NOTE: Claims will be available for review from 12:30 – 1:00 p.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 November 1, 2016.

6. Consider Payment of Claims.

7. Old Business:
   A. Update on C.O.A. Marion Renovation – Bob Van Putten/Landmark Design Group, Scott Schryer and Dan Massy.
   B. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.

8. New Business:
   A. Discuss E.M.S. Items – Jeremy Beebe:
      1. Fleeteyes Contract Cancellation
      2. Patient Care Report and Billing Software Purchase
   B. Discuss Peggy Graham Appointment to Planning Commission – Dan Massy.
   D. Discuss Employee Recognition of Service for 2016 – 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
NOVEMBER 1, 2016

The Committee meeting was called to order at 9:34 a.m. by Chairman Emig.

Present: Commissioners Nehmer, Halladay, Gregory, Emig, Wayne, Elkins and Tiedt.

Also present: Scott Schryer-C.O.A. Director, Justin Halladay-Undersheriff, Jeremy Beebe-E.M.S. Director, Russ Wayne-Jail Administrator, Kaye Frederick-Probate & Family Court Administrator, Amy Eddinger-Youth Attention Center Director, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk, and other members of the public.

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

Brief public comment: None.

Employee/Board comment: None.

Motion by Commissioner Elkins, seconded by Commissioner Nehmer, to approve the minutes from October 18, 2016. Motion carried.

Recommended by Commissioner Tiedt, seconded by Commissioner Gregory, to approve the current claims of the County in the amount of $69,171.98. Recommendation was unanimously supported.

Youth Attention Center
Amy Eddinger, Director of the Youth Attention Center and Kaye Frederick, Probate and Family Court Administrator, spoke to the Board regarding the loss of federal grants for the Youth Attention Center. Kaye shared information regarding how the Center helps provide services for area youth and keeping them out of the Court system. She suggested using money from their department budget to help with the deficit. Discussion was held.

Recommended by Commissioner Tiedt, seconded by Commissioner Gregory, to approve the additional 2016 funding up to $6,250 for the Youth Attention Center to be transferred from the Probate Court-Court Appointed Attorneys. Recommendation was unanimously supported.

E.M.S. Evart Area Joint Fire Board Lease
Jeremy Beebe, E.M.S. Director, presented a one year extension for their renewal with the Evart Area Joint Fire Board. He reported no changes are in the renewal for the next year, including no change in cost.

Recommended by Commissioner Elkins, seconded by Commissioner Tiedt, to approve the E.M.S. Evart Area Joint Fire Board Lease as presented and authorize the Chairman to sign. Recommendation was unanimously supported.
Advanced Correctional Healthcare Mental Health Rider
Russ Wayne, Jail Administrator, shared information regarding a Mental Health Rider to our current contract with Advances Correctional Healthcare for inmates. He explained how the service would work in conjunction with Community Mental Health. Discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to approve the Advances Correctional Healthcare Mental Health Rider as presented and authorize the Chairman to sign. Recommendation was unanimously supported.

Purchase of In-Car and Body Cameras/Sheriff's Department
Undersheriff, Justin Halladay, asked the Board to officially approve the purchase of in-car and body cameras for the department in guidelines with the USDA grant requirements.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to approve the purchase of in-car and body cameras for the Sheriff's Department from Digital-Ally for the amount of $44,769 with payment from the 245 Fund. Recommendation was supported, with Commissioner Wayne voting no.

HOME (MSHDA) Grant Application
Dan Massy, Community Developer, asked for authorization to apply for an additional $120,000 in housing grants through MSHDA. He spoke about how some of the money is used in various projects. Discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to authorize the application for a HOME (MSHDA) Grant Application and authorize the Chairman to sign any necessary documents. Recommendation was unanimously supported.

Adoption of 2017 Budget & 2017 Appropriations Act
Susan Vander Pol, County Coordinator, briefly reviewed the budget proposed for 2017 and asked if there were any further questions, before adoption of the budget.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to adopt the 2017 Budget, allocate the 2017 Budget and approve the 2017 Budget Resolution/General Appropriations Act. Recommendation was unanimously supported.

Budget Amendments
Commissioner Tiedt reviewed the budget amendments presented.

Recommended by Commissioner Tiedt, seconded by Commissioner Gregory, to approve the budget amendments presented. Recommendation was unanimously supported.

Commissioners shared their liaison reports at this time.

Employee/Board Comments: None.
Extended Public Comment: None.

Moved by Commissioner Gregory, seconded by Commissioner Nehmer, to adjourn at 10:48 a.m. Motion carried.

______________________________    ________________________________
Karen J. Bluhm, County Clerk        Larry Emig, Chairman
November 9, 2016

Osceola County
301 W. Upton Ave
Reed City, MI 49677
Attn: Susan Vander Pol, County Coordinator

RE: Osceola County Commission on Aging
    Marion Facility Renovation
    Post Bid Addendum

Dear Board Members,

General contractor bids for the Marion COA project were received and opened on September 29, 2016. Steve Jones Construction submitted the low base bid in the amount of $286,386.00. The bid adhered to the construction cost estimate of $275,000.00 to $300,000.00 as presented to the County Board at the June 7, 2016 Committee of the Whole meeting.

At the October 5, 2016 Committee of the Whole meeting the Board appeared interested in options to reduce cost. Landmark prepared Post Bid Addendum One and issued it to Steve Jones Construction for contractor pricing. On October 20, 2016 Steve Jones Construction provided the deductive cost for each item (see attached). The total of the deductive items is $24,501.00. We request the Board’s input regarding the selection of the deductive items and the acceptable construction cost for the project.

I will be attending the November 15, 2016 County Board meeting to discuss the bid results and cost options in more detail.

Sincerely,

LANDMARK DESIGN GROUP, P.C.

Robert Van Putten, Architect
President

Cc: Scott Schryer, Director, Osceola County Commission on Aging
    Jody Waurzyniak, Executive Assistant, Osceola County Coordinator’s Office

Attachment: Post Bid Addendum One
POST BID ADDENDUM ONE

The following are changes, clarifications, and additions made to the Drawings and Project Manual/Specifications prior to acceptance bid. All of these items, if selected, shall be considered part of the Contract Documents.

The general character of the work required by this Addendum shall be the same as originally specified, and all incidental required in connection with the work hereinafter described shall be included even though not specifically mentioned. The Contractor shall be held responsible to include and adjust the work of all trades involved as required to complete the work described hereinafter.

All applicable provisions of General and Supplementary Conditions, instructions to bidders and all other contract documents apply to this Addendum.

This Addendum consists of two (2) pages.

A. NORTH EXTERIOR REVISIONS

1. Delete the fiberglass decking at the ramp and entry deck and replace with treated wood.

   DEDUCT $8,056.00

2. Delete the new exterior canopy, metal roofing, wood trusses and soffit. The existing mansard roof will remain.

   DEDUCT $10,100.00
3. Delete the new vinyl siding at the north elevation. Existing siding shall remain. Replace the existing exterior door with Door 109.

DEDUCT $963.00

B. SOUTH EXTERIOR REVISIONS

1. Revise the location of the new Door 101 to the same location as the existing exterior door at the west end of the south elevation. The south wall masonry existing sill, beam/lintel and window head framing shall remain. Install the two new windows within the existing framing. Install new vinyl siding over existing construction below the mansard. Siding above the mansard shall remain.

DEDUCT $2,450.00

2. Existing interior bulkhead shall remain at existing south wall.

DEDUCT $1,196.00

C. OTHER ITEMS

1. Install carpet in Activity Room 101 in lieu of specified luxury vinyl tile.

DEDUCT $900.00

2. Delete floor finish in Storage 108.

DEDUCT $200.00

3. Delete 1 x 6 oak chair rails in Activity 101 and oak corner guards.

DEDUCT $636.00

D. CONTRACTOR VOLUNTARY DEDUCT ITEMS

1. DEDUCT N/A

2. DEDUCT N/A

3. DEDUCT N/A

End of Post Bid Addendum One
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 (x)  245 Capital ( )  Special Revenue (x)  Debt Service ( )  Other ( )

REVENUE:

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TOTAL $(12,500) $(12,500)

Child Care Fund
Department

Susan Andrews
Department Head Signature
11-8-16 Date

EXPLANATION: YAC Funding per BOC 11-1-2016
COUNTY OF OSCEOLA

AUTHORIZATION TO TRANSFER FUNDS

The County Treasurer is hereby directed to transfer funds in the following manner:

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COMMENTS:

The above transfer has been appropriated by the Board of Commissioners by previous resolution and may be less than the full amount appropriated in the source fund. The appropriating action was by:

( ) Appropriation Act
( ) Budget Resolution
( ) Transfer Resolution

The County Treasurer is to complete the transfer within three business days following the date of this authorization order. A copy of the executed transfer is to be issued to the County Clerk. Should the County Treasurer be unable to complete the transfer, in whole or in part, within the time prescribed, a statement will be sent to the authorizing party within the same time limit, giving reason why the transfer can not be completed.

( ) By direction of the Board
( ) By direction of the Finance Committee

Date: 11-08-2016

Chairman

Finance Chairperson
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 ( )

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TOTAL $(___,140) $(___,140)

Equalization

Department

Board of Commissioners/Representative

Recorded ( ) Motion/Resolution No. __________

Department Head Signature

11-9-16 Date
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:

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Osceola COA / HDM
Department

[Signature]
Department Head Signature

Board of Commissioners/Representative

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

11-1-16 Date
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**Summary:**

- Journals posted from 10/03/2016 to 10/05/2016.
- Various entries for office supplies, contracted services, temporary employees, payroll, and other financial transactions.
- GL numbers and descriptions for each entry, with corresponding debit and credit amounts.
- Total debits and credits balanced for each date.
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JOURNAL REGISTER FOR OSCEOLA COUNTY

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Total: 121,022.00 121,022.00
November 15, 2016

To: Osceola County Board of Commissioners

RE: EMS Department Agenda Items

Fleeteyes Contract Cancellation

Fleeteyes has been used to track EMS vehicles for the last 3 years. At the time of the original contract, Fleeteyes was the only vendor which was able to provide real time tracking of all vehicles through the internet using smartphones, laptops, and desktop computers. The cost for Fleeteyes is $40 per vehicle per month. The Fleeteyes program provides GPS location and speed of each vehicle. This information is recorded and can be recalled when needed. Fleeteyes requires a specific make and model of modem installed in each vehicle that it tracks.

For the last 4-6 months we have also installed Verizon Fleet Tracking in all EMS vehicles. Verizon Fleet Tracking provides GPS tracking, speed, engine diagnostics, and emergency lighting and siren activation on each vehicle. The monthly cost of the program also includes roadside assistance calls of 2 per year per vehicle. A separate tracking device is installed in each vehicle and a lifetime replacement warranty is included with each tracking device. The cost for Verizon Fleet Tracking is $20 per vehicle per month.

The contract with Fleeteyes expires in January 2017. I am requesting the Board cancel the current contract with Fleeteyes with an effective date of December 31, 2016.

Patient Care Report and Billing Software Purchase

In 2009 the State of Michigan required all licensed EMS agencies to submit emergency call data through the National Emergency Medical Services Information System (NEMSIS). Through the years NEMSIS was updated which required patient care reporting and billing software vendors to update their programs to match the requirements. Recently, Michigan advised that as of December 31, 2017 all EMS agencies must be compliant with NEMSIS v3.4.

Our current report and billing software vendor is Titech. We have used Titech for approximately 10 years. Titech has historically updated their software to comply with the new versions of the NEMSIS reporting requirements. In October we were advised by Titech that they will not be able to comply with the NEMSIS v3.4 requirements. This means as of December 31, 2017 we would not be able to use Titech for our patient care reporting software.

The EMS Department’s total monthly cost for usage of the Titech billing software, patient care reporting software, and server hosting is $677. An additional $250 monthly fee is paid to a clearinghouse, Trizetto, which processes the electronic billing claims and sends patient statements. The total cost is $927 a month.

Since October we have been researching new software vendors and talking to local EMS agencies about other software vendors. The two most recommended vendors were Physio Control Health EMS and Zoll RescueNet. We contacted both vendors and have researched both programs and vendors thoroughly.

Both Zoll and Physio Control have provided the EMS Department numerous demonstrations, conference calls, videos and documents describing their products. EMS Staff members have had the opportunity to provide feedback on both products. Both products are already compliant with the new NEMSIS v3.4 reporting
requirements. Both products will host all information on off-site servers which significantly reduces risk for the County.

The Zoll RescueNet software requires an annual contract which automatically renews in 1 year increments. One disadvantage of an annual contract is Zoll has the ability to increase costs each year. An advantage would be the County can change vendors after only a one year commitment. The cost of the Zoll RescueNet software is $1,050 per month. Trizetto would still be used as the clearinghouse at a cost of $250 per month for a total monthly cost of $1,300. The quote from Zoll also includes a one-time implementation fee of $30,800. This fee is for on-site training, programming, and implementation of the system. A portion of the fee is for travel and training and may be reduced depending on actual training time and travel expenses. The fee is a “not to exceed” fee so the fee is guaranteed not to be raised, but may be lower depending on actual expenses.

