Cass County
Board of Commissioners

Cass County Board of Commissioners
Zoom Meeting Notice

269-445-4420

Because of concerns over Covid-19, and an Emergency Order declared by the Board of Commissioners, the Cass County Board of Commissioners will hold their Regular meeting on December 16, 2021 in person at 4:00 p.m. However, any member of the public who wishes to participate in the meeting remotely may do so.

Zoom Meeting for Cass County Board of Commissioners

Please click the link below to join the webinar:
https://us02web.zoom.us/j/81341391117

Or Telephone: 1 312 626 6799 or 1 646 558 8656
Webinar ID: 813 4139 1117

Persons with disability needing accommodations for this meeting should contact Carol Bealor at 574-292-0331 or carolb@cassco.org prior to the meeting.

Cass County
Board of Commissioners

REGULAR MEETING OF THE
CASS COUNTY BOARD OF COMMISSIONERS

Commissioner Chambers
120 N. Broadway, Cassopolis
December 16, 2021
4:00 P.M.

CALL TO ORDER - *Chair Dwight Dyes*

INVOCATION - *Commissioner Jones*

PLEDGE OF ALLEGIANCE - *Commissioner Laylin*

ROLL CALL - *Clerk/Register Monica McMichael*

INTRODUCTION OF VISITORS - *Chair Dwight Dyes*

PUBLIC COMMENTS (limit to 3 minutes/person)

APPROVAL OF THE AGENDA - *Commissioner File*

RECOGNITIONS

PRESENTATIONS

1. **Historic Courthouse Update** - *Intersect Studio, Bill LaDitka*

2. **County Building Annex** - *Tri-County Head Start, Chanda Hillman*

PROPOSED CONSENT AGENDA - *Vice-Chair Grice*

1. **M-209-21** - Motion to approve Claims dated December 10, 2021

2. **M-210-21** - Motion to approve the December 2, 2021 Board of Commissioners Regular meeting minutes

[MOTION: I move the above listed items be voted on at one time by a roll call vote and be considered as the consent agenda by the Board of Commissioners]

COMMITTEE REPORTS
District 1 - Commissioner Laylin
District 2 - Commissioner File
District 3 - Commissioner Dyes
District 4 - Commissioner Marchetti

District 5 - Commissioner Benjamin
District 6 - Commissioner Grice
District 7 - Commissioner Jones

ADMINISTRATOR'S REPORT

FINANCE REPORT

PUBLIC SAFETY REPORT

COUNTY PARTNERS

ELECTED OFFICIALS

UNFINISHED BUSINESS

NEW BUSINESS

1. **R-211-21** - Resolution - Elected Officials Salaries - *Commissioner Grice*
2. **R-212-21** - Resolution - "Local State of Emergency" Extension - *Commissioner Marchetti*
3. **R-213-21** - Resolution - Compensation Schedule - *Commissioner Jones*
4. **R-214-21** - Resolution - Refinancing Bonds - Porter Township - *Commissioner Laylin*
5. **R-215-21** - Resolution - Refinancing Bonds – Diamond/Donell Lakes Area Sewer - *Commissioner File*
6. **R-216-21** - Resolution - Refinancing Bonds - Village of Edwardsburg - *Commissioner Grice*
7. **R-217-21** - Resolution - Refinancing Bonds - Lakes Area Sewer - *Commissioner Marchetti*
8. **M-218-21** - Motion to appoint Ann File to the Parks Board to a three-year term ending January 1, 2024 - *Commissioner Laylin*
9. **M-219-21** - Motion to appoint Darren Bettinger to the Parks Board to an unexpired term ending January 1, 2023 - *Commissioner File*
10. **M-220-21** - Motion to appoint Robert Parrish to the Parks Board to a three-year term ending January 1, 2024 - *Commissioner Grice*
11. **M-221-21** - Motion to appoint Joseph Silvia to the Board of Public Works to a three-year term ending December 31, 2024 - *Commissioner Marchetti*

12. **M-222-21** - Motion to appoint Gerald Melko to the Board of Public Works to a three-year term ending December 31, 2024 - *Commissioner Jones*

13. **M-223-21** - Motion to appoint James Dodd to the Board of Public Works to a three-year term ending December 31, 2024 - *Commissioner Laylin*

14. **M-224-21** - Motion to appoint Ron Niezgodski to the Board of Public Works to a three-year term ending December 31, 2024 - *Commissioner File*

15. **M-225-21** - Motion to appoint Linda Preston to the Southwest Michigan Planning Commission to a two-year term ending December 31, 2023 - *Commissioner Grice*

16. **M-226-21** - Motion to appoint Don DeLong to the Southwest Michigan Planning Commission to a two-year term ending December 31, 2023 - *Commissioner Marchetti*

17. **M-227-21** - Motion to appoint Doug Tyler to the Southwest Michigan Planning Commission to a two-year term ending December 31, 2023 - *Commissioner Jones*

18. **R-228-21** - Resolution - Surplus Property Sale Option - *Commissioner Laylin*

19. **M-229-21** - Motion to appoint Erika Espeland as the Administrator for the 2022 Survey/Remonumentation Grant - *Commissioner File*

CLOSED SESSION - **M-230-21** - Motion to enter into a closed session to review Opioid litigation with Attorney Barry Conybeare and to include County Clerk Monica McMichael, Jeff Carmen, Matt Newton, Jennifer Rentfrow – *Commissioner Grice*

NEW BUSINESS (Continued)

20. **R-231-21** - Resolution - Participation Agreement - Opioid Litigation - *Commissioner Marchetti*

21. **R-232-21** - Resolution - Intrastate Agreement - Opioid Litigation - *Commissioner Jones*

BOARD MEMBER COMMENTS/ANNOUNCEMENTS

ADJOURNMENT

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	heck #
Fund 101 TREASURER							
Dept 000 TREASURER							
101-000-539.300	CVSP VETERANS GRANT	DEPT OF MILITARY & VET	UNUSED GRANT FUNDS RETURNED TO STAT	11032021	12/10/21	1,898.93	1190760
			Total For Dept 000 TREASURER			1,898.93	
Dept 101 BOARD OF COMMISSIONERS							
101-101-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	EDWARDSBURG CHAMBER OF	MEMBERSHIP DUES	120121	12/10/21	135.00	1190725
			Total For Dept 101 BOARD OF COMMISSIONERS			135.00	
Dept 131 CIRCUIT COURT							
101-131-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	MICHIGAN JUDGES ASSOC.	MJA 2022 MEMBERSHIP DUES	120121	12/10/21	275.00	1190719
			Total For Dept 131 CIRCUIT COURT			275.00	
Dept 136 DISTRICT COURT							
101-136-801.301	DRUG ATTORNEY FEES	HEIDI ANN DUNCAN	ATC/SC ATTORNEY COVERAGE 12/3/21	120621	12/10/21	200.00	20194
			Total For Dept 136 DISTRICT COURT			200.00	
Dept 141 FOC							
101-141-729.001	OFFICE SUPPLIES-CRP GRANT	GLOBAL OFFICE SOLUTION	OFFICE SUPPLIES/COMPUTER SUPPLIES	CSUM-103089	12/10/21	591.11	20157
101-141-777.000	MOTOR FUEL/LUBRICANT	J & H OIL COMPANY	FOC SQUAD FUEL 11/30/2021	CFSI-7286	12/10/21	77.54	20172
101-141-801.310	LOCATOR SERVICE	WEST GROUP PAYMENT CTR	NOVEMBER 2021 CLEAR LOCATE SERVICES	845421040	12/10/21	566.50	1190724
101-141-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	CASS COUNTY BAR ASSOCI	2021-2022 BAR ASSOCIATION DUES FOR	12.6.21 DUES	12/10/21	135.00	1190704
101-141-900.000	PRINTING & BINDING	SARAH MATHEWS	FOC VISTA PRINT RACK CARDS ORDER	L8BJ1-W6A21-4J1	12/10/21	331.94	20186
			Total For Dept 141 FOC			1,702.09	
Dept 149 FAMILY/JUVENILE COURT							
101-149-710.000	VISITING JUDGE	WILLIAM G. KELLY	VISITING JUDGE, 10/5; 10/19; 11/9/2	121021	12/10/21	1,812.48	1190741
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	MAY OBERFELL &LORBER	NEGLECT/ABUSE - INDIGENT DEFENSE	121021	12/10/21	90.00	20151
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	JAMES M. MILLER LAW OF	NEGLECT/ABUSE - INDIGENT DEFENSE	121021	12/10/21	90.00	20170
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	STEPHEN K. WOODS. P.C.	NEGLECT/ABUSE - INDIGENT DEFENSE	121021	12/10/21	165.00	20173
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	SARAH SCOGGIN	NEGLECT/ABUSE - INDIGENT DEFENSE	121021	12/10/21	1,695.00	20188
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	HEIDI ANN DUNCAN	NEGLECT/ABUSE - INDIGENT DEFENSE	121021	12/10/21	724.21	20194
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	ELIZABETH MCCREE	NEGLECT/ABUSE - INDIGENT DEFENSE	121021	12/10/21	995.00	20195
			Total For Dept 149 FAMILY/JUVENILE COURT			5,571.69	
Dept 219 CLERK-REGISTER							
101-219-728.020	SUPPLIES CIRCUIT COURT	PRINTLINK SHORT RUN BU	ENVELOPES CCFR	306782	11/29/21	141.35	20090
101-219-804.000	JURY FEES	SAYLOR'S PIZZARIA	JURY TRIAL DECEMBER 1ST JUROR LUNCH	12062021 1	12/10/21	29.95	1190726
			Total For Dept 219 CLERK-REGISTER			171.30	
Dept 225 EQUALIZATION							
101-225-801.000	PROFESSIONAL/CONTRACTUAL S	ANTHONY MEYAARD	CONTRACTUAL EQUALIZATION SERVICES -	CASS011	12/10/21	5,333.33	20191
			Total For Dept 225 EQUALIZATION			5,333.33	
Dept 229 PROSECUTING ATTORNEY							
101-229-729.001	OFFICE SUPPLIES-CRP GRANT	GLOBAL OFFICE SOLUTION	OFFICE SUPPLIES/COMPUTER SUPPLIES	CSUM-103089	12/10/21	24.47	20157
			Total For Dept 229 PROSECUTING ATTORNEY			24.47	
Dept 230 GIS							
101-230-979.000	FURNITURE, FIXTURES & EQUI	SHI INTERNATIONAL CORP	MONITOR - E ESPELAND	B14031628	12/10/21	355.75	1190709
			Total For Dept 230 GIS			355.75	
Dept 233 PURCHASING							
101-233-729.131	OFFICE SUPPLY-CIRCUIT COUI	GLOBAL OFFICE SOLUTION	OFFICE SUPPLIES/COMPUTER SUPPLIES	CSUM-103089	12/10/21	60.77	20157
101-233-729.136	OFFICE SUPPLY-DISTRICT COU	GLOBAL OFFICE SOLUTION	OFFICE SUPPLIES/COMPUTER SUPPLIES	CSUM-103089	12/10/21	112.36	20157
101-233-729.219	OFFICE SUPPLY-CLERK/FILE F	PRINTLINK SHORT RUN BU	ENVELOPES CLERK/REG OFFICE	306781	11/29/21	147.34	20090

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	heck #
Fund 101 TREASURER							
Dept 233 PURCHASING							
101-233-729.223	OFFICE SUPPLY-ADMIN	HARDINGS FRIENDLY MARK	MEETING SUPPLIES	12621	12/10/21	34.95	1190728
101-233-729.229	OFFICE SUPPLY-PROSECUTOR	GLOBAL OFFICE SOLUTION	OFFICE SUPPLIES/COMPUTER SUPPLIES	CSUM-103089	12/10/21	303.54	20157
101-233-729.253	OFFICE SUPPLY-TREASURER	AUTOMATED BUSINESS EQU	THERMAL PAPER ROLLS	21697	12/10/21	26.99	1190700
101-233-730.000	POSTAGE	LAKE MICHIGAN MAILERS	FUNDS FOR MAIL PROCESSING	111921	11/29/21	3,000.00	20089
101-233-730.000	POSTAGE	PURCHASE POWER	POSTAGE METER RENTAL AT CCSO	8000909010910508	12/10/21	178.36	1190761
101-233-730.000	POSTAGE	PITNEY BOWES GLOBAL FI	INK CARTRIDGE FOR CCSO POSTAGE MACH	1019494496	12/10/21	80.74	20148
101-233-731.000	PAPER SUPPLIES	GLOBAL OFFICE SOLUTION	OFFICE SUPPLIES/COMPUTER SUPPLIES	CSUM-103089	12/10/21	1,559.60	20157
101-233-732.000	COMPUTER SUPPLIES	GLOBAL OFFICE SOLUTION	OFFICE SUPPLIES/COMPUTER SUPPLIES	CSUM-103089	12/10/21	295.20	20157
101-233-732.000	COMPUTER SUPPLIES	GLOBAL OFFICE SOLUTION	OFFICE SUPPLIES/COMPUTER SUPPLIES	CSUM-103089	12/10/21	262.49	20157
101-233-803.315	SUPPORT SERVICES	RAPID SHRED	SHREDDING PICKUP FOR NOVEMBER	87306	12/10/21	370.00	20161
101-233-850.000	TELEPHONE	FRONTIER	TELEPHONE (	113021	11/30/21	107.49	1190688
101-233-850.000	TELEPHONE	FRONTIER	TELEPHONE (	113021	11/30/21	50.88	1190688
101-233-850.000	TELEPHONE	FRONTIER	TELEPHONE (	113021	11/30/21	50.38	1190688
101-233-850.000	TELEPHONE	FRONTIER	TELEPHONE (	113021	11/30/21	55.01	1190688
101-233-850.000	TELEPHONE	FRONTIER	TELEPHONE (	113021	11/30/21	26.45	1190688
101-233-850.000	TELEPHONE	FRONTIER	TELEPHONE (	113021	11/30/21	103.43	1190688
101-233-850.000	TELEPHONE	FRONTIER	TELEPHONE (	113021	11/30/21	229.73	1190688
101-233-850.000	TELEPHONE	TELNET WORLDWIDE	LONG DISTANCE - COUNTY BUILDINGS	120721	12/07/21	979.45	20197
101-233-934.000	MAINTENANCE AGREEMENT	D.L. GALLIVAN OFFICE S	COPIER AGREEMENT	IN106355	12/10/21	2,744.91	1190714
			Total For Dept 233 PURCHASING			10,780.07	
Dept 245 SURVEY & REMONUMENTATION GRANT							
101-245-801.021	CONTRACTUAL ADM. SERVICES	THOMAS STEPHENSON	REPRESENTATIVE FEE FOR SURVEY REMON	21000-1	12/10/21	4,805.00	20175
101-245-801.202	PEER GROUP SERVICES	CHRISTIAN MARBACH	PER DIEMS - SRUVEY REMONUMENTATION	222354	12/10/21	130.00	1190744
101-245-801.202	PEER GROUP SERVICES	MATTHEW REINKING	PER DIEMS - 2 MEETINGS - CASS COUNT	2021 CASS CO SUR	12/10/21	130.00	20183
101-245-801.202	PEER GROUP SERVICES	MIKEL CURRIER	PER DIEMS - 2 MEETINGS - SURVEY REM	2021 CASS CO SUR	12/10/21	130.00	20184
101-245-801.812	CONTRACTUAL SURVEY SERVICE	ABONMARCHE CONSULTANTS	CASS COUNTY REMONUMENATION PROGRAM	138188	12/10/21	6,150.00	20142
101-245-801.812	CONTRACTUAL SURVEY SERVICE	JONES PETRIE RAFINSKI	COUNTY REMONUMENTATION PROGRAM	10/15/21	12/10/21	2,137.50	20174
101-245-801.812	CONTRACTUAL SURVEY SERVICE	STEPHENSON & ASSOCIATE	CORNER REMONUMENTATION FEES	21000	12/10/21	6,150.00	20182
			Total For Dept 245 SURVEY & REMONUMENTATION GRANT			19,632.50	
Dept 253 TREASURER							
101-253-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	MICHIGAN ASSOC OF COUN	MACT MEMBERSHIP DUES	2272	12/10/21	200.00	1190729
101-253-861.000	CONFERENCE/MEETINGS/TRAINI	MICHIGAN ASSOC OF COUN	NEW TREASURER TRAINING	2441	12/10/21	55.00	1190729
			Total For Dept 253 TREASURER			255.00	
Dept 258 INFORMATION SYSTEMS							
101-258-975.088	PC REPLACEMENTS	CDW GOVERNMENT, INC.	REPLACEMENT PC'S - DISTRICT COURT (	N609261	12/10/21	2,905.41	20177
101-258-975.088	PC REPLACEMENTS	CDW GOVERNMENT, INC.	NEW PC FOR IT DIRECTOR	P068200	12/10/21	1,182.63	20177
101-258-980.000	NEW EQUIPMENT	CDW GOVERNMENT, INC.	SERIAL CARD FOR WINDSX PC	M828165	12/10/21	45.24	20177
101-258-983.000	SOFTWARE MAINT	SHI INTERNATIONAL CORP	SYMANTEC ENDPOINT YEARLY RENEWAL	B14432570	12/10/21	3,333.00	1190709
101-258-983.000	SOFTWARE MAINT	BMC SOFTWARE INC	IT SOFTWARE/INVENTORY MANAGEMENT LI	13444813	12/10/21	653.59	1190713
101-258-983.000	SOFTWARE MAINT	CDW GOVERNMENT, INC.	VEEAM RENEWAL FOR 2021-2022	N366432	12/10/21	8,041.00	20177
101-258-987.100	SOFTWARE MAINT-VIDEO COURT	BUSINESS INFORMATION S	COURT RECORDING SOFTWARE - 50% DOWN	86501-2	12/10/21	9,565.80	1190755
			Total For Dept 258 INFORMATION SYSTEMS			25,726.67	
Dept 265 MAINTENANCE							
101-265-746.010	UNIFORMS	UNIFIRST CORPORATION	UNIFORMS - MAINTENANCE	1433128	12/10/21	482.28	1190710
101-265-777.070	PROPANE FUEL	MARATHON OIL COMPANY	FUEL - MAINTENANCE	76440982	12/10/21	258.27	20169
101-265-801.060	PEST CONTROL - L&C	ROSE PEST SOLUTIONS	APPLICATION AT L&C BLDG	192360C	12/10/21	312.00	20171
101-265-803.004	CONTRACTUAL SVC	JEFFRY LOCKE	CONTRACTUAL MOWING/TRIMMING - OCTOB	301	12/10/21	720.00	1190748
101-265-803.005	CONTRAC - ENERGY AUD SAV %	TENURGY LLC	CONTRACTUAL ENERGY AUDIT SAVINGS SP	CASSCO-110	12/10/21	232.65	20163
101-265-804.102	CONTRACTUAL CLEANING - L&C	THE CLEANEST CO LLC	CONTRACTUAL CLEANING COUNTY BUILDIN	12	12/10/21	2,256.55	20164

