COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, January 19, 2016
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.

5. Consider Approval of the Minutes of January 5, 2016.

6. Consider Payment of Claims.

7. Old Business:
   A. Discuss Library Staff Access – Susan Vander Pol.
   B. Discuss Veteran Affairs County Incentive Grant – Susan Vander Pol.
   C. Discuss Longevity Pay Policy – Susan Vander Pol.
   D. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.
   E. Discuss E.M.S. Northwest Quadrant / Tustin Station.

8. New Business:
   A. Discuss Clerk's Office Staffing – Karen Bluhm.
   B. Discuss Clerk's Imprest Cash – Karen Bluhm.
   C. Discuss C.O.A. Petty Cash – Susan Vander Pol.
   D. Discuss Remonumentation Agreement – Susan Vander Pol.

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.
OSCEOLA COUNTY
COMMITTEE OF THE WHOLE
MINUTES
JANUARY 5, 2016

The Committee meeting was called to order at 9:55 a.m. by Chairman Emig.


Also present: Lori Leudeman-County Treasurer, Jeremy Beebe-E.M.S. Director, Susan Vander Pol-County Coordinator, Karen Bluhm- County Clerk, and other members of the public.

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

Brief public comment: None.

Employee/Board comment: Susan Vander Pol, County Coordinator, spoke about Circuit Court Probation's Lein access at the Annex. She will continue to work with the State to resolve this matter.

Susan Vander Pol, County Coordinator, also advised Board members that the recently hired Veterans' Services Officer has decided to take another position and will be terminating his employment with Osceola County effective January 8, 2016.

Motion by Commissioner Nehmer, seconded by Commissioner Tiedt, to approve the minutes of December 15, 2015 as presented. Motion was unanimously supported.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to approve payment of claims in the amount of $48,122.33. Commissioners discussed invoices presented by Commission on Aging for the purchase of money orders. Those invoices were deducted from the original amount of claims presented of $48,133.58 until Scott Schryer, C.O.A. Director, can explain those expenditures. Motion was unanimously supported.

2016 Treasurer Resolutions
Lori Leudeman, County Treasurer, explained the three (3) resolutions she is asking to be approved today.

Recommended by Commissioner Wayne, seconded by Commissioner Halladay, to approve the 2016 Resolution for Tax Credit for Elderly, Disabled, Etc. Recommendation was unanimously supported.

Recommended by Commissioner Gregory, seconded by Commissioner Tiedt, to approve the 2016 Resolution for the Osceola County Investment Policy. Recommendation was unanimously supported.

Recommended by Commissioner Wayne, seconded by Commissioner Nehmer, to approve the 2016 Depository Resolution. Recommendation was unanimously supported.
E.M.S. Northwest Quadrant Update
Jeremy Beebe, E.M.S. Director, advised the Tustin project is complete, and they are moved into the new facility. Today is their first day of 24 hour status from the new base location. Discussion was held on an open house at the new facility.

E.M.S. & Fire Association Joint Grant-CPR Compression Devices
Jeremy Beebe, E.M.S. Director, explained how the new CPR Compression Devices work and their advantages. He then explained the Osceola County Fire Chiefs are working on a regional grant with a 90/10 cost share. They have asked if the County E.M.S. would like to participate in the grant process with them. Discussion was held.

Recommended by Commissioner Elkins, seconded by Commissioner Tiedt, to approve the joint application and Memorandum of Understanding between the various fire departments and County for CPR devices and authorize the Chairman to sign. Recommendation was unanimously supported.

Sheriff 2016 Road Patrol Vehicles Purchase
Undersheriff Justin Halladay requested purchasing the departments two (2) new patrol cars for 2016 through the MiDeal program and Bill Snethkamp dealership.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to approve the purchase of two (2) 2016 Dodge Chargers ($24,538 each) through the State of Michigan MiDeal program from Snethkamp for the total amount of $49,076 plus setup with payment from the 245 Fund. Recommendation was unanimously supported.

County's Mutual of Omaha Coverage
Karen Bluhm, County Clerk, explained some of the issues regarding the life insurance coverage as it relates to the number of hours employees work. Discussion was held.

E.M.D. Supplement Grant
Annamaria Herrera, from Emergency Management, presented an application for supplement grant monies for the 2014 EMPG grant. Discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Wayne, to accept the additional Supplemental Grant Amount for the 2014 EMPG grant in the amount of $1,417.21 and authorize the Chairman to sign. Recommendation was unanimously supported.

WCMCA Meeting
Susan Vander Pol, County Coordinator, advised Osceola County will be hosting the April 25, 2016 WCMCA meeting. She has arranged for the meeting to be held at the C.O.A. Tustin Meal Site with a tour held at our new E.M.S. Tustin base across the street from that location. Discussion was held.

