham. I’m a certified Hospice/Palliative Registered Nurse Regional Operations Manager with over two decades of experience. I am also the founder of Cannabis Nurse – founded to offer cannabis-specific, evidence-based education.

Regulated cannabis is now legal for medicinal use in 2/3 of the United States. Beginning in early December, every adult in Michigan (and 9 other states) will have the right to purchase and/or grow their own. Soon, nearly all community members will come into contact with someone who regularly consumes cannabis. It is essential for accurate knowledge to be available.

The state of Michigan recognizes the importance of education regarding medical cannabis/marihuana and has added funding in the form of grants. These grants are available through LARA for education, communication, and outreach regarding the Medical Marihuana Act of 2008 IL 1, MCL 333.26421 to 333.26430, and not to be used for law enforcement.

Cannabis Nurse would like to introduce you to our program Cannabis Education for the Community. This course provides essential information regarding laws, rights and regulations, cannabis safety, and much more. This education is essential for community members to stay within the parameters of the law and in compliance.

**Benefits to the Community for Facilitating this Education**

- Knowledge of Laws, Regulations, and Restrictions
- Responsibilities of Patients and Caregivers
- Cannabis Safety
- Patient and Caregiver Rights
- Essential Facts about the Endocannabinoid System
- No Cost to County or Township
- Local Multiplier Effect

Grant money for each county will be available no later than December 1, 2018. A simple form on the LARA department website with the intended use of the grant money is the method to apply. To be eligible to receive a grant, a county should apply no later than January 1, 2019. Grant requests can only be made through County Commissioners.

**Cannabis Nurse is here to help and has developed a plan that will:**

- Describe the project for which funds are requested with an implementation plan.
- Explain how funds will be used to coordinate efforts with other agencies.
Describe the impact will these funds have on the community and what we hope to accomplish.

Explain how these funds could be combined with other funding to complete the project, if necessary.

Explain anticipated outcomes that will result from this grant.

Submit a detailed budget showing how the requested funds will be expended.

I am writing to suggest we set-up a time to meet to explore how we can work together to prepare this Grant to benefit the community. I will reach out to you next week to schedule an appointment to visit your office and meet with you and others to explore this opportunity further.

Sincerely,

Cathleen S. Graham

Cathleen S. Graham

(231) 679-6595
Memberships And Affiliations

Cannabis Nurse
Consultation, Education, and Advocacy

Phone: (231) 679-6595
E-mail Address: Cathleen@CannabisNurse.com
Website: www.CannabisNurse.com

CANNABIS NURSE
Consultation, Education, and Advocacy
Regulated Cannabis is now legal for medicinal use in 2/3 of the US. Beginning in early December 2018 every adult in Michigan (and 9 other states) have the right to purchase and/or grow their own.

Soon, nearly everyone will come into contact with someone who regularly consumes cannabis. It is essential for evidence-based, best practices knowledge to be available.

Education pertaining to Michigan’s cannabis should start with the frontline professionals such as doctors, nurses, and attorneys. Cannabis Nurse is here to help facilitate that education. We are committed to teaching the community about patient’s rights and the responsibilities of caregivers, doctors, and nurses in regard to the Medical Marihuana program in Michigan.

Key objectives that individuals will gain by bringing cannabis education in to the community.

- Knowledge of Laws, Regulations, and Restrictions
- Responsibilities of Patients and Caregivers
- Cannabis Safety
- Patient and Caregiver Rights
- Essential Facts about the Endocannabinoid System
- No Cost to County or Township
- Local Multiplier Effect

Cannabis Nurse is prepared and committed to facilitate education regarding medical cannabis throughout your community.

Cannabis Nurse Founder Cathleen Graham is a Certified Hospice and Palliative Care Registered Nurse, Regional Manager for one of the largest hospice programs in the nation.

- Cathleen has travelled throughout Michigan caring for patients, typically in their homes.
- She is well versed in the vast demographic of the Michigan population.
- Cathleen offers over 20 years of experience in health care
- She is an expert in cannabis utilization
- Cathleen has advocated for patient’s rights through testifying before committees of the Michigan House, State Senate and other municipalities across the state.
- She has also provided input regarding regulations of cannabis in Michigan as well as many other states.
November 7, 2018

TO: Osceola County Planning Commission
    Osceola/Lake Conservation District
    Orient Township Board

RE: Application for PA 116 Farmland Agreement
    For: Douglas E. Wirth

Application Filed: October 31, 2018

Attached is the copy of the above application for Orient Township.

The Statute requires your review of this application within 30 days and the submission of your approval and any comments or recommendations.

Please mail letter of approval and/or disapproval to the County Board of Commissioners in care of the Osceola County Clerk, 301 W. Upton Ave., Reed City, MI 49677.

The County Board of Commissioners must act within 45 days.

Sincerely,

[Signature]

Karen J. Bluhm
Osceola County Clerk
The County of Osceola has received the attached Farmland and Open Space Preservation Program Application(s). Your entity, Orient Township, is required to review the same.

Name of Applicant: Douglas E. Wirth

Property Location: Parcel #1: Section #8, T17N, R7W Orient Twp.

Date of Application: October 31, 2018

Application Number: Parcel #1---2018-0008

Please return your comments to the Osceola County Clerk. You may send a separate letter or use the space below for review and comment.

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

Date of Review: _________________________

Signature of Reviewing Entity: ________________________________

Please send comments/completed form to:

Osceola County Clerk
Karen J. Bluhm
301 W. Upton
Reed City, MI 49677
APPLICATION FOR
FARMLAND AGREEMENT

(Act No. 116 of the Public Acts of 1974, Section 5. Please read the Land Eligibility Requirements and Instructions before filling out this form. Please print or type. Attach additional sheets as needed.)

I. Personal Information:
1. Name(s) of Applicant: WIRTH DOUGLAS E

1a. Marital Status: ☐ Married  ☐ Single  ☐ Divorced  ☐ Widowed

2. Mailing Address: 8495 80th Ave East LUTHERVILLE MI 49631

3. Telephone Number: (Area Code 231) 734-5908

4. Social Security Number:

5. Federal Employer Identification Number (if applicable):

II. Property Location: (Can be taken from the deed):

6. County: Osceola 7. Township, City or Village: ORIENT

8. Section No.: 8  Town Number: 17 N  Range: 7 W

III. Legal Information:

9. Attach a clear copy of deed title, or land contract (may be a photo copy). (If land contract see #14a)

10. Attach a clear copy of the most recent property tax description (may be a photocopy).

11. Is there a tax lien against the land described above? ☐ Yes or ☒ No.

If yes, please explain circumstances:

12. Does the applicant own the mineral rights? ☐ Yes or ☒ No; if owned by the applicant, are the mineral rights leased? ☐ Yes or ☒ No.