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	heck #
Fund 101 TREASURER							
Dept 265 MAINTENANCE							
101-265-804.125	CONTRACTUAL CLEANING - COU	THE CLEANEST CO LLC	CONTRACTUAL CLEANING COUNTY BUILDIN	12	12/10/21	1,665.54	20164
101-265-804.133	CONTRACTUAL CLEANING - DO	THE CLEANEST CO LLC	CONTRACTUAL CLEANING COUNTY BUILDIN	12	12/10/21	290.00	20164
101-265-804.140	CONTRACTUAL CLEANING - SHE	THE CLEANEST CO LLC	CONTRACTUAL CLEANING COUNTY BUILDIN	12	12/10/21	134.32	20164
101-265-804.150	CONTRACTUAL CLEANING - ANI	THE CLEANEST CO LLC	CONTRACTUAL CLEANING COUNTY BUILDIN	12	12/10/21	53.73	20164
101-265-804.351	CONTRACTUAL LIFT STATION M	VILLAGE OF CASSOPOLIS	JAIL LIFT STATION	208	12/10/21	525.00	1190723
101-265-920.060	ELECTRICITY - PARKS	MIDWEST ENERGY COOPERA	ELECTRIC - PARKS/NEWTON HOME (8)	120921	12/10/21	83.78	20198
101-265-920.060	ELECTRICITY - PARKS	MIDWEST ENERGY COOPERA	ELECTRIC - PARKS/NEWTON HOME (8)	120921	12/10/21	41.63	20198
101-265-920.060	ELECTRICITY - PARKS	MIDWEST ENERGY COOPERA	ELECTRIC - PARKS/NEWTON HOME (8)	120921	12/10/21	75.12	20198
101-265-920.060	ELECTRICITY - PARKS	MIDWEST ENERGY COOPERA	ELECTRIC - PARKS/NEWTON HOME (8)	120921	12/10/21	75.36	20198
101-265-920.060	ELECTRICITY - PARKS	MIDWEST ENERGY COOPERA	ELECTRIC - PARKS/NEWTON HOME (8)	120921	12/10/21	71.34	20198
101-265-920.060	ELECTRICITY - PARKS	MIDWEST ENERGY COOPERA	ELECTRIC - PARKS/NEWTON HOME (8)	120921	12/10/21	15.49	20198
101-265-920.060	ELECTRICITY - PARKS	MIDWEST ENERGY COOPERA	ELECTRIC - PARKS/NEWTON HOME (8)	120921	12/10/21	12.98	20198
101-265-920.060	ELECTRICITY - PARKS	MIDWEST ENERGY COOPERA	ELECTRIC - PARKS/NEWTON HOME (8)	120921	12/10/21	130.21	20198
101-265-930.075	GENERAL REPAIRS	UNITED STATES LUMBER C	MAINTENANCE REPAIRS	ACCT#2-17920	12/10/21	293.11	1190711
101-265-930.075	GENERAL REPAIRS	GEN-X LIGHTING LLC	BULBS	2589/2590	12/10/21	345.00	1190712
101-265-930.075	GENERAL REPAIRS	GEN-X LIGHTING LLC	BULBS	2589/2590	12/10/21	1,871.50	1190712
101-265-930.075	GENERAL REPAIRS	CASS OUTDOOR POWER EQU	MAINTENANCE REPAIRS	2021	12/10/21	235.14	1190727
101-265-930.075	GENERAL REPAIRS	JOHN DEERE FINANCIAL	MOWER BLADES	P28696	12/10/21	28.82	1190737
101-265-930.075	GENERAL REPAIRS	TRANE	MODULE REPLACENT AT CCSO	312199114	12/10/21	2,409.52	20180
			Total For Dept 265 MAINTENANCE			12,619.34	
Dept 282 COURT GRANT PROGRAMS							
101-282-801.010	CONTRACTUAL	GRACE MULLER	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	800.00	20154
101-282-801.010	CONTRACTUAL	HEATHER PAULEY	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	56.24	20158
101-282-801.010	CONTRACTUAL	RAYMOND FLEMING	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	97.02	20159
101-282-801.010	CONTRACTUAL	BRADLEY WEST	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	208.00	20162
101-282-801.010	CONTRACTUAL	KIMBERLY PEET	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	800.00	20187
101-282-801.010	CONTRACTUAL	PRESTON COLLETT	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	234.00	20193
101-282-801.020	CONTRACTUAL SWIFT & SURE	TASIA ROBERTS	PROBLEM-SOLVING COURTS 11/18 - 12/1	101221	12/10/21	1,000.00	20156
101-282-801.020	CONTRACTUAL SWIFT & SURE	RAYMOND FLEMING	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	309.58	20159
101-282-801.020	CONTRACTUAL SWIFT & SURE	JESSEE SCHOETZOW	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	99.96	20160
101-282-801.020	CONTRACTUAL SWIFT & SURE	BRADLEY WEST	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	320.27	20162
101-282-801.020	CONTRACTUAL SWIFT & SURE	BARBARA M. HOWES	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	1,000.00	20176
101-282-801.020	CONTRACTUAL SWIFT & SURE	JONI PATZER	SWIFT AND SURE FINANCIAL 11/22 - 12	121021	12/10/21	390.00	20178
101-282-801.020	CONTRACTUAL SWIFT & SURE	KIMBERLY PEET	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	200.00	20187
101-282-801.020	CONTRACTUAL SWIFT & SURE	CLARENCE JAMES	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	460.00	20190
101-282-801.020	CONTRACTUAL SWIFT & SURE	PRESTON COLLETT	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	126.00	20193
101-282-801.090	CONTRACTUAL BYRNE JAG GRAN	CHELSEA SCHOETZOW	ATC/SC 11/18 THRU 12/10/21	120121	12/10/21	720.00	20155
101-282-801.090	CONTRACTUAL BYRNE JAG GRAN	RAYMOND FLEMING	ATC/SC 11/18 THRU 12/1/21	120121	12/10/21	884.71	20159
101-282-801.090	CONTRACTUAL BYRNE JAG GRAN	JESSEE SCHOETZOW	ATC/SC 11/18 THRU 12/1/21	120121	12/10/21	140.70	20160
101-282-801.090	CONTRACTUAL BYRNE JAG GRAN	BRADLEY WEST	ATC/SC 11/18 THRU 12/1/21	120121	12/10/21	411.56	20162
101-282-801.090	CONTRACTUAL BYRNE JAG GRAN	KIMBERLY PEET	ATC/SC 11/18 THRU 12/1/21	120121	12/10/21	200.00	20187
101-282-801.090	CONTRACTUAL BYRNE JAG GRAN	PRESTON COLLETT	ATC/SC 11/18 THRU 12/1/21	120121	12/10/21	360.00	20193
101-282-801.160	CONTRACTUAL SWIFT & SURE (	BARBARA M. HOWES	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	600.00	20176
101-282-801.160	CONTRACTUAL SWIFT & SURE (	CLARENCE JAMES	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	1,120.00	20190
101-282-801.315	CONTRACTUAL ADULT DRUG COU	MONIQUE DORTCH	ATC/SC 11/18 THRU 12/1/21	120121	12/10/21	966.00	20153
101-282-801.315	CONTRACTUAL ADULT DRUG COU	TASIA ROBERTS	ATC/SC 11/18 THRU 12/1/21	120121	12/10/21	800.00	20156
101-282-801.315	CONTRACTUAL ADULT DRUG COU	BARBARA M. HOWES	ATC/SC 11/18 THRU 12/1/21	120121	12/10/21	1,000.00	20176
101-282-801.315	CONTRACTUAL ADULT DRUG COU	PRESTON COLLETT	ATC/SC 11/18 THRU 12/1/21	120121	12/10/21	416.00	20193
			Total For Dept 282 COURT GRANT PROGRAMS			13,720.04	
Dept 301 OFFICE OF SHERIFF							
101-301-727.000	TECHNICAL SUPPLIES	TRI-TECH, INC.	EVIDENCE ROOM SUPPLIES	576716	12/10/21	104.44	1190739

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	heck #
Fund 101 TREASURER							
Dept 301 OFFICE OF SHERIFF							
101-301-727.000	TECHNICAL SUPPLIES	ELITE K-9 INC	K9 DRUG TRAINING SUPPLIES	248885A	12/10/21	145.18	20146
101-301-746.010	UNIFORMS	NYE UNIFORM CO.	UNIFORMS	797742	12/10/21	113.30	1190720
101-301-777.000	MOTOR FUEL/LUBRICANT	J & H OIL COMPANY	FUEL	CFSI-7280	12/10/21	36.34	20172
101-301-777.000	MOTOR FUEL/LUBRICANT	WRIGHT EXPRESS	FUEL 11/2021	76412508	12/10/21	5,680.23	20181
101-301-777.001	VEHICLE REPAIRS/MAINTENANC	CASS AUTO SUPPLY CO, I	VEH MAINT	1-121626	12/10/21	15.27	1190705
101-301-777.001	VEHICLE REPAIRS/MAINTENANC	GRAMES TIRE & BATTTERY	TIRES	17840	12/10/21	654.00	20185
101-301-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	R.A.D. SYSTEMS	KREINER RAD RENEWAL	22RCT 2126	12/10/21	75.00	1190735
101-301-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	MICHIGAN SHERIFFS' ASS	2022 MSA PROFESSIONAL DUES	20211336	12/10/21	1,000.00	1190743
			Total For Dept 301 OFFICE OF SHERIFF			7,823.76	
Dept 304 SECONDARY ROAD PATROL GRANT							
101-304-777.000	MOTOR FUEL/LUBRICANT	WRIGHT EXPRESS	FUEL 11/2021	76412508	12/10/21	500.83	20181
			Total For Dept 304 SECONDARY ROAD PATROL GRANT			500.83	
Dept 306 HOWARD TOWNSHIP POLICE							
101-306-777.000	MOTOR FUEL/LUBRICANT	WRIGHT EXPRESS	FUEL 11/2021	76412508	12/10/21	203.74	20181
			Total For Dept 306 HOWARD TOWNSHIP POLICE			203.74	
Dept 313 SHERIFF SMC SECURITY PROGRAM							
101-313-777.000	MOTOR FUEL/LUBRICANT	WRIGHT EXPRESS	FUEL 11/2021	76412508	12/10/21	109.41	20181
			Total For Dept 313 SHERIFF SMC SECURITY PROGRAM			109.41	
Dept 351 JAIL OPERATION							
101-351-727.000	TECHNICAL SUPPLIES	W. B. HAYDEN & SONS CO	BATTERY	227887	12/10/21	4.29	1190708
101-351-727.000	TECHNICAL SUPPLIES	DASH	JAIL GLOVES	INV1250592	12/10/21	168.90	1190745
101-351-735.060	IN COUNTY INMATE MEDICAL (	VAN BUREN/CASS DISTRIC	INMATE DENTAL	ARVIN C JOSEPH	12/10/21	250.00	1190706
101-351-735.060	IN COUNTY INMATE MEDICAL (	CORRECTIONAL RECOVERY	INMATE MEDICAL	Q1-100034172	12/10/21	3,158.38	20192
101-351-745.000	CLOTHING/BEDDING/TOILETRIE	BOB BARKER CO., INC.	INMATE SUPPLIES	INV1695645	12/10/21	194.10	1190701
101-351-746.010	UNIFORMS	NYE UNIFORM CO.	UNIFORMS	796604	12/10/21	125.95	1190720
101-351-775.000	CLEANING SUPPLIES	UNIFIRST CORPORATION	RUGS	099 0313128	12/10/21	45.05	1190710
101-351-775.000	CLEANING SUPPLIES	KSS ENTERPRISES	JAIL CLEANING SUPPLIES	1343414	12/10/21	161.27	1190736
101-351-777.000	MOTOR FUEL/LUBRICANT	WRIGHT EXPRESS	FUEL 11/2021	76412508	12/10/21	402.10	20181
101-351-801.054	DRUG TEST/PHYSICAL	MARILYN CHRISTENSEN	PSYCH ASSESSMENT	CHARLES MALESKI	12/10/21	100.00	1190734
101-351-813.100	LAUNDRY	KSS ENTERPRISES	JAIL CLEANING SUPPLIES	1343414	12/10/21	492.94	1190736
101-351-814.000	PRISONER BOARD (MEALS)	CANTEEN SERVICES, INC.	INMATE MEALS WEEK OF 11/14/21-11/20	111883	12/10/21	2,229.52	20144
101-351-814.000	PRISONER BOARD (MEALS)	CANTEEN SERVICES, INC.	INMATE MEALS WEEK OF 11/21/21-11/27	112060	12/10/21	2,224.60	20144
101-351-835.010	CONTRACTUAL DOCTOR	ADVANCED CORREC HEALTH	ONSITE JAIL MEDICAL 01/2022	112734	12/10/21	24,694.07	20147
101-351-933.500	SECURITY MAINTENANCE	SHI INTERNATIONAL CORP	REPLACEMENT AP'S FOR JAIL	B14438860	12/10/21	288.27	1190709
101-351-980.000	NEW EQUIPMENT	CDW GOVERNMENT, INC.	NEW BATTERY FOR JAIL LAPTOP	QUOTE MLCR723	12/10/21	93.80	20177
			Total For Dept 351 JAIL OPERATION			34,633.24	
Dept 430 ANIMAL CONTROL							
101-430-727.000	TECHNICAL SUPPLIES	MAI ANIMAL HEALTH	CADAVER BAGS	162004	12/10/21	256.21	1190758
101-430-777.000	MOTOR FUEL/LUBRICANT	J & H OIL COMPANY	FUEL	CFSI-7284	12/10/21	354.64	20172
101-430-801.000	PROFESSIONAL/CONTRACTUAL S	BERGMAN SMALL ANIMAL P	SPAY/NEUTER ASSISTANCE, DEPOSIT REI	479301	12/10/21	14.00	1190702
			Total For Dept 430 ANIMAL CONTROL			624.85	
Dept 602 HEALTH							
101-602-800.040	VAN BUREN-CASS DIST HEALTH	VAN BUREN/CASS DISTRIC	FY2020/2021 APPROPRIATION	120221	12/10/21	266,253.00	1190706
			Total For Dept 602 HEALTH			266,253.00	
Dept 682 VETERANS AFFAIRS							
101-682-803.200	CONTRACT SVCS - DENTAL	CASSOPOLIS DENTAL	DENTAL CARE - VETERANS	113021	12/10/21	1,374.20	20143

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	heck #
Fund 101 TREASURER							
Dept 682 VETERANS AFFAIRS							
			Total For Dept 682 VETERANS AFFAIRS			1,374.20	
Dept 851 INSURANCE/OTHER COSTS							
101-851-725.000	PROPERTY/LIABILITY INSURAN	MICHIGAN MUNICIPAL RIS	PROPERTY/LIABILITY INSURANCE INSTAL	POLICY#M0001266	12/10/21	62,577.25	1190716
			Total For Dept 851 INSURANCE/OTHER COSTS			62,577.25	
			Total For Fund 101 TREASURER			472,501.46	
Fund 208 PARKS SPECIAL REVENUE							
Dept 751 PARKS & RECREATION							
208-751-640.000	PARKS REVENUE	SHYANN BOWMAN	REFUND FOR PARKS RENTAL	014	12/10/21	50.00	1190757
208-751-640.000	PARKS REVENUE	BIANCA MAY	REFUND FOR PARKS RENTAL	081	12/10/21	150.00	1190759
208-751-727.000	SUPPLIES	MENARDS - ELKHART	SUPPLIES	97332	12/10/21	25.78	1190750
208-751-777.000	MOTOR FUEL/LUBRICANT	J & H OIL COMPANY	FUEL	050152	12/10/21	329.88	20172
208-751-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	SW MICHIGAN TOURIST CO	MEMBERSHIP FEE	3162	12/10/21	110.00	1190722
208-751-803.002	CONTRACTUAL (MOWING/JOY JC	RICHMOND SANITARY SERV	SEPTIC CLEANING	2833	12/10/21	260.00	1190731
208-751-803.003	CONTRACT SVCS - PARK EVENT	KORINE BACHLEDA	SPECIAL EVENT MUSIC	5678	12/10/21	85.00	1190740
208-751-930.001	SPECIAL EVENTS	FOUR SEASONS SALE & SE	RENTAL OF BOUNCE HOUSE FOR PARKS EV	79093	12/10/21	425.00	1190715
208-751-930.015	PARK REPAIRS	UNITED STATES LUMBER C	PARK REPAIRS	2112	12/10/21	107.87	1190711
			Total For Dept 751 PARKS & RECREATION			1,543.53	
			Total For Fund 208 PARKS SPECIAL REVENUE			1,543.53	
Fund 216 FAMILY DRUG COURT GRANTS							
Dept 166 FAMILY DRUG COURT							
216-166-801.053	CONTRACTUAL	MONIQUE DORTCH	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	931.50	20153
216-166-801.053	CONTRACTUAL	CHELSEA SCHOETZOW	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	956.88	20155
216-166-801.053	CONTRACTUAL	HEATHER PAULEY	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	272.78	20158
216-166-801.053	CONTRACTUAL	RAYMOND FLEMING	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	270.43	20159
216-166-801.053	CONTRACTUAL	JESSEE SCHOETZOW	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	570.22	20160
216-166-801.053	CONTRACTUAL	BRADLEY WEST	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	341.36	20162
216-166-801.053	CONTRACTUAL	BRANDY JONES	PROBLEM-SOLVING COURTS 11/18 - 12/1	121020	12/10/21	195.23	20165
216-166-801.053	CONTRACTUAL	SARAH WEBB	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	225.00	20166
216-166-801.053	CONTRACTUAL	BARBARA M. HOWES	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	1,000.00	20176
216-166-801.220	(SCAO) (MHSDCP) CONTRACTUA	GRACE MULLER	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	800.00	20154
216-166-801.220	(SCAO) (MHSDCP) CONTRACTUA	HEATHER PAULEY	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	62.96	20158
216-166-801.220	(SCAO) (MHSDCP) CONTRACTUA	RAYMOND FLEMING	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	47.84	20159
216-166-801.220	(SCAO) (MHSDCP) CONTRACTUA	JESSEE SCHOETZOW	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	75.88	20160
216-166-801.220	(SCAO) (MHSDCP) CONTRACTUA	BRADLEY WEST	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	24.20	20162
216-166-801.220	(SCAO) (MHSDCP) CONTRACTUA	BRANDY JONES	PROBLEM-SOLVING COURTS 11/18 - 12/1	121020	12/10/21	33.28	20165
216-166-801.220	(SCAO) (MHSDCP) CONTRACTUA	CLARENCE JAMES	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	1,200.00	20190
216-166-801.220	(SCAO) (MHSDCP) CONTRACTUA	PRESTON COLLETT	PROBLEM-SOLVING COURTS 11/18 - 12/1	121021	12/10/21	720.00	20193
			Total For Dept 166 FAMILY DRUG COURT			7,727.56	
			Total For Fund 216 FAMILY DRUG COURT GRANTS			7,727.56	
Fund 233 MARCELLUS TWP POLICE CONTRACT							
Dept 310 COPS FAST GRANT							
233-310-777.000	MOTOR FUEL/LUBRICANT	WRIGHT EXPRESS	FUEL 11/2021	76412508	12/10/21	222.45	20181
233-310-852.000	VEHICLE MAINTENANCE	CASS AUTO SUPPLY CO, I	VEH MAINT	1-121432	12/10/21	79.38	1190705
			Total For Dept 310 COPS FAST GRANT			301.83	
			Total For Fund 233 MARCELLUS TWP POLICE CONTRACT			301.83	