Budget Amendments & Journal Register Report
Commissioner Tiedt reviewed the budget amendments presented and asked they be approved along with the Journal Register Report from the County Treasurer.
Recommended by Commissioner Tiedt, seconded by Commissioner Elkins, to approve the budget amendments and Treasurer's November 2015 Journal Register as presented. Recommendation was unanimously supported.

Supplemental Payouts
Susan Vander Pol, County Coordinator, spoke to Commissioners about a Motion passed on November 3, 2015, regarding supplement payments to a few employees. She asked for clarification of when those payouts were to be made. Discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to approve providing the supplement payments per Motion No. 3E of November 3, 2015 to pay on the employee’s anniversary date of hire during Fiscal Year 2016. Recommendation was unanimously supported.

C.O.A. - Accounts Payable Invoices
Scott Schryer, C.O.A. Director, spoke to the Board about invoices discussed earlier today by Board members. He explained the process they currently have in practice for meal site collections. Discussion was held.

Recommended by Commissioner Tiedt, seconded by Commissioner Gregory, to pay the Commission on Aging claims in the amount of $11.25 as submitted. Recommendation was unanimously supported.

Employee/Board Comment: Commissioner Tiedt commented on Friend of the Court services and his concerns. Discussion was held.

Extended Public Comment: State Representative Phil Potvin spoke to the Board about some of the matters he believes will be addressed by the Legislature in the upcoming year.

Motion by Commissioner Wayne, seconded by Commissioner Nehmer, to adjourn at 11:28 a.m. Motion carried.

Karen J. Bluhm, County Clerk

Larry Emig, Chairman
Application for the Michigan Veteran Affairs Agency’s County Incentive Grant

Date of Application: December 21, 2015

County applying: Osceola County (Should be same as on IRS determination letter and as supplied on IRS Form 990.)

Current Operating Budget: $8,457 for 2015; $29,947 for 2016

Veteran Service Director: Peter John Roskowski Phone number: 231-912-7011

Contact person/title/phone number (if different from executive director): Susan M. Vander Pol, Osceola County Coordinator, 231-832-6196

Address (principal/administrative office): 301 West Upton Avenue

City/State/Zip: Reed City, Michigan 49677

Fax Number: 231-832-6197 E-mail Address: oscadmin@osceola-county.org

List any previous support from this funder in the last 5 years: Received a $10,000 grant for start up to help pay for part-time veterans’ service officer. An individual was hired and began employment on 12/14/2015. The grant will be used to pay for the position for the remainder of 2015 and part of 2016.

Amount Requested: $5,000

Select Grant Option: ☐ Establishment of a previously non-existent Veterans Affairs Office
☐ Hire a new full time accredited county veteran counselor
☐ Contract with an adjacent county to provide veteran advocacy; or hire a new part time accredited county counselor; or increase hours of a current part time accredited county veteran counselor
☐ Technology upgrades/investments

Specify any additional information: Osceola County would like to apply for a Technology grant to purchase a laptop with docking station, multi-printer/scanner/fax, monitor, keyboard and mouse, projector, portable scanner and printer, projection screen, presenter with laser pointer and transportation cart for the new Veterans’ Services Department. This equipment would allow the Director of Veterans’ Service to travel and give presentations to local veteran and public groups as well as make it easier to scan or fax documents along with electronic filing of claims for the veterans to qualifying programs. We also feel having flexibility to do public presentations to local group to spread information or have a “mobile site” office at some of our Commission on Aging locations will help the local veterans and the awareness of the new office.

Larry Emig, Chairperson, Board of Directors
Typed Name and Title

Signature

Larry Emig, Chairperson, Board of Commissioners
Typed Name and Title

Signature, Executive Director

Susan M. Vander Pol, Osceola County Coordinator
Typed Name and Title

Date

12-21-2015
December 21, 2015

Proposed Budget for Director of Veterans’ Services Technology

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Cost</th>
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<tr>
<td>Laptop</td>
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<td>3 Year Warranty</td>
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<tr>
<td>Docking Station w/Power</td>
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<td>Microsoft Office Professional 2016</td>
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<td>Laptop Case</td>
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<td>LED 20” Monitor</td>
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<td>Logitech Wireless Keyboard/Mouse</td>
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<td>Multimedia Projector with case</td>
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<tr>
<td>Portable Small Scanner</td>
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<tr>
<td>Portable Small Printer</td>
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<tr>
<td>Wireless Presenter with laser pointer</td>
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<tr>
<td>Portable Projection Screen</td>
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<tr>
<td>Luggage Cart for Transporting Equip.</td>
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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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</tbody>
</table>

TOTAL | $(5,000) | $(5,000)

Veterans' Services
Department

Board of Commissioners/Representative

Recorded ( ) Motion/Resolution No.
Budget Amendment No. ____________

1-13-2016 Date

EXPLANATION: Technology
POLICY NUMBER: 3007

POLICY TITLE: Longevity Pay Policy

Authorized by: Board of Commissioners

Date Implemented: Date Amended: 01/01/2005; 02/03/2015; ?