Indicate who owns or is leasing the mineral rights if other than applicant:

Name the types of mineral(s) involved: ☐ ALL

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than for agricultural purposes? ☐ Yes or ☒ No.

If yes, indicate to whom, for what purposes and the number of acres involved: CONSUMERS ENERGY - power line / Mich Con - under ground gas line

14. Is land being purchased under land contract? ☐ Yes or ☒ No. If yes, indicate the vendor (seller):

Name:

Mailing Address:

14a. Act No. 116 of the Public Acts of 1974 states that the vendor (seller) must agree to allow the land cited in the application into the program. Please have the vendor(s) sign below. (All sellers must sign.)

Land Contract Seller:
I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Act of 1974.

Date:

Signature of Land Contract Vendor (Seller(s))

Date:

PR2702
Rev. 5/87
15. If the applicant is one of the following, please check the appropriate space and complete the following information (not applicable to an individual not meeting one of the categories — please leave blank):

<table>
<thead>
<tr>
<th>Corporation</th>
<th>Business Trust</th>
<th>Estate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trust</td>
<td>Partnership</td>
<td>LLC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Association</td>
</tr>
</tbody>
</table>

2 or more persons having a joint or common interest in the land

If the applicant fits into a category listed above, please list the following: President, Vice President, Secretary and Treasurer or present income beneficiaries: (ONLY)

Name: [Redacted]
Title: Member
S.S. #: 44631
Mailing Address: 8495 80th Ave
City: Euart
State: IL
ZIP Code: 61

Name:
Title
S.S. #
Mailing Address:
Street
City
State
ZIP Code

Name:
Title
S.S. #
Mailing Address:
Street
City
State
ZIP Code

Name:
Title
S.S. #
Mailing Address:
Street
City
State
ZIP Code

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: (Check one and fill out correct section or sections)
This application is for:
   a. an application of 40 acres or more, complete only section (16);
   b. an application of 5 acres or more but less than 40 acres; complete only sections (16) and (17); or
   c. a specialty farm, complete only sections (16) and (18).

16a. Type of agricultural enterprise (e.g., livestock, cash crops, etc.): Dairy

b. Total number of acres of the farm: 292

c. Total number of acres in application (if less than b): 39

d. Acreage in cultivation: 39

e. Acreage in cleared, fenced, improved pasture or harvested grassland: 39

f. All other: 

g. Indicate structures on the property. (If more than one building, indicate the number of buildings):

No. of Buildings: 0
Residence: Barn: Tool Shed: 
Silo: Grain Storage Facility: Grain Drying Facility: 
Poultry House: Milking Parlor: Milk House: 
Other: (Indicate)

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must meet certain minimum income requirements (see definition on Farmland II (2) and III (1-3) on the Land Eligibility Requirements information sheet).

What is the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding application from the sale of agricultural products:

$ [Redacted] Total Income
$ [Redacted] Total Acres of Cleared and Tillable Land
(per acre).
18. To qualify as a specialty farm, the land must be designated by the Michigan Department of Agriculture and meet certain minimum income and land size requirements. (See definition of Farmland II (3) and III (1-3) on the Land Eligibility Requirements information sheet. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products:

$ __________

V. 19. What is the number of years you wish the agreement to run? (Minimum 10 years, Maximum 90 years) ____________

VI. Signature:
20. The undersigned declares that this application, including any accompanying informational material, has been examined by him and to the best of his knowledge and belief is true and correct.

[Signature: ______________]  [WIRTH DAIRY FARM LLC]
[Signature of Applicant(s)]  [Corporation Name if Applicable]

[Signature: __________________________]  [Signature of Corporation Officer]
[Date: ______________][Member: ______________]

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.

RESERVED FOR LOCAL GOVERNMENT USE. CLERK PLEASE COMPLETE ALL SPACES — Sections I and II.

I. Action by Local Governing Body: Jurisdiction: ____________________________

Date received by clerk: ____________________________

This application is ____________________________ approved, ____________________________ rejected.

(If rejected, see attached statement by Local Governing Body.)

Date of approval or rejection: ____________________________ Clerk's signature and seal: ____________________________

Property Appraisal: The current fair market value of the real property in this application has been determined to be $ ____________________________

II. Check List:

DATE

Upon filing an application, clerk issues receipt indicating date received.

Clerk notifies reviewing agencies by forwarding a copy of the application (review agencies have 30 days to return comments).

SENT REC'D

County or Regional Planning Commission

Soil Conservation District

Township (if county has jurisdiction)

City (if land is within 3 miles of city boundary)

Village (if land is within 1 mile of village boundary)

Clerk schedules application for presentation at next regular meeting of governing body (governing body has 45 days from meeting date to approve or reject application)

Clerk notifies applicant 5 days before action is taken on the application by the local governing body.

Approval or rejection by local governing body

If approved, applicant is notified and the original application, letters of review or comment from reviewing agencies and all supportive material is sent to the Land and Water Management Division, Box 30026, Lansing, Michigan 48909.

If rejected, clerk notifies applicant in writing within 10 days stating reason for rejection and returning the application, etc. to the applicant.

FINAL APPLICATION SHOULD INCLUDE (✓)

Copy of deed or land contract

Copy of tax description

Copy of recent appraisal record

Map of farm

REVIEW LETTERS FROM:

County planning commission or regional planning commission

Soil conservation district

Township (if applicable)

City (if applicable)

Village (if applicable)
KNOW ALL MEN BY THESE PRESENTS: That Raymond E. Brazelton, a single man

Whose address is 8001 70th Ave, Evart, MI 49631

Convey(s) and Warrant(s) to Wirth Farms LLC

Whose address is 8495 80th Ave, Evart, MI 49631

the following described premises:

SEE EXHIBIT "A" ATTACHED HERETO

Tax Parcel No.: 67-11-006-005-10

For the sum of Seventy Three Thousand Dollars and No Cents ($73,000.00) subject to the existing building and use restrictions, easements, and zoning ordinances of record, if any.

The grantor grants to the grantee the right to make all division(s) under section 108 of the Land Division Act, Act. No. 288 of the Public Acts of 1967. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.
Attached to and made a part of a deed by and between Raymond E. Brazelton, a single man, as Grantor and Wirth Farms LLC, as Grantee.