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	heck #
Fund 245 PUBLIC IMPROVEMENT FUND							
Dept 244 PUBLIC IMPROVEMENT							
245-244-980.000	NEW EQUIPMENT	SHI INTERNATIONAL CORP	VXRAIL/HYPERCONVEREGED INFRASTRUCTU	B14436789	12/10/21	2,143.71	1190709
245-244-980.000	NEW EQUIPMENT	SHI INTERNATIONAL CORP	VXRAIL/HYPERCONVERGED INFRASTRUCTUR	B14436814	12/10/21	2,143.71	1190709
			Total For Dept 244 PUBLIC IMPROVEMENT			4,287.42	
			Total For Fund 245 PUBLIC IMPROVEMENT FUND			4,287.42	
Fund 250 REGISTER OF DEEDS AUTOMATION							
Dept 219 CLERK-REGISTER							
250-219-983.000	SOFTWARE MAINT	TYLER TECHNOLOGIES	2 YEAR SSL CERTIFICATE	025-353967	12/10/21	175.00	1190742
			Total For Dept 219 CLERK-REGISTER			175.00	
			Total For Fund 250 REGISTER OF DEEDS AUTOMATION			175.00	
Fund 258 MIDC (MICHIGAN INDIGENT DEFENSE COMM.)							
Dept 258 INFORMATION SYSTEMS							
258-258-807.071	COUNSEL AT FIRST ARRAIGNME	HEIDI DUNCAN	COUNSEL AT FIRST ARRAIGNMENT FEES	DECEMBER 2021	12/10/21	4,290.00	20150
258-258-807.167	INDIGENT DEFENSE RETAINER	ROBERT KARDATZKE	INDIGENT DEFENSE RETAINER	DECEMBER 2021	11/29/21	8,580.00	1190684
258-258-807.167	INDIGENT DEFENSE RETAINER	ROBERT KARDATZKE	INDIGENT DEFENSE RETAINER	DECEMBER 2021	11/29/21	289.00	1190684
258-258-807.167	INDIGENT DEFENSE RETAINER	ROBERT W DRAKE	INDIGENT DEFENSE RETAINER	DECEMBER 2021	11/29/21	8,580.00	1190685
258-258-807.167	INDIGENT DEFENSE RETAINER	ROBERT W DRAKE	INDIGENT DEFENSE RETAINER	DECEMBER 2021	11/29/21	289.00	1190685
258-258-807.167	INDIGENT DEFENSE RETAINER	ROBERT W DRAKE	INDIGENT DEFENSE RETAINER	DECEMBER 2021	11/29/21	1,200.00	1190685
			Total For Dept 258 INFORMATION SYSTEMS			23,228.00	
			Total For Fund 258 MIDC (MICHIGAN INDIGENT DEFENS			23,228.00	
Fund 260 ANIMAL CONTROL DONATION FUND							
Dept 430 ANIMAL CONTROL							
260-430-801.131	SPAY/NEUTER SERVICES	BERGMAN SMALL ANIMAL P	SPAY/NEUTER ASSISTANCE, DEPOSIT REI	479301	12/10/21	80.00	1190702
260-430-801.131	SPAY/NEUTER SERVICES	FEDORE LARGE ANIMAL VE	SPAY/NEUTER ASSISTANCE MORSE	57956	12/10/21	50.00	1190751
260-430-802.049	VETERINARY SERVICES	BERGMAN SMALL ANIMAL P	SPAY/NEUTER ASSISTANCE, DEPOSIT REI	479301	12/10/21	1,247.56	1190702
260-430-880.000	ADVERTISING/PROMOTION	DOLLAR GENERAL - REGIO	CANDY FOR T.K LAWLESS TUNK AND TRE	1001109959	12/10/21	80.00	1190738
			Total For Dept 430 ANIMAL CONTROL			1,457.56	
			Total For Fund 260 ANIMAL CONTROL DONATION FUND			1,457.56	
Fund 261 CENTRAL DISPATCH FUND							
Dept 301 OFFICE OF SHERIFF							
261-301-775.000	CLEANING SUPPLIES	UNIFIRST CORPORATION	RUGS	099 0312267	12/10/21	32.78	1190710
261-301-803.075	CONTRACTUAL CLEANING	THE CLEANEST CO LLC	CONTRACTUAL CLEANING COUNTY BUILDIN	12	12/10/21	125.18	20164
261-301-850.000	TELEPHONE	FRONTIER	TELEPHONE (	113021	11/30/21	124.68	1190688
261-301-922.000	WATER / SEWER	CASSOPOLIS VILLAGE TRE	DISPATCH WATER/SEWER 10/15/21-11/16	1VC1209	12/10/21	110.66	1190707
			Total For Dept 301 OFFICE OF SHERIFF			393.30	
			Total For Fund 261 CENTRAL DISPATCH FUND			393.30	
Fund 268 CORRECTION OFFICERS TRAINING							
Dept 362 JAIL TRAINING							
268-362-861.000	CONFERENCE/MEETINGS/TRAIN	KALAMAZOO VALLEY COMMU	CORRECTIONS ACADEMY	S0229205	12/10/21	1,200.00	1190732
			Total For Dept 362 JAIL TRAINING			1,200.00	
			Total For Fund 268 CORRECTION OFFICERS TRAINING			1,200.00	
Fund 271 C.C. DRUG ENFORCEMENT TEAM							
Dept 301 OFFICE OF SHERIFF							

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Fund 271 C.C. DRUG ENFORCEMENT TEAM							
Dept 301 OFFICE OF SHERIFF							
271-301-727.012	DRUG TEAM SUPPLIES	ELITE K-9 INC	K9 DRUG TRAINING SUPPLIES	248885A	12/10/21	145.18	20146
271-301-727.012	DRUG TEAM SUPPLIES	GLOBAL OFFICE SOLUTION	OFFICE SUPPLIES/COMPUTER SUPPLIES	CSUM-103089	12/10/21	120.73	20157
271-301-777.000	MOTOR FUEL/LUBRICANT	WRIGHT EXPRESS	FUEL 11/2021	76412508	12/10/21	995.25	20181
271-301-850.000	TELEPHONE	FRONTIER	CRIME LINE 11/22/21-12/21/21	2694458149082395	12/10/21	56.55	1190749
271-301-850.000	TELEPHONE	TRANSUNION RISK & ALT.	TLOXP 11/2021	267082-202111-1	12/10/21	108.50	1190754
271-301-920.000	UTILITIES	SEMCO ENERGY	NATURAL GAS (3)	12062021	12/06/21	43.64	20196
271-301-920.000	UTILITIES	SEMCO ENERGY	NATURAL GAS (3)	12062021	12/06/21	25.61	20196
271-301-920.000	UTILITIES	SEMCO ENERGY	NATURAL GAS (3)	12062021	12/06/21	24.76	20196
271-301-920.000	UTILITIES	MIDWEST ENERGY COOPERA	CCDET UTILITIES 10/15/21-11/15/21	2850801	12/10/21	171.47	20145
271-301-920.000	UTILITIES	MIDWEST ENERGY COOPERA	CCDET UTILITIES 10/15/21-11/15/21	2851202	12/10/21	144.64	20145
271-301-920.000	UTILITIES	MIDWEST ENERGY COOPERA	CCDET UTILITIES 10/15/21-11/15/21	3813101	12/10/21	45.55	20145
			Total For Dept 301 OFFICE OF SHERIFF			1,881.88	
			Total For Fund 271 C.C. DRUG ENFORCEMENT TEAM			1,881.88	
Fund 272 K-9 DRUG FUND							
Dept 301 OFFICE OF SHERIFF							
272-301-777.000	MOTOR FUEL/LUBRICANT	WRIGHT EXPRESS	FUEL 11/2021	76412508	12/10/21	360.67	20181
272-301-811.200	VETERINARY SERVICES/K-9 SU	COMMUNITY MILLS, INC.	FAUST/NEERA	00479428	12/10/21	16.13	1190703
			Total For Dept 301 OFFICE OF SHERIFF			376.80	
			Total For Fund 272 K-9 DRUG FUND			376.80	
Fund 283 COMMUNITY DEVELOPMENT GRANT							
Dept 707 COMM DEVELOPMENT HOUSING GRANT							
283-707-700.050	PROGRAM INCOME EXPENDITURE	CITY OF DOWAGIAC	ADMINISTRATION FEES - CDBG FUNDS WA	113021	11/30/21	1,152.00	1190687
			Total For Dept 707 COMM DEVELOPMENT HOUSING GRANT			1,152.00	
			Total For Fund 283 COMMUNITY DEVELOPMENT GRANT			1,152.00	
Fund 284 COMMUNITY CORRECTIONS GRANT							
Dept 362 JAIL TRAINING							
284-362-801.064	CONTRACTUAL COGNITIVE MRT	PRESTON COLLETT	JAIL MRT 10/2021	11072021	12/10/21	600.00	20193
			Total For Dept 362 JAIL TRAINING			600.00	
			Total For Fund 284 COMMUNITY CORRECTIONS GRANT			600.00	
Fund 290 SOCIAL WELFARE FUND							
Dept 670 SOCIAL SERVICES DEPARTMENT							
290-670-701.000	EXPENDITURES	MICHIGAN REHABILITATIO	ICTA AGREEMENT CONTRIBUTION TO MRS '	112421	12/10/21	3,000.00	1190753
			Total For Dept 670 SOCIAL SERVICES DEPARTMENT			3,000.00	
			Total For Fund 290 SOCIAL WELFARE FUND			3,000.00	
Fund 292 FAMILY COURT CHILD CARE FUND							
Dept 662 CHILD CARE - FAMILY							
292-662-801.150	COURT WRAPAROUND PROGRAM	ROBERT BROOKS	WRAPAROUND SERVICES 11/22 - 12/2/21	121021	12/10/21	1,540.00	20152
292-662-801.150	COURT WRAPAROUND PROGRAM	KARA COX	WRAPAROUND SERVICES 11/22/21 - 12/1	121021	12/10/21	480.00	20167
			Total For Dept 662 CHILD CARE - FAMILY			2,020.00	
			Total For Fund 292 FAMILY COURT CHILD CARE FUND			2,020.00	
Fund 296 HISTORICAL COMMISSION FUND							
Dept 803 HISTORICAL COMMISSION							

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	heck #
Fund 296 HISTORICAL COMMISSION FUND							
Dept 803 HISTORICAL COMMISSION							
296-803-701.000	EXPENDITURES	MIDWEST ENERGY COOPERA	ELECTRIC/PHONE - NEWTON HOME	12092021	12/10/21	61.44	20198
296-803-701.000	EXPENDITURES	MIDWEST ENERGY COOPERA	ELECTRIC/PHONE - NEWTON HOME	12092021	12/10/21	65.21	20198
			Total For Dept 803 HISTORICAL COMMISSION			126.65	
			Total For Fund 296 HISTORICAL COMMISSION FUND			126.65	
Fund 297 DHS CHILD CARE							
Dept 663 CHILD CARE - DHS							
297-663-842.001	PARENT AIDE	ROXANN RICE	DHHS PARENT AIDE 11/15/21 - 11/28/2	121021	12/10/21	472.50	20149
297-663-842.001	PARENT AIDE	JESSICA BISHOP	DHHS PARENT AIDE 11/1 - 11/28/21	121021	12/10/21	582.75	20189
			Total For Dept 663 CHILD CARE - DHS			1,055.25	
			Total For Fund 297 DHS CHILD CARE			1,055.25	
Fund 595 JAIL COMMISSARY FUND							
Dept 351 JAIL OPERATION							
595-351-726.000	SUPPLIES	CANTEEN SERVICES, INC.	INMATE COMMISSARY SALES WEEK OF 11/	111767	12/10/21	1,673.54	20144
595-351-726.000	SUPPLIES	CANTEEN SERVICES, INC.	INMATE COMMISSARY SALES WEEK OF 11/	111946	12/10/21	1,561.48	20144
595-351-726.020	COMMISSARY SUPPLIES - PHON	CENTRIC GROUP LLC	INMATE PHONES 11/2021	CASMI	12/10/21	2,857.30	1190756
			Total For Dept 351 JAIL OPERATION			6,092.32	
			Total For Fund 595 JAIL COMMISSARY FUND			6,092.32	
Fund 616 TAX REVOLVING CONTROL FUND							
Dept 254 TAX SALE							
616-254-801.018	18 TAX YR SALE EXPENDITURE	KREIS, ENDERLE, HUDGIN	LEGAL SERVICES RENDERED THROUGH 09/	329393 NJS	12/10/21	70.00	20168
616-254-801.018	18 TAX YR SALE EXPENDITURE	KREIS, ENDERLE, HUDGIN	LEGAL SERVICES RENDERED THROUGH 9/3	329392 NJS	12/10/21	216.00	20168
616-254-801.019	19 TAX YR SALE EXPENDITURE	CASS COUNTY CLERK/REGI	RECORD CERTIF. OF REDEMPTIONS	22-546	12/02/21	60.00	1190695
616-254-801.019	19 TAX YR SALE EXPENDITURE	TITLE CHECK, LLC	ADMINISTRATION FEES - 2019 FORFEITU	2111-26	12/10/21	2,730.00	1190730
			Total For Dept 254 TAX SALE			3,076.00	
			Total For Fund 616 TAX REVOLVING CONTROL FUND			3,076.00	
Fund 650 FITNESS CENTER							
Dept 000 TREASURER							
650-000-803.075	CONTRACTUAL CLEANING	THE CLEANEST CO LLC	CONTRACTUAL CLEANING COUNTY BUILDIN	12	12/10/21	125.18	20164
			Total For Dept 000 TREASURER			125.18	
			Total For Fund 650 FITNESS CENTER			125.18	
Fund 701 TRUST & AGENCY							
Dept 000 TREASURER							
701-000-214.000	DUE TO OTHER FUNDS	CASS COUNTY PUBLIC TRA	TRANSPORTATION - 2017 CASS COUNTY J	22-545	11/30/21	42,722.00	1190686
701-000-228.005	DUE TO STATE NOTARY FEES	MICHIGAN DEPARTMENT OF	DUE STATE NOTARY FEES NOVEMBER 2021	12062021 2	12/10/21	2.00	1190717
701-000-228.010	DUE STATE - S.E.T. TAX	STATE OF MICHIGAN	S.E.T AND MOBILE HOME TAX PAYMENTS	10312021	12/09/21	304,170.86	1190762
701-000-228.046	TRAILER COACH PARK TAX (TF	STATE OF MICHIGAN	S.E.T AND MOBILE HOME TAX PAYMENTS	10312021	12/09/21	702.00	1190762
701-000-228.058	CIVIL FILING FEE FUND (PRC	STATE OF MICHIGAN	FEES DUE TO STATE FOR NOVEMBER 2021	12.1.2021	12/10/21	3,776.00	1190752
701-000-228.059	STATE MINIMUM COST (FAMII	STATE OF MICHIGAN	FEE TRANSMITTAL FROM CASS COUNTY JU	120221	12/03/21	162.50	1190697
701-000-228.060	SHARED FEES (PROBATE)	STATE OF MICHIGAN	FEES DUE TO STATE FOR NOVEMBER 2021	12.1.2021	12/10/21	925.55	1190752
701-000-228.065	DUE TO STATE-FINGERPRINTS	STATE OF MICHIGAN	LIVESCAN FP 11/2021	551-593047	12/10/21	865.00	1190747
701-000-228.160	PISTOL PERMITS (CLERK)	MICHIGAN STATE POLICE-	CPL NEW AND RENEW NOVEMBER 2021	551-592782	12/10/21	4,283.00	1190746
701-000-228.300	DRIVERS LIC REIN FEES-DIST	MICHIGAN DEPARTMENT OF	STATE OF MICHIGAN TRANSMITTAL - D04	NOV 2021	12/10/21	514.20	1190718
701-000-228.370	CRIME VICTIMS RIGHTS FEES	MICHIGAN DEPARTMENT OF	CCFR STATE TRANSMITTAL NOVEMBER 20	1262021 4	12/10/21	1,860.81	1190718
701-000-228.372	CRIME VICTIMS RIGHTS FEES	MICHIGAN DEPARTMENT OF	STATE OF MICHIGAN TRANSMITTAL - D04	NOV 2021	12/10/21	4,747.97	1190718