POLICY:

As an incentive to faithful and continued service the following additional salary, i.e., "longevity pay" shall be paid annually based on the anniversary date of hire or commencement of office to all county full time employees, department heads and elected officials. The elected officials years of service will be calculated from their original date of hire as an employee of the county or if not an employee upon their commencement in office. The time periods shall be:

- After five (5) calendar years - $240
- After ten (10) calendar years - $480
- After fifteen (15) calendar years - $720
- After twenty (20) calendar years - $960

No further steps.

It shall be the responsibility of the employee entitled to such longevity pay to bring his/her entitlement of the same to the attention of his/her department head. The department head shall submit a voucher for the same to the County Clerk. The voucher must be submitted within 60 days of the date of the anniversary or will be forfeited. Payment will normally be made on the pay day immediately following the employees anniversary date for the years specified above.
AGREEMENT

THIS AGREEMENT, made and entered into this ______ day of ________, 20__, by and between the Osceola County Board of Commissioners (hereafter referred to as the "Board"), acting on behalf of the County of Osceola, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and LCM SURVEYING & ENGINEERING INC, whose address is 225 East Main St, P.O. Box 408, Marion, Michigan 49665 (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, The county has entered into a Grant Agreement with the Michigan Department of Consumer and Industry Services, Property Development Division, Survey and Remonumentation Section for the conduction of surveying, monumentation and remonumentation of property controlling corners in Osceola County during the 2016 calendar year; and

WHEREAS, the Consultant, is licensed as a surveyor in the State of Michigan, has submitted a proposal to the County to perform the surveying, monumentation and remonumentation service required by the County on an independent consultant basis; and

WHEREAS, the County accepts the Consultant's proposal subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained. IT IS HEREBY AGREED as follows:

I. SCOPE OF SERVICES. The Consultant shall perform the following services in areas of Osceola County designated in the attached Exhibit A:

A. Research of public and private records for information regarding public land survey corners.

B. Field work including, but not limited to:

1. Field traversing for determining mathematical relationships.

2. Excavation for physical evidence of monumentation of government corners.

3. Setting restoring and perpetuating physical monumentation for government corners under the requirements of P.A. 74 of 1970.
4. Establishment of accessories for all monumented Section corners.

C. Preparation of Comer Recordation Certificates under the guideline of P.A. 74 of 1970 and presentation of data to peer review committee for review and approval.

D. Compiled data of field activities and corner research will be maintained and filed at the county, according to current written County Standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks for a period of 7 years.

II. SERVICES NOT EXCLUSIVE TO CONSULTANT. It is expressly understood and agreed by the Consultant that the performance of the services required in Section I are not exclusive to the Consultant. The board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section I.

III. COMPENSATION. The Consultant shall be compensated for the services performed under this agreement at the rate of $997 per corner for the 41 corners to be monumented as designated in exhibit A, which the Consultant performs the services required in Section I. It is expressly understood and agreed that the total compensation, which the Consultant shall receive under this agreement, shall not exceed the sum of: $40,887.

The Consultant shall submit bills to the Grant Administrator for services completed on the corners designated in Exhibit A after data regarding the corners to be billed has been presented to the Peer Review Committee for review and has received the Committee's approval. All bills properly submitted shall be paid within thirty (30) days of submission in accordance with the County's procedure for payment of Accounts Payable.

IV. HOURS OF WORK. The Consultant shall have control over determining the days and hours in which he performs work under this Agreement.

V. CONSULTANT'S OFFICE, TOOLS AND EQUIPMENT. The Consultant shall maintain and utilize his own office while performing services required by this Agreement. The Consultant shall also at his own expense, supply all tools, equipment, and vehicles he needs to perform the services required by this Agreement. The County shall be responsible to provide the monuments and monument boxes as required to perform the services under this agreement.

VI. LICENSING. Throughout the term of this Agreement, the Consultant must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any
reason, the Consultant's license is revoked, suspended, or otherwise not in effect, such 
shall be deemed terminated on the date that the Consultant is no longer licensed as a 
surveyor in the State of Michigan.