Dated July 06, 2017

Signed

Raymond E. Brazelton

State of Michigan
County of Osceola

On this 6th day of July, 2017, before me personally appeared Raymond E. Brazelton, a single man to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Tracey Wright, Notary Public
Mecosta County, Michigan
My Commission Expires: June 11, 2018
Acting in the County of: Osceola

Drafted By: Raymond E. Brazelton
8001 70th Ave
Evart, MI 49631

Return To: Wirth Farms LLC
8495 50th Ave
Evart, MI 49631

Assisted By: Surveyors Title of Osceola County
202 W. Upton Ave.
Reed City, MI 49677

07/11/2017 10:36 AM Liber: 970 Page: 115
5897508
RECORDED Pages:2 of 3 DWD Fees: $35.00
Nancy S Crawford, Register of Deeds Osceola County, MI
EXHIBIT "A"
LEGAL DESCRIPTION

The Northwest 1/4 of the Northwest 1/4, Section 8, T17N, R7W, Orient Township, Osceola County, Michigan, EXCEPT a parcel beginning at a point 1196.00 feet East of the Northwest corner; thence South 01°00'00" West 230.70 feet; thence East 188.80 feet; thence North 01°00'00" East 230.70 feet; thence West 188.70 feet to the point of beginning.
TO: Osceola County Planning Commission
    Osceola/Lake Conservation District
    Evart Township Board

RE: Application for PA 116 Farmland Agreement
    For: Douglas E. Wirth

Applications Filed: November 14, 2018

Attached is the copy of the above application for Evart Township.

The Statute requires your review of this application within 30 days and the submission of your approval and any comments or recommendations.

Please mail letter of approval and/or disapproval to the County Board of Commissioners in care of the Osceola County Clerk, 301 W. Upton Ave., Reed City, MI 49677.

The County Board of Commissioners must act within 45 days.

Sincerely,

Karen J. Bluhm
Osceola County Clerk
The County of Osceola has received the attached Farmland and Open Space Preservation Program Application(s). Your entity, Evart Township, is required to review the same.

Name of Applicant: Douglas E. Wirth
Property Location: Parcel #1: Section #1, T17N, R8W Evart Twp.
Date of Application: November 14, 2018
Application Number: Parcel #1---2018-0009

Please return your comments to the Osceola County Clerk. You may send a separate letter or use the space below for review and comment.

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

Date of Review: ____________________

Signature of Reviewing Entity: ________________________________

Please send comments/completed form to:

Osceola County Clerk
Karen J. Bluhm
301 W. Upton
Reed City, MI 49677
LAND AND WATER MANAGEMENT DIVISION
DEPARTMENT OF NATURAL RESOURCES

APPLICATION FOR FARMLAND AGREEMENT

(Act No. 116 of the Public Acts of 1974, Section 5. Please read the Land Eligibility Requirements and Instructions before filling out this form. Please print or type. Attach additional sheets as needed.)

I. Personal Information:

1. Name(s) of Applicant: Wirth Douglas

2. Marital Status: □ Married □ Single □ Divorced □ Widowed

3. Mailing Address: 8495 80th Ave Evart Michigan 49631

4. Social Security Number: ____________________________

5. Federal Employer Identification Number (if applicable): ____________________________

II. Property Location: (Can be taken from the deed)

6. County: Osceola 7. Township: City or Village: Evart

8. Section No.: __________ Town Number: __________ Range: __________

III. Legal Information:

9. Attach a clear copy of deed title, or land contract (may be a photo copy). (If land contract see #14a)

10. Attach a clear copy of the most recent property tax description (may be a photocopy).

11. Is there a tax lien against the land described above: □ Yes or □ No.

If yes, please explain circumstances:

12. Does the applicant own the mineral rights: □ Yes or □ No; if owned by the applicant, are the mineral rights leased □ Yes or □ No.

Indicate who owns or is leasing the mineral rights if other than applicant:

Name the types of mineral(s) involved:

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than for agricultural purposes: □ Yes or □ No.

If yes, indicate to whom, for what purposes and the number of acres involved:

14. Is land being purchased under land contract: □ Yes or □ No. If yes, indicate the vendor (seller):

Name:

Mailing Address: ____________________________

14a. Act No. 116 of the Public Acts of 1974 states that the vendor (seller) must agree to allow the land cited in the application into the program. Please have the vendor(s) sign below. (All sellers must sign.)

Land Contract Seller:
I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Act of 1974.

__________________________
Signature of Land Contract Vendor (Seller(s))

__________________________

PR2702
Rev 5/87
15. If the applicant is one of the following, please check the appropriate space and complete the following information (not applicable to an individual not meeting one of the categories — please leave blank):

- Corporation
- Business Trust
- Trust
- Partnership L.L.C.
- Estate
- Association
- 2 or more persons having a joint or common interest in the land

If the applicant fits into a category listed above, please list the following: President, Vice President, Secretary and Treasurer or present income beneficiaries:

Name: Douglas Wirth, Title member S.S. # [Redacted]
Mailing Address: 8495 80th Ave Evart Michigan 49631

Name: __________________________ Title _________________________ S.S. # __________
Mailing Address: __________________________ Street __________________ City State __________________________ Zip Code

Name: __________________________ Title _________________________ S.S. # __________
Mailing Address: __________________________ Street __________________ City State __________________________ Zip Code

Name: __________________________ Title _________________________ S.S. # __________
Mailing Address: __________________________ Street __________________ City State __________________________ Zip Code

Name: __________________________ Title _________________________ S.S. # __________
Mailing Address: __________________________ Street __________________ City State __________________________ Zip Code

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: (Check one and fill out correct section or sections)
This application is for:
   a. an application of 40 acres or more, complete only section (16);
   b. an application of 5 acres or more but less than 40 acres; complete only sections (16) and (17); or
   c. a specialty farm, complete only sections (18) and (19).

16a. Type of agricultural enterprise (e.g., livestock, cash crops, etc.): Dairy

b. Total number of acres of the farm: 37 (owned) 2000 (rented)
c. Total number of acres in application (if less than b): 37
d. Acreage in cultivation: 37
e. Acreage in cleared, fenced, improved pasture or harvested grassland: Corn
f. All other: __________________________
g. Indicate structures on the property. (If more than one building, indicate the number of buildings.)

   No. of Buildings: 0
   Residence: Barn: Tool Shed: __________________________
   Silo: Grain Storage Facility: Grain Drying Facility: __________________________
   Poultry House: Milking Parlor: Milk House: __________________________
   Other: (Indicate) __________________________

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must meet certain minimum income requirements (see definition on Farmland II (2) and III (1-3) on the Land Eligibility Requirements information sheet).

What is the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding application from the sale of agricultural products:

$ 19425
$ 37 (per acre)
18. To qualify as a specialty farm, the land must be designated by the Michigan Department of Agriculture and meet certain minimum income and land size requirements. (See definition of Farmland II (3) and III (1-3) on the Land Eligibility Requirements information sheet). If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products:

$ 

V. 19. What is the number of years you wish the agreement to run? (Minimum 10 years, Maximum 90 years)

10

VI. Signature:

20. The undersigned declares that this application, including any accompanying informational material, has been examined by him and to the best of his knowledge and belief is true and correct.