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	heck #
Fund 701 TRUST & AGENCY							
Dept 000 TREASURER							
701-000-228.420	STATE COURT FUND (SCAO) (C	MICHIGAN DEPARTMENT OF	CCFR STATE TRANSMITTAL NOVEMBER 20	1262021 4	12/10/21	270.00	1190718
701-000-228.422	STATE COURT FUND (SCAO) (I	MICHIGAN DEPARTMENT OF	STATE OF MICHIGAN TRANSMITTAL - D04	NOV 2021	12/10/21	340.00	1190718
701-000-228.424	STATE COURT FUND (SCAO) (F	STATE OF MICHIGAN	FEES DUE TO STATE FOR NOVEMBER 2021	12.1.2021	12/10/21	250.00	1190752
701-000-228.440	CRIME VICTIM ASSMT FEE (PF	STATE OF MICHIGAN	FEE TRANSMITTAL FROM CASS COUNTY JU	120221	12/03/21	101.25	1190697
701-000-228.441	STATE REAL ESTATE TRANSFEF	REAL ESTATE TRANSF.TAX	TRANSFER TAX DUE STATE NOVEMBER 202	1262021 3	12/10/21	209,115.00	1190721
701-000-228.550	DNA FEES - DUE STATE (CLEF	MICHIGAN DEPARTMENT OF	CCFR STATE TRANSMITTAL NOVEMBER 20	1262021 4	12/10/21	56.55	1190718
701-000-228.561	DUE STATE-E RECORDING FILI	STATE OF MICHIGAN	FEES DUE TO STATE FOR NOVEMBER 2021	12.1.2021	12/10/21	650.00	1190752
701-000-228.563	DUE STATE-E RECORDING FILI	MICHIGAN DEPARTMENT OF	CCFR STATE TRANSMITTAL NOVEMBER 20	1262021 4	12/10/21	550.00	1190718
701-000-228.564	DUE STATE-E RECORDING FILI	MICHIGAN DEPARTMENT OF	STATE OF MICHIGAN TRANSMITTAL - D04	NOV 2021	12/10/21	1,015.00	1190718
701-000-228.570	CIVIL JURY DEMAND FEES (CI	MICHIGAN DEPARTMENT OF	CCFR STATE TRANSMITTAL NOVEMBER 20	1262021 4	12/10/21	25.00	1190718
701-000-228.572	CIVIL JURY DEMAND FEES (DI	MICHIGAN DEPARTMENT OF	STATE OF MICHIGAN TRANSMITTAL - D04	NOV 2021	12/10/21	520.00	1190718
701-000-228.580	CIRCUIT CT FILE ROOM (CLEF	MICHIGAN DEPARTMENT OF	CCFR STATE TRANSMITTAL NOVEMBER 20	1262021 4	12/10/21	2,618.00	1190718
701-000-228.582	CIVIL FILING FEE FUND (DIS	MICHIGAN DEPARTMENT OF	STATE OF MICHIGAN TRANSMITTAL - D04	NOV 2021	12/10/21	3,836.00	1190718
701-000-228.590	JUSTICE SYSTEM FUND (CLERF	MICHIGAN DEPARTMENT OF	CCFR STATE TRANSMITTAL NOVEMBER 20	1262021 4	12/10/21	1,792.80	1190718
701-000-228.592	JUSTICE SYSTEM FUND (DIST	MICHIGAN DEPARTMENT OF	STATE OF MICHIGAN TRANSMITTAL - D04	NOV 2021	12/10/21	9,387.00	1190718
701-000-255.000	DEPOSIT PAYABLE-SPAY/NEUTF	BERGMAN SMALL ANIMAL P	SPAY/NEUTER ASSISTANCE, DEPOSIT REI	479301	12/10/21	26.00	1190702
701-000-285.031	DEPOSITS PAYABLE (CLERK-LA	4TH DISTRICT COURT	JULIUS BLASSINGAME TO APPLY TO FINE	1262021 5	12/10/21	75.04	1190699
701-000-285.060	DEPOSITS PAYABLE (JUVENILE	AUTO OWNERS INS	RESTITUTION FROM M. NEEDHAM, FILE 1	12221	12/03/21	25.00	1190696
701-000-285.060	DEPOSITS PAYABLE (JUVENILE	SARAH JOHNSON	RESTITUTION FROM NATHAN RAMSEY	120221	12/03/21	25.00	1190698
701-000-285.090	DEPOSITS-BOC FLOWER/COFFEE	CASH	DONATION FROM BOC FOR EMPLOYEE CHRI	113021	11/30/21	200.00	1190689
			Total For Dept 000 TREASURER			595,609.53	
			Total For Fund 701 TRUST & AGENCY			595,609.53	
Fund 778 PAYROLL CLEARING FUND							
Dept 000 TREASURER							
778-000-231.075	DUE TO WORK COMP	MICHIGAN MUNICIPAL LEA	POLICY PREMIUM 7/1/21-7/1/22	1776206	12/10/21	25,020.00	20179
			Total For Dept 000 TREASURER			25,020.00	
			Total For Fund 778 PAYROLL CLEARING FUND			25,020.00	
Fund 841 LAKE LEVEL FUND							
Dept 275 DRAIN COMMISSIONER							
841-275-701.800	EXPENDITURES-DRAIN/LAKE	MIDWEST ENERGY COOPERA	ELECTRIC - TWIN LAKES DRAIN	1282021	12/10/21	108.39	20198
			Total For Dept 275 DRAIN COMMISSIONER			108.39	
			Total For Fund 841 LAKE LEVEL FUND			108.39	

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	heck #
		Fund Totals:					
			Fund 101 TREASURER			472,501.46	
			Fund 208 PARKS SPECIAL REVENUE			1,543.53	
			Fund 216 FAMILY DRUG COURT GRANTS			7,727.56	
			Fund 233 MARCELLUS TWP POLICE CONTRAC			301.83	
			Fund 245 PUBLIC IMPROVEMENT FUND			4,287.42	
			Fund 250 REGISTER OF DEEDS AUTOMATION			175.00	
			Fund 258 MIDC (MICHIGAN INDIGENT DEFE			23,228.00	
			Fund 260 ANIMAL CONTROL DONATION FUND			1,457.56	
			Fund 261 CENTRAL DISPATCH FUND			393.30	
			Fund 268 CORRECTION OFFICERS TRAINING			1,200.00	
			Fund 271 C.C. DRUG ENFORCEMENT TEAM			1,881.88	
			Fund 272 K-9 DRUG FUND			376.80	
			Fund 283 COMMUNITY DEVELOPMENT GRANT			1,152.00	
			Fund 284 COMMUNITY CORRECTIONS GRANT			600.00	
			Fund 290 SOCIAL WELFARE FUND			3,000.00	
			Fund 292 FAMILY COURT CHILD CARE FUND			2,020.00	
			Fund 296 HISTORICAL COMMISSION FUND			126.65	
			Fund 297 DHS CHILD CARE			1,055.25	
			Fund 595 JAIL COMMISSARY FUND			6,092.32	
			Fund 616 TAX REVOLVING CONTROL FUND			3,076.00	
			Fund 650 FITNESS CENTER			125.18	
			Fund 701 TRUST & AGENCY			595,609.53	
			Fund 778 PAYROLL CLEARING FUND			25,020.00	
			Fund 841 LAKE LEVEL FUND			108.39	
			Total For All Funds:			1,153,059.66	

CASS COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING

December 2, 2021

The Cass County Board of Commissioners met for their Regular Meeting on Thursday, December 2, 2021, in Commissioner Chambers.

Chair Dyes called the meeting to order at 6:30 p.m. Commissioner Marchetti provided the Invocation. Commissioner File led the Pledge of Allegiance to the Flag of the United States of America.

Clerk/Register Monica McMichael called roll:

COMMISSIONERS PRESENT: Ryan Laylin, Annie File, Skip Dyes, Roseann Marchetti, Mike Grice and Jeremiah Jones.

COMMISSIONERS ABSENT: Robert Benjamin.

STAFF PRESENT: County Administrator Jeff Carmen, Deputy County Administrator Matthew Newton and Clerk/Register Monica McMichael.

INTRODUCTION OF VISITORS

Visitors present introduced themselves.

PUBLIC COMMENT

CCIEA Union President Fern Smith stated that negotiations with the CCIEA Union continued. She went on to add that, in addition to the several grievances and an Unfair Labor Practice Charge, the CCIEA had a contractual issue concerning pay raises promised January 1, 2022. She informed commissioners that additional grievances would be filed if the issue was not remedied. She also notified commissioners that a county employee was sharing inappropriate information involving the union on Facebook.

Mason Township resident Charlie Arnold informed board members that he supported a change in the pension plan. He reminded commissioners that they represent over 50,000 residents.

Roseann Marchetti read a statement regarding the recent public comments from employees. She stated that the board directed Administrator Carmen to find a solution to address the unfunded liability in 2019. Administrator Carmen and Finance Director Moore were doing their job as instructed by the Board of Commissioners. She asked for the viciousness to stop.

Friend of the Court employee and Silver Creek Township resident Chelsea Olkowski shared that she was disappointed and frustrated with the treatment of County employees. She was unhappy to hear they may not receive raises on January 1st. She was also concerned over the County not paying employees if they contracted Covid as she may not have enough ETO or vacation time to use in order to be paid.

Penn Township resident Beth Pompey thanked Commissioner Marchetti for her statement. She asked the board to consider an alternative agreement by allowing current employees to remain in the defined benefit retirement plan while placing new hires in a defined contribution plan.

APPROVAL OF THE AGENDA

Commissioner Jones moved, seconded by Commissioner Marchetti, to approve the December 2, 2021 Cass County Board of Commissioner's Agenda. Motion to approve the agenda carried by voice vote.

RECOGNITIONS

None.

PRESENTATIONS

Van Buren/Cass District Health Department Director Danielle Persky shared information on the recent surge in Covid cases.

CONSENT AGENDA

Vice Chair Grice moved, seconded by Commissioner Marchetti, that the following items be voted on at one time by roll call vote and be considered as a consent agenda by the Board of Commissioners:

(M-203-21) A motion to approve Claims dated November 26, 2021.

(M-204-21) A motion to approve the November 18, 2021 Board of Commissioners Regular Meeting Minutes.

The Chair instructed the Clerk to call roll:

Yes (6): Commissioners Laylin, File, Dyes, Marchetti, Grice and Jones.

No (0): None.

Absent (1): Commissioner Benjamin.

The Consent Agenda carried by roll call vote.

COMMITTEE REPORTS

Commissioners Laylin, Marchetti and Jones offered Committee Reports.

ADMINISTRATOR'S REPORT

County Administrator Jeff Carmen presented the Administrator's Report.

PUBLIC SAFETY UPDATE

Sheriff Behnke provided a Public Safety Update.

COUNTY PARTNERS

Road Commission Manager Robert Thompson offered an update on Road Commission projects.

ELECTED OFFICIALS UPDATE

County Treasurer Hope Anderson informed commissioners that her office recently added measures to prevent fraud that would ensure the safety of public funds.

UNFINISHED BUSINESS

None.

NEW BUSINESS

M-205-21

Commissioner Laylin moved, seconded by Commissioner Jones, to appoint Jamie Stafne to the Road Commission Board for a six-year term ending December 31, 2027. Motion carried by voice vote.

R-206-21

Commissioner Grice moved, seconded by Commissioner Marchetti, to approve the following resolution:

FY2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT ARPA AGREEMENT

WHEREAS, the State of Michigan FY2021 Emergency Management Performance Grant American Rescue Plan Agreement between the Michigan Department of State Police Emergency Management Homeland Security Division and County of Cass has been submitted to the Cass County Board of Commissioners for approval.

NOW THEREFORE BE IT RESOLVED, that the Cass County Board of Commissioners on behalf of the County of Cass hereby accepts and binds the County of Cass to the terms and conditions of the Agreement and authorizes Dwight W. Dyes and Jeff Carmen to execute the Agreement.

The Chair instructed the Clerk to call roll:

Yes (6): Commissioners File, Dyes, Marchetti, Grice, Jones and Laylin.

No (0): None.

Absent (1): Commissioner Benjamin.

Resolution R-206-21 carried by roll call vote.

R-207-21

Commissioner Marchetti moved, seconded by Commissioner Laylin, to approve the following resolution:

RESOLUTION TO APPROVE AN INCREASE IN ANNUAL COMPENSATION FOR CASS COUNTY ROAD COMMISSION

WHEREAS, Managing Director Robert Thompson recommended an increase in the annual compensation for the Chair and Commissioners of the Cass County Road Commission; and

WHEREAS, the annual salary was last adjusted in 1973; and

WHEREAS, the increased compensation is paid by the Cass County Road Commission; and

WHEREAS, the Cass County Board of Commissioners must approve a change in the proposed annual compensation for the Cass County Road Commission.

NOW, THEREFORE, BE IT RESOLVED by the Cass County Board of Commissioners to approve an increase to the annual compensation of the Cass County Road Commission to $6,500.00 for the Chair and $6,000 for the other Commissioners.

The Chair instructed the Clerk to call roll:

Yes (6): Commissioners Dyes, Marchetti, Grice, Jones, Laylin and File.

No (0): None.

Absent (1): Commissioner Benjamin.

Resolution R-207-21 carried by roll call vote.

CLOSED SESSION

Chair Dyes informed the public that the board would take no action after the Closed Session.

M-208-21

Commissioner File moved, seconded by Commissioner Grice, to enter a Closed Session to discuss a confidential written legal opinion that is subject to attorney-client privilege and also to review the current status of Negotiations, Grievances and other Contractual disputes with the bargaining units of CCIEA and to include Monica McMichael, Jeff Carmen, Matt Newton, Judge Susan Dobrich, Courts Administrator Carol Bealor, Attorney Karl Butterer and Attorney Mike Blum.

The Chair instructed the Clerk to call roll:

Yes (6): Commissioners Marchetti, Grice, Jones, Laylin, File and Dyes.

No (0): None.

Absent (1): Commissioner Benjamin.

Motion to enter closed session carried by roll call vote. The meeting moved to closed session at 7:34 p.m.

The meeting returned to open session at 8:03 p.m.

ADJOURNMENT

Commissioner Jones moved, seconded by Commissioner Grice, to adjourn. Motion carried by voice vote.

The meeting adjourned at 8:04 p.m.

Approved: _____
Date

_____
Dwight Dyes, Chair

_____
Monica McMichael, Clerk/Register

CASS COUNTY
COUNTY ADMINISTRATOR'S OFFICE

ADMINISTRATOR'S REPORT – December 10th, 2021, CARMEN AND NEWTON

Meetings – In-Person & Virtual

- Facilities/Maintenance
- VBCD Health Department
- COVID-19
- Historic Courthouse Committee
- Personnel
- Veteran's Affairs
- MDOC/DTMB
- Bond Issues
- COVID-19
- Attorney Conybeare
- Market Van Buren – Zach Morris
- EDC – Les McClelland
- Commissioner Laylin
- Appointments Committee
- Negotiations
- MERS
- Personnel
- COVID-19
- Foster Swift
- VBCD Health Department
- COVID Testing
- VBCO Municipalities/MVB – Broadband/ARPA
- Commissioner Dyes
- Parks Board
- Office Moves
- Conservation District Annual Meeting
- Salary Committee

CASS COUNTY - 2021 ACCOMPLISHMENTS & ACHIEVEMENTS

- Adopted the 2021-2026 Community Park, Recreation, Open Space, and Greenway Plan.
- Purchased Ford Explorer XLT, 3 Ford Utility AWD vehicles, and 1 Chevrolet Equinox LT for the Sheriff's Department and 1 Chevrolet Equinox LT vehicles for CCDET.
- Approved Agreement with Lexipol for the automation of policies and procedures for law enforcement and corrections divisions of the Sheriff's Dept.
- Approved the addition of video communication services for inmates at Jail.
- Approved of the establishment of the Baron Lake Level District.
- Received first tranche ($5,029,509.00) of ARPA Funds and created ARPA Committee to manage and facilitate the use of said funds.
- Planning and Programming for Historic Courthouse Development.
- Jail Stall Improvements and Water Softener Replacements.
- Appointment of GIS Director, Finance Director, and Deputy Administrator.
- Completed new Classification and Compensation Study County-Wide.
- Approved and implemented Hyperconverged Infrastructure Project.
- Entered into 2-year agreement with Market Van Buren to drive economic development efforts throughout Cass County.
- Approved Jail Window Replacement Project.
- Approved upgrade of heating system at Jail.
- Sold Department of Corrections Building generating $300,000.00 in revenue.
- Approved Timber Harvest generating $95,000.00 in revenue.
- Approved County-Wide Building and Facilities Assessment.
- Approved implementation of county-wide ESRI ArcGIS Enterprise Software System.
- Approved Michigan Gateway Community Foundation Grant to Support Dowagiac River Restoration.
- Entered Agreement with City of Dowagiac to continue Emergency Repair Loan Program for County residents using CDBG Funds ($57,152 allocated for 2021/22).
- Approved Broadband Pilot Program in partnership with MEC and Jefferson Township.
- Approved 4 labor contracts.
- Approved salary increases for non-union employees of 3%.
- Completed Feasibility Study of Senior Housing Development in partnership with Cass County Medical Care Facility.
- Renewed focus on fostering effective relationships with County partners through increased collaboration and cooperation through County Leaders Meetings and adding County partners to BOC Agenda.
- Held 3 successful retreats during the year.

120 N. Broadway, Suite 200 ◊ Cassopolis, MI 49031
Telephone (269) 445-4420 ◊ Fax (269) 445-8978

CASS COUNTY
FINANCE DIRECTOR

TO: CASS COUNTY BOARD OF COMMISSIONERS
FROM: JENNIFER RENTFROW / FINANCE
DATE: NOVEMBER 30, 2021
RE: FINANCE REPORT

GENERAL FUND BUDGET TO ACTUAL SUMMARY REPORT

Attached you will find the General Fund Budget to Actual Summary Report. The report reflects the fiscal year budget & year-to-date activity total from October 1, 2021 through November 30, 2021, (FYE 9/30/22).

**Please note this is a preliminary report and is subject to change as it continues to be reviewed in depth to prepare for closing year-end and audit preparations.*

FINANCIAL ACTIVITY

Department Budgets:

Emergency Management – Wages are higher than budgeted due to staffing changes.

Health – 25% of annual allocation is paid in November to VanBuren Cass District Health Department.