The Physio Control Health EMS software includes a 5 year contract with the contract price locked in for 5 years. The disadvantage is the Department is locked in to the software for 5 years. An advantage is the price of the software is locked in for 5 years. The monthly cost of the Physio Control Health EMS software is $1,045 per month. The cost of the clearinghouse is included in the price. An additional estimated cost of $100 per month would be paid to Physio Control for mailing patient statements. The total estimated cost of the software is $1,145 per month. The quote from Physio Control includes a one-time implementation fee of $11,875. The fee is for on-site training, programming, and implementation of the system.

Implementation of a new patient care reporting and billing software is a long process. The goal would be to start the training and programming in January 2017 and start using the new program in March 2017. Emergency calls in March 2017 would go into the new system while patients prior to March 2017 would still be in the current system. It will take 3-6 months of using both systems before the current system can be discontinued. This would put the Department completely on the new system around September 2017 which would be before the deadline. This also gives the Department a few months of extra time in case unanticipated delays occur.

The County is required to give our current vendor, Tritech, a 60 day cancellation notice. I recommend not giving that notice at this time as we will be using 2 systems until late summer/early fall 2017. I will come back to the Board when the Department is ready to give Tritech the 60 day cancellation notice.

I am requesting Board approval to purchase the Physio Control Health EMS software for a 5 year contract with Board Chair to sign all necessary documents. The funds are available in the 210 Capital Equipment line item in 2016 to cover the cost of the implementation fee. The quotes and contracts for both Zoll and Physio Control are attached.

Respectfully Submitted,

[Signature]

Jeremy Beebe
EMS Director
## Schedule A

**Prepared For:** Osceola County EMS  
**Pricing Valid Through:** 11/17/16  
**Term:** 60 Months  
**Annual Incidents:** 3,000  
**Annual Net Collections (Estimate):** $960,000

### HealthEMS Subscription Fees - ePCR & RevNet

<table>
<thead>
<tr>
<th>HealthEMS Components</th>
<th>Total</th>
<th>Period</th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>ePCR</td>
<td>$ 500</td>
<td>Year 1</td>
<td>$ 1,045</td>
<td>$ 12,540</td>
</tr>
<tr>
<td>Fire</td>
<td>$ -</td>
<td>Year 2</td>
<td>$ 1,045</td>
<td>$ 12,540</td>
</tr>
<tr>
<td>RevNet</td>
<td>$ 600</td>
<td>Year 3</td>
<td>$ 1,045</td>
<td>$ 12,540</td>
</tr>
<tr>
<td><strong>Total Subscribed Monthly Fees</strong></td>
<td><strong>$ 1,100</strong></td>
<td>Year 4</td>
<td>$ 1,045</td>
<td>$ 12,540</td>
</tr>
<tr>
<td>Competitive Discount</td>
<td>$ (55)</td>
<td>Year 5</td>
<td>$ 1,045</td>
<td>$ 12,540</td>
</tr>
<tr>
<td><strong>Net Monthly Subscription</strong></td>
<td><strong>$ 1,045</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Subscription Fees</strong></td>
<td></td>
<td></td>
<td><strong>$ 62,700</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Optional Extension Transaction Fees

*Unit prices are subject to change with 30 days notice*

<table>
<thead>
<tr>
<th>Description</th>
<th>UM</th>
<th>Price/Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>HealthEMS SanFax Transaction Fees</td>
<td>Page</td>
<td>$0.06</td>
</tr>
<tr>
<td>RevNet Clearinghouse Transaction Fees:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claims - 1st Page (Paper)</td>
<td>Each</td>
<td>$0.59</td>
</tr>
<tr>
<td>EOB - 1st Page (Paper)</td>
<td>Each</td>
<td>$0.34</td>
</tr>
<tr>
<td>Statements - 1st Page (Paper)</td>
<td>Each</td>
<td>$0.73</td>
</tr>
<tr>
<td>Statements, Claims, EOBs Multiple Pages (Paper)</td>
<td>Each</td>
<td>$0.13</td>
</tr>
<tr>
<td>Other Clearinghouse Services Available On Request</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

### One-Time Activation Fee - ePCR & RevNet

- Includes System setup and configuration  
  - **$ 5,995.00**

The undersigned agrees to pricing terms identified above. This Schedule A forms part of the Subscription Agreement and pricing is based on acceptance of the standard Subscription Agreement. Professional Services for Training & Implementation will be provided under separate proposal.

---

**Customer**

Authorized Customer Signature / Date

Printed Name / Title

**Physio-Control, Inc.**

Physio-Control Authorized Signature
Physio-Control Data Solutions uses a "Train the Trainer" approach consisting primarily of web-based sessions with a dedicated PCDS Project Manager. By training "with you", not "for you", this proven approach is designed to transfer knowledge to customers so they can enjoy high utilization, a high degree of self-sufficiency, and long term success. Direct one-on-one Project Manager interactions are designed to complement self-help educational resources including training videos, checklists, white papers, and a knowledge base.

A requirement for successful software deployment is to have a strong implementation team consisting of individuals who represent key roles and levels in the organization, all of whom champion the efforts needed to implement the system.

Physio-Control Data Solution’s 4 Pillars to Implementation Success
1. The Executive Sponsor(s) - Provides steadfast leadership, understands holistic benefits of the system, allocates necessary resources, prioritizes implementation activities, and empowers the Product Champion to make operational decisions.
2. Product Champion - Customer point person with strong organizational skills, ideally with experience implementing software, pulls in resources as needed, and has the authority to make workflow changes. Often groomed to be a Power User.
3. Subject Matter Experts (SME’s) - Provide expertise and leadership in clinical, operational, financial, HR, and regulatory functions.
4. Physio-Control Data Solutions Professional Services - PCDS’s Project Manager helps operationalize the system to meet your unique business needs.

<table>
<thead>
<tr>
<th>Description</th>
<th>UP</th>
<th>UM</th>
<th>Qty</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services: Web-Based</td>
<td></td>
<td>Std Rate $200 /Hour</td>
<td>$140 Hour</td>
<td>42</td>
</tr>
<tr>
<td>Total Consulting Fees (estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1) Fees are estimated; actual charges will be billed based upon hours consumed during engagement. PCDS will notify and obtain approval from customer for any costs in excess of 10% of proposed amounts.

Please refer to Subscription Agreement for payment terms and conditions; sign below to indicate acceptance of engagement.

Customer

Authorized Customer Signature / Date

Physio-Control, Inc.

PCDS Authorized Signature

Printed Name / Title
SUBSCRIPTION AGREEMENT

This HealthEMS® Subscription Agreement (the “Agreement”), is between Physio-Control, Inc., (“Physio-Control”), and the undersigned customer (“Customer”).

1. HealthEMS® SYSTEM. (“System”)

1.1 Licensed Software. The Licensed Software is the HealthEMS® software, a remote-hosted, web-based organization management solution (“Licensed Software”) for the Fire/Emergency Medical Services industry. Physio-Control owns all rights to this Licensed Software, including the software comprising Data Collection Services as described in Section 1.4, and Extensions as described in Section 1.5.

1.2 Professional Services. Physio-Control makes available numerous Professional Services (“Professional Services”) as set forth in Section 3 to help maximize the Customer’s investment in the System.

1.3 Data Center Services. Data Center Services (“Data Center Services”) are comprised of infrastructure and services that host, manage, and support the Licensed Software. Physio-Control is responsible for Data Center Services as defined in Section 2.3 up to the point of external Internet access. It is the responsibility of Customer to procure applicable hardware, software, and Internet connectivity with sufficient bandwidth to meet user demands.

1.4 Data Collection Services. Physio-Control provides flexible point-of-service (POS) data collection solutions and a secure file transfer program that uploads data via the Internet (“Data Collection Services”). Certain Data Collection Services require Customer to procure and support hardware that meets the specifications set forth by Physio-Control. The Agreement includes the right to order and use Physio-Control’s proprietary scannable forms. Should the Customer be in breach of the terms of this Agreement, its license to order and use Physio-Control’s proprietary scannable forms shall be suspended until such breach is remedied.

1.5 Extensions. Physio-Control may make available optional Extensions (“Extensions”) designed to extend the functionality of Licensed Software. Extensions may include, but not be limited to, myPatientEncounters, RevNet, XchangeER, SanFax, Data Xport and Physio-Control Connectx for integration with third parties. Third parties may include, but not be limited to, billing vendors, payers, clearinghouses, CAD (Computer-Aided Dispatch) vendors, medical devices (such as EKG), HIE’s, state reporting systems, and hospitals. Customer is responsible for acquiring licenses and paying fees to applicable third parties as required. Extension descriptions, terms, and applicable fees for setup and use, are as set forth in Extension Addendums and/or Schedule A, all of which form part of this Agreement.

1.6 Documentation. The term Documentation (“Documentation”) means any users’ manual(s), specifications, any documents attached to or referenced in this Agreement, any RFP response, proposal or similar document provided by Physio-Control and other materials accompanying the System, and any modified version thereof relating or referencing the System or any of its components.

2. SYSTEM SERVICES.

2.1 Account Management Services. Physio-Control will assign a primary account manager to assist Customer in their commercial relationship with Physio-Control (“Account Management Services”). Account Management Services include, but may not be limited to, informing Customer of new Extensions or System features, identifying needs for supplemental assistance from Professional Services, advocating for Customer needs across various Physio-Control groups, and contract management.

2.2 Solution Center Services. Physio-Control’s Solution Center Specialists provide telephone and web-based Solution Center Services (“Application Support”) at no additional cost to Customers who are active Users. Application Support is defined as help with application navigation or troubleshooting arising from the use of the System, as designed. Application Support excludes supporting Customer procured hardware, OS, and Internet connectivity.

2.2.1 Self Help Application Support is provided through Physio-Control’s Solution Center, which is an integrated delivery of web-based, self-help Educational Resources and an online ticket management system available within the System 24/7/365. Physio-Control provides numerous Educational Resources which should be used before contacting the Solution Center for Application Support. These include user guide(s), training videos, Frequently Asked Questions (FAQs) and important industry links to other websites.

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Revised 06/26/2015
2.2.2 Live Assistance Application Support provided by Solution Center Specialists is available to supplement Self Help Application Support. Physio-Control’s Solution Center is staffed during prime Customer business hours, Monday – Friday, 7AM – 6PM CT, excluding major holidays. During “non-prime” hours, 6PM – 7AM CT Monday – Thursday, and 6PM CT on Friday through 7AM CT the following Monday, and on major holidays, inquiries regarding system availability are supported live by Physio-Control technical staff. Support tickets started outside of prime Solution Center hours will be addressed the next business day.

2.3 Data Center Services.

2.3.1 System Maintenance. Physio-Control will provide software updates, upgrades, and enhancements at the same time as generally available to other licensees. Physio-Control is responsible for deploying upgrades and enhancements for Customer’s use at no additional charge to Customer. Customer may not have access to the System during times of scheduled maintenance. Prior to providing any update, upgrade, or enhancement, Physio-Control shall have used commercially reasonable efforts to test such item to ensure that it functions properly and in conformance with all specifications and warranties.

2.3.2 Backups. Backups of hosted applications and data are performed on a nightly (incremental) and weekly (full) basis. Backups will be scheduled at times so as to provide minimal impact to Customer’s business activity. Physio-Control will maintain at least one full backup copy until after the next backup is performed. Backup will be maintained on a rolling basis and Physio-Control will not be responsible for archiving more than the most recent full backup. Physio-Control will take commercially reasonable steps to maintain data integrity in any backup, but Physio-Control is not responsible for loss of data or data integrity so long as Physio-Control has performed the backup in a commercially reasonable manner.