[Signature]

Wirth Farms LLC

[Signature]

Member

10-25-18

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.

RESERVED FOR LOCAL GOVERNMENT USE, CLERK PLEASE COMPLETE ALL SPACES — Sections I and II.

I. Action by Local Governing Body: Jurisdiction:

Date received by clerk: 

This application is approved, rejected.

(If rejected, see attached statement by Local Governing Body.)

Date of approval or rejection: Clerk’s signature and seal: 

Property Appraisal: The current fair market value of the real property in this application has been determined to be $ 

II. Check List:

DATE

- Upon filing an application, clerk issues receipt indicating date received

- Clerk notifies reviewing agencies by forwarding a copy of the application (review agencies have 30 days to return comments)

- Clerk schedules application for presentation at next regular meeting of governing body (governing body has 45 days from meeting date to approve or reject application)

- Clerk notifies applicant 5 days before action is taken on the application by the local governing body

- Approval or rejection by local governing body

- If approved, applicant is notified and the original application letters of review or comment from reviewing agencies and all supportive material is sent to the Land and Water Management Division, Box 30028, Lansing, Michigan 48909

- If rejected, clerk notifies applicant in writing within 10 days stating reason for rejection and returning the application, etc. to the applicant

FINAL APPLICATION SHOULD INCLUDE:

- Copy of deed or land contract

- Copy of tax description

- Copy of recent appraisal record

- Map of farm

- REVIEW LETTERS FROM:

- County planning commission or regional planning commission

- Soil conservation district

- Township (if applicable)

- City (if applicable)

- Village (if applicable)
Map of Farm with structures and natural features:
A. Show boundaries of land cited on application.
B. Show buildings as [ ] house, [ ] barn, etc. Also sketch in roads and other avenues of travel.
C. Outline and designate the current uses of the property if possible.
D. Any residential structures which are rented to persons not directly associated with the farm operation must be excluded from the application. Please indicate which buildings fall in this category and the appropriate property description for its exclusion. Unless an appropriate description is included we cannot exclude any parcels. Once included the parcels cannot be split or separated at a later date.
KNOW ALL MEN BY THESE PRESENTS: That Jerry Yoder and Hannah Yoder, husband and wife

Whose address is 6147 6 Mile Rd, Evart, MI 49631 and 6147 6 Mile Rd, Evart, MI 49631

Convey(s) and Warrant(s) to Wirth Farms LLC

Whose address is 8335 80th Ave, Evart, MI 49631

the following described premises:

SEE EXHIBIT "A" ATTACHED HERETO

Tax Parcel No.: 03-001-001-02

For the sum of Sixty Seven Thousand Four Hundred Ten Dollars and No Cents ($67,410.00) subject to the existing building and use restrictions, easements, and zoning ordinances of record, if any.

The grantor grants to the grantee the right to make all division(s) under section 108 of the Land Division Act, Act. No. 288 of the Public Acts of 1967. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.
Attached to and made a part of a deed by and between Jerry Yoder and Hannah Yoder, husband and wife, as Grantor
Wirth Farms LLC, as Grantee.

Dated April 25, 2018

Signed

Jerry Yoder

Hannah Yoder

State of Michigan
County of Osceola

On this 25th day of April, 2018, before me personally appeared Jerry Yoder and Hannah Yoder, husband and wife to
known to be the person described in and who executed the foregoing instrument and acknowledged that they exec-
the same as their free act and deed.

Tracey Wright, Notary Public
Mecosta County, Michigan
My Commission Expires: June 11, 2018
Acting in the County of: Osceola

Drafted By: Jerry Yoder
6147 6 Mile Rd
Evart, MI 49631

Assisted By: Surveyors Title of Osceola County
202 W. Upton Ave.
Reed City, MI 49677

Return To: Wirth Farms LLC
8335 80th Ave.
Evart, MI 49631
EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in the Northeast 1/4 of Section 1, T17N, R8W, Evart Township, Osceola County, Michigan, being more particularly described as commencing at the Northeast corner of said Section; thence N89°32'46"W along the North Section line, 850.01 feet to the point of beginning; thence continuing N89°32'46"W along said line, 1000.94 feet; thence S00°09'03"W, 731.30 feet; thence N88°37'07"W, 237.25 feet; thence S00°10'53"W, 727.45 feet to the North 1/16th line; thence S87°41'32"E along said line, 1211.78 feet; thence N00°06'26"E, 690.62 feet; thence N08°12'39"E, 199.92 feet; thence N00°09'31"E parallel with said East Section line, 605.40 feet to the point of beginning. Subject to the right of way for 6 Mile Road across the Northerly 33.00 feet thereof, as depicted on the Certificate of Survey.
Thanks for the opportunity to continue to offer Xerox solutions to Osceola County Family Court Juvenile Division!

What unique advantages does this proposal offer?
- Ongoing Xerox onsite service.
- No meter charges, unlimited.
- Save about $629 over the life of the new lease.
- We will only use actual Xerox parts and supplies for optimum performance.
- We are a known quantity who will take care of you in the long run.
- More memory and a faster processor.
- Compatible with the latest operating systems.
- Maintenance is fixed, it won't go up in price for at least 5 years.
- Leveraging the Xerox / National IPA Agreement.
- Better print quality and reliability.

About Preferred Office Machines / Authorized Xerox Sales Agent:
We are a member in good standing with the Better Business Bureau with an A+ Rating!
We are also a longstanding member of the Reed City Area Chamber of Commerce, Ferris State University President’s Club and Rotary Community Service Club.

Any equipment you are considering will be backed by Xerox Service, ranked #1 in the industry for response and expertise! We will also only use actual Xerox parts and supplies, not knockoffs or generics, which will enhance your reliability and quality too.

We are leveraging the Xerox / National IPA negotiated contract to get you the best contract pricing available!

I appreciate the opportunity to continue our good business relationship, thanks for your consideration!

Sincerely,

John C. Milan

John C. Milan cell 231 598 1813
President - Preferred Office Machines
Authorized Xerox Sales Agent 231 796 8080
Current State Analysis
County Of Osceola

410 W Upton Ave
Reed City, MI 49677

Equipment

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<thead>
<tr>
<th>Product</th>
<th>Accessories</th>
<th>Maintenance</th>
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<tbody>
<tr>
<td>WC353PT</td>
<td>(BPT)</td>
<td>C: Lease</td>
</tr>
<tr>
<td>S/N: A8912213</td>
<td>OFC/FRNLX(LN)</td>
<td>Combined</td>
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<tr>
<td></td>
<td>BSCMAKER 2/3 HOLE PUNCH(FIN:4:3HP)</td>
<td>CPC</td>
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<tr>
<td></td>
<td>OFFICE FINISHER LK(DC-FINLX)</td>
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<td></td>
<td>NETWORK SCAN(SNCOPTNS)</td>
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Total Cost of Operation

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<tr>
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Leased 50 of 60

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<tr>
<td>Monthly Service</td>
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Starting Meter Reads

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Ending Meter Reads

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Total

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<tbody>
<tr>
<td>Monthly Equipment</td>
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<td>Monthly Service</td>
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Overage Rates

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</tr>
</tbody>
</table>

XEROX® VERSALINK®
MULTIFUNCTION
PRINTER


B7025/B7030/B7035
When it comes to seamless integration into your work environment and helping you get important tasks done faster, there’s no smarter option than the affordable, reliable and supremely business-ready VersaLink B7025/B7030/B7035 Multifunction Printer—featuring Xerox® ConnectKey® Technology.