Purchasing – A large prepay of postage was made that will last several months.

Notes:

This is an extremely busy time of year with many deadlines looming. The auditors are scheduled to be here the week of Jan 3, 2022.

A second round of Coronavirus Emergency Supplemental Funding (CESF) is now available for courts. The 2022 CESF Program will provide funding to Michigan circuit, district, and probate courts to respond to the coronavirus pandemic. In order to be considered for this funding, we completed/submitted an application. If approved – we could see an additional $ 75,000 in grant funding.

The Michigan Legislature has appropriated an additional $900,000 to enhance the work that the counties awarded grants through the FY22 MVAA County Veteran Service Fund grant. I will be working with Karee Krause so we can send off a Letter of Intent to be considered for additional funding for our current Veterans Grant.

All information required to be submitted/updated for the County Incentive Program has been completed in time for the December 1 deadline. This program bases a portion of our State Revenue Sharing on our Citizen Reporting and Transparency. Without compliance, Cass County would lose a portion of its revenue sharing. A huge shout out to Becky Moore & Matt Newton for pulling this all together while I was out of the office unexpectedly!

GENERAL FUND REVENUE BUDGET TO ACTUAL SUMMARY
AS OF 11/30/2021 (17% of Fiscal Year 2021-2022) Pending Audit

	ACTUAL @ 11/30/20	2021-2022 ORIGINAL	2021-2022 AMENDED	ACTIVITY FOR NOV 2021	ACTUAL @ 11/30/21	AVAILABLE BALANCE	% BDGT USED
REVENUE SOURCES LESS GRANT/REIMBURSEMENTS:							
FEES/SERVICES/PERMITS	219,028.07	1,932,920.00	1,932,920.00	158,674.68	298,865.20	1,634,054.80	15%
INTEREST & RENTS	11,182.31	149,500.00	149,500.00	2,010.42	34,663.02	114,836.98	23%
STATE FUNDING	156,250.17	1,705,612.00	1,705,612.00	0.00	184,168.84	1,521,443.16	11%
TRANSFERS IN	137,250.00	320,000.00	320,000.00	0.00	0.00	320,000.00	0%
TAXES	3,710,424.08	11,475,000.00	11,475,000.00	817,089.44	4,085,979.04	7,389,020.96	36%
SUB TOTAL	4,234,135	15,583,032	15,583,032	977,775	4,603,676	10,979,356	30%
GRANT/REIMBURSEMENTS:							
GRANTS	(348,220.06)	2,373,920.00	2,373,920.00	98,784.07	200,978.03	2,172,941.97	8%
LOCAL CONTRIBUTIONS	0.00	185,088.00	185,088.00	2,209.47	4,489.05	180,598.95	2%
REIMBURSEMENTS/OTHER REVENUE	4,544.81	325,550.00	325,550.00	13,906.08	28,623.08	296,926.92	9%
FUND BALANCE ALLOCATION	0.00	1,232,967.00	1,232,967.00	0.00	0.00	1,232,967.00	0%
SUB TOTAL	(343,675)	4,117,525	4,117,525	114,900	234,090	3,883,435	6%
TOTAL REVENUES	3,890,459	19,700,557	19,700,557	1,092,674	4,837,766	14,862,791	25%
TOTAL EXPENSES *(See Detail Below)*	4,023,961	20,964,000	20,969,650	1,254,992	3,596,871	17,372,779	17%

GENERAL FUND EXPENSE BUDGET TO ACTUAL SUMMARY
AS OF 11/30/2021 (17% of Fiscal Year 2021-2022) Pending Audit

	ACTUAL @ 11/30/20	2021-2022 ORIGINAL	2021-2022 AMENDED	ACTIVITY FOR NOV 2021	ACTUAL @ 11/30/21	AVAILABLE BALANCE	% BDGT USED
101 - BOARD OF COMMISSIONERS	15,220.72	171,411.00	171,411.00	7,486.12	23,565.36	147,845.64	14%
131 - CIRCUIT COURT	38,700.93	353,975.00	353,975.00	21,839.34	50,165.94	303,809.06	14%
136 - DISTRICT COURT	131,232.56	936,575.00	936,575.00	63,077.54	133,110.50	803,464.50	14%
141 - FOC	192,796.59	1,305,949.00	1,305,949.00	74,156.33	199,806.83	1,106,142.17	15%
148 - PROBATE COURT	68,062.36	447,545.00	447,545.00	31,071.19	71,592.46	375,952.54	16%
149 - FAMILY/JUVENILE COURT	115,784.39	811,860.00	811,860.00	48,483.05	105,042.02	706,817.98	13%
172 - ADMINISTRATION	195,852.95	247,175.00	247,175.00	20,742.29	48,257.63	198,917.37	20%
191 - ELECTIONS	15.54	37,900.00	37,900.00	2,222.18	3,853.51	34,046.49	10%
210 - CIVIL COUNSEL	25,550.00	50,000.00	50,000.00	14,761.00	40,391.50	9,608.50	81%
219 - CLERK-REGISTER	86,160.39	653,615.00	653,615.00	39,418.81	80,256.89	573,358.11	12%
223 - CONTROLLER	41,749.05	352,305.00	352,305.00	25,087.91	52,626.85	299,678.15	15%
225 - EQUALIZATION	29,601.66	270,730.00	270,730.00	20,463.72	38,156.29	232,573.71	14%
229 - PROSECUTING ATTORNEY	126,407.02	928,772.00	928,772.00	63,472.07	145,037.42	783,734.58	16%
230 - GIS	22,185.39	424,630.00	424,630.00	51,930.84	72,833.60	351,796.40	17%
231 - VICTIM RIGHTS GRANT	14,697.79	106,618.00	106,618.00	7,094.13	15,385.55	91,232.45	14%
233 - PURCHASING	44,636.15	177,400.00	177,400.00	11,332.15	49,035.98	128,364.02	28%
234 - VICTIM IMPACT PANEL	0.00	450.00	450.00	0.00	0.00	450.00	0%
245 - SURVEY & REMONUMENTATION GRANT	0.00	44,600.00	44,600.00	661.69	661.69	43,938.31	1%
253 - TREASURER	45,403.48	438,000.00	438,000.00	27,706.99	53,866.80	384,133.20	12%
257 - MSU EXTENSION	4,128.47	121,460.00	121,460.00	2,654.02	5,583.28	115,876.72	5%
258 - INFORMATION SYSTEMS	83,566.25	817,570.00	817,570.00	34,899.86	100,937.95	716,632.05	12%
265 - MAINTENANCE	74,408.28	1,080,819.00	1,080,819.00	83,838.56	133,000.46	947,818.54	12%
266 - LAW & COURTS SECURITY	11,074.10	135,842.00	135,842.00	10,917.84	22,533.72	113,308.28	17%
275 - DRAIN COMMISSIONER	22,185.27	123,882.00	123,882.00	7,190.12	14,749.43	109,132.57	12%
280 - SOIL CONSERVATION	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0%
282 - COURT GRANT PROGRAMS	48,460.79	711,452.00	711,452.00	43,599.45	68,510.49	642,941.51	10%
288 - HOUSEHOLD HAZ WASTE COLLECTION	0.00	9,500.00	9,500.00	0.00	0.00	9,500.00	0%
289 - SW MI SOLID WASTE CONSORTIUM	0.00	500.00	500.00	0.00	0.00	500.00	0%
301 - OFFICE OF SHERIFF	352,557.62	2,683,485.00	2,683,485.00	163,414.83	320,921.52	2,362,563.48	12%
303 - MILTON TOWNSHIP PATROL	0.00	9,079.00	9,079.00	0.00	0.00	9,079.00	0%
304 - SECONDARY ROAD PATROL GRANT	13,746.44	100,707.00	100,707.00	6,205.84	12,449.14	88,257.86	12%
306 - HOWARD TOWNSHIP POLICE	13,203.25	100,812.00	100,812.00	6,924.25	14,030.13	86,781.87	14%
313 - SHERIFF SMC SECURITY PROGRAM	4,452.27	23,401.00	23,401.00	2,322.92	4,253.94	19,147.06	18%

	ACTUAL @ 11/30/20	2021-2022 ORIGINAL	2021-2022 AMENDED	ACTIVITY FOR NOV 2021	ACTUAL @ 11/30/21	AVAILABLE BALANCE	% BDGT USED
324 - SENIOR SAFETY PROGRAM	4,265.47	28,248.00	28,248.00	2,200.94	4,594.49	23,653.51	16%
331 - MARINE SAFETY PROGRAM	2,617.49	32,790.00	32,790.00	0.00	149.53	32,640.47	0%
334 - MARINE LAKE ASSOC PATROL	0.00	2,400.00	2,400.00	0.00	0.00	2,400.00	0%
335 - BULLET PROOF VEST GRANT	0.00	5,800.00	5,800.00	0.00	0.00	5,800.00	0%
340 - MEDICAL MARIHUANA OPERATION GRAN	(19,521.00)	0.00	0.00	0.00	0.00	0.00	0%
351 - JAIL OPERATION	408,625.11	3,008,625.00	3,008,625.00	219,441.49	443,964.09	2,564,660.91	15%
400 - PLANNING COMMISSION	0.00	970.00	970.00	0.00	0.00	970.00	0%
401 - SW MI PLANNING COMM	0.00	4,981.00	4,981.00	0.00	0.00	4,981.00	0%
426 - EMERGENCY MGT/HOMELAND SECURIT	12,545.83	70,917.00	70,917.00	6,571.23	14,168.34	56,748.66	20%
430 - ANIMAL CONTROL	50,893.68	359,070.00	359,070.00	26,596.23	55,652.51	303,417.49	15%
441 - PUBLIC WORKS	0.00	450.00	450.00	0.00	0.00	450.00	0%
602 - HEALTH	266,253.00	249,566.00	249,566.00	0.00	0.00	249,566.00	0%
631 - SUBSTANCE ABUSE	0.00	58,721.00	58,721.00	0.00	0.00	58,721.00	0%
648 - MEDICAL EXAMINER	10,260.25	125,500.00	125,500.00	15,240.00	15,240.00	110,260.00	12%
673 - MENTAL HEALTH	0.00	114,000.00	114,000.00	28,500.00	28,500.00	85,500.00	25%
681 - VETERANS BURIALS	995.00	12,000.00	12,000.00	552.00	1,152.00	10,848.00	10%
682 - VETERANS AFFAIRS	10,116.51	165,042.00	165,042.00	5,694.67	11,364.82	153,677.18	7%
851 - INSURANCE/OTHER COSTS	64,611.50	493,000.00	493,000.00	0.00	125,154.50	367,845.50	25%
965 - TRANSFERS OUT	223,523.30	1,285,458.00	1,285,458.00	0.00	0.00	1,285,458.00	0%
965 - TRANSFERS OUT	1,166,935.04	1,263,443.00	1,269,093.20	57,220.79	1,016,313.99	252,779.21	80%
TOTAL EXPENDITURES	4,023,961	20,964,000	20,969,650	1,254,992	3,596,871	17,372,779	17%

FUND BALANCE ALLOCATION ANALYSIS

UNASSIGNED FUND BALANCE 9/30/15	5,126,404	*PER 9/30/15 Comprehensive Financial Report*
UNASSIGNED FUND BALANCE 9/30/16	5,449,774	*PER 9/30/16 Comprehensive Financial Report*
UNASSIGNED FUND BALANCE 9/30/17	6,011,346	*PER 9/30/17 Comprehensive Financial Report*
UNASSIGNED FUND BALANCE 9/30/18	5,779,269	*PER 9/30/18 Comprehensive Financial Report*
UNASSIGNED FUND BALANCE 9/30/19	6,073,472	*PER 9/30/19 Comprehensive Financial Report*
UNASSIGNED FUND BALANCE 9/30/20	7,950,059	*PER 9/30/20 Comprehensive Financial Report*
UNASSIGNED FUND BALANCE 9/30/21	7,789,314	***Pre-audit - estimated***
ADOPTED FUND BALANCE ALLOCATION	1,232,967	*Original 2021-2022 Budget as adopted*
	1,232,967	
EST. UNASSIGNED FUND BALANCE 9/30/21	6,717,092	

CASS COUNTY BOARD OF COMMISSIONERS

R-211-21

APPROVING THE 2022 ANNUAL SALARIES OF COUNTY ELECTED OFFICIALS

WHEREAS, the Ad-Hoc Salary Committee is comprised of Chair Dyes, Vice-Chair Grice, and Commissioner Laylin; and

WHEREAS, the Committee is charged with the responsibility of recommending the 2022 annual salaries for the Elected Officials serving Cass County; and

WHEREAS, the Committee recommends an increase in the 2022 annual salaries of the Cass County elected officials as set forth below:

Elected Official	Current Salary	2022 Salary
Prosecutor	$102,257.00	$122,257.00
Sheriff	$87,397.00	$102,397.00
Clerk/Register	$69,372.00	$79,372.00
Treasurer	$67,716.00	$77,716.00
Drain Commissioner	$57,153.00	67,153.00

NOW, THEREFORE, BE IT RESOLVED by the Cass County Board of Commissioners that the above schedule of proposed 2022 salaries, as recommended by the Committee, is hereby approved.

ADOPTED THIS 16th DAY OF DECEMBER, 2021.

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Dwight Dyes, Chair
CASS COUNTY BOARD OF COMMISSIONERS

R-212-21

BOARD OF COMMISSIONERS
COUNTY OF CASS, MICHIGAN

CASS COUNTY DECLARATION "LOCAL STATE OF EMERGENCY" EXTENSION

WHEREAS, on March 10, 2020, the County of Cass, Michigan was informed that in response to the novel coronavirus, COVID-19, a state of emergency was declared by the Governor of the State of Michigan; and

WHEREAS, on March 13, 2020, the County of Cass, Michigan was informed that in response to the novel coronavirus, COVID-19, a national state of emergency was declared by the President of the United States; and

WHEREAS, the Van Buren/Cass District Health Department was partially activated on March 2, 2020, and fully activated on March 17, 2020; and

WHEREAS, the Cass County Emergency Operations Center activated a Virtual EOC on April 8, 2020, in support of Public Health in acquiring resources to deal with the pandemic, the Virtual EOC has since been demobilized; however, remains ready to assist and may be partially or fully activated consistent with the Emergency Operations Plan which has been functioning since March 23, 2020 as necessary; and

WHEREAS, any widespread outbreak within the County of Cass could hinder and/or cease most daily operations within the entire County and overwhelm the Public Health Services, Emergency Medical Services, Hospitals and urgent care facilities; and

WHEREAS, COVID-19 cases continue to increase in numbers within Cass County, and the number of new cases are the highest since November of 2020; and

WHEREAS, as a result of the requirements placed on the local health department personnel (including, but not limited to, education, enforcement, contact tracing, planning, testing and vaccination deployment) additional staff, volunteers, services and supplies/equipment may be needed to continue to protect public health; and

WHEREAS, Michigan Department of Health and Human Services (MDHHS) and Michigan Occupational Safety and Health Administration (MIOSHA) rules and orders exist requiring, or advising of, preventative measures to be in place to protect public health, including limitations on gatherings and use of remote technologies; and

WHEREAS, in the absence of a current State of Michigan declared State of Emergency, it is necessary to declare a local State of Emergency.

NOW THEREFORE BE IT RESOLVED, that the Cass County Board of Commissioners, in accordance with Section 10 of 1976 PA 390, as amended, hereby declares that a "local state of emergency" exists within our jurisdiction as of November, 23, 2021, and that local resources and funding are being utilized to the fullest possible extent, and the Emergency Operations Plan will be partially or fully implemented as this pandemic necessitates.

BE IT FURTHER RESOLVED that this Declaration, which was scheduled to expire on December 31, 2021, will be extended until and expire on June 30, 2022, unless otherwise extended or repealed by the Cass County Board of Commissioners.

ADOPTED THIS 16th DAY OF DECEMBER, 2021

Monica McMichael, Clerk/Register
COUNTY OF CASS

Dwight W. Dyes, Chair
BOARD OF COMMISSIONERS

CASS COUNTY OFFICE OF SHERIFF

CASS COUNTY EMERGENCY MANAGEMENT

130 N Broadway Street
Cassopolis, MI 49031

davids@cassco.org
Office: 269-445-1460

To: Sheriff Richard J. Behnke
From: David L. Smith, Cass County EMC
Date: December 6th, 2021
RE: Cass County Declaration Local State of Emergency

Sheriff Behnke,

Cass County's Local State of Emergency that was adopted on March 18th, 2021, in response to the novel coronavirus, COVID-19, is due to expire on December 31, 2021, unless otherwise extended by the Cass County Board of Commissioners.

The conditions outlined in the March 18th, 2021, Local State of Emergency still exist within Cass County. Weekly COVID-19 Reports from the Van Buren / Cass County District Health Department continue to show Cass County's COVID-19 community transmission rate as High, and fully vaccinated population low. The continuing threat of COVID-19 and new emerging variants pose serious challenges to everyday life, and a threat to the health and welfare of the citizens of Cass County. Cass County is currently seeing it's third major surge in COVID-19 cases, with the highest number of new cases since November of 2020.

With support and information provided by the Van Buren / Cass County District Health Department, I am recommending the Cass County Local State of Emergency be extended until June 30th, 2022, supporting the response to COVID-19 and the conditions outlined in the Local State of Emergency. The Local State of Emergency serves notice to the State of Michigan, Michigan State Police Emergency Management / Homeland Security Division, that Cass County continues to need regional and state support and resources in our sustained response to COVID-19 and emerging variants. Extending the Local State of Emergency also assists the Van Buren / Cass County District Health Department when issuing public health orders and recommendations that align with the Local State of Emergency.

Sincerely,

David L. Smith

David L. Smith
Cass County Emergency Management Coordinator

CASS COUNTY BOARD OF COMMISSIONERS

R-213-21

AUTHORIZING STEP LEVEL HIRING ACROSS FULL PAY SCALE

WHEREAS, Section 4 of the Cass County Wage & Salary Administration Policy (03/17/2005) provides that the County Administrator may approve step level hiring at the midpoint of paygrades; and

WHEREAS, a number of recent cases have resulted in no qualified applicants for county positions either internally from county service or external from the community, or the applicants have been unwilling to accept the midpoint range in the grade and step; and

WHEREAS, economic conditions across the region have contributed to a labor shortage that is forecasted to continue through 2022; and

NOW, THEREFORE, BE IT RESOLVED by the Cass County Board of Commissioners that through December 31, 2022, the County Administrator is authorized to make "full use" of the compensation schedule when a Department Head or Elected Official determines it is necessary and in the County's interest to attract and maintain an acceptable level of talent. Additionally, in every instance of such use, the County Administrator will notify the Board of Commissioners by providing a copy of the County Employee Status Change Form together with a Memorandum explaining the necessity.