VII. **APPLICABLE LAW AND VENUE.** This Agreement shall be construed 
according to the laws of the State of Michigan. It is expressly understood and agreed that 
in the event any actions in law or in equity arising under this Agreement are brought by 
either party against the other party, the venue for such actions shall be Osceola County, 
Michigan.

VIII. **COMPLIANCE WITH THE LAW.** The Consultant shall render the services 
required by this Agreement in complete compliance with all applicable Federal, State and 
local laws, ordinances, rules and regulations. The Consultant shall also adhere, at his 
own expense, to any rules, regulations, policies or guidelines of the Osceola County Road 
Commission when doing any work on an Osceola County road. Failure to comply with 
the provisions of this section shall be regarded as a material breach of this Agreement, 
and grounds for its immediate termination by the County.

IX. **PROTECTION OF PERSONS AND PROPERTY.** The Consultant shall ensure that 
precautions are exercised for the protection of persons and property. The safety provisions 
of all applicable laws and codes shall be observed. The Consultant 
shall comply with all Federal and State laws and municipal ordinances 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 Consultant 
shall secure all necessary certificates and Permits for municipal or other public 
authorities as may be required in connection with the performance of service covered by 
this Agreement.

X. **NON DISCRIMINATION.** The Consultant shall adhere to all applicable Federal, State 
and local laws, ordinances, rules and regulations prohibiting discrimination. The 
Consultant, as required by law, shall not 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, political affiliation, 
or beliefs or handicap which is unrelated to the individual's ability to perform the duties 
of a particular job or position. Breach of this section shall be regarded as a material 
breach or this Agreement. In the event the Consultant is found not to be in compliance 
with this section, the County may terminate this Agreement effective as of the date of 
delivery of written notification to the Consultant.

XI. **INDEPENDENT CONSULTANT.** It is expressly understood and agreed that the 
Consultant is an independent consultant. The Consultant and any persons employed by 
him shall in no way be deemed to be and shall not hold themselves out as employees, 
servants or agents of the County or the State of Michigan and shall not be entitled to any 
fringe benefits of the County or the State of Michigan, such as, but not limited to, health
and accident insurance, life insurance, longevity, paid sick or vacation leave. The Consultant shall be responsible for paying salaries, wages and any other compensation due his personnel for services performed under this Agreement and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Consultant shall also be responsible for providing his personnel with workers’ compensation and unemployment compensation coverage, as required by law.

XII. INDEMNIFICATION AND HOLD HARMLESS. The Consultant shall, at his own expense, protect, indemnify and hold harmless the County, the County Grant Administrator, the State of Michigan and their elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions of negligence of the Consultant or any of his officers, employees or agents which may arise out of the Agreement.

The Consultant’s indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, the County Grant Administrator, the State of Michigan, their officers, employees and agents by the insurance coverage obtained and/or maintained by the Consultant pursuant to the requirements of the Agreement.

XIII. LIABILITY INSURANCE.

A. The Consultant shall procure, pay the premium on, keep and maintain during the term of this Agreement as long as insurance is available, liability insurance coverage with limits of not less than the following:

1. Workers' Compensation: When and as required by law.

2. Employers' Liability: When and as required by law.

3. General Liability (occurrence basis only) with the following coverage Inclusions:
   a. Broad Form General Liability Endorsement or equivalent, if not in policy proper.
   b. Independent Consultant Coverage.
   c. Contractual Liability.


5. The Consultant may maintain such other insurances as he deems
appropriate for his own protection.

B. In the event that the Consultant's insurance coverage is at any time reduced of terminated during the duration of the Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Consultant.

XIV. MODIFICATION OF AGREEMENT. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XV. ASSIGNMENT OR SUBCONTRACTING. The Consultant may not assign, subcontract or otherwise transfer his duties and/or obligations under this Agreement.

XVI. DISREGARDING TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XVII. COMPLETENESS OF THE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XVIII. AGREEMENT PERIOD. The Consultant shall commence performance of the services and obligations required of the Consultant hereunder after this Agreement has been fully designed by the authorized representatives of both parties to this Agreement. The Consultant shall complete all services required by this Agreement by no later than the 31st day of December, 2012. This Agreement shall terminate on the 31st day of December, 2012 of whenever all funding is exhausted, whichever occurs first.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days written notice to the Consultant, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Consultant for the services rendered by the Consultant up to the effective date of termination.

XIX. SEVERABILITY OF INVALID PROVISIONS. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Consultant shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.
XX. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are fully authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, The authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

Witnessed by: OSCEOLA COUNTY

Karen J. Bluhm Date
County Clerk

Chairperson Date
County Board of Commissioners

Susan VanderPol Date
Grant Administrator

CONSULTANT

William E. Sikkema, Secretary Date
LCM SURVEYING & ENGINEERING INC