2.3.3 System Access Level. Physio-Control is not responsible for loss of access to the Data Center for reasons that are beyond Physio-Control’s reasonable control. With the exception for loss of access that is beyond Physio-Control’s reasonable control, Physio-Control shall maintain a level of access to the Data Center (excluding periods of emergency maintenance) of 99.9% Access Availability (“Access Availability”), 24 hours a day, 7 days a week, including holidays. System Access Unavailable (“System Access Unavailable”) is defined as the reported unscheduled inability of all subscribed users of Customer to access the Data Center and verification that the problem is within the Data Center. Total System Access Unavailable minutes are calculated by adding the period of time beginning when the Customer reports System Access Unavailable to Physio-Control’s Solution Center and ending when Physio-Control’s Solution Center corrects the unavailable status and closes the incident with the Customer. If the Customer does not initiate a Solution Center call, Physio-Control will not be obligated to issue a System Access Unavailable Credit (“System Access Unavailable Credit”) for the System Access Unavailability. Physio-Control will compute any System Access Unavailability on a quarterly average basis and apply a System Access Unavailable Credit to the next Customer invoice in the event that the stated Access Availability commitment was not met. This occurs on a pro-rated basis limited to the maximum of the total invoice charges based on the total billing period. System Access Unavailable Credits will not be given for events occurring during any period in which the Customer’s account has an undisputed past due balance or the Customer is otherwise in breach of Agreement. The System Access Unavailable Credit will be calculated according to the following schedule:

<table>
<thead>
<tr>
<th>Access Availability</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.9% - 100%</td>
<td>Covered under Agreement</td>
</tr>
<tr>
<td>99.5% - 99.89%</td>
<td>(1) day credit</td>
</tr>
<tr>
<td>98.5% - 99.49%</td>
<td>(2) days credit</td>
</tr>
<tr>
<td>97.5% - 98.49%</td>
<td>(1) week credit</td>
</tr>
<tr>
<td>96.5% - 97.49%</td>
<td>(2) weeks credit</td>
</tr>
<tr>
<td>0% - 96.49%</td>
<td>(1) month credit</td>
</tr>
</tbody>
</table>

3. PROFESSIONAL SERVICES. Physio-Control shall provide Professional Services on a fee-for-service basis ("Professional Services") to assist the Customer with successful implementation and effective utilization of the System. Any Professional Services performed by Physio-Control, including without limitation to, consulting, mapping, migration, configuration, and implementation services, shall be performed under a statement of work defined in an applicable Professional Services Engagement.

3.1 Business Analyst Services. Physio-Control Business Analysts provide Professional Services on a fee-for-service basis, assisting Customers to operationalize the solution to meet specific organizational objectives ("Business Analyst Services"). Business Analyst Services include, but may not be limited to, Training, Implementation, and Consulting that requires specific knowledge of the Customer’s data set, research goals, and operational objectives. Business Analyst Services may be provided web-based, at Physio-Control offices, or onsite at Customer location.
4. CUSTOMER REQUIREMENTS.

4.1 Internet Connectivity. Customer must provide Internet connectivity to the System web site with sufficient bandwidth to meet Customer's utilization demands. System performance is a function of bandwidth and latency time from client desktop to the System web site. Customer must connect with Physio-Control supported browsers and client software.

4.2 Named User Identification and Authentication. The System requires a unique user name and password for each authorized individual Customer representative ("Named User") to access the System via Physio-Control's Data Center(s). Customer is responsible for administration and management of Named User accounts, including the appropriate technical and administrative safeguards to prevent unauthorized access. Physio-Control shall have no responsibility for unauthorized access to Customer's Data or Confidential Information that results from Customer's failure to prevent unauthorized access.

5. LICENSE AND FEES.

5.1 License. Subject to the terms and conditions of this Agreement, Physio-Control hereby grants to Customer a non-exclusive, non-transferable (except as provided in this Agreement) license to access and use the System.

5.2 Fees.

5.2.1 Activation Fee. Upon acceptance of this Agreement, Customer agrees to pay the non-refundable Activation Fee as set forth in Schedule A.

5.2.2 Activation Date. Customer's Activation Date is 90 days from latest signature date below, or, in the case of renewal, the first day after expiration of previous Term. The Activation Date represents the first day of the Subscription Term. Physio-Control will invoice Customer for Monthly Subscription Fees as set forth in Schedule A during the Subscription Term.

5.2.3 Subscription Fees. Customer agrees to pay Subscription Fees as set forth in this Section and Schedule A.

5.2.3.1 ePCR Fees. Customer's pricing is identified in Schedule A based on Customer projections of run volume ("Estimated Annual Run Volume"). In the event the Customer's actual annual run volume varies from Estimated Annual Run Volume, as identified in Schedule A, by more than +/- 10%, Physio-Control reserves the right to make adjustments to the Subscription Fees, applicable to actual run volume, provided the Customer is given 60 days prior written notice of such adjustment. Subscription Fees include: Data Center Services, Data Collection Services, Application Licensing, System Maintenance, and Upgrades, Application Support, Integration Fees, and optional Extension usage. Should Customer not agree to adjustment, Customer may choose to terminate the Agreement as set forth in Section 6.3.

5.2.3.2 Subscription Fee Invoicing. Following Activation Date, Physio-Control will invoice the Customer as set forth in Schedule A. Customer will be invoiced monthly Subscription Fees 30 days in advance, due and payable by the first of the month during the Term identified in Section 6 and in Schedule A. Shipping costs for any scannable ePCR sheets or accessory items used by Customer remain the responsibility of the Customer and will be included in the monthly Subscription Fee invoice.

5.2.4 Optional Extension Fees. Customer agrees to pay Optional Extension Fees as set forth in Extension Addendum(s) and/or Schedule A. Optional Extension Fees are based on the actual transaction usage for the optional Extensions.

5.2.4.1 Optional Extension Fee Invoicing. Optional Extension Fees will be invoiced monthly for the previous month's actual use at the Unit Price listed in Schedule A or applicable Extension Addendum.

5.2.5 Professional Services Fees. Customer agrees to pay Professional Services Fees as set forth in applicable Professional Services Engagements. Payment terms and conditions are as follows:

5.2.5.1 Professional Services Invoicing. Professional Services will be invoiced monthly for the previous month's actual use at the Unit Price listed in applicable Professional Services Engagements. Professional Services time will be logged and made electronically available to Customer with a minimum activity time of fifteen (15) minutes, rounded up to the nearest fifteen (15) minute increment, for hourly-based Professional Services.

5.2.5.2 Discounts. Customer may receive a discount on Professional Services Fees during implementation and for pre-authorizing activity.
5.2.5.2.1 **Implementation Discount.** Customer will receive an Implementation Discount for Web-based Professional Services during the first six (6) months of Term. Physio-Control will provide Customer an estimate for Professional Services implementation hours in a Professional Services Engagement and will notify Customer if remaining implementation hours are less than twenty percent (20%) of initially estimated amount.

5.2.5.2.2 **Pre-Authorized Discount.** After the first six (6) months of Term, Customer may choose to authorize Physio-Control to provide a certain amount of Web-based Professional Services in an engagement ("Authorized Professional Services") and will receive a discount by authorizing those services in advance ("Pre-Authorized Discount"). Physio-Control will notify Customer if Authorized Professional Services balance is less than twenty percent (20%) of Authorized Professional Services amount. There shall be a minimum of twenty (20) hours of Authorized Web-based Professional Services in a period to qualify for Pre-Authorized Discount.

5.2.5.3 **Cancellations.** Cancellation within 24 hours of scheduled Professional Services appointments will result in a minimum charge of one (1) hour for Web-based Professional Services or two (2) days for Onsite Professional Services plus any non-cancellable expenses.

5.2.5.4 **Travel and Expenses.** Physio-Control shall invoice Customer for such reimbursable expenses, as authorized with receipt of signed Professional Services Engagements. Actual charges will be based upon hours consumed and expenses incurred in engagement. Travel Fees, as set forth on the Professional Services Engagements, include but may not be limited to airfare, lodging, ground transportation, staff per diem, and other related travel expenses.

5.2.6 **Taxes:** Physio-Control is required to collect sales tax from products and services provided to customers in certain states. Physio-Control reserves the right to invoice the Customer those taxes now or at any time in the future, including interest and penalties imposed by any governmental authority which are imposed upon the sale or delivery of items purchased or licensed. Customer is required to complete Exhibit T in order for Physio-Control to correctly identify tax status.

If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale from sales or use tax liability, Customer will obtain and purchase such certificate, document or proceeding.

5.2.7 **Interests and Costs.** Undisputed amounts not paid when due will bear interest at the rate of 1.5% per annum on the unpaid balance each month, or such lesser rate of interest as shall be the maximum amount chargeable with respect to this account under the law in effect in the state of Customer’s location. In the event of non-payment or default by Customer, Customer agrees that all costs of enforcement and collection, including reasonable attorneys’ fees, will be paid by Customer.

6. **TERM AND TERMINATION.**

6.1 **Term Initiation.** This Agreement takes effect on the latest signature date below and continues through the conclusion of the Subscription Term or any subsequent Renewal Subscription Term. The Subscription Term (the “Term”) begins on the System Activation Date and ends at the conclusion of the period set forth in Schedule A or any subsequent Renewal Schedule A’s. Subscription Fees commence on the System Activation Date and continue throughout the Term of this Agreement. Upon acceptance of this Agreement, Physio-Control will provide Customer with an access code to use the Licensed Software via Physio-Control’s Data Center and the Internet.

6.2 **Term Renewal.** This Agreement shall automatically renew upon expiration of the then current Term, at the current System price list for the same Term, unless Customer notifies Physio-Control of its intention of nonrenewal by written notification at least 45 days prior to the end of the then current Term, or unless Physio-Control requires a new Agreement to be executed by the parties. If Physio-Control requires a new Agreement, it will be provided to Customer at least 45 days prior to the end of the then current Term. Customer may decline to enter into a new Agreement in its sole and absolute discretion, and if Customer so declines, then Customer shall not be responsible for Early Termination Fees as set forth in Section 6.4.

6.3 **Termination.** Either party may terminate the Agreement upon the other party’s material breach of this Agreement, if within 30 days of receipt of written notification of breach (10 days in the case of non-payment), the breaching party has failed to cure its breach. Physio-Control may terminate Customer’s access to the System immediately upon Termination of the Agreement. In the event of early Termination due to material breach by Customer, Customer shall be responsible for Early Termination Fee per Section 6.4 of this Agreement. In the event of early Termination due to material breach by Physio-Control, Customer shall not be responsible for Early Termination Fee as set forth in Section 6.4.
Notwithstanding anything in this Section 6 or in this Agreement to the contrary, Customer may terminate this Agreement and Customer obligations hereunder during the Initial Term or any subsequent renewal Term, without cause, for any reason, or for no reason, and in Customer’s sole and absolute discretion by payment to Physio-Control of the Early Termination Fee as set forth in Section 6.4. Physio-Control acknowledges and agrees that payment of such Early Termination Fee shall be Physio-Control’s sole remedy therefor. Customer must notify Physio-Control of its intention for early termination by written notification at least 90 days before the desired Termination date. Early Termination must occur on a monthly anniversary of the then current Term.

Notwithstanding any term or provision in this Agreement to the contrary, except non-payment, Physio-Control will perform, as requested by Customer, one export of Customer’s raw data in agreed upon media format and provide that export to Customer within 90 days of Termination or expiration of this Agreement, at no additional charge.

6.4 Early Termination Fee. Upon early Termination for breach by Customer or for such other early Termination as described in Section 6.3 of this Agreement, Physio-Control reserves the right to charge Customer a pro-rated Early Termination Fee based on the percentage of the current Term utilized. The percentage will be applied to the remaining Subscription Fees for the current Term as selected by Customer on Schedule A. Physio-Control acknowledges and agrees the Early Termination Fee will be Physio-Control’s sole remedy therefor.

<table>
<thead>
<tr>
<th>Example:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Term Length:</td>
<td>36 month</td>
</tr>
<tr>
<td>Desired Early Termination Date:</td>
<td>end of month 30</td>
</tr>
<tr>
<td>Percentage of Term Utilized:</td>
<td>83%</td>
</tr>
<tr>
<td>Pro-Rated Termination Percentage:</td>
<td>17%</td>
</tr>
<tr>
<td>Monthly Subscription Fee:</td>
<td>$ 2,000 (Per Schedule A)</td>
</tr>
<tr>
<td>Remaining Subscription Fees per current Term:</td>
<td>$12,000 (6 months @ $2,000)</td>
</tr>
<tr>
<td>Early Termination Fee:</td>
<td>$ 2,040 (17% of $12,000)</td>
</tr>
</tbody>
</table>

7. PROPRIETARY RIGHTS OF PHYSIO-CONTROL IN THE LICENSED SOFTWARE AND DOCUMENTATION.

7.1 Nature of Rights and Title. Customer acknowledges that the System and Documentation supplied by Physio-Control to Customer are proprietary and shall remain the property of Physio-Control and nothing in this Agreement shall be construed as transferring any aspect of such rights to Customer or any third party. Any changes, additions, and enhancements in the form of new or partial programs or Documentation as may be provided under this Agreement shall remain the proprietary property of Physio-Control. Customer agrees with Physio-Control that the System, Documentation and all other proprietary information or data supplied by Physio-Control are trade secrets of Physio-Control, are protected by civil and criminal law, and by the law of copyright, are very valuable to Physio-Control, and that their use and disclosure must be carefully and continuously controlled. Customer further understands that operator manuals, training aids, and other written materials regarding the System are subject to the Copyright Act of the United States. Customer shall keep each and every item to which Physio-Control retains title free and clear of all claims, liens and encumbrances except those of Physio-Control and any act of Customer, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item shall be void.