Preloaded Xerox® ConnectKey® Apps help optimize office efficiency, and on-screen access to the extensive Xerox App Gallery provides expanded functionality—like the optional Xerox® Easy Translator Service app, which quickly translates scanned documents into numerous languages.

Get more done in less time by creating customized 1-Touch Apps to automate multi-step workflows for individuals or groups. Simply tap your new app to quickly perform the job you configured. And with Simple ID, individual users and groups enter a user ID and password once, and then enjoy fast, secure access to task-specific presets, individualized favorite contacts, and commonly used apps on a personalized home screen.

**READY FOR THE WAY YOU WORK.**

The VersaLink B7000 Series Multifunction Printer gives you the freedom to work where and how you want—with out-of-the-box direct connectivity to Google Drive®, Microsoft® OneDrive and Dropbox®, and access to additional options through the Xerox App Gallery.

The ability to connect and print from multiple devices is key for today’s worker, and VersaLink devices meet the challenge with optional Wi-Fi® and Wi-Fi Direct®, plus Apple® AirPrint®, Google Cloud Print®, Xerox® Print Service Plug-in for Android®, Near Field Communication (NFC) Tap-to-Pair and Mopria®.

Learn more about why Xerox is the only choice for today's mobile professionals by visiting www.xerox.com/mobile.
1. A 110-sheet Duplex Automatic Document Feeder (DADF) scans two-sided black and white or color originals for copy, scan and fax jobs.

2. Optional work surface (included with Convenience Kit) gives you plenty of room to sort documents.

3. Card Reader Bay with embedded USB port.

4. An easily accessible USB port allows users to quickly print from or scan to any standard USB memory device.

5. The 100-sheet Bypass Tray handles media sizes from 3.5 x 3.87 in. to 11.69 x 17 in. (89.5 x 297 x 431.8 mm).

6. The standard 520-sheet Tray 1 handles media sizes from 5.5 x 7.17 in. to 11.69 x 17 in. (139.7 x 182 mm) and fits 205 sheets (includes Bypass Tray).

MULTIPLE PAPER TRAY OPTIONS TO FIT EVERY NEED:

7. Add the Single Tray Module to the Desktop model to increase the total paper capacity to 1,140 sheets (includes Bypass Tray). Or choose the optional Three Tray Module (not shown) to increase the total paper capacity to 2,190 sheets (includes Bypass Tray).

8. Choose the optional Single Tray with Stand Module to increase the total paper capacity to 1,140 sheets (includes Bypass Tray) and provides storage for toner cartridges and other supplies.

9. Choose the optional High-Capacity Tandem Tray Module for a total paper capacity of up to 3,140 sheets (includes bypass Tray).

10. The optional High-Capacity Feeder holds 2,000 sheets of letter/A4 paper, increasing the maximum paper capacity to 5,140 sheets.

ADD INCREASED VERSATILITY WITH FINISHING OPTIONS:

11. The Dual Catch Trays (optional with Desktop model) stack up to 250 sheets each, lower tray offsets.

12. The optional Office Finisher LX gives you advanced finishing functions at great value.


INTRODUCING TOUCHSCREEN SUPERIORITY

Meet our all-new, 7-inch color touchscreen—the user interface that sets a higher standard for customization, personalization and versatility.

By presenting a familiar “mobile” experience—with support for gestural input and task-focused apps that share a common look and feel—fewer steps are needed to complete even the most complex jobs.

A highly intuitive layout guides you through every task from start to finish, with a natural hierarchy placing critical functions near the top of the screen and commonly used options front and center. Don’t like where a function or app is located? Customize the layout to make it yours.

This unmatched balance of hardware technology and software capability helps everyone who interacts with the VersaLink® B7000 Series Multifunction Printer get more work done, faster.
Xerox® VersaLink® B7025/B7030/B7035 Multifunction Printer is built on Xerox® ConnectKey® Technology. For more information, visit www.connectkey.com.

### Device Specifications

<table>
<thead>
<tr>
<th>Device</th>
<th>VersaLink B7025</th>
<th>VersaLink B7030</th>
<th>VersaLink B7035</th>
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</thead>
<tbody>
<tr>
<td>Speed</td>
<td>Up to 25 ppm</td>
<td>Up to 30 ppm</td>
<td>Up to 35 ppm</td>
</tr>
<tr>
<td>Monthly Duty Cycle</td>
<td>Up to 107,000 pages</td>
<td>Up to 129,000 pages</td>
<td>Up to 153,000 pages</td>
</tr>
<tr>
<td>Hard Drive/Printer/Memory</td>
<td>320 GB HDD/105 GB Dual-core/2 GB memory</td>
<td>320 GB HDD/110 GB Dual-core/2 GB memory</td>
<td>320 GB HDD/115 GB Dual-core/2 GB memory</td>
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<tr>
<td>Connectivity</td>
<td>Ethernet 10/100/1000 Base-T, High-speed USB 3.0, Wi-Fi® and Wi-Fi Direct® with optional Wi-Fi Kit</td>
<td>Ethernet 10/100/1000 Base-T, High-speed USB 3.0, Wi-Fi® and Wi-Fi Direct® with optional Wi-Fi Kit</td>
<td>Ethernet 10/100/1000 Base-T, High-speed USB 3.0, Wi-Fi® and Wi-Fi Direct® with optional Wi-Fi Kit</td>
</tr>
<tr>
<td>Control Features</td>
<td>Unified Address Book, Configuration Cloning, Scan Preview, Xerox Extensible Interface Platform®, Xerox App Gallery, Xerox® Standard Accounting, Role Based Permissions, Convenience Authentication Enabled, Online Support</td>
<td>Unified Address Book, Configuration Cloning, Scan Preview, Xerox Extensible Interface Platform®, Xerox App Gallery, Xerox® Standard Accounting, Role Based Permissions, Convenience Authentication Enabled, Online Support</td>
<td>Unified Address Book, Configuration Cloning, Scan Preview, Xerox Extensible Interface Platform®, Xerox App Gallery, Xerox® Standard Accounting, Role Based Permissions, Convenience Authentication Enabled, Online Support</td>
</tr>
<tr>
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<td>Copy: Up to 600 x 600 dpi; Print: Up to 1200 x 1200 dpi</td>
<td>Copy: Up to 600 x 600 dpi; Print: Up to 1200 x 1200 dpi</td>
</tr>
<tr>
<td>First-copy-out Time (as fast as)</td>
<td>As fast as 6.8 seconds</td>
<td>As fast as 5.4 seconds</td>
<td>As fast as 5.4 seconds</td>
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<td>Paper Input</td>
<td>Duplex Automatic Document Feeder (DAADF): 110 sheets; Standard size: 5.5 x 8.5 in. to 11 x 17 in./A5 to A3; Custom sizes (duplex): 4.92 x 3.35 in. to 11.69 x 17 in./A5 to A3; Single: 4.92 x 3.35 in. to 11.69 x 17 in./A5 to 11 x 17 in./A4 to A3</td>
<td>Duplex Automatic Document Feeder (DAADF): 110 sheets; Standard size: 5.5 x 8.5 in. to 11 x 17 in./A5 to A3; Custom sizes (duplex): 4.92 x 3.35 in. to 11.69 x 17 in./A5 to A3; Single: 4.92 x 3.35 in. to 11.69 x 17 in./A5 to 11 x 17 in./A4 to A3</td>
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<tr>
<td>Paper Output/Finishing</td>
<td>Standard: 250 sheets each, Lower tray holds</td>
<td>Standard: 250 sheets each, Lower tray holds</td>
<td>Standard: 250 sheets each, Lower tray holds</td>
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<tr>
<td>Convenience Stacker with Work Surface: Staples 50 sheets</td>
<td>Convenience Stacker with Work Surface: Staples 50 sheets</td>
<td>Convenience Stacker with Work Surface: Staples 50 sheets</td>
<td>Convenience Stacker with Work Surface: Staples 50 sheets</td>
</tr>
</tbody>
</table>