ADOPTED THIS 16th DAY OF DECEMBER, 2021

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS
COMMISSIONERS

Dwight Dyes, Chair
CASS COUNTY BOARD OF

R-214-21

COUNTY OF CASS
STATE OF MICHIGAN

RESOLUTION AUTHORIZING ACT 185 BONDS
CEDAR LAKE SEWER SYSTEM REFUNDING BONDS
(TOWNSHIP OF PORTER), SERIES 2022
(LIMITED TAX GENERAL OBLIGATION)

Minutes of a regular meeting of the Board of Commissioners (the "Board") of the County of Cass, State of Michigan (the "County"), held on December 16, 2021, at 6:30 p.m., Eastern Standard Time.

PRESENT: Commissioners_____

_____

ABSENT: Commissioners_____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, the County, pursuant to the authority conferred upon it by Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), did, by resolution duly adopted by at least a two-thirds (2/3) vote of the members-elect of its Board, establish a department of public works in and for the County for the administration of the powers conferred upon the County by Act 185; and

WHEREAS, pursuant to the authorization of Section 2 of Act 185, a Board of Public Works (the "Board of Public Works") has been appointed and is functioning as the governing body of said department; and

WHEREAS, the County through its Board of Public Works previously entered into certain contract(s) with the Township of Porter, County of Van Buren, State of Michigan (the "Local Unit") to acquire, construct and finance sanitary sewer system improvements; and

WHEREAS, the County through its Board of Public Works did enter into that certain contract with the Local Unit (the "Contract"), under which the County issued its Cass County Sewer System Limited Tax General Obligation Bonds, Series 2013A and 2013B, dated August 22, 2013 (together, the "Prior Bonds"); and

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), permits the County to refund all or part of the funded indebtedness of the County; and

WHEREAS, the Local Unit, the Board of Public Works and the County have been advised that current conditions in the bond market could permit the Prior Bonds to be refunded at a significant savings; and

WHEREAS, the Local Unit and the Board of Public Works have determined that it is in the best interest of the Local Unit and the County to refund all or a part of the Prior Bonds, and the Board of Public Works has recommended to this Board of Commissioners that such refunding be undertaken; and

WHEREAS, a Refunding Contract, dated as of June 1, 2021 (the "Refunding Contract" and together with the Contract, the "Contracts"), between the County, by and through the Board of Public Works and the Local Unit has been prepared pursuant to authority of Act 34 and Act 185 providing for the implementation of such refunding and for other details in connection therewith, the Refunding Contract made a part of this resolution by this reference thereto; and

WHEREAS, the Refunding Contract has been duly approved by resolutions of the Board of Public Works and the legislative bodies of the Local Unit and has been fully executed by the Local Unit; and

WHEREAS, the Refunding Contract must be approved by resolution of the County Board of Commissioners and then executed by the Board of Public Works; and

WHEREAS, the Board of Public Works has approved this resolution and recommended its adoption by this Board of Commissioners; and

WHEREAS, the County desires to sell the bonds pursuant to a negotiated sale in order to preserve maximum flexibility in the timing and structure of the transaction and to minimize the costs of issuance thereof.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF CASS, STATE OF MICHIGN AS FOLLOWS:

1. Refunding Contract. The Refunding Contract is hereby approved, confirmed and ratified. The County Clerk is authorized and directed to transmit such approval to the Board of Public Works. The Chairperson and the Secretary of the Board of Public Works are authorized and directed to execute the Contract for and on behalf of the County.

2. Issuance of Bonds and Bond Details. For the purpose of refunding all or part of the Prior Bonds and other expenses incident to the issuance of the bonds, there shall be borrowed the total sum of not to exceed One Million Eight Hundred Thousand Dollars ($1,800,000), or such lesser amount as determined by the County Administrator or Finance Director or the Chair of the Board of Public Works (each an "Authorized Officer"), and in evidence thereof bonds of the County shall be issued in an equivalent aggregate principal amount.

The bonds shall be designated "Cedar Lake Sewer System Refunding Bonds (Township of Porter), Series 2022 (Limited Tax General Obligation)", the principal of and interest thereon to be payable primarily out of the contractual payments required to be paid by the Local Unit pursuant to the Contracts, including without limitation payment of principal and interest on the

bonds (the "Contractual Payments"). The bonds shall be issued in fully-registered form of the denomination of $5,000, or any integral multiple thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, and dated as of the date of delivery or such other date as determined an Authorized Officer, at the time of sale of the bonds. The bonds shall mature on November 1 in the years and in the principal amounts as shall be finally determined by an Authorized Officer at the time of sale of the bonds; provided, however, that the final maturity date of the bonds shall be not later than November 1, 2052.

The bonds shall bear interest at a rate or rates to be determined upon negotiated sale thereof, but in any event not exceeding five percent (5.00%) per annum, payable semi-annually on November 1 and May 1 in the years as determined by an Authorized Officer at the time of sale of the bonds, by check drawn on the Paying Agent (hereinafter defined) for the bonds and mailed to the registered owner at the registered address as shown on the registration books of the County maintained by the Paying Agent. Interest shall be payable to the registered owner of record as of the fifteenth (15th) day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this Section may be changed by the County to conform to market practice in the future. The principal of the bonds shall be payable at a bank or trust company qualified to act as paying agent, transfer agent and bond registrar and designated by the Board of Public Works in the notice of sale of the bonds as published (the "Paying Agent") and the Board of Public Works and the County Treasurer each is hereby authorized to enter into all required contractual arrangements with the Paying Agent. In the event the bonds are not held in book-entry-only form as described herein, then the Paying Agent shall also act as bond registrar and transfer agent. The County, through the Board of Public Works or County Treasurer, may designate another qualified institution to serve as paying agent, transfer agent and bond registrar at any time by notice mailed to registered owners of the bonds not less than sixty (60) days prior to an interest payment date.

The bonds may be issued as serial or term bonds or both and shall be subject to optional or mandatory redemption prior to maturity at the times, in the manner and at the prices determined by the Authorized Officer at the time of sale of the bonds, provided that the bonds shall not be sold at a price less than 99% of the principal amount of the bonds, there is a net present value savings to be realized by the County, and the underwriter's discount shall not exceed one and one-quarter percent (1.25%) of the principal amount of the bonds.

3. Book-Entry-Only. The bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York ("DTC"). So long as the bonds are in the book-entry-only form, the Paying Agent shall comply with the terms of the Letter of Representations to be entered into among the County, the Paying Agent and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. The Chairman and the Secretary of the Board and the County Treasurer each is hereby authorized and directed to enter into the Letter of Representations with DTC in such form as determined by the Chairman or the Secretary of the Board or the County Treasurer, in consultation with bond counsel, to be necessary and appropriate. The Paying Agent is hereby authorized and directed to also enter into the Letter of Representations with DTC as agent for the County. In the event the County

determines that the continuation of the system of book-entry-only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the bonds, or the County, the County will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the County shall issue and the Paying Agent as transfer agent shall transfer and exchange bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to be identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the bonds, as provided herein.

4. Negotiated Sale. The County has considered the option of selling the bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34 and based on the advice of the Municipal Advisor (as defined below), has determined that a negotiated sale of the bonds provides the County with greater flexibility in structuring bond maturities and the timing of the sale of the bonds, and will enable the County to better market the bonds to the advantage of the County and its taxpayers.

5. Execution of the Bonds. The Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute said bonds by means of their manual or facsimile signatures when issued and sold for and on behalf of the County and cause the seal of the County, or a facsimile thereof, to be printed or impressed on the bonds. No bond of this series executed by facsimile signature shall be valid until authenticated by an authorized officer of the Paying Agent. The bonds shall be delivered to the Paying Agent for authentication and shall then be delivered to the purchaser in accordance with instructions from the Treasurer of the County or the Secretary of the Board upon payment of the purchase price for the bonds in accordance with the bid therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping.

In the event the bonds are not held in book-entry-only form, then any bond may be transferred upon the books required to be kept pursuant to this Section by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent as transfer agent. Whenever any bond or bonds shall be surrendered for transfer, the Paying Agent as transfer agent shall authenticate and deliver a new bond or bonds, for like aggregate principal amount. The Paying Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

6. Limited Tax Pledge of Local Unit. Said bonds and the interest thereon shall be payable primarily from the Contractual Payments received by the Board on behalf of the County, for the payment of which the Local Unit has in the Contracts pledged its full faith and credit pursuant to the provisions of Act 185. Pursuant to the provisions of Section 6, Article IX of the Michigan Constitution of 1963, the Local Unit has covenanted and agreed to levy taxes annually to the extent necessary to provide the funds to meet its Contractual Payments when due in anticipation of which the bonds are issued, which taxes shall be subject to statutory and constitutional tax rate limitations. All of such Contractual Payments are hereby pledged solely and only for the payment of principal of and interest on the bonds.

7. Limited Tax Pledge of the County. Pursuant to the authorization provided in Act 185, the full faith and credit of the County is hereby pledged for the prompt payment of the principal of and interest on the bonds as the same shall become due. If for any reason there are not sufficient funds on hand from the Contractual Payments to pay the principal of and interest on the bonds when due, upon written notification by the Board to the County Treasurer of the amount of such deficiency, the County Treasurer shall promptly deposit into the debt retirement fund for said bonds the amount of such deficiency out of general funds of the County. If it becomes necessary for the County to so advance any such moneys, it shall be entitled to reimbursement from any surplus from time to time existing in the fund which said principal and interest are primarily liable, or from any other legally available source. The County recognizes and covenants that its full faith and credit pledge hereunder is a first budget obligation, and, to the extent necessary to provide funds to meet such pledge herein provided, it is obligated to levy ad valorem taxes against the taxable property in the County, which taxes, however, shall be subject to statutory and constitutional tax rate limitations.

8. Debt Retirement Fund. It shall be the duty of the Board or the County Treasurer, after the adoption of this resolution and the sale of the bonds herein authorized, to establish a special depository account to be designated "Debt Retirement Fund – Cedar Lake Sewer System Refunding Bonds (Township of Porter), Series 2022" (the "Debt Retirement Fund") into which account shall be deposited accrued interest received upon delivery of the bonds, and all Contractual Payments as received, and into which account any advances made by the County pursuant to Section 7 of this resolution shall be deposited. The moneys from time to time on hand in the Debt Retirement Fund shall be used solely and only for the payment of the principal of and interest on the bonds, or, to the extent of any surplus, to reimburse the County for any advances made pursuant to Section 7 hereof. The County shall have the right to invest moneys in the Debt Retirement Fund as provided in the Contracts, which investments may be in obligations other than those of the depository bank or trust company.

9. Bond Proceeds. Proceeds of the bonds shall be used to pay the costs of issuance of the bonds and to secure payment of the Prior Bonds as provided in this paragraph. From the proceeds of the bonds there shall be set aside a sum sufficient to pay the costs of issuance of the bonds in a fund designated the "Cedar Lake Sewer System Refunding Bonds (Township of Porter), Series 2022 Costs of Issuance Fund" (the "Costs of Issuance Fund") which may be established by the County or by the Escrow Agent (hereinafter defined). Moneys in the Costs of Issuance Fund shall be used solely to pay expenses of issuance of the bonds. Any amounts remaining in the Costs of Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the bonds.

The balance of the proceeds of the bonds, together with any moneys transferred by the County at the time of sale of the bonds from the debt retirement fund for the Prior Bonds, and any other available funds provided by the County, shall be invested in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the "Escrow Fund") and used to pay principal of and interest on the Prior Bonds to be refunded. The Escrow Fund shall be held by a bank or trust company, as trustee and escrow agent (the "Escrow Agent"), in trust pursuant to an Escrow Agreement (the "Escrow Agreement") which shall irrevocably direct the Trustee to take all necessary steps to call for

redemption that portion of the Prior Bonds specified by an Authorized Officer upon sale of the bonds, including publication and mailing of redemption notices, on any date specified by the Authorized Officer on which the Prior Bonds may be called for redemption. The investments held in the Escrow Fund shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal of and interest on the Prior Bonds to be refunded as they become due pursuant to maturity or the call for redemption required by this paragraph, and an Authorized Officer is hereby authorized to select and retain on behalf of the County an Escrow Agent to serve under the Escrow Agreement. The Authorized Officers are each individually authorized and directed to purchase or cause to be purchased, Escrow Securities, including United States Treasury Obligations – State and Local Government Series (SLGS), in an amount sufficient to fund the Escrow Fund.

10. The System. The operation, maintenance and administration of the System shall be under the overall jurisdiction and control of the Board as agency of the County, and the provisions in the Contracts relative to such operation, maintenance and administration are hereby recognized, approved and confirmed.

11. Bond Form. Said bonds shall be in substantially the following form, with such changes as are authorized by an Authorized Officer in accordance with the terms of this resolution or necessary to complete the provisions hereof:

UNITED STATES OF AMERICA
STATE OF MICHIGAN

COUNTY OF CASS

Cedar Lake Sewer System Refunding Bonds (Township of Porter), Series 2022
(Limited Tax General Obligation)

Interest Rate	Date of Maturity	Date of Original Issue	CUSIP
	November 1, 20__	_____ 1, 2022	

Registered Owner:

Principal Amount: Dollars

The County of Cass, State of Michigan (the "County"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on _____ 1, 2022, and semiannually thereafter. Principal of this bond is payable at the corporate trust office of

_____, _____, Michigan, or such other paying agent as the County may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Paying Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the County maintained by the Paying Agent, by check or draft mailed to the registered owner at the registered address.

The bonds of this issue are payable primarily from the proceeds of contractual payments to be paid by the Township of Porter, County of Van Buren (the "Local Unit"), to the Board of Public Works of the County of Cass (the "Board"), acting for and on behalf of the County, pursuant to the Refunding Contract dated as of June 1, 2021 (the "Contract"), among the County and the Local Unit, whereby said Board, on behalf of the County, is to refund certain prior bonds of the County. By the provisions of the Contract and pursuant to the authorization provided by law, each Local Unit has pledged its full faith and credit for the payment of its contractual payments. The County has irrevocably pledged to the payment of this issue of bonds the total contractual payments under the Contract, which said total payments are established in the amount required to pay the principal of and interest on the bonds of this issue when due. As additional security for the payment of the bonds of this issue, the County, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and at least a three-fifths (3/5) vote of the members-elect of its Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon. The full faith and credit pledges of the Local Unit and the County are limited tax general obligations of each severally, and each is required to pay its respective debt service commitments on the bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which each is authorized to levy. However, the ability of each to levy such taxes is subject to applicable constitutional, statutory and charter tax rate limitations.

This bond is one of a total authorized issue of bonds of even Date of Original Issue aggregating the principal sum of $_____, issued pursuant to a resolution duly adopted by the Board of Commissioners of the County on December 16, 2021 (the "Resolution"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, Public Acts of Michigan, 1957, as amended, for the purpose of refunding a certain prior bond issue of the County. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Resolution.

[Bonds of this issue maturing in the years 2022 to 20__, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of $5,000 of this issue maturing in the years 20___ to 2048, inclusive, shall be subject to redemption prior to maturity, at the option of the County, in such order as the County shall determine, on any date on or after November 1, 20___, at par and accrued interest to the date fixed for redemption.]

[Insert Term Bond redemption provisions, if necessary.]

In case less than the full amount of an outstanding bond is called for redemption, the Paying Agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owners of bonds or portions thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. Bonds so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Paying Agent to redeem said bonds.

This bond is transferable only upon the registration books of the County kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed. The Transfer Agent will not be required to (i) issue, register the transfer of or

exchange any bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of bonds selected for redemption and ending at the close of business on the day of that mailing, or (ii) register the transfer of or exchange any bond selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the County, including this bond and the series of bonds of which this is one, does not exceed any constitutional or statutory debt limitation.

This bond is not valid or obligatory for any purpose until the Paying Agent's Certificate of Authentication on this bond has been executed by the Paying Agent.

IN WITNESS WHEREOF, the County, by its Board of Commissioners, has caused this bond to be signed in the name of said County with the facsimile signature of the Chairman of the Board of Commissioners and to be countersigned with the facsimile signature of the County Clerk and a facsimile of the corporate seal of said County to be printed hereon, all as of the Date of Original Issue.

COUNTY OF CASS

By_____
Its Chairman, Board of Commissioners

By_____
Its County Clerk

[FORM OF PAYING AGENT'S CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the bonds described in the within-mentioned Resolution.

_____
Paying Agent

By_____
Authorized Signature

Date of Authentication: _____, 2022

[*End Bond Form*]

12. Additional Bonds. Nothing contained in this resolution or the Contracts shall be construed to prevent the County from issuing additional bonds under the provisions of Act 185 for any of the purposes authorized by Act 185, but any such bonds shall in no way have any lien on or be payable out of the Contractual Payments pledged to the payment of the bonds of this authorized issue.

13. Alteration and Enforceability. The provisions of this resolution, together with the Contracts, shall constitute a contract between the County and the owner or owners of the bonds from time to time, and after the issuance of such bonds, no change, variation or alteration of the provisions of this resolution and the Contracts may be made which would lessen the security for the bonds. The provisions of this resolution and the Contracts shall be enforceable by appropriate proceedings taken by such owner either at law or in equity.

14. Covenants. The County covenants and agrees with the successive owners of the bonds that so long as any of the bonds remain outstanding and unpaid as to either principal or interest:

(a) The County and the Board, as agency of the County, will punctually perform all of their obligations and duties under this resolution and the Contracts, including all collection, segregation and application of the Contractual Payments in the manner required by the provisions of this resolution.

(b) The County will take or abstain from taking all actions required by the federal Internal Revenue Code and regulations thereunder as may be necessary to retain for the interest on the bonds the exemption from direct federal income taxation, including specifically all actions and abstention from actions as required by the Non-Arbitrage and Tax Compliance Certificate and related documents furnished in connection with the bonds.