7.2 Unauthorized Acts. Customer agrees to notify Physio-Control promptly of the unauthorized possession, use, or knowledge of any item supplied under this license and of any other proprietary information made available to Customer under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use or knowledge. Customer will promptly furnish full details of such possession, use or knowledge to Physio-Control, will assist in preventing the continuation or recurrence of such possession, use or knowledge, and will cooperate with Physio-Control in any litigation against third parties deemed necessary by Physio-Control to protect its proprietary rights. Customer’s compliance with this subparagraph shall not be construed in any way as a waiver of Physio-Control’s right, if any, to recover damages or obtain other relief against Customer for its negligent or intentional harm to Physio-Control’s proprietary rights, or for breach of contractual rights.

7.3 Remedies. If Customer attempts to use, copy, license, sub-license, or otherwise transfer the Licensed Software or access to the System supplied by Physio-Control under this Agreement, in a manner contrary to the terms of this Agreement or in competition with Physio-Control or in derogation of Physio-Control’s proprietary rights, whether these rights are explicitly stated, determined by law, or otherwise, Physio-Control shall have the right to injunctive relief enjoining such action, in addition to any other remedies available. Customer acknowledges that other remedies are inadequate.

7.4 Infringement Indemnification. Physio-Control shall indemnify, defend and hold harmless Customer from and against any and all loss, cost, damage or liability, including reasonable attorneys’ fees and expenses, arising out of or relating to any claim or cause of action for patent, copyright, and/or other intellectual property infringement (‘Infringement Claim”) asserted against Customer by virtue of the
8. CONFIDENTIALITY AND DATA USE.

8.1 Confidential Information. The parties agree that any Confidential Information provided under this Agreement shall be held and maintained in strict confidence. Each party agrees to protect the Confidential Information of the other party in a manner consistent with the protections used to protect its own Confidential Information, including, without limitation, informing its employees of its obligations under this Agreement and taking such steps as are reasonable in the circumstances, or as reasonably requested by the other party, to prevent any unauthorized disclosure, copying or use of Confidential Information. Confidential Information means any proprietary material that the disclosing party designates as confidential ("Confidential Information"). Confidential Information shall also include, without limitation, all information in any form which relates to the business, expertise and/or operations of the disclosing party, including without limitation, information in any form generally understood to be trade secret, proprietary or confidential and/or that is related to products and services, commercial and financial information, system functionality charts and descriptions, program code logic, trade secret information, and information about health care providers, customers and/or business partners. Confidential Information shall also include Protected Health Information as defined in HIPAA and its rules and regulations promulgated here under. Physio-Control will not use Confidential Information except as expressly provided in this Agreement. Confidential Information does not include information that (i) is already known to the receiving party at the time it is disclosed and has not been obtained wrongfully, (ii) becomes publicly known without the fault of the receiving party, (iii) is independently developed by the receiving party, (iv) is approved for release in writing by the disclosing party, (v) is disclosed without restriction by the disclosing party to a third party, or (vi) is disclosed pursuant to applicable statutory or other legal or accreditation obligation beyond the control of the receiving party.

8.2 Unauthorized Disclosure. The recipient of any Confidential Information shall, upon discovery of any unauthorized use or disclosure of such Confidential Information, or any other breach of these confidentiality obligations by the recipient, fully cooperate with the disclosing party to assist the disclosing party to regain possession of the Confidential Information and prevent the further unauthorized use or disclosure of the Confidential Information.

8.3 Remedies. The parties acknowledge and agree that in the event of a breach of this Section 8 the non-breaching party will suffer irreparable injuries not compensable by money damages alone and therefore the non-breaching party will not have an adequate remedy at law. The non-breaching party shall be entitled to seek injunctive relief without the necessity of posting any bond or undertaking to prevent any further breach. Such remedy shall be in addition to any other remedy the non-breaching party may have.

8.4 Data Use. Physio-Control recognizes the importance in identifying issues and improvements surrounding the functionality, integration, performance, and reliability of the System. Customer agrees that Physio-Control may collect, maintain, and use technical information related to the System, including but not limited to, its usage, functionality, integration, performance, and reliability. Physio-Control may use this information to improve its products or to provide customized services or technologies.

Customer retains all ownership rights to System data it generates through use of the System during the Term, except that Customer grants Physio-Control a perpetual, royalty-free license to compile, sell, analyze, use, and distribute de-identified aggregated data to the extent necessary to fulfill Physio-Control's obligations under any agreement or for any other lawful purpose. Physio-Control represents and warrants that it will only employ methods to de-identify the data that do not involve actual disclosure of Protected Health Information to Physio-Control.

9. LIMITED WARRANTY.

For the duration of this Agreement (the "Warranty Period"), Physio-Control will checkout, document, and deliver any amendments or alterations to the Licensed Software or other System components that may be required to correct errors which significantly affect performance. This warranty is contingent upon Customer advising Physio-Control in writing of such errors. Physio-Control shall not be responsible for maintaining Customer-modified portions of the Licensed Software or other System components. Corrections for difficulties or defects traceable to Customer errors or System changes made by Customer will be billed at standard Physio-Control's time and materials rates.

Physio-Control - Confidential
Revised 06/26/2015
THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS THE ONLY WARRANTY MADE BY PHYSIO-
CONTROL. PHYSIO-CONTROL EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL
OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY,
FITNESS FOR A PARTICULAR PURPOSE. PHYSIO-CONTROL DOES NOT WARRANT THAT THE LICENSED
SOFTWARE OR SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE
LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT, EXCEPT AS REQUIRED HEREIN
TO ADDRESS ERRORS THAT SIGNIFICANTLY AFFECT PERFORMANCE, ERRORS IN THE LICENSED SOFTWARE
OR SYSTEM WILL BE CORRECTED. PHYSIO-CONTROL'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES
OR OBLIGATIONS OF PHYSIO-CONTROL FOR THE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE
INSTALLATION, USE OR PERFORMANCE OF THE LICENSED SOFTWARE OR SYSTEM.

10. LIMITATION OF LIABILITY.

A PARTY'S LIABILITY FOR ANY ACTIONS, CLAIMS OR DAMAGES ARISING OUT OF OR RESULTING FROM THIS
AGREEMENT OR THE SYSTEM IS LIMITED TO THE AMOUNTS PAID BY CUSTOMER IN THE 12-MONTH PERIOD
PRECEDING THE DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL OR
CONSEQUENTIAL DAMAGES. NOTWITHSTANDING THE FOREGOING, AND NOTWITHSTANDING ANY OTHER
PROVISION OF THIS AGREEMENT TO THE CONTRARY, NO LIMITATION OF LIABILITY OR LIMITATION OF
WARRANTY OR DISCLAIMER SHALL BE APPLICABLE TO PHYSIO-CONTROL'S BREACH OF ITS OBLIGATIONS
UNDER SECTION 7.4 INFRINGEMENT INDEMNIFICATION, OR TO A PARTY'S BREACH OF ITS OBLIGATIONS
UNDER SECTION 8 AND/OR SECTION 11, IT BEING THE INTENT OF THE RESPECTIVE PARTIES THAT THE
BREACHING PARTY REMAIN FULLY LIABLE THEREFORE.

11. HIPAA.

The parties understand, acknowledge, and agree that the System provides access to Protected Health
Information ("PHI") pursuant to and in compliance with the Health Insurance Portability and Accountability
Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated thereunder, the HIPAA Privacy
Regulations, including, but not limited to, 45 C.F.R. Parts 160 and 164, Subpart A and Subpart E (hereinafter
the "Privacy Rule"), and HIPAA Security Regulations, including but not limited to, 45 C.F.R. Parts 160 and
164, Subpart A and Subpart C (hereinafter the "Security Rule"), the Health Information Technology for
Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009
(the "HITECH Act"), and its implementing regulations and guidance issued by the Secretary of the
Department of Health and Human Services (the "Secretary"), and all other applicable state and federal laws,
as well as amended from time to time, including as amended by the Final Rule of 2013, titled "Modifications to the
HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the HITECH and the Genetic
Information Non-Discrimination Act ("GINA") ("Omnibus Rule").

At the time of execution of this Agreement the parties shall execute a Business Associate Agreement ("BAA")
and shall take reasonable and necessary steps to maintain the BAA in effect throughout the Agreement. By
this Agreement, Customer authorizes Physio-Control, as Customer's Business Associate and limited agent, to
send, accept, and receive Protected Health Information on its behalf for the business purposes as outlined in
this Agreement.

The parties shall not use or disclose such PHI except as permitted by this Agreement and the mutually
executed BAA.

12. GENERAL.

12.1 Assignment. This Agreement is not assignable without the prior written consent of Physio-Control which
shall not be unreasonably withheld. Any attempt by Customer to assign any of the rights, duties or
obligations of this Agreement without such consent is void. After and upon approved assignment, this
Agreement shall bind and inure to the benefit of the parties and their respective successors, assignees,
transferees, and legal representatives.

12.2 Amendment. This Agreement can only be modified by a written agreement duly signed by persons
authorized to sign agreements on behalf of Customer and of Physio-Control, and variance from the terms
and conditions of this Agreement in any order or other written notification from the Customer will be of
no effect.

12.3 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or
unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be
affected or impaired thereby.

12.4 Governing Law and Venue. This Agreement will be governed by the laws of the State of Minnesota and
any action must be brought in the United States District Court for the District of Minnesota, Fifth Division,
or the State of Minnesota District Court in St. Louis County, Minnesota.

12.5 Schedules. All schedules are attached hereto and incorporated by reference herein.
12.6 Entire Agreement. Customer acknowledges that its undersigned representative has read this Agreement, understands it, and agrees on behalf of Customer to be bound by its terms and conditions. Further, Customer agrees that this Agreement constitutes the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

12.7 Conflicting Terms. Unless otherwise mutually agreed in writing, in the event that any terms and/or conditions in this Agreement conflict or are inconsistent with any terms and/or conditions in any attached and incorporated agreement, including but not limited to amendments, addendums, exhibits and SOW’s, then the terms and conditions of this Agreement shall control.

12.8 Notices. All notices, demands, requests, and other communications made or required pursuant to the terms of this Agreement shall be in writing and shall be (1) personally delivered, sent by nationally recognized courier service, or sent by certified mail, return receipt requested, and shall be deemed to have been received upon the earlier of actual receipt or five (5) business days after deposit with the nationally recognized courier service or deposit in the mail; (2) sent by facsimile and deemed to have been received on the date of the facsimile confirmation; (3) sent by electronic means and shall be deemed to have been received upon return of a read receipt.

Unless another address for a party has been specified by providing notice as set forth herein, such notices, demands, requests and other communications permitted or allowed under this Agreement must be sent to Customer at the address set forth on Schedule A of this Agreement and to Physio-Control at:

Physio-Control Data Solutions
11 E. Superior Street, Suite 310
Duluth, MN 55802
Attn: Legal

This Agreement is executed by:

____________________________
CUSTOMER

BY:

____________________________
Name (Print)

____________________________
Signature

____________________________
Date

____________________________
Title

____________________________
Address 1

____________________________
Address 2

____________________________
City

____________________________
State

____________________________
Zip

____________________________
Physio-Control

BY:

____________________________
Name (Print)

____________________________
Signature

____________________________
Date

____________________________
Title

11 East Superior Street
Suite 310
Duluth, MN 55802
Business Associate Agreement

Pursuant to and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated there under, the HIPAA Privacy Regulations, including, but not limited to, 45 C.F.R. Parts 160 and 164, Subpart A and Subpart E (hereinafter the "Privacy Rule"), and HIPAA Security Regulations, including but not limited to, 45 C.F.R. Parts 160 and 164, Subpart A and Subpart C (hereinafter the "Security Rule"), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary"), and all other applicable state and federal laws, as all amended from time to time, including as amended by the Final Rule of 2013, titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the HITECH and the Genetic Information Non-Discrimination Act ("GINA") ("Omnibus Rule"), all business associates of entities such as Customer must agree in writing to certain mandatory provisions regarding the use and disclosure of certain Individually Identifiable Health Information.