### Intuitive User Experience

- Customize and Personalize
  - Walkup customization. Personalize Home Screen by User. Multiple Home Screens with Simple ID. Customize by Site, Function or Workflow with Xerox App Gallery and Xerox® App Studio
- Print Drivers
  - Job Identification, Bidirectional Status, Job Monitoring, Xerox® Global Print Driver® and Mobile Express Driver®
- Xerox® Embedded Web Server
  - PC or mobile—Scout Status, Responsive Design, Settings, Device Management, Cloning
- Preview
  - Preview of Scan to Fax with Zoom, Rotate, Add Page
- Print Features
  - Print from USB, Secure Print, Sample Set, Personal Print, Saved Job, Xerox® EarthSmart Driver Settings, Job Identification, Booklet Creation, Store and Recall Driver Settings, Bi-directional Real-time Status, Scaling, Job Monitoring, Application Defaults, Two-sided Printing (as default), Ship Blank Pages, Draft Mode
- Scan
  - Optical Character Recognition (OCR), Scan to USB/E-mail/Network (FTP/SMB), Scan File Formats: PDF, PDF/A, XPS, JPEG, TIFF; Convenience Features: Scan to Home, Searchable PDF, Single/Multi-Page PDF/PDF/A/FTP/PHP/Email, Password Protected PDF
- Fax
  - Optional Walk-up Fax one-line or three-line options available. Includes LAN Fax, Direct Fax, Fax Forward to; optional Fax Over IP

### Mobile and Cloud Ready

- Mobile Printing
  - Apple® AirPrint®, Google Cloud Print® Ready, Xerox® Print Service and Mopria® Print Service Plug-Ins for Android®; @PrintByXerox
- Mobility Options
  - Xerox® Mobile Print and Mobile Print Cloud, Connect via NFC/Wi-Fi Direct Printing, Xerox® Mobile Link App
- Cloud Connections
  - Print from Scan to Google Drive®, Microsoft® OneDrive®, Dropbox®, Microsoft Office 365® Box®, Xerox® DocuShare® Platform® and more

### Benchmark Security

- Network Security
  - IPsec, HT IPS, encrypted email, Network Authentication, SNMPv3, SSL/TLS, Security Certificates, Pre-installed self-signed certificates, Cisco® Identity Services Engine (ISE) Integration
- Device Access
  - Firmware Verification, User access and Internal firewall, Port/IP Domain Filtering, Audit Log, Access Controls, User Permissions, Smart Card Enabled
- Data Protection
  - Setup/Security Wizards, Job Level Encryption via HT TP/IPPS submission, Encrypted hard disk (AES 256-bit, FIPS 140-2) and Image overwrite, Common Criteria Certification (ISO 15408) (under evaluation), Encrypted Apps with Embedded Certificate Support
- Document Security
  - Secure Print, Secure Fax, Secure Email, Password Protected PDF

### Enables Next Generation Services

- Print Management
  - Xerox® Print Management and Mobility Suite®, Configuration Cloning, Xerox® Standard Accounting, Equitrac®, Y Soft® and more
- Managing Print
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OSCEOLA COUNTY
PERSONNEL AND OPERATIONS POLICY
MANUAL

POLICY SUBJECT: MANAGEMENT RIGHTS

POLICY NO: PAGES: 1 OF 1

AUTHORIZED BY: BOARD OF COMMISSIONERS

IMPLEMENTED: 09/01/86 AMENDED:

STATEMENT OF POLICY

The County reserves the right to change the policies, rules and regulations set forth in
this handbook at any time. Employees will be notified of any such changes.

As these policies, rules and regulations are subject to change from time to time, an
employee cannot rely on custom or prior practice, but must follow such new policies, rules and
regulations as they are notified of changes. The fact that the policies, rules or regulations may
have been applied differently in the past has no effect on their current or future enforcement.

The Employee Handbook is intended to provide employees with a general understanding
of the personnel policies of the county. The language of the Handbook is not intended to
establish nor is it to be considered a contract between the County and any of its employees for
either employment or the providing of any benefits. The policies set forth in this Handbook are
intended as general guidelines. Except as otherwise provided herein, the County reserves the
right to deviate from the guidelines when appropriate in the judgment of the Board of
Commissioners. Employment with the County is for an indefinite term and can be terminated by
the employee or the County at any time with or without cause and with or without notice. No one
other than the Board of Commissioners of Osceola County has authority to change this policy or
to enter in any contract of employment that is contrary to the foregoing and no such policy
change agreement by the Board of Commissioners will be enforceable, unless it is in writing and
signed by the Chairman of the Board of Commissioners. This policy supersedes all prior policies
understandings or agreements.

Nothing stated in this Handbook is intended to modify the At-Will relationship in any way.
This includes, without limitation, anything stated in the policies on attendance, terminations,
performance evaluations, discipline procedures, staff conduct or complaint procedures.