15. Retention of Underwriter and Execution of Bond Purchase Agreement. The County hereby appoints Oppenheimer & Co., Inc. as senior managing underwriter for the bonds (the "Underwriter"). Each Authorized Officer is hereby authorized to appoint one or more co-managing underwriters, if recommended by the Municipal Advisor. Each Authorized Officer is further authorized to negotiate and award the sale of the bonds to the Underwriter pursuant to a bond purchase agreement, subject to the parameters set forth in this resolution. Each Authorized Officer is authorized to execute and deliver the bond purchase agreement on behalf of the County without further approval of the Board, *provided that* the interest rate on the bonds shall not exceed 5.00% per annum, there shall be net present value savings to be realized by the County, and the underwriter's discount shall not exceed 1.25% of the principal amount of the bonds.

An Authorized Officer may, without further approval or direction from the Board, execute a sale order evidencing the final terms of the bonds, and make any of the determinations, covenants and elections authorized by this resolution, provided that the final terms of the bonds shall be within the parameters set forth in this resolution.

16. Further Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transactions authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters.

17. Department of Treasury. The Authorized Officers are each hereby authorized to apply for prior approval to issue the bonds, if necessary, with the Michigan Department of Treasury, and to execute and deliver all other documents and certificates as may be required to be filed with the Michigan Department of Treasury to enable the bonds to be issued and delivered as contemplated by this resolution.

18. Official Statement; Qualification for Insurance; Ratings. Each Authorized Officer is hereby authorized and directed to (a) approve the circulation of a preliminary official statement describing the bonds and to deem the preliminary official statement "final" for purposes of Rule 15c2-12 of the SEC; (b) solicit bids for and approve the purchase of a municipal bond insurance policy for the bonds, if deemed economically advantageous to the County; (c) apply for ratings on the bonds; and, (d) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the bonds.

19. Continuing Disclosure. The County and the Local Unit, in accordance with the provisions of Rule 15c2-12, as may be amended, promulgated by the Securities and Exchange Commission, shall each enter into an undertaking for the benefit of the holders and beneficial owners of the bonds, as more specifically set forth in Exhibit A hereto (the "Undertakings"); provided, however, that the terms of the Undertakings are subject to completion and modification prior to delivery of the bonds by the authorized officer of the municipality executing the Undertakings as such authorized officer shall deem necessary to comply with law or market requirements. The Authorized Officers are each hereby authorized to execute and deliver the Undertaking on behalf of the County after completion and modification as provided in this resolution.

20. Further Actions. The officers, administrators, agents and attorneys of the County and the Department of Public Works are authorized and directed to execute and deliver all other agreements, documents and certificates and to take all other actions necessary to complete the issuance and delivery of the bonds in accordance with this resolution. The officers, administrators, agents and attorneys of the County and the Department of Public Works are authorized and directed to pay costs of issuance including Bond Counsel fees, Municipal Advisor fees, rating agency fees, Paying Agent fees, Escrow Agent fees, verification agent fees, Municipal Advisory Council fees, Michigan Department of Treasury fees, costs of printing the preliminary and final official statements, purchase of securities for the purpose of funding the Escrow, and any other costs necessary to accomplish sale and delivery of the bonds.

21. Defeasance. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided in this resolution.

[*Remainder of Page Intentionally Left Blank*]

22. Conflicts. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are repealed.

This resolution shall become effective immediately upon its passage.

AYES Members_____

_____

NAYS: Members_____

RESOLUTION DECLARED ADOPTED.

_____
Monica McMichael
County Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the County Board of Commissioners of the County of Cass, State of Michigan, at a regular meeting held on the December 16, 2021, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by said Act.

_____
Monica McMichael
County Clerk

EXHIBIT A

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by _____, State of Michigan (the "Municipality"), in connection with the issuance by the County of Cass of its Cedar Lake Sewer System Refunding Bonds (Township of Porter), Series 2022 (Limited Tax General Obligation) (the "Bonds"). The Municipality covenants and agrees for the benefit of the Bondholders, as hereinafter defined, as follows:

(a) *Definitions.* The following terms used herein shall have the following meanings:

"Audited Financial Statements" means the annual audited financial statement pertaining to the Municipality prepared by an individual or firm of independent certified public accountants as required by Act 2, Public Acts of Michigan, 1968, as amended, which presently requires preparation in accordance with generally accepted accounting principles.

"Bondholders" shall mean the registered owner of any Bond or any person (a) with the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including any person holding a Bond through a nominee, depository or other intermediary) or (b) treated as the owner of any Bond for federal income tax purposes.

"EMMA" shall mean the MSRB's Electronic Municipal Market Access System, or such other system, Internet Web site, or repository hereafter prescribed by the MSRB for the submission of electronic filings pursuant to the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended, as in effect on the date of this Undertaking, including any official interpretations thereof issued either before or after the date of this Undertaking which are applicable to this Undertaking.

"SEC" means the United States Securities and Exchange Commission.

(b) *Continuing Disclosure.* The Municipality hereby agrees, in accordance with the provisions of the Rule, to provide or cause to be provided to the MSRB through EMMA, on or before the last day of the 6th month after the end of the fiscal year of the Municipality, the following annual financial information and operating data, commencing with the fiscal year ending [_____, 2022], in an electronic format as prescribed by the MSRB:

(1) Updates of the numerical financial information and operating data included in the official statement of the Municipality relating to the Bonds (the "Official Statement") appearing in the Tables in the Official Statement as described below:

[Financial and operating data tables to be listed.]

(2) The Audited Financial Statements. provided, however, that if the Audited Financial Statements are not available by the date specified above, they shall be provided when available and unaudited financial statements will be filed by such date and the Audited Financial Statements will be filed as soon as available

Such annual financial information and operating data described above are expected to be provided directly by the Municipality or by specific reference to documents available to the public through EMMA or filed with the SEC.

If the fiscal year of the Municipality is changed, the Municipality shall send a notice of such change to the MSRB through EMMA, prior to the earlier of the ending date of the fiscal year prior to such change or the ending date of the fiscal year as changed.

(c) *Notice of Failure to Disclose.* The Municipality agrees to provide or cause to be provided, in a timely manner, to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of a failure by the Municipality to provide the annual financial information with respect to the Municipality described in subsection (b) above on or prior to the dates set forth in subsection (b) above.

(d) *Occurrence of Events.* The Municipality agrees to provide or cause to be provided in a timely manner to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of the occurrence of any of the following events listed in (b)(5)(i)(C) of the Rule with respect to the Bonds, if applicable, if material:

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(7) modifications to rights of holders of the Bonds, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution, or sale of property securing repayment of the Bonds, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the Issuer, which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;
(13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
(15) incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material; or
(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the Issuer, any of which reflect financial difficulties.

(e) *Materiality Determined Under Federal Securities Laws.* The Municipality agrees that its determination of whether any event listed in subsection (d) is material shall be made in accordance with federal securities laws.

(f) *Identifying Information.* All documents provided to the MSRB through EMMA shall be accompanied by the identifying information prescribed by the MSRB.

(g) *Termination of Reporting Obligation.* The obligation of the Municipality to provide annual financial information and notices of material events, as set forth above, shall be terminated if and when the Municipality no longer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, including upon legal defeasance of all Bonds.

(h) *Benefit of Bondholders.* The Municipality agrees that its undertaking pursuant to the Rule set forth in this Undertaking is intended to be for the benefit of the Bondholders and shall be enforceable by any Bondholder; provided that, the right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the Municipality's obligations hereunder and any failure by the Municipality to comply with the provisions of this Undertaking shall not constitute a default or an event of default with respect to the Bonds.

(i) *Amendments to the Undertaking.* Amendments may be made in the specific types of information provided or the format of the presentation of such information to the extent deemed necessary or appropriate in the judgment of the Municipality, provided that the Municipality agrees that any such amendment will be adopted procedurally and substantively in a manner consistent with the Rule, including any interpretations thereof by the SEC, which, to the extent applicable, are incorporated herein by reference. Such interpretations currently include the requirements that (a) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Municipality or the type of activities conducted thereby, (b) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (c) the amendment does not materially impair the interests of Bondholders, as determined by parties unaffiliated with the Municipality (such as independent legal counsel), but such interpretations may be changed in the future. If the accounting principles to be followed by the Municipality in the preparing of the Audited Financial Statements are modified, the annual financial information for the year in which the change is made shall present a comparison between the financial statements as prepared on the prior basis and the statements as prepared on the new basis, and otherwise shall comply with the requirements of the Rule, in order to provide information to investors to enable them to evaluate the ability of the Municipality to meet its obligations. A notice of the change in accounting principles shall be sent to the MSRB through EMMA.

IN WITNESS WHEREOF, the Municipality has caused this Undertaking to be executed by its authorized officer.

_____
State of Michigan

By _____

Its _____

Dated: _____, 2022

38416406.1/101520.00034

REFUNDING CONTRACT

THIS REFUNDING CONTRACT, made and entered into as of June 1, 2021 (the "Refunding Contract"), by and among the COUNTY OF CASS, a Michigan county corporation (the "County"), acting through its BOARD OF PUBLIC WORKS (the "BPW"), under the provisions of Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), and Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), (Act 34 and Act 185 together the "Acts"), and the TOWNSHIP OF PORTER, a Michigan civil township located in Van Buren County (the "Local Unit").

WITNESSETH:

WHEREAS, as authorized by Act 185, the County has previously established the Township of Porter Sewage Disposal System (the "System") within the County to serve the Local Unit; and

WHEREAS, pursuant to the provisions of Act 185, the County through the Board of Public Works and the Local Unit did enter into certain contract(s) to acquire, construct and finance sewage disposal system improvements to the System; and

WHEREAS, the County through its Board of Public Works did enter into that certain contract with the Local Unit (the "Contract"), under which the County issued its Cass County Sewer System Limited Tax General Obligation Bonds, Series A and Series B, dated August 22, 2013 (the "Prior Bonds"); and

WHEREAS, the Local Unit has requested and the County desires to exercise its right to call the Prior Bonds for redemption and issue bonds to provide for the refunding of the Prior Bonds; and

WHEREAS, it is the determination and judgment of the County, the BPW and the Local Unit that the Prior Bonds should be refunded to secure for the Local Unit the interest savings anticipated thereby; and

WHEREAS, the execution of this Refunding Contract is necessary in order to implement a refunding program.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

Section 1. Approval of Refunding. The County, the BPW and the Local Unit hereby approve and confirm the refunding of all or part of the outstanding Prior Bonds under the provisions of the Acts in the manner provided by and pursuant to this Refunding Contract.

Section 2. Issuance of Refunding Bonds. The County will issue refunding bonds designated as **Cedar Lake Sewer System Refunding Bonds (Township of Porter), Series 2021 (Limited Tax General Obligation)** (the "Refunding Bonds") in the aggregate principal amount of not to exceed One Million Eight Hundred Thousand Dollars ($1,800,000) in order to

pay all or a part of the costs of refunding the Prior Bonds. All costs of retiring the Prior Bonds and of issuing the Refunding Bonds, including payment of the principal of and interest on the Prior Bonds, underwriting discount, printing, administrative, legal expenses, credit enhancement costs, rating fees, registrar and paying agent, and escrow agent, if any, fees and all related expenses shall be paid from the proceeds of sale of the Refunding Bonds or from cash amounts to be made available to pay such costs.

Section 3. Actions of County and BPW. To carry out and accomplish the refunding in accordance with the provisions of Michigan law, the County and the BPW shall take the following steps:

a. The BPW will submit to the Board of Commissioners of the County a resolution providing for the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed One Million Eight Hundred Thousand Dollars ($1,800,000) (the "Refunding Bond Resolution"). The Refunding Bonds shall mature as authorized by law, and will be issued in anticipation of the debt service installment payments required to be made by the Local Unit as provided in the Contract and as hereinafter provided in this Refunding Contract and will be secured primarily by the contractual obligations of the Local Unit to pay said installments when due, including interest and secondarily, if approved by a three-fifths (3/5) majority of the members of the Board of Commissioners, by the full faith and credit of the County. After due adoption of the Refunding Bond Resolution by the County Board of Commissioners, the BPW will take all legal procedures and steps necessary to effectuate the sale, issuance and delivery of the Refunding Bonds.

b. The BPW in consultation with the Local Unit will make a determination based upon then prevailing market conditions if, and when, to refund the Prior Bonds.

c. The County and the BPW, upon receipt of proceeds of sale of the Refunding Bonds, will comply with all provisions and requirements of law, the Refunding Bond Resolution and this Refunding Contract relative to the disposition and use of the proceeds of the Refunding Bonds to refund the Prior Bonds and to pay the costs thereof.

d. The County will use Refunding Bonds proceeds to refund the Prior Bonds and pay costs of issuance and shall not make any investments or take any other actions which would cause the Refunding Bonds herein authorized to be constituted as arbitrage bonds pursuant to any applicable federal statutes or regulations.

Section 4. Payments by Local Unit. The full principal amount of the Refunding Bonds shall be charged to, and paid to the BPW by the Local Unit in annual principal installments, together with interest and other expenses as herein provided. It is understood and agreed that the Refunding Bonds of the County will be issued in anticipation of such payments by the Local Unit.

It is agreed that the Local Unit shall pay to the BPW the principal amounts of the Refunding Bonds thirty (30) days prior to the annual principal maturity date of the Refunding

Bonds (or on such other date as shall be agreed upon by the Local Unit and the BPW), and in addition, as accrued interest on the principal installments remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date shall be paid thirty (30) days prior to each interest payment date on the Refunding Bonds (or on such other date as shall be agreed upon by the Local Unit and the BPW). From time to time as the BPW is billed by the registrar/transfer/paying agent for the Refunding Bonds for their services, and as other costs and expenses accrue to the BPW from handling of the payments made by the Local Unit or from other action taken in connection with the Refunding Bonds, the BPW shall notify the Local Unit of the amount of such fees, costs and expenses, and the Local Unit shall, within thirty (30) days from such notification, remit to the BPW sufficient funds to pay such amounts. The Local Unit shall pay to the County additional sums, if any, due and owing on the Refunding Bonds at such times and in such manner as shall be required by the terms of the Refunding Bonds.

If the Refunding Bonds are redeemable prior to maturity at the option of the County, then the Local Unit shall have the right to prepay its installment payments due under this Refunding Contract and thereby request that the BPW cause redemption of all or part of the Refunding Bonds as provided in the Refunding Bonds. The BPW shall cause such notice or notices of redemption to be made at the times and in the manner prescribed in the Refunding Bonds. Notwithstanding the foregoing, the obligation of the Local Unit to make payments of principal and interest and premium, if any, for the Refunding Bonds shall continue hereunder until the Refunding Bonds are paid in full.

The BPW shall, within thirty (30) days after the delivery of the Refunding Bonds, furnish the Local Unit with a complete schedule of said installments and the interest thereon and due dates and shall also, at least thirty (30) days prior to each due date, advise the Local Unit, in writing, of the exact amount due on said date. The failure to give such notice shall not, however, excuse the Local Unit from making their required payments when due under the provisions hereof.

If any installment payment as herein provided is not paid when due, the amount so not paid shall be subject to a penalty in addition to interest of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

Section 5. Limited Tax Full Faith and Credit Pledge of Local Unit. The Local Unit, pursuant to authorization of Section 12 of Act 185, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for payment of the Refunding Bonds as expressed in this Refunding Contract. Pursuant to such pledge, if other funds are not available, the Local Unit shall be required to pay such amounts from its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the Local Unit in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Refunding Contract becoming due before the time of the following year's tax collections, such annual levy, however, to be subject to applicable constitutional, statutory and charter tax rate limitations. The herein stated contractual commitments of the Local Unit are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the Local Unit in anticipation of which the Refunding Bonds are issued. Nothing herein contained shall be construed to prevent the Local Unit from using any, or any combination of, the means and methods provided

in paragraph 2, Section 12 of Act 185 for the purpose of providing funds to meet its obligations under this Refunding Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

The Local Unit hereby acknowledges that it will use funds from all sources legally permitted by Act 185 for payment of the installments due under this Refunding Contract.

Section 6. Prepayments by Local Unit. Additional moneys over and above any of the payments specified in this Refunding Contract may be prepaid as provided in the Contract and other provisions of this Refunding Contract.

Section 7. Payment Default by Local Unit. In the event that the Local Unit shall fail for any reason to pay to the BPW at the times specified the amounts required to be paid by the provisions of this Refunding Contract, the BPW shall immediately give notice of such default and the amount thereof, in writing, to the Local Unit Treasurer, the County Treasurer of the County, the Treasurer of the State of Michigan, and such other officials charged with disbursement to the delinquent Local Unit of funds returned by the State and now or hereafter under Act 185 available for pledge as provided in this paragraph and in Section 17 of Act 185, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to the delinquent Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the delinquent Local Unit, to the extent permitted by law, to withhold from its respective aforesaid funds the maximum amount necessary to cure any deficit it may incur and to pay said sums so withheld to the BPW, to apply on its obligations in default as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and statutes, the purpose of this provision being to voluntarily pledge and authorize the use of said funds owing to the Local Unit to meet any of its past-due obligations due under the provisions of this Refunding Contract. In addition to the foregoing, the BPW shall have all other rights and remedies provided by law to enforce the obligations of the Local Unit to make its payments in the manner and at the times required by this Refunding Contract. The Local Unit agrees not to take any action to reduce the right of the County to receive the aforesaid state-returned moneys in the event of default.

Section 8. Preservation of Contract Provisions. All provisions of the Contract not inconsistent herewith, and particularly all covenants relative to the payment of and security for the Prior Bonds made by the Local Unit therein shall remain in full force and effect and shall apply with equal effect to the Refunding Bonds authorized hereby, it being understood that upon issuance of the Refunding Bonds, the Prior Bonds will be redeemed by purchase and the Refunding Bonds shall be substituted therefor and shall be outstanding in their place and stead.

Section 9. Additional Financing. Nothing herein contained shall in any way be construed to prevent additional financing under the provisions of Act 185 or any other law for the purpose of constructing all or any portion of additional necessary water or sewage disposal improvements in the Local Unit.

Section 10. Voidability of Refunding Contract; Payment of Expenses. The obligations and undertakings of each of the parties to this Refunding Contract shall be conditioned upon the successful accomplishment of the proposed refunding, and therefore if for any reason whatsoever the Refunding Bonds are not issued, then this Refunding Contract shall be considered void and of no force and effect; provided, however, that in such event, all costs and expenses shall be paid by the Local Unit in accordance with existing commitments to the County and the County shall not be obligated for such costs and expenses.