Physio-Control and Customer agree that this Agreement replaces in its entirety any previous Business Associate Agreement between the parties and/or Section 12 of any Subscription Agreement executed on or before September 23, 2013. In order to satisfy the above applicable requirements, the Parties agree as follows effective as of the Compliance Date(s):

A. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, Security Rule, the HITECH Act, and the Omnibus Rule:

a. Administrative Safeguards. "Administrative Safeguards" shall mean administrative actions, policies, and procedures to manage the selection, development, implementation, and maintenance of security measures to protect Electronic PHI and to manage the conduct of the workforce in relation to the protection of that information.

b. Breach. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of unsecured PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to obtain such information.

c. Business Associate. "Business Associate" shall mean Physio-Control.

d. Covered Entity. "Covered Entity" shall mean the Customer.

e. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for Physio-Control or Customer that is: (i) the medical records and billing records about individuals maintained by Physio-Control or Customer; (ii) the enrollment, payment, claims adjudication, and case or medical
management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Customer to make decisions about individuals. As used herein, the term "Record" means any item, collection, or grouping of information that includes PHI and is created, received, maintained, or transmitted by or for Physio-Control or Customer.

f. Electronic Health Record. "Electronic Health Record" shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

g. Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

h. HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, and any amendments thereto.

i. HITECH. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009, and any amendments, regulations, rules, and guidance issued thereto and the relevant dates for compliance, including amendments to HIPAA as applicable.

j. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

k. Individually Identifiable Health Information. "Individually Identifiable Health Information" shall mean information that is a subset of health information, including demographic information collected from an individual, and

(i) is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and

(ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; and (i) identifies the individual, or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

l. Omnibus Rule. "Omnibus Rule" shall mean the Final Rule of 2013, titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under HITECH and the Genetic Information Non-discrimination Act ("GINA").

m. "Physical Safeguards" shall mean physical measures, policies, and procedures to protect electronic information systems and related facilities and equipment from natural and environmental hazards and unauthorized intrusion.
n. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

o. Protected Health Information. "Protected Health Information" or "PHI" shall mean Individually Identifiable Health Information that is (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium. "PHI" shall not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g, or records described in 20 U.S.C. § 1232g(a)(4)(B)(iv). "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Physio-Control from or on behalf of Customer.

p. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

q. Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his/her designee.

r. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.


t. Technical Safeguards. "Technical Safeguards" shall mean the technology, and the policy and procedures for its use that protects Electronic PHI and controls access to it.


v. Unsecured PHI. "Unsecured PHI" shall mean PHI not secured through the use of a technology or methodology specified in guidance by the Secretary that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals.

B. Compliance with Applicable Law. Physio-Control acknowledges and agrees that in the course of performance of Physio-Control's obligations under this Agreement, Physio-Control might be given or obtain access to information which contains Protected Health Information. Beginning with the relevant effective dates, Physio-Control shall comply with its obligations under this Agreement and with all obligations of a business associate under HIPAA, HITECH, the Omnibus Rule, and other related laws and any implementing regulations, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.

C. Uses and Disclosures of PHI. Physio-Control will not, and shall ensure that its directors, officers, employees, and agents do not, use or further disclose PHI received from Customer other than as permitted or required by this Agreement or as required by law. All uses and disclosures of and requests by Physio-Control for PHI are subject to
the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

Customer will provide Physio-Control with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Physio-Control’s permitted or required uses or disclosures.

Customer will notify Physio-Control of any restrictions to the use or disclosure of PHI that Customer has agreed to in accordance with 45 C.F.R. § 164.522, to the extent such restrictions affect Physio-Control permitted or required uses or disclosures.

D. Required Safeguards To Protect PHI. Physio-Control will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Physio-Control agrees to use appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of any electronic PHI in accordance with the Privacy Rule, the Security Rule, and in accordance with Section 13401(a) of HITECH and any implementing Regulations.

Physio-Control will maintain liability coverage indemnifying Physio-Control against losses or damages arising out of its treatment of PHI in performing this Agreement, with per occurrence limits not less than $2,000,000.

E. Ownership of PHI. Under no circumstances shall Physio-Control be deemed in any respect to be the owner of any PHI used or disclosed by or to Physio-Control pursuant to the terms of the Agreement. Physio-Control acknowledges that all rights, title, and interest in and to any PHI furnished to Physio-Control rests solely and exclusively with the Customer or the Individual to whom such PHI relates.

F. Reporting of Improper Use and Disclosures of PHI. Physio-Control will report to Customer, as soon as reasonably practical, any use or disclosure of PHI not provided for by this Agreement of which Physio-Control becomes aware.

G. Reporting of Breaches of Unsecured PHI. Physio-Control shall report to Customer, as soon as reasonably practical, a breach of Unsecured PHI, of which it reasonably becomes aware, in accordance with Section 13402(b) of HITECH.

H. Agreements by Third Parties. Physio-Control will ensure that any agent, including a subcontractor, to whom Physio-Control provides electronic PHI created by, received from, maintained for or transmitted by Physio-Control on behalf of Customer agrees to the same business associate restrictions, terms, conditions, and requirements that apply to Physio-Control with respect to such information, including without limitation compliance with Section D hereof.
I. Access to Protected Health Information. Physio-Control will, at the request of Customer, make available PHI maintained by Physio-Control in a Designated Record Set to Customer in order for Customer to meet the requirements under 45 C.F.R. § 164.524. In the event any Individual delivers directly to Physio-Control a request for access to PHI, Physio-Control will forward such request to Customer in order for Customer to respond to such Individual.

J. Availability of PHI for Amendment. Physio-Control will, at the request of Customer, make available for amendment, and allow Customer to incorporate any amendment(s) in, any Protected Health Information in a Designated Record Set maintained by Physio-Control, which the Customer directs or agrees to pursuant to 45 C.F.R. § 164.526. In the event any Individual delivers directly to Physio-Control a request to amend PHI, Physio-Control will forward such request to Customer, in order for Customer to respond to such Individual.

K. Documentation of Disclosures. Physio-Control agrees to document disclosures of PHI and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. At a minimum, Physio-Control shall provide Customer with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

L. Accounting of Disclosures. Within ten (10) days of notice by Customer to Physio-Control that it has received a request for an accounting of disclosures of PHI regarding an Individual during the six (6) years prior to the date on which the accounting was requested, Physio-Control shall make available to Customer information collected in accordance with Section K of this Agreement, to permit Customer to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an Electronic Health Record maintained or hosted by Physio-Control on behalf of Customer, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment, and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event an Individual directly requests an accounting of disclosures, Physio-Control shall forward such request to Customer in order for Customer to respond to such Individual. Physio-Control hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

M. Compliance with HIPAA Transaction Standards. Physio-Control agrees to comply with all applicable HIPAA standards and requirements, including without limitation, those specified in C.F.R. § 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ( "Covered Transactions").
N. Availability of Books and Records. Physio-Control agrees to make Physio-Control's internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Physio-Control on behalf of, Customer available to the Secretary for purposes of determining Customer's compliance with the Privacy Rule, Security Rule and the HITECH Act.

O. Effect of Termination of Agreement. Upon termination of this Agreement for any reason, if feasible, Physio-Control will return or destroy all Protected Health Information created by, received from or maintained by Physio-Control on behalf of Customer. In the event that Physio-Control determines that returning or destroying the Protected Health Information is infeasible, Physio-Control will extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Physio-Control maintains such Protected Health Information.

P. Red Flag Rules. So long as Physio-Control retains any confidential or non-public Individually Identifiable Information, Physio-Control will develop, maintain, and implement policies and procedures designed to ensure the privacy, confidentiality, and security of such information, and to prevent, detect, and mitigate against the reasonably foreseeable risks of personal and medical identity theft in compliance with the requirements of law, including, without limitation, the Identity Theft, Red Flags and Address Discrepancies under the Fair and Accurate Credit Transaction Act of 2003 ("Red Flag Rules"). Physio-Control will cooperate with Customer in evaluating, investigating, and responding to Red Flags or any possible data breach or Identity Theft activity. Notwithstanding anything to the contrary in this Agreement or any other document, this provision shall survive the expiration or sooner termination of this Agreement, and shall inure to the benefit of Customer and its affiliates and agents.

Q. Changes in the Law. Physio-Control may amend this Agreement as appropriate, to conform to any new or revised legislation, rules and regulations to which Physio-Control is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards, or Transaction Standards.

Customer: ____________________________

Customer Authorized Representative

Physio-Control

Physio-Control Authorized Representative

Physio-Control 3/1/15
Attn: Osceola County EMS - Jeremy Beebe  
(231) 832-6152 /  

Bill To: Osceola County EMS  
306 N. Patterson Rd  
Reed City, MI 49677  

From: Mike Sperry  
Data - Territory Manager - OH, MI, PA  
msperry@zoll.com

ZOLL Data Systems, Inc.  
11802 Ridge Parkway, Suite 400  
Broomfield, Colorado 80021  
(303) 801-0000 Main  
(800) 474-4489  
(303) 801-1063 Fax  
Federal ID#: 65-0461124

Ship To: Osceola County EMS  
306 N. Patterson Rd  
Reed City, MI 49677  

QUOTATION: 00018190  
Date: October 14, 2016  
FOB: Shipping Point  
Expires: November 30, 2016

### ePCR

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<td>Hosted RescueNet ePCR Premium (Per PCR/Month) Includes: TabletPCR app, WebPCR app, iOS PCR app, Security, Reporting, NEMSIS Extract, 3 OTS Extracts, Fax Service, BatchPDF Extract, 3rd Party Monitor SDK, 3rd Party CAD Base Framework, HL7 Interface.</td>
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</tr>
</tbody>
</table>

ANNUAL FEES: $12,600.00  
MONTHLY FEES: $1,050.00  
PROFESSIONAL SERVICES: $23,300.00  
ONE TIME CHARGES: $7,500.00
TO: Osceola County EMS - Quote No: 00018190 Continued

1. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT TIME OF INVOICING.
2. ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
3. DELIVERY OF ADDITIONAL SOFTWARE LICENSES IS TYPICALLY MADE WITHIN 48 HOURS FOLLOWING THE RECEIPT OF A SIGNED ORDER FORM. DELIVERY OF ROAD SAFETY ADD ON COMPONENTS ARE TYPICALLY MADE THE FRIDAY FOLLOWING THE RECEIPT OF THE ORDER.
4. FURTHER TERMS & CONDITIONS APPLY AND ARE DEFINED IN THE ZOLL MASTER SOFTWARE LICENSE AGREEMENT (MSLA), APPLICATION SERVICE PROVIDER AGREEMENT (ASPA) OR HARDWARE ORDER AGREEMENT.
OSCEOLA COUNTY
BOARDS AND COMMISSIONS APPOINTMENT APPLICATION

Please Print Clearly:

Name: Peggy A. Graham
Address: 421 W. Osceola
City: Reed City
Zip Code: 49677

Township: City of Reed City
Contact Phone Number(s): 231-350-0022

Circle One:
Home  Work  Cell

Home  Work  Cell

Occupation: Retired
Place of Employment: FSU \ Mecosta Cnty.

Education:

High School: White Cloud
Years Completed: 4

College: FSU
Degree:

Community Involvement: Church, Election Board, Relay for Life, Fundraiser for Wheatlake Ctr.

Check the Boards and/or Commissions desiring to serve on:

☐ Area Agency on Aging  ☐ Land Bank Authority
☐ Building Authority  ☐ Meccola Central Dispatch Board of Authority
☒ Building Board of Appeals  ☐ Mecosta Osceola Transit Authority
☐ Brownfield Redevelopment Authority  ☐ Parks Commission
☐ Commission on Aging Advisory Council  ☐ Planning Commission
☐ Community Mental Health of Central MI  ☐ West MI Regional Planning Commission
☐ Department of Health and Human Services  ☐ Other: 


(Additional information i.e. Resume, may be attached if desired)

Signature: Peggy A. Graham
Date: 10/10/16

Submit Application To:
Osceola County Coordinator's Office, 301 West Upton Avenue, Reed City, MI 49677.

Form will be kept on file with the County Board of Commissioners for a period of one (1) year.

FOR OFFICE USE ONLY

Date Received ___________________________  Updated 5-12-15
FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

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

I. Personal Information:
1. Name(s) of Applicant: BOYD last SCOT first B initial
   (If more than two see #15)
   BOYD last NICOLE first B initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☑ Married ☐ Single

2. Mailing Address: 1916 100TH STREET EVART MI 49631

3. Telephone Number: (Area Code) (231) 734-8135

4. Alternative Telephone Number (cell, work, etc.): (Area Code) ( )

5. E-mail address: BOYDFARMS@OUTLOOK.COM

II. Property Location (Can be taken from the Deed/Land Contract)
6. County: OSCODA
7. Township, City or Village: EVART

8. Section No. 22 Town No. N Range No. W

III. Legal Information:
9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)
10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.
11. Is there a tax lien against the land described above? ☐ Yes ☐ No

   If "Yes", please explain circumstances:

12. Does the applicant own the mineral rights? ☐ Yes ☐ No
   If owned by the applicant, are the mineral rights leased? ☐ Yes ☐ No
   Indicate who owns or is leasing rights if other than the 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 agricultural purposes? ☐ Yes ☐ No
   If "Yes", indicate to whom, for what purpose and the number of acres involved:

14. Is land being purchased under land contract ☐ Yes ☐ No: If "Yes", indicate vendor (sellers):
   Name:
   Address:
   Street
   City
   State
   Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

   Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

   Date ____________________________ Signature of Land Contract Vendor(s) (Seller) ____________________________

rev. 12/2015
15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following - please leave blank):

- 2 or more persons having a joint or common interest in the land
- Corporation
- Limited Liability Company
- Estate
- Trust
- Partnership
- Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: ___________________________________________ Title: ________________________________

Name: ___________________________________________ Title: ________________________________

Name: ___________________________________________ Title: ________________________________

Name: ___________________________________________ Title: ________________________________

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

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)
This application is for:

XX a. 40 acres or more → complete only Section 16 (a thru g);

   b. 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.