The Board of Commissioners believes in these personnel policies but reserves the right
to alter, modify, amend or terminate these policies and benefits in a manner which it deems to
be in the best interest of the County.

Establishment or modifications of the personnel policies shall be authorized by the Board
of Commissioners, in writing and shall be distributed to all employees for inclusion in the
Employee Handbook.
OSCEOLA COUNTY
PERSONNEL AND OPERATIONS POLICY MANUAL

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STATEMENT OF POLICY

No employee of the County shall maintain an outside business or financial interest, or engage in any outside business or financial activity, which conflicts with the interest of the County, or which interferes with his or her ability to fully perform their job responsibilities. For example, and not by limitation, if your job responsibilities include purchasing, or you are in a position to influence such purchases, you will have no proprietary or financial interest in any business that furnishes products, materials, or services to the County, or in any related transaction. Nor may you benefit directly or indirectly from a third party who furnishes products, materials, or services to the County.

Financial interest held by immediate family members, in companies that compete with or bid on contracts with the County, are to be disclosed to the County so that a determination can be made as to whether a conflict exists.

The steering of clients to a family member or to organizations or corporations, in which they have an interest, is strictly forbidden.
STATEMENT OF POLICY

The County of Osceola has determined that maintaining a workplace and workforce that are free from drugs or alcohol is essential for fulfilling its duties in service to the public and insuring public safety.

IMPLEMENTATION

The County of Osceola prohibits the use, distribution, manufacture, or possession of behavior altering chemical substances on County property.

Employees are prohibited from reporting to work or working while under the influence of alcohol or controlled substances.

Employees violating the substance abuse policy or refusing to take a drug test may be subject to disciplinary action, which may subsequently result in the termination of employment.

This policy does not apply to the use of controlled drugs used in accordance with the limits of a valid prescription.

PRE-EMPLOYMENT PHYSICAL

Job applicants being considered for employment will be given drug tests as part of the pre-employment physical examination. Applicants with confirmed positive test results, without acceptable explanation, will not be hired. Those applicants resulting in a positive reading may request a second testing if adequate reasons are presented. Drug testing will be done initially at the cost of the applicant, upon negative testing results, the applicant will be reimbursed for the cost of the testing and then scheduled for the pre-employment physical.

PUBLIC SAFETY EMPLOYEES

Employees involved in positions which directly affect public safety, e.g., road patrol officer,
corrections officer, probation officer or maintenance worker may be required by law, or by County policy, to participate in periodic drug/alcohol screening. Employees will be told upon hire r notified which job classifications are subject to periodic testing.

POLICY VIOLATIONS

Employees may be required to submit to a drug/alcohol test when there is belief that this policy has been violated. Probable cause for requesting testing may include but are not limited to the following:

1. Possession of a controlled substance.
2. Behavior or symptomatic exhibiting of drug/alcohol use by an employee.
3. An employee sustaining any serious or potentially serious injury or accident while working. An employee(s) involved in a motor vehicle accident will automatically be tested.
4. Involvement in a known or suspected drug related incident on or off County property at any time.

CONVICTION OF DRUG OFFENSE

Any County employee convicted of an illegal drug statute will be terminated.

Employees convicted or incarcerated for an alcohol related incident will be suspended pending a hearing with the immediate supervisor and the County Board of Commissioners or their designated representative. An employee may be placed on leave of absence and/or disciplined up to and including termination depending on the nature of incidence.

PRESCRIPTION/MEDICATIONS

Employees must notify their immediate supervisor if they are using medication (prescription or over-the-counter) that may cause drowsiness or affect their ability to operate a County vehicle or equipment or severely impairs their ability to perform their duties.

EMPLOYEE ASSISTANCE

An employee who asks for assistance may be offered counseling and rehabilitation as covered under the county's health plan or at the employee's expense.

An employee who demonstrates obvious symptoms of drug or alcohol use behavior, who may be determined as having a dependency or exhibits a confirmed positive test result may be offered counseling and rehabilitation as an alternative to severe disciplinary action. Successful completion of the rehabilitation program and remaining drug and alcohol free at the workplace will be a special condition of continued employment. Employees who refuse to submit for counseling, fail to complete the counseling program or are convicted of a second offense will be terminated.

Employees enrollment in a second substance abuse program will be reviewed by the Employer, Co-employer and Salary and Personnel Committee.
All requests for assistance and test results shall remain confidential and be retained in separate file from the employees personnel records.

Questions pertaining to group health insurance coverage relative to alcohol or substance abuse counseling and treatment should be directed to the County Administrative Office.
STATEMENT OF POLICY

The County of Osceola is committed to the law of equal employment opportunity and, therefore, will not fail or refuse to hire or recruit, to transfer, promote or discharge, or otherwise discriminate against an individual with respect to employment compensation, or a term, condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight, or marital status. In addition, the County is committed to the law of equal employment opportunity and reasonable accommodation of disabled persons. Accordingly, the County will not fail or refuse to hire, or recruit, or discharge, or otherwise discriminate against any individuals with respect to employment compensation or a term, condition or privilege of employment because of a disability, as defined by law, which: (1) is unrelated to the individual's ability to perform the duties of his/her job; or (2) is related to the individual's ability to perform the duties of a particular job or position, but can be accommodated without undue hardship to the County. The County will take all further steps to comply with all existing federal, state, and local employment laws and guidelines.
OSCEOLA COUNTY
POLICIES AND PROCEDURES

POLICY NAME: FRAUD POLICY

POLICY SUBJECT: FRAUD

POLICY NUMBER: N/A APPROVED: August 23, 2007 AMENDED:

BACKGROUND:

The Osceola County fraud policy is established to facilitate the development of controls, which will aid in the detection and prevention of fraud against Osceola County. It is the intent of Osceola County to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

SCOPE OF POLICY:

This policy applies to any fraud, or suspected fraud, involving employees as well as consultants, vendors, contractors, outside agencies doing business with employees of such agencies and/or any other parties with a business relationship with Osceola County.

Any investigative activity required will be conducted without regard to the suspected wrong doings, length of service, position/title, relationship to the County.

POLICY:

Management is responsible for the detection and prevention of fraud, misappropriations and other inappropriate conduct. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of the management team will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

Any fraud that is detected or suspected must be reported immediately to the County MMRMA Member Representative, who coordinates all investigations with the appropriate supervisor or county counsel and other affected areas, both internal and external.