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

   □ Livestock

   □ Cash Crops

   □ Other:

b. Total number of acres on this farm: 40

c. Total number of acres being applied for (if different than above): 40

d. Acreage in cultivation: 0

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 30

f. All other acres (swamp, woods, etc.): 10

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

No. of Buildings:

□ Residence: 1
□ Barn: 6
□ Tool Shed: 1
□ 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 produce a minimum average gross annual income of $200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

$________________________ : ____________________ = $________________________ (per acre)

total income

total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of $2,000.00 or more. 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: $_________

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.
Application for Farmland Agreement

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

V. Signature(s):
20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

Scot B Boyd
(Signature of Applicant)

Nicole B Boyd
(Co-owner if Applicable)

October 1, 2016
(Date)

(Corporate Name, If Applicable)

(Signature of Corporate Officer)

(Title)

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 SECTIONS I & II

I. Date Application Received: ________________ (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction:

☐ County ☐ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected Date of approval or rejection: ________________

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk’s Signature: ____________________________

Property Appraisal: ________ is the current fair market value of the real property in this application.

II. Please verify the following:

☐ Upon filing an application, clerk issues receipt to the landowner indicating date received.

☐ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

☐ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

☐ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

*Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.

Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):

COPY SENT TO:

☐ County or Regional Planning Commission
☐ Conservation District
☐ Township (if county has zoning authority)
☐ City (if land is within 3 miles of city boundary)
☐ Village (if land is within 1 mile of village boundary)

Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:

☐ Copy of Deed or Land Contract (most recent showing current ownership)
☐ Copy of most recent Tax Bill (must include tax description of property)
☐ Map of Farm
☐ Copy of most recent appraisal record
☐ Copy of letters from review agencies (if available)
☐ Any other applicable documents

Questions? Please call Farmland Preservation at (517) 284-5663
KNOW ALL MEN BY THESE PRESENTS:

That SCOT B. BOYD, a married man, Personal Representative of the Estate of Buel Alexander Boyd, whose Letters of Authority are attached hereto for recording, whose address is 1902 100th Avenue, Evart, Michigan 49631,

Conveys to: SCOT B. BOYD and NICOLE BOYD, husband and wife, as tenants by the entirety, whose address is 1902 100th Avenue, Evart, Michigan 49631,

the following described premises situated in the Township of Evart, County of Osceola and State of Michigan, to-wit:

The Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 28, Township 17 North, Range 8 West, Evart Township, Osceola County, Michigan,

for the full consideration of One ($1.00) Dollar.

TAX EXEMPT: MCL 207.505(a) and MCL 207.526(a)

➢ Subject to easements, restrictions and reservations of record.
➢ The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.
➢ 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.

Dated this 3rd day of July, 2001
WITNESSES: 

SIGNED AND SEALED:

[Signature]
Map of Farm with Structures and Natural Features:

A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County: Osceola
Township: Evans
T. N. R. W. Section: 28

↑ North
**MESSAGE TO TAXPAYER**

PAYABLE TO OSCEOLA COUNTY TREASURER
MONDAY-FRIDAY 8:30AM-5PM CLOSED HOLIDAYS
(231) 832-6107

BEGINNING SEPTEMBER 15TH, ADD 1% INTEREST PER MONTH
POSTMARK NOT ACCEPTED

PARTIAL PAYMENTS ACCEPTED (MINIMUM $25.00)

IF YOU WOULD LIKE A RECEIPT,
PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE.

**PROPERTY INFORMATION**

Properly Assessed To:
BOYD SCOT B & NICOLE B

Prop #: 67 03 028 004 00
Prop Addr: 1902 100TH AVE

Legal Description:
(Not Responsible If Paid on Wrong Description)
EVART PUBLIC SCHOOLS
SEC 28 T17N R18W NW 1/4 OF NW 1/4 40A M/L

Pay SUMMER Taxes Online
www.accessmygov.com/?UID=2046

Refer to back of bill for important Information.
**Notice of Assessment, Taxable Valuation, and Property Classification**

**FROM:**
VICKI CUSHMAN, ASSESSOR
EVART TOWNSHIP
7523 2 MILE RD
EVART, MI 49631
231-734-6620

**TO:**

**THIS IS NOT A TAX BILL**

**PARCEL IDENTIFICATION**

<table>
<thead>
<tr>
<th>PARCEL CODE NUMBER:</th>
<th>03 028 004 00</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPERTY ADDRESS:</td>
<td>1902 100TH AVE</td>
</tr>
</tbody>
</table>

**PRINCIPAL RESIDENCE EXEMPTION**

- % Exempt As "Homeowners Principal Residence": 100.00%
- % Exempt As "Qualified Agricultural Property": .00%
- % Exempt As "MBT Industrial Personal": 00%
- % Exempt As "MBT Commercial Personal": 00%
- Exempt As "Qualified Forest Property": No
- Exempt As "Development Property": No

**ACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS:**

101 (101 AGRICULTURAL IMPROVED)

**101**

**PRIOR YEAR’S CLASSIFICATION:**

The 2016 Inflation rate Multiplier is: 1.033

<table>
<thead>
<tr>
<th>PRIOR AMOUNT</th>
<th>CURRENT AMOUNT</th>
<th>CHANGE FROM PRIOR YEAR TO CURRENT YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>YEAR: 2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TAXABLE VALUE</td>
<td>124,358</td>
<td></td>
</tr>
<tr>
<td>ASSESSED VALUE</td>
<td>134,500</td>
<td></td>
</tr>
<tr>
<td>TENTATIVE EQUALIZATION FACTOR:</td>
<td>1.000</td>
<td></td>
</tr>
<tr>
<td>STATE EQUALIZED VALUE</td>
<td>134,500</td>
<td></td>
</tr>
</tbody>
</table>

**LEGAL DESCRIPTION:**

EV-844 SEC 28 T117N RBW NW 1/4 OF NW 1/4 40A M/L

---

**March Board of Review Appeal Information:**

The Taxable Value, Assessed Value, State Equalized Value, Property Classification, or Transfer of Ownership may be appealed by filing a protest with the Local Board of Review. Protest is made to the Board of Review by completing a Board of Review Petition Form. A Petition Form may be obtained directly from the local unit or from the State Tax Commission at www.michigan.gov/treasury. Click on Forms (at top of page), then click on Property Tax, then click on Board of Review to obtain form L-4035. A non-resident may protest to the Board of Review by letter. Letter appeals are to be accompanied by a completed Board of Review petition form L-4035.

No less than 14 days before the meeting of the Board of Review, the assessment notice shall be mailed to the property owner.

**March Board of Review Meeting Information:**

THE MARCH BOARD OF REVIEW WILL MEET AT THE EVART TOWNSHIP HALL, 327 S MAIN ST ON

MONDAY, MARCH 14, 2016, FROM 3PM - 9PM, AND TUESDAY, MARCH 15, 2016, FROM 9AM - 3PM.

YOUR ASSESSMENT CHANGED FOR THE FOLLOWING REASONS:

- MARKET ADJUSTMENT

Property taxes are calculated on the Taxable Value (see line 1 above). The Taxable Value number entered in the “Change from Prior Year to Current Year” column does not indicate a change in your taxes. This number indicates the change in Taxable Value.

**HOMEOWNER’S PRINCIPAL RESIDENCE AFFIDAVIT INFORMATION REQUIRED BY P.A. 114 OF 2012:** If you purchased your principal residence after May 1 last year, to claim the principal residence exemption, if you have not already done so, you are required to file an affidavit by June 1 for the immediately succeeding summer tax year levy and all subsequent tax levies or by November 1 for the immediately succeeding winter tax levy and all subsequent tax levies.

The denial of an exemption from the local school operating tax for “qualified agricultural properties” may be appealed to the local Board of Review. The denial of an exemption from the local school operating tax for a “homeowner’s principal residence” may be appealed to the Michigan Tax Tribunal by filing of a petition within 35 days of issuance of this notice. The petition must be a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib.
Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

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

I. Personal Information:
   1. Name(s) of Applicant: BOYD SCOTT B

      Last               First               Initial

      (If more than two see #15)  BOYD NICOLE B

      Last               First               Initial

   Marital status of all individual men listed on application, if more than one, indicate status after each name:
   □ Married  □ Single

   2. Mailing Address: 1916 100TH
                        Street  EVART M 49031

                        City  State  Zip Code

   3. Telephone Number: (Area Code) ( ) 231-334-6135

   4. Alternative Telephone Number (cell, work, etc.): (Area Code) ( )

   5. E-mail address: BOYDFARMS@OUTLOOK.COM

II. Property Location (Can be taken from the Deed/Land Contract)
   6. County: OSCEOLA
   7. Township, City or Village: EVART

   8. Section No. 23

   Town No. □ N  Range No. □ W

III. Legal Information:
   9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)
   10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.
   11. Is there a tax lien against the land described above? □ Yes □ No

      If "Yes", please explain circumstances:

   12. Does the applicant own the mineral rights? □ Yes □ No

      If owned by the applicant, are the mineral rights leased? □ Yes □ No

      Indicate who owns or is leasing rights if other than the 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 agricultural purposes? □ Yes □ No

      If "Yes", indicate to whom, for what purpose and the number of acres involved:

   14. Is land being purchased under land contract □ Yes □ No: If "Yes", indicate vendor (sellers):

      Name: ________________________________

      Address: ________________________________

      Street  City  State  Zip Code

   14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

      Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

   Date ________________________________

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

rev. 12/2015
15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

- 2 or more persons having a joint or common interest in the land
- Corporation
- Limited Liability Company
- Estate
- Trust
- Partnership
- Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: __________________________ Title: __________________________

Name: __________________________ Title: __________________________

Name: __________________________ Title: __________________________

Name: __________________________ Title: __________________________

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

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

XX a. 40 acres or more ➤ complete only Section 16 (a thru g);

b. 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.

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

Livestock, Cropping

b. Total number of acres on this farm: 120

c. Total number of acres being applied for (if different than above): 120

d. Acreage in cultivation: 75

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 10

f. All other acres (swamp, woods, etc.): 35

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

No. of Buildings 3 Residence: 1 Barn: 2 Tool Shed: 1

Silo: 8 Grain Storage Facility: 1 Grain Drying Facility: 3

Poultry House: 1 Milking Parlor: 1 Milk House: 1

Other: (Indicate)

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of $200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

$________________________ : $________________________ = $________________________ (per acre)

total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of $2,000.00 or more. 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: $________

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.
Application for Farmland Agreement

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

V. Signature(s):
20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

[Signatures]

October 1, 2016

(Date)

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 SECTIONS I & II

I. Date Application Received: ___________________________(Note: Local Governing Body has 45 days to take action)
Action by Local Governing Body: Jurisdiction: ____________________________

☐ County ☐ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected
Date of approval or rejection: ____________________________
(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk’s Signature: ____________________________

Property Appraisal: $______________ is the current fair market value of the real property in this application.

II. Please verify the following:

☐ Upon filing an application, clerk issues receipt to the landowner indicating date received.

☐ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

☐ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

☐ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

*Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.

Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):

COPY SENT TO:

☐ County or Regional Planning Commission
☐ Conservation District
☐ Township (if county has zoning authority)
☐ City (if land is within 3 miles of city boundary)
☐ Village (if land is within 1 mile of village boundary)

Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:

☐ Copy of Deed or Land Contract (most recent showing current ownership)
☐ Copy of most recent Tax Bill (must include tax description of property)
☐ Map of Farm
☐ Copy of most recent appraisal record
☐ Copy of letters from review agencies (if available)
☐ Any other applicable documents

Questions? Please call Farmland Preservation at (517) 284-5663
WARRANTY DEED

The grantor(s) BONNIE L. VILLWOCK
502-1 Washington
Evart, MI 49631

conveys and warrant(s) to SCOT B. BOYD & NICOLE B. BOYD, Husband & wife
1916 – 100th Ave.
Evart, MI 49631

the following described premises situated in the Township of Evart, County of Mecosta, State of Michigan:

The NE ¼ of the SE ¼; and the E ½ of the NE ¼, Section 23, T17N, R8W, Evart Township, Osceola County, Michigan

This deed is pursuant to a Land Contract, between the parties, dated June 28, 2013, and recorded on July 1, 2013, in Liber 922, Page 286. Grantor does not warranty title as to the actions of the Grantee subsequent to that date.

The Grantor(s) grants to the Grantee(s) the right to make all division(s) under Section 108 of the Land Division Act No. 288 of the Public Acts of 1967, as amended ("Act").

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.

for the sum of Two Hundred Twenty Seven Thousand Seven Hundred fifty and 00/100 ($227,750.00) Dollars

subject to easements and building and use restrictions of record and further subject to all prior reservations including oil, gas and other minerals and further subject to all local and state statutes, ordinances and
Application for Farmland Agreement

Map of Farm with Structures and Natural Features:

A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
C. Outline and designate the current uses of the property (cropland, pasture, forest, swamp, etc.).
D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County: Osceola
Township: Evart
T 17 N R 8 W Section 23
North
← 3 mile ed →

Crop
Crop
Wooded
10th Ave
**EVART TOWNSHIP**

**2016 Summer Tax Bill**

**PAYMENT INFORMATION**

This tax is due by: 09/14/2016

Pay by mail to:
OSCEOLA COUNTY TREASURER
301 W UPTON AVE
REED CITY, MI 49677
231-832-6107

**TAX DETAIL**

<table>
<thead>
<tr>
<th>Description</th>
<th>Millage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>COUNTY ALLOC</td>
<td>6.4035</td>
<td>2,039.51</td>
</tr>
<tr>
<td>STATE ED</td>
<td>6.0000</td>
<td>1,911.00</td>
</tr>
</tbody>
</table>

Total Tax: 3,950.51
Administration Fee: 19.11
Interest/Penalty: 0.00

**TOTAL AMOUNT DUE:** 3,969.62

Refer to back of bill for important information.
**EVART TOWNSHIP**

**2016 Summer Tax Bill**

**PAYMENT INFORMATION**

This tax is due by: 09/14/2016

Pay by mail to:
OSCEOLA COUNTY TREASURER
301 W UPTON AVE
REED CITY, MI 49677
231-832-6107

**PROPERTY INFORMATION**

Properly Assessed To:
BOYD SCOT B & NICOLE B

**EVART PUBLIC SCHOOLS**

Prop #: 67 03 023 011 00

Prop Add:

Legal Description:
(Not Responsible if Paid on Wrong Description)

EV-797 SEC 23 T17N R36W NE 1/4 OF SE 1/4 40A M/L

Pay SUMMER Taxes Online
www.accessmygov.com/?UID=2046

**TAX DETAIL**

<table>
<thead>
<tr>
<th>Description</th>
<th>Millage</th>
<th>Amount</th>
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<tbody>
<tr>
<td>COUNTY ALLOC</td>
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<td>84.22</td>
</tr>
<tr>
<td>STATE ED</td>
<td>6.0000</td>
<td>78.91</td>
</tr>
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</table>

Total Tax: 12.4035
Administration Fee: 0.78
Interest/Penalty: 0.00
TOTAL AMOUNT DUE: 163.91

Refer to back of bill for important information.
This is not a Tax Bill

ParcEL IDENTIFICATION
PARCEl CODE NUMBER: 03 023 001 00
PROPERTY ADDRESS: 2501 70TH AVE

NAME AND ADDRESS OF OWNER OR PERSON NAMED ON ASSESSMENT ROLL:
BOYD SCOT B & NICOLE B
1916 100TH AVE
EVART MI 49631

PRINCIPAL RESIDENCE EXEMPTION
% Exempt As "Homeowners Principal Residence": 0.00%
% Exempt As "Qualified Agricultural Property": 100.00%
% Exempt As "MBT Industrial Personal": 0.00%
% Exempt As "MBT Commercial Personal": 0.00%
Exempt As "Qualified Forest Property": X No
Exempt As "Development Property": X No

ACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS:
111 (101 AGRICULTURAL IMPROVED)
PRIOR YEAR'S CLASSIFICATION:

The 2016 inflation rate Multiplier is: 1.003

<table>
<thead>
<tr>
<th>PRIOR AMOUNT</th>
<th>CURRENT AMOUNT</th>
<th>CHANGE FROM PRIOR YEAR TO CURRENT YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>YEAR: 2015</td>
<td>340,590</td>
<td>399,111</td>
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<tr>
<td></td>
<td>406,400</td>
<td>481,800</td>
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<tr>
<td></td>
<td>75,400</td>
<td></td>
</tr>
</tbody>
</table>

5. There WAS/WAS NOT a transfer of ownership on this property in 2015

   * If there was a transfer of ownership on your property in 2015, your 2016 taxable value will be the same as your 2016 State Equalized Value.
   * If there WAS NOT a transfer of ownership on your property in 2015, your 2016 taxable value is calculated by multiplying your 2015 taxable value (see line 1 above) by the inflation rate multiplier for 2016. Physical changes in your property may also increase or decrease your taxable value. Your 2016 taxable value cannot be higher than your 2016 State Equalized Value.

Legal Description:
EV-784 SEC 23 T17N R88W E 1/2 OF NE 1/4 80A M/L

March Board of Review Appeal Information:
The Taxable Value, Assessed Value, State Equalized Value, Property Classification, or Transfer of Ownership may be appealed by filing a protest with the local Board of Review. Protest are made to the Board of Review by completing a Board of Review Petition Form. A Petition Form may be obtained directly from the local unit or from the State Tax Commission at www.michigan.gov/treasury. Click on Forms (at top of page), then click on Property Tax, then click on Board of Review to obtain Form L-4035.

A non-resident may protest to the Board of Review by letter. Letter appeals are to be accompanied by a completed Board of Review Petition form L-4035.

March Board of Review Meeting Information:
The March Board of Review will meet at the Evart Township Hall 327 S Main St on

MONDAY, MARCH 14, 2016, FROM 3PM - 9PM, AND TUESDAY, MARCH 15, 2016, FROM 9AM - 3PM.

YOUR ASSESSMENT CHANGED FOR THE FOLLOWING REASONS:
MARKET ADJUSTMENT, NEW CONSTRUCTION

Property taxes are calculated on the Taxable Value (see line 1 above). The Taxable Value number entered in the "Change from Prior Year to Current Year" column does not indicate a change in your taxes. This number indicates the change in Taxable Value.

HOMEOWNER'S PRINCIPAL RESIDENCE AFFIDAVIT INFORMATION REQUIRED BY P.A. 114 OF 2012. If you purchased your principal residence after May 1 last year, to claim the principal residence exemption, if you have not already done so, you are required to file an affidavit by June 1 for the immediately succeeding summer tax year levy and all subsequent tax levies or by November 1 for the immediately succeeding winter tax levy and all subsequent tax levies.

The denial of an exemption from the local school operating tax for "qualified agricultural properties" may be appealed to the local Board of Review. The denial of an exemption from the local school operating tax for a "Homeowner's principal residence" may be appealed to the Michigan Tax Tribunal by filing a petition within 30 days of issuance of this notice. The petition must be a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib.
Notice of Assessment, Taxable Valuation, and Property Classification

FROM
VICKI CUSHMAN, ASSESSOR
EVART TOWNSHIP
7523 2 MILE RD
EVART, MI 49631
231-794-6620

EVARTTOWNSHIP
03 023 011 00

THIS IS NOT A TAX BILL
PARCEL IDENTIFICATION
 PARCEL CODE NUMBER: 03 023 011 00
PROPERTY ADDRESS:

NAME AND ADDRESS OF OWNER OR PERSON NAMED ON ASSESSMENT ROLL:
BOYD SCOT B & NICOLE B
1916 100TH AVE
EVART MI 49631

PRINCIPAL RESIDENCE EXEMPTION
% Exempt As "Homeowner's Principal Residence": 0.00%
% Exempt As "Qualified Agricultural Property": 100.00%
% Exempt As "MBT Industrial Personal": 0.00%
% Exempt As "MBT Commercial Personal": 0.00%
Exempt As "Qualified Forest Property": ☐ Yes ☒ No
Exempt As "Development Property": ☐ Yes ☒ No

ACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS:
102 (102 AGRICULTURAL VACANT)
102

The 2016 Inflation rate Multiplier is: 1.003

PRIOR YEAR'S CLASSIFICATION:

<table>
<thead>
<tr>
<th>Description</th>
<th>2015</th>
<th>2016</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>TAXABLE VALUE</td>
<td>13,114</td>
<td>13,153</td>
<td>39</td>
</tr>
<tr>
<td>ASSESSED VALUE</td>
<td>35,000</td>
<td>36,000</td>
<td>1,000</td>
</tr>
<tr>
<td>TENTATIVE EQUALIZATION FACTOR</td>
<td>1.000</td>
<td>1.000</td>
<td></td>
</tr>
<tr>
<td>STATE EQUALIZED VALUE</td>
<td>35,000</td>
<td>36,000</td>
<td>1,000</td>
</tr>
</tbody>
</table>

5. There WAS/ WAS NOT a transfer of ownership on this property in 2015 WAS NOT
* IF THERE WAS A TRANSFER OF OWNERSHIP on your property in 2015, your 2016 Taxable Value will be the same as your 2016 State Equalized Value.
* IF THERE WAS NOT A TRANSFER OF OWNERSHIP on your property in 2015, your 2016 Taxable Value is calculated by multiplying your 2015 Taxable Value (see line 1 above) by the Inflation Rate Multiplier for 2016. Physical changes in your property may also increase or decrease your Taxable Value.

Your 2016 Taxable Value cannot be higher than your 2016 State Equalized Value.

Legal Description:
EV-797 SEC 23 117H RBW NE 1/4 OF SE 1/4 40A 1A/L

March Board of Review Appeal Information:
The Taxable Value, Assessed Value, State Equalized Value, Property Classification, or Transfer of Ownership may be appealed by filing a protest with the Local Board of Review. Protest forms may be obtained at the local office or from the State Tax Commission at www.michigan.gov/tax. Click on Forms (at top of page), then click on Property Tax, then on Board of Review to obtain Form L-4035.
A non-resident may appeal to the Board of Review by letter. Letter appeals are to be accompanied by a completed Board of Review petition form L-4035.

March Board of Review Meeting Information:
THE MARCH BOARD OF REVIEW WILL MEET AT THE EVART TOWNSHIP HALL, 327 S MAIN ST ON
MONDAY, MARCH 14, 2016, FROM 3PM - 9PM, AND
TUESDAY, MARCH 15, 2016, FROM 9AM - 3PM.
YOUR ASSESSMENT CHANGED FOR THE FOLLOWING REASONS:
MARKET ADJUSTMENT

Filing a protest at the Board of Review is necessary to protect your right to further appeal valuations and exemption disputes to the Michigan Tax Tribunal and classification appeals to the State Tax Commission. Properties classified Commercial Real, Industrial Real, or Developmental Real may be appealed to the Michigan Tax Tribunal (see line 1 above) by filing a petition. A personal property statement was filed with the local unit prior to the commencement of the Board of Review as provided by MCL 211.17, except as otherwise provided by MCL 211.9m, 211.9n, and 211.9o. The petition must be a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal.

March Board of Review Meeting Information:
Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib.

Property taxes are calculated on the Taxable Value (see line 1 above). The Taxable Value number entered in the "Change from Prior Year to Current Year" column does not indicate a change in your taxes. This number indicates the change in Taxable Value.

HOMEOWNER'S PRINCIPAL RESIDENCE AFFIDAVIT INFORMATION REQUIRED BY P.A. 114 OF 2012. If you purchased your principal residence after May 1 last year, to claim the principal residence exemption, if you have not already done so, you are required to file an affidavit by June 1 for the immediately succeeding summer tax year levy and all subsequent tax levies or by November 1 for the immediately succeeding winter tax levy and all subsequent tax levies.

The denial of an exemption from the local school operating tax for "qualified agricultural properties" may be appealed to the local Board of Review. The denial of an exemption from the local school operating tax for a "homeowner's principal residence" may be appealed to the Michigan Tax Tribunal by filing a petition within 32 days of issuance of this notice. The petition must be a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/taxtrib.
FARMLAND AND OPEN SPACE
PRESEVATION PROGRAM
Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

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

I. Personal Information:
1. Name(s) of Applicant: BOYD SCOT B
   Last First Initial
   (If more than two see #15)
   BOYD NICOLE B
   Last First Initial
   Marital status of all individual men listed on application, if more than one, indicate status after each name:
   ■ Married    ■ Single

2. Mailing Address: 1916 100TH EVART MI 49631
   Street City State Zip Code

3. Telephone Number: (Area Code) (231-734-6135)

4. Alternative Telephone Number (cell, work, etc.): (Area Code)

5. E-mail address: BOYDFARMS@OUTLOOK.COM

II. Property Location (Can be taken from the Deed/Land Contract)
6. County: OSCEOLA
   7. Township, City or Village: ORIENT

8. Section No. 21
   Town No. 11 N
   Range No. 2 W

III. Legal Information:
9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)
10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.
11. Is there a tax lien against the land described above? ■ Yes ■ No
   If "Yes", please explain circumstances:

12. Does the applicant own the mineral rights? ■ Yes ■ No
   If owned by the applicant, are the mineral rights leased? ■ Yes ■ No
   Indicate who owns or is leasing rights if other than the 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 agricultural purposes? ■ Yes ■ No
   If "Yes", indicate to whom, for what purpose and the number of acres involved:

14. Is land being purchased under land contract ■ Yes ■ No: If "Yes", indicate vendor (sellers):
   Name:
   Address:
   Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

rev. 12/2015
Application for Farmland Agreement

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

- 2 or more persons having a joint or common interest in the land
- Corporation
- Limited Liability Company
- Partnership
- Estate
- Trust
- Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: ___________________________ Title: ___________________________
Name: ___________________________ Title: ___________________________
Name: ___________________________ Title: ___________________________
Name: ___________________________ Title: ___________________________

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

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)
This application is for:

xx a. 40 acres or more complete only Section 16 (a thru g);
   b. 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.