ACTIONS CONSTITUTING FRAUD:

The terms defalcation, misappropriation and other fiscal wrongdoings refer to, but are not limited to:
• Any dishonest or fraudulent act
• Forgery or alteration of any document or account belonging to the County
• Forgery or alteration of a check, bank draft or any other financial document
• Misappropriation of funds, securities, supplies or other assets
• Impropriety in the handling or reporting of money or financial transactions
• Profiteering as a result of insider knowledge of county activities

**ACTIONS CONSTITUTING FRAUD:**

• Disclosing confidential and proprietary information to outside parties
• Accepting or seeking anything of material value from contractors, vendors or persons providing services/materials to the County. **EXCEPTION:** Gifts less than $50 in value.
• Destruction, removal or inappropriate use of records, furniture, fixtures and equipment; and/or
• Any similar or related inappropriate conduct.

**OTHER INAPPROPRIATE CONDUCT:**

Suspected improprieties concerning an employee’s moral, ethical or behavioral conduct should be resolved by departmental management, the appropriate Elected Official or the Board of Commissioners.

If there is any question as to whether an action constitutes fraud, contact the County’s MMRMA Member Representative for guidance.

**INVESTIGATION RESPONSIBILITIES:**

The County MMRMA Member Representative has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. If the investigation substantiates that fraudulent activities have occurred, the County’s MMRMA Member Representative will issue reports to appropriate designated personnel and if appropriate, to the Board of Commissioners.

Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and senior management, as will final decisions on disposition of the case.

**CONFIDENTIALITY:**

The County MMRMA Member Representative treats all information received confidentially. Any employee who suspects dishonest or fraudulent activity will notify the County’s MMRMA Member Representative immediately, and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act (see
REPORTING PROCEDURE section below).

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the County from potential civil liability.

AUTHORIZATION FOR INVESTIGATING SUSPECTED FRAUD:

Members of the Investigation Unit will have:

- Free and unrestricted access to all County records and premises, whether owned or rented: AND
- The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets and other storage facilities on the premises without prior knowledge or consent of any individual who may use or have custody of any such items or facilities when it is within the scope of their investigation.

REPORTING PROCEDURES:

Great care must be taken in the investigation of suspected improprieties or wrongdoings so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way.

An employee who discovers or suspects fraudulent activity will contact the County MMRMA Member Representative immediately. The employee or other complainant may remain anonymous. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative or any other inquirer should be directed to the Investigations Unit or the County MMRMA Member Representative. No information concerning the status of an investigation will be given out. The proper response to any inquiries is: I am not at liberty to discuss this matter.” UNDER NO CIRCUMSTANCES should any reference be made to “the allegation,” “the crime,” “the fraud,” “the forgery,” “the misappropriation,” or any other specific reference.

The reporting individual should be informed of the following:

- Do not contact the suspected individual in an effort to determine facts or demand restitution.
- Do not discuss the case, facts, suspicions or allegations with ANYONE unless specifically asked to do so by county counsel or the County MMRMA Member Representative.

TERMINATION:

If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed for approval by the department head, Elected Official or Board of Commissioners, as appropriate and if appropriate or necessary by outside county counsel, before
any such action is taken. The decision to terminate an employee is made by the employee’s management. (Department Head, Board of Commissioners or Elected Official) Should the County MMRMA Member Representative believe the management decision inappropriate for the facts presented, the facts will be presented to the Board of Commissioners.

ADMINISTRATION:

The County MMRMA Member Representative is responsible for the administration, revision, interpretation and application of this policy. The policy will be reviewed annually and revised as needed with approval by the Board of Commissioners.
STATEMENT OF POLICY

It is expected that all County employees will present a neat and well-groomed personal appearance and that their dress will be appropriate for the position held and the work being performed. Employees are expected to be courteous and polite to each other and to those with whom they deal. Employees shall, during working hours refrain from conduct of any kind of offensive personality that will adversely reflect upon their reputations and/or the reputation of Osceola County.
OSCEOLA COUNTY
PERSONNEL AND OPERATIONS POLICY
MANUAL

POLICY SUBJECT: SEXUAL HARASSMENT POLICY AND
PROCEDURES

POLICY NO: PAGES: 1 OF 2

AUTHORIZED BY: BOARD OF COMMISSIONERS

IMPLEMENTED: 09/01/97 AMENDED:

STATEMENT OF POLICY

Sexual harassment is prohibited by Title VII of the Civil Rights Act of 1954 and Michigan's Elliot-Larsen Civil Rights Act. Unwelcome sexual advances, requests for sexual favors, and other unsolicited verbal or physical conduct or communication of a sexual nature constitute sexual harassment when:

1. Submission to such conduct or communication is made either explicitly or implicitly a term or condition of employment or;

2. Submission to or rejection of such conduct or communication is used as the basis for a decision affecting an individual's employment or

3. Such conduct or communication has the purpose or effect of creating an intimidating work environment, which causes the recipient's work performance.

Employees have the legal right to expect their workplace to be free of acts of sexual harassment. Upholding that right, the Osceola County Board of Commissioners commits itself to maintaining a harassment-free work environment for all County Employees. It is the policy of the Osceola County Board of Commissioners that any employee who shall engage in acts of sexual harassment; who permits employees under his/her supervision to engage in such harassment; or who retaliates or permits retaliation against an employee who reports such harassment is guilty of misconduct and shall be subject to remedial action that may include the imposition of discipline or dismissal.

Sexual Harassment Grievance Procedure
An employee who believes himself/herself a victim of sexual harassment may initiate contact with any of the following:

1. Offending Employee:
The perceived victim may inform the offending employee directly by any means that the behavior in question is discriminatory or harassing. The victim should state specifically that he/she wants such behavior stopped.

2. **Immediate Supervisor:**
An employee may inform his/her immediate supervisor of the perceived problem. The victim should be specific in identifying the discriminatory or harassing behavior or acts of malfeasance and the offending employee. The immediate supervisor shall provide assistance in resolving the problem, which may include counseling or suggesting other resources. If disciplinary action is taken by a supervisor, it shall be documented and such written documentation shall be presented to the chairperson of the Personnel and Administration Committee and the Chairperson of the County Board of Commissioners.

3. **Chairperson of Personnel and Administration Committee**
The perceived victim may contact the chairperson of the Personnel and Administration Committee of the County Board of Commissioners at any time by telephone, in writing or in person. The chairperson will direct an investigation to be made. Employees may expect the Chairperson to act with discretion.

Employees who feel they have been victims of harassment, discrimination or are aware of malfeasance may file a formal complaint either following or instead of attempting informal resolution of the problem. When a formal, written complaint is filed, there will be an investigation of the incident, an official record will be kept and the offending employee faces the potential of discipline. Formal procedures may be chosen by a victim in the following cases:

a. When informal procedures have not eliminated the problem.

b. When the problem is ongoing.

c. When the behavior is blatant and clearly in violation of policy, state or federal law.

d. When the victim decides that formal procedures are appropriate.

Discipline or other forms of corrective action shall be carried out in compliance with applicable rules and regulations and collective bargaining agreements.