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

   Livestock, Cropping

b. Total number of acres on this farm 80

c. Total number of acres being applied for (if different than above): 80

d. Acreage in cultivation: 60

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 13

f. All other acres (swamp, woods, etc.) 2

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

   No. of Buildings 5 Residence: 1 Barn: 3 Tool Shed: 1
   Silo: 8 Grain Storage Facility: 2 Grain Drying Facility: 
   Poultry House: Milk Parlor: Milk House: 
   Other: (Indicate)

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of $200.00 per acre from the sale of agricultural products.

   Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

   $ ___________________________ = $ ___________________________ (per acre)

   total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of $2,000.00 or more. 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: $ ___________________________

   Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.
Application for Farmland Agreement

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

V. Signature(s):
20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

[Signature of Applicant] Scot B Boyd

[Signature of Co-owner] Nicole B Boyd

October 1, 2016

(Corporate Name, If Applicable)

(Signature of Corporate Officer)

(Title)

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 SECTIONS I & II

I. Date Application Received: ____________________ (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: ____________

[ ] County [ ] Township [ ] City [ ] Village

This application is [ ] approved, [ ] rejected Date of approval or rejection: ____________________

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk’s Signature: ____________________

Property Appraisal: $____________ is the current fair market value of the real property in this application.

II. Please verify the following:

[ ] Upon filing an application, clerk issues receipt to the landowner indicating date received.

[ ] Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

[ ] If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

[ ] If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

*Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.

Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):

COPY SENT TO:

[ ] County or Regional Planning Commission

[ ] Conservation District

[ ] Township (if county has zoning authority)

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

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

Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:

[ ] Copy of Deed or Land Contract (most recent showing current ownership)

[ ] Copy of most recent Tax Bill (must include tax description of property)

[ ] Map of Farm

[ ] Copy of most recent appraisal record

[ ] Copy of letters from review agencies (if available)

[ ] Any other applicable documents

Questions? Please call Farmland Preservation at (517) 284-5663
Application for Farmland Agreement

Map of Farm with Structures and Natural Features:

A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County: Osceola
Township: Orient
T M N R TW Section 21

< 3 mile Rd. >

↑ North
<table>
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<tr>
<th>Parcel Number</th>
<th>Jurisdiction: Orient Township</th>
<th>County: Osceola</th>
<th>Printed on: 03/16/2016</th>
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<tr>
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<td>Grantee</td>
<td>Sale Price</td>
<td>Sale Date</td>
</tr>
<tr>
<td>THOMAS LYKLI E  &amp; GENEVA L</td>
<td>THOMAS GENEVA L</td>
<td>0</td>
<td>07/04/2014</td>
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<tr>
<td>CLARK JOE E ESTATE</td>
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<th>Property Address</th>
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<th>Lettering:</th>
<th>Building Permit(s):</th>
<th>Status</th>
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<tbody>
<tr>
<td>2864 40TH AVE</td>
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<table>
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<tr>
<th>Owner's Name/Address</th>
<th>School: District:</th>
<th>F.R.E.:</th>
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<tbody>
<tr>
<td>THOMAS GENEVA L</td>
<td>6706B</td>
<td>100%</td>
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| Map #: | 2016 Est TCV: 203,349 TCV/PPA: 146.06 |

<table>
<thead>
<tr>
<th>Improvements</th>
<th>Vacant</th>
<th>Land Value Estimates for Land Description A: AGRICULTURE</th>
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<tbody>
<tr>
<td>Public</td>
<td></td>
<td>Factors: Description Frontage Depth Front Depth Rate Adj, Reason Value</td>
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<tr>
<td>Improvements</td>
<td>Vacant</td>
<td>ACREAGE TA 80 ACRES 77.00 Acres 1750 100 134,750</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ACREAGE TA ROAD 3.00 Acres 0 100 0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rate have been adjusted due to the large size of the parcel.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>80.00 Total Acres 134,750</td>
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</table>

<table>
<thead>
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<th>Land Improvement Cost Estimates</th>
<th>Rate Count/Mult.</th>
<th>Size (Good)</th>
<th>Cash Value</th>
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<tr>
<td>U/H/P: 3.5 Concrete</td>
<td>3.00</td>
<td>1.00</td>
<td>25 91</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Total Estimated Land Improvements True Cash Value = 73</td>
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<table>
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<tr>
<th>Year</th>
<th>Land Value</th>
<th>Building Value</th>
<th>Assessed Value</th>
<th>Board of Review</th>
<th>Tribunal/ Other</th>
<th>Taxable Value</th>
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<tr>
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<td>65.66C</td>
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<td>2014</td>
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<td>27,800</td>
<td>89,400</td>
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<td>2013</td>
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<td>30,800</td>
<td>92,400</td>
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<td>61,64C</td>
<td></td>
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*The Equalizer.* Copyright (c) 1999 - 2009. Issued to: Township of Evart, County of Osceola, Michigan

***Information herein deemed reliable but not guaranteed***
## ORIENT TOWNSHIP
### 2016 Summer Tax Bill

#### PROPERTY INFORMATION
- **Property Assessed To:** BOYD SCOT B & NICOLE B
- **Prop #:** 67 11 021 010 00
- **Prop Addr:** 2864 40th AVE
- **Legal Description:** OR-314 SEC 21 T17N R7W 1Y 1/2 OF NW 1/4 80A M/L

#### TAX DETAIL
- **Taxable Value:** 65,893
- **State Equalized Value:** 101,700
- **Class:** 101
- **PRE/AG/MBT %:** 100

Taxes are based upon Taxable Value. 1 mill equals $1.00 per $1000 of Taxable Value. Amounts with no millage are either Special Assessments or other charges added to this bill.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>MILLAGE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>COUNTY ALLOC</td>
<td>6.4035</td>
<td>421.94</td>
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<tr>
<td>STATE ED</td>
<td>6.0000</td>
<td>395.35</td>
</tr>
<tr>
<td><strong>Total Tax</strong></td>
<td>12.4035</td>
<td>817.29</td>
</tr>
<tr>
<td><strong>Administration Fee</strong></td>
<td>3.95</td>
<td></td>
</tr>
<tr>
<td><strong>Interest/Penalty</strong></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT DUE</strong></td>
<td></td>
<td>821.24</td>
</tr>
</tbody>
</table>

Refer to back of bill for important information.
KNOW ALL MEN BY THESE PRESENTS: That Geneva L. Thomas, by Michael R. Thomas, her attorney-in-fact

Whose address is 4689 3 Mile Rd., Sears, MI 49679

Convey(s) and Warrant(s) to Scot B. Boyd and Nicole B. Boyd, husband and wife

Whose address is 1916 100th Ave, Evart, MI 49631

the following described premises:

The West 1/2 of the NW 1/4 of Section 21, T17N, R7W, Orient Township, Osceola County, Michigan.

Tax Parcel No.: 67-11-021-010-00

For the sum of One Hundred Eighty Five Thousand Dollars and No Cents ($185,000.00) 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 Geneva L. Thomas, by Michael R. Thomas, her attorney-in-fact, as Grantor and Scot B. Boyd and Nicole B. Boyd, husband and wife, as Grantee.

Dated March 25, 2016

Signed

[Signature]

Geneva L. Thomas, by Michael R. Thomas, her attorney-in-fact

State of Michigan )
County of Osceola )

On this 25th day of March, 2016, before me personally appeared Michael R. Thomas as attorney-in-fact for Geneva L. Thomas 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.

Dustin Robbins, Notary Public
Osceola County, Michigan
My Commission Expires: September 30, 2019
Acting in the County of Osceola

Drafted By: Geneva L. Thomas, by Michael R. Thomas, her attorney-in-fact
4689 3 Mile Rd.
Sears, MI 49679

Return To: Scot B. Boyd
2864 40th Ave.
Sears, MI 49679

Assisted By: Surveyors Title of Osceola County
202 W. Upton Ave.
Reed City, MI 49677
October 20, 2016

Osceola County Clerk
Karen Bluhm
301 W. Upton
Reed City, MI 49677

At their October 19, 2016 meeting the Osceola County Planning Commission reviewed the following three Applications for Farmland Agreement (PA 116):

Applicant: Scot B. Boyd & Nicole B. Boyd
Property Location: Section #23, T17N, R8W, Evart Twp.
Application Number: 2016-0004

Applicant: Scot B. Boyd & Nicole B. Boyd
Property Location: Section #23, T17N, R8W, Evart Twp.
Application Number: 2016-0005

Applicant: Scot B. Boyd & Nicole B. Boyd
Property Location: Section #21, T17N, R7W, Orient Twp.
Application Number: 2016-0006

After their review, the Planning Commission had no comments or recommendations.

Sincerely,

Dan Massy
Recording Secretary
October 20, 2016

Karen J Bluhm
Osceola County Clerk
301 West Upton
Reed City, MI 49677

Dear Ms. Bluhm,

The Farmland Application #0004, #0005 and #0006, submitted by Scot B. Boyd & Nicole B. Boyd, were reviewed. Approval of these applications by the Osceola-Lake Conservation District has been granted.

Sincerely,

Patrick Kalling, Director
Osceola-Lake Conservation District
TO: Osceola County Planning Commission  
Osceola/Lake Conservation District  
Evart Township Board  
Orient Township Board

RE: Applications for PA 116 Farmland Agreement  
For: Scot B. Boyd & Nicole B. Boyd

Applications Filed: October 17, 2016

Attached are copies of the above applications (2 for Evart Township and 1 for Orient Township).

The Statute requires your review of these applications 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
October 17, 2016

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

RE: Applications for PA 116 Farmland Agreement
For: Scot B. Boyd & Nicole B. Boyd

Applications Filed: October 17, 2016

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The County Board of Commissioners must act within 45 days.

Sincerely,

[Signature]

Karen J. Bluhm
Osceola County Clerk
TO: Osceola County Planning Commission
   Osceola/Lake Conservation District
   Evart Township Board
   Orient Township Board

RE: Applications for PA 116 Farmland Agreement
   For: Scot B. Boyd & Nicole B. Boyd

Applications Filed: October 17, 2016

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The County Board of Commissioners must act within 45 days.

Sincerely,

Karen J. Bluhm
Osceola County Clerk
TO: Osceola County Planning Commission
   Osceola/Lake Conservation District
   Evart Township Board
   Orient Township Board

RE: Applications for PA 116 Farmland Agreement
   For: Scot B. Boyd & Nicole B. Boyd

Applications Filed: October 17, 2016

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The County Board of Commissioners must act within 45 days.

Sincerely,

Karen J. Bluhm
Osceola County Clerk
October 23, 2016

Scot and Nicole Boyd
1916 100th Ave.
Evart, MI 49631

RE: Applications for PA 116 Farmland Agreement

Dear Mr. and Mrs. Boyd:

Please be advised that your PA 116 Farmland Agreement Applications have been reviewed by the appropriate agencies. Your applications are now scheduled to go in front of the Osceola County Commissioners on November 15, 2016 at 1:00 p.m.

You are not required to attend however; you are welcome to appear on the above date and time. Once the Board has reviewed the applications and approves them we will notify you that they have been forwarded to the MDA-Farmland and Open Space Program in Lansing.

If you have any questions, please feel free to contact me.

Sincerely,

[Signature]

Therese M. Bechler
Deputy Clerk
October 17, 2016

Scot and Nicole Boyd
1916 100th Ave.
Evart, MI 49631

RE: Applications for PA 116 Farmland Agreement

Dear Mr. and Mrs. Boyd:

Please be advised that your PA 116 Farmland Agreement Application has been received.

The application process, as required by Statute, is in progress and I shall notify you as soon as the final recommendation has been determined.

If you have any questions, please feel free to contact me.

Sincerely,

Therese M. Bechler
Deputy Clerk
COUNTY CLERK’S OFFICE
Karan J. Bluhm, County Clerk
301 West Upton
Reed City, MI 49677
(231) 832-3261, (231) 832-6149 FAX; oscoclerk1@osceolacountymi.com

October 17, 2016

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

RE: Applications for PA 116 Farmland Agreement
    For: Scot B. Boyd & Nicole B. Boyd

Applications Filed: October 17, 2016

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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, Osceola-Lake Conservation District, is required to review the same.

Name of Applicant: Scot B. Boyd & Nicole B. Boyd

Property Location: Parcel #1: Section #23, T17N, R8W Evart Twp.
Parcel #2: Section #23, T17N, R8W Evart Twp.
Parcel #3: Section #71, T17N, R7W Orient Twp.

Date of Application: October 17, 2016

Application Number Parcel #1----2016-0004
Parcel #2----2016-0005
Parcel #3----2016-0006

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

Our Board supported this.

Date of Review: 11-1-16

Signature of Reviewing Entity: Evart Township. Mary Holcomb

Please send comments/completed form to:

Osceola County Clerk
Karen J. Bluhm
301 W. Upton
Reed City, MI 49677