Section 11. Bondholders' Rights. The BPW and the Local Unit each recognize that the owners from time to time of the Refunding Bonds will have contractual rights in this Refunding Contract, and it is therefore covenanted and agreed by the BPW and the Local Unit that so long as any of the Refunding Bonds shall remain outstanding and unpaid, the provisions of this Refunding Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the Refunding Bonds or the prompt payment of principal of or interest thereon. The Local Unit and the BPW each further covenants and agrees that it will comply with its respective duties and obligations under the terms of this Refunding Contract promptly at all times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the Refunding Bonds, the security therefor, or the prompt payment of principal of and interest thereon. It is hereby declared that the terms of this Refunding Contract insofar as they pertain to the security of the Refunding Bonds shall be deemed to be for the benefit of the owners of the Refunding Bonds.

Section 12. Refunding Contract Term. This Refunding Contract shall remain in full force and effect for a period of thirty-three (33) years from the date hereof, or until such lesser time as the Refunding Bonds issued by the County are paid, at which time this Refunding Contract shall be terminated, and the provisions of the Contract relative to disposition of the System shall be carried out. In any event, the obligations of the Local Unit to make its payments required hereunder shall be terminated at such time as all of the Refunding Bonds are paid in full by the Local Unit, together with all interest and penalties and other obligations hereunder.

Section 13. Benefit of Refunding Contract. This Refunding Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

Section 14. Effective Date. This Refunding Contract shall become effective upon approval by the Township Board of the Local Unit, by the Board of Public Works of the County and by the Board of Commissioners of the County and when duly executed by the Supervisor and the Township Clerk of the Local Unit and the Chairperson and Secretary of the Board of Public Works for and on behalf of the County. This Refunding Contract may be executed in several counterparts.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year first above written.

COUNTY OF CASS
By the Board of Public Works

By_____
Chairperson

By_____
Secretary

TOWNSHIP OF PORTER

By_____
Its Supervisor

By_____
Its Township Clerk

37634331.2/101520.00034

R-215-21

COUNTY OF CASS
STATE OF MICHIGAN

RESOLUTION AUTHORIZING ACT 185 BONDS
WATER SYSTEM REFUNDING BONDS
(DIAMOND AND DONNELL LAKES AREA), SERIES 2022
(LIMITED TAX GENERAL OBLIGATION)

Minutes of a regular meeting of the Board of Commissioners (the "Board") of the County of Cass, State of Michigan (the "County"), held on December 16, 2021, at 6:30 p.m., Eastern Standard Time.

PRESENT: Commissioners_____

_____

ABSENT: Commissioners_____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, the County, pursuant to the authority conferred upon it by Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), did, by resolution duly adopted by at least a two-thirds (2/3) vote of the members-elect of its Board, establish a department of public works in and for the County for the administration of the powers conferred upon the County by Act 185; and

WHEREAS, pursuant to the authorization of Section 2 of Act 185, a Board of Public Works (the "Board of Public Works") has been appointed and is functioning as the governing body of said department; and

WHEREAS, the County through its Board of Public Works previously entered into a certain contract(s) with the Townships of Calvin, Jefferson, LaGrange and Penn, all located within the County of Cass, State of Michigan (the "Local Units") to acquire, construct and finance water system improvements; and

WHEREAS, the County through its Board of Public Works did enter into that certain DPW Contract, dated as of July 1, 2010, with the Local Unit (the "Contract"), under which the County issued its Cass County Water Supply System Limited Tax General Obligation Bonds, Series 2010A and Series 2010B (Diamond and Donnell Lakes Area), dated November 9, 2010 (the "Prior Bonds"); and

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), permits the County to refund all or part of the funded indebtedness of the County; and

WHEREAS, the Local Unit, the Board of Public Works and the County have been advised that current conditions in the bond market could permit the Prior Bonds to be refunded at a significant savings; and

WHEREAS, the Local Unit and the Board of Public Works have determined that it is in the best interest of the Local Unit and the County to refund all or a part of the Prior Bonds, and the Board of Public Works has recommended to this Board of Commissioners that such refunding be undertaken; and

WHEREAS, a Refunding Contract, to be dated as of January 1, 2022 (the "Refunding Contract" and together with the Contract, the "Contracts"), between the County, by and through the Board of Public Works and the Local Units has been prepared pursuant to authority of Act 34 and Act 185 providing for the implementation of such refunding and for other details in connection therewith, the Refunding Contract made a part of this resolution by this reference thereto; and

WHEREAS, the Refunding Contract will be duly approved by resolutions of the Board of Public Works and the legislative bodies of the Local Units and will be executed by the Local Units; and

WHEREAS, the Refunding Contract must be approved by resolution of the County Board of Commissioners and then executed by the Board of Public Works; and

WHEREAS, the Board of Public Works has approved this resolution and recommended its adoption by this Board of Commissioners; and

WHEREAS, the County desires to sell the bonds pursuant to a negotiated sale in order to preserve maximum flexibility in the timing and structure of the transaction and to minimize the costs of issuance thereof.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF CASS, STATE OF MICHIGN AS FOLLOWS:

1. Refunding Contract. The Refunding Contract is hereby approved, confirmed and ratified. The County Clerk is authorized and directed to transmit such approval to the Board of Public Works. The Chairperson and the Secretary of the Board of Public Works are authorized and directed to execute the Contract for and on behalf of the County.

2. Issuance of Bonds and Bond Details. For the purpose of refunding all or part of the Prior Bonds and other expenses incident to the issuance of the bonds, there shall be borrowed the total sum of not to exceed Seven Million Nine Hundred Thousand Dollars ($7,900,000), or such lesser amount as determined by the County Administrator or Finance Director or the Chair of the Board of Public Works (each an "Authorized Officer"), and in evidence thereof bonds of the County shall be issued in an equivalent aggregate principal amount.

The bonds shall be designated "Water System Refunding Bonds (Diamond and Donnell Lakes Area), Series 2022 (Limited Tax General Obligation)", the principal of and interest thereon to be payable primarily out of the contractual payments required to be paid by the Local

Units pursuant to the Contracts, including without limitation payment of principal and interest on the bonds (the "Contractual Payments"). The bonds shall be issued in fully-registered form of the denomination of $5,000, or any integral multiple thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, and dated as of the date of delivery or such other date as determined an Authorized Officer, at the time of sale of the bonds. The bonds shall mature on November 1 in the years and in the principal amounts as shall be finally determined by an Authorized Officer at the time of sale of the bonds; provided, however, that the final maturity date of the bonds shall be not later than November 1, 2050.

The bonds shall bear interest at a rate or rates to be determined upon negotiated sale thereof, but in any event not exceeding five percent (5.00%) per annum, payable semi-annually on November 1 and May 1 in the years as determined by an Authorized Officer at the time of sale of the bonds, by check drawn on the Paying Agent (hereinafter defined) for the bonds and mailed to the registered owner at the registered address as shown on the registration books of the County maintained by the Paying Agent. Interest shall be payable to the registered owner of record as of the fifteenth (15th) day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this Section may be changed by the County to conform to market practice in the future. The principal of the bonds shall be payable at a bank or trust company qualified to act as paying agent, transfer agent and bond registrar and designated by the Board of Public Works in the notice of sale of the bonds as published (the "Paying Agent") and the Board of Public Works and the County Treasurer each is hereby authorized to enter into all required contractual arrangements with the Paying Agent. In the event the bonds are not held in book-entry-only form as described herein, then the Paying Agent shall also act as bond registrar and transfer agent. The County, through the Board of Public Works or County Treasurer, may designate another qualified institution to serve as paying agent, transfer agent and bond registrar at any time by notice mailed to registered owners of the bonds not less than sixty (60) days prior to an interest payment date.

The bonds may be issued as serial or term bonds or both and shall be subject to optional or mandatory redemption prior to maturity at the times, in the manner and at the prices determined by the Authorized Officer at the time of sale of the bonds, provided that the bonds shall not be sold at a price less than 99% of the principal amount of the bonds, there is a net present value savings to be realized by the County, and the underwriter's discount shall not exceed one and one-quarter percent (1.25%) of the principal amount of the bonds.

3. Book-Entry-Only. The bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York ("DTC"). So long as the bonds are in the book-entry-only form, the Paying Agent shall comply with the terms of the Letter of Representations to be entered into among the County, the Paying Agent and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. The Chairman and the Secretary of the Board and the County Treasurer each is hereby authorized and directed to enter into the Letter of Representations with DTC in such form as determined by the Chairman or the Secretary of the Board or the County Treasurer, in consultation with bond counsel, to be necessary and appropriate. The Paying Agent is hereby authorized and directed to also enter into

the Letter of Representations with DTC as agent for the County. In the event the County determines that the continuation of the system of book-entry-only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the bonds, or the County, the County will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the County shall issue and the Paying Agent as transfer agent shall transfer and exchange bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to be identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the bonds, as provided herein.

4. Negotiated Sale. The County has considered the option of selling the bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34 and based on the advice of the Municipal Advisor (as defined below), has determined that a negotiated sale of the bonds provides the County with greater flexibility in structuring bond maturities and the timing of the sale of the bonds, and will enable the County to better market the bonds to the advantage of the County and its taxpayers.

5. Execution of the Bonds. The Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute said bonds by means of their manual or facsimile signatures when issued and sold for and on behalf of the County and cause the seal of the County, or a facsimile thereof, to be printed or impressed on the bonds. No bond of this series executed by facsimile signature shall be valid until authenticated by an authorized officer of the Paying Agent. The bonds shall be delivered to the Paying Agent for authentication and shall then be delivered to the purchaser in accordance with instructions from the Treasurer of the County or the Secretary of the Board upon payment of the purchase price for the bonds in accordance with the bid therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping.

In the event the bonds are not held in book-entry-only form, then any bond may be transferred upon the books required to be kept pursuant to this Section by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent as transfer agent. Whenever any bond or bonds shall be surrendered for transfer, the Paying Agent as transfer agent shall authenticate and deliver a new bond or bonds, for like aggregate principal amount. The Paying Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

6. Limited Tax Pledge of Local Units. Said bonds and the interest thereon shall be payable primarily from the Contractual Payments received by the Board on behalf of the County, for the payment of which the Local Units have in the Contracts pledged its full faith and credit pursuant to the provisions of Act 185. Pursuant to the provisions of Section 6, Article IX of the Michigan Constitution of 1963, the Local Units have covenanted and agreed to levy taxes annually to the extent necessary to provide the funds to meet its Contractual Payments when due in anticipation of which the bonds are issued, which taxes shall be subject to statutory and

constitutional tax rate limitations. All of such Contractual Payments are hereby pledged solely and only for the payment of principal of and interest on the bonds.

7. Limited Tax Pledge of the County. Pursuant to the authorization provided in Act 185, the full faith and credit of the County is hereby pledged for the prompt payment of the principal of and interest on the bonds as the same shall become due. If for any reason there are not sufficient funds on hand from the Contractual Payments to pay the principal of and interest on the bonds when due, upon written notification by the Board to the County Treasurer of the amount of such deficiency, the County Treasurer shall promptly deposit into the debt retirement fund for said bonds the amount of such deficiency out of general funds of the County. If it becomes necessary for the County to so advance any such moneys, it shall be entitled to reimbursement from any surplus from time to time existing in the fund which said principal and interest are primarily liable, or from any other legally available source. The County recognizes and covenants that its full faith and credit pledge hereunder is a first budget obligation, and, to the extent necessary to provide funds to meet such pledge herein provided, it is obligated to levy ad valorem taxes against the taxable property in the County, which taxes, however, shall be subject to statutory and constitutional tax rate limitations.

8. Debt Retirement Fund. It shall be the duty of the Board or the County Treasurer, after the adoption of this resolution and the sale of the bonds herein authorized, to establish a special depository account to be designated "Debt Retirement Fund – Water System Refunding Bonds (Diamond and Donnell Lakes Area), Series 2022" (the "Debt Retirement Fund") into which account shall be deposited accrued interest received upon delivery of the bonds, and all Contractual Payments as received, and into which account any advances made by the County pursuant to Section 7 of this resolution shall be deposited. The moneys from time to time on hand in the Debt Retirement Fund shall be used solely and only for the payment of the principal of and interest on the bonds, or, to the extent of any surplus, to reimburse the County for any advances made pursuant to Section 7 hereof. The County shall have the right to invest moneys in the Debt Retirement Fund as provided in the Contracts, which investments may be in obligations other than those of the depository bank or trust company.

9. Bond Proceeds. Proceeds of the bonds shall be used to pay the costs of issuance of the bonds and to secure payment of the Prior Bonds as provided in this paragraph. From the proceeds of the bonds there shall be set aside a sum sufficient to pay the costs of issuance of the bonds in a fund designated the "Water System Refunding Bonds (Diamond and Donnell Lakes Area), Series 2022 Costs of Issuance Fund" (the "Costs of Issuance Fund") which may be established by the County or by the Escrow Agent (hereinafter defined). Moneys in the Costs of Issuance Fund shall be used solely to pay expenses of issuance of the bonds. Any amounts remaining in the Costs of Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the bonds.

The balance of the proceeds of the bonds, together with any moneys transferred by the County at the time of sale of the bonds from the debt retirement fund for the Prior Bonds, and any other available funds provided by the County, shall be invested in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the "Escrow Fund") and used to pay principal of and interest on the Prior Bonds

to be refunded. The Escrow Fund shall be held by a bank or trust company, as trustee and escrow agent (the "Escrow Agent"), in trust pursuant to an Escrow Agreement (the "Escrow Agreement") which shall irrevocably direct the Trustee to take all necessary steps to call for redemption that portion of the Prior Bonds specified by an Authorized Officer upon sale of the bonds, including publication and mailing of redemption notices, on any date specified by the Authorized Officer on which the Prior Bonds may be called for redemption. The investments held in the Escrow Fund shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal of and interest on the Prior Bonds to be refunded as they become due pursuant to maturity or the call for redemption required by this paragraph, and an Authorized Officer is hereby authorized to select and retain on behalf of the County an Escrow Agent to serve under the Escrow Agreement. The Authorized Officers are each individually authorized and directed to purchase or cause to be purchased, Escrow Securities, including United States Treasury Obligations – State and Local Government Series (SLGS), in an amount sufficient to fund the Escrow Fund.

10. The System. The operation, maintenance and administration of the System shall be under the overall jurisdiction and control of the Board as agency of the County, and the provisions in the Contracts relative to such operation, maintenance and administration are hereby recognized, approved and confirmed.

11. Bond Form. Said bonds shall be in substantially the following form, with such changes as are authorized by an Authorized Officer in accordance with the terms of this resolution or necessary to complete the provisions hereof:

UNITED STATES OF AMERICA
STATE OF MICHIGAN

COUNTY OF CASS

Water System Refunding Bond (Diamond and Donnell Lakes Area), Series 2022
(Limited Tax General Obligation)

Interest Rate	Date of Maturity	Date of Original Issue	CUSIP
	November 1, 20__	_____ 1, 2022	

Registered Owner:

Principal Amount: Dollars

The County of Cass, State of Michigan (the "County"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, unless

prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on _____ 1, 2022, and semiannually thereafter. Principal of this bond is payable at the corporate trust office of _____, _____, Michigan, or such other paying agent as the County may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Paying Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the County maintained by the Paying Agent, by check or draft mailed to the registered owner at the registered address.

The bonds of this issue are payable primarily from the proceeds of contractual payments to be paid by the Townships of Calvin, Jefferson, LaGrange and Penn, all located within the County of Cass, State of Michigan (the "Local Units"), to the Board of Public Works of the County of Cass (the "Board"), acting for and on behalf of the County, pursuant to the Refunding Contract dated as of January 1, 2022 (the "Contract"), among the County and the Local Units, whereby said Board, on behalf of the County, is to refund certain prior bonds of the County. By the provisions of the Contract and pursuant to the authorization provided by law, each Local Unit has pledged its full faith and credit for the payment of its contractual payments. The County has irrevocably pledged to the payment of this issue of bonds the total contractual payments under the Contract, which said total payments are established in the amount required to pay the principal of and interest on the bonds of this issue when due. As additional security for the payment of the bonds of this issue, the County, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and at least a three-fifths (3/5) vote of the members-elect of its Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon. The full faith and credit pledges of the Local Units and the County are limited tax general obligations of each severally, and each is required to pay its respective debt service commitments on the bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which each is authorized to levy. However, the ability of each to levy such taxes is subject to applicable constitutional, statutory and charter tax rate limitations.

This bond is one of a total authorized issue of bonds of even Date of Original Issue aggregating the principal sum of $_____, issued pursuant to a resolution duly adopted by the Board of Commissioners of the County on December 16, 2021 (the "Resolution"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, Public Acts of Michigan, 1957, as amended, for the purpose of refunding a certain prior bond issue of the County. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Resolution.

[Bonds of this issue maturing in the years 2022 to 20__, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of $5,000 of this issue maturing in the years 20___ to 2050, inclusive, shall be subject to redemption prior to maturity, at the option of the County, in such order as the County shall determine, on any date on or after November 1, 20___, at par and accrued interest to the date fixed for redemption.]

[Insert Term Bond redemption provisions, if necessary.]

In case less than the full amount of an outstanding bond is called for redemption, the Paying Agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owners of bonds or portions thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. Bonds so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Paying Agent to redeem said bonds.

This bond is transferable only upon the registration books of the County kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the

surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed. The Transfer Agent will not be required to (i) issue, register the transfer of or exchange any bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of bonds selected for redemption and ending at the close of business on the day of that mailing, or (ii) register the transfer of or exchange any bond selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the County, including this bond and the series of bonds of which this is one, does not exceed any constitutional or statutory debt limitation.

This bond is not valid or obligatory for any purpose until the Paying Agent's Certificate of Authentication on this bond has been executed by the Paying Agent.

IN WITNESS WHEREOF, the County, by its Board of Commissioners, has caused this bond to be signed in the name of said County with the facsimile signature of the Chairman of the Board of Commissioners and to be countersigned with the facsimile signature of the County Clerk and a facsimile of the corporate seal of said County to be printed hereon, all as of the Date of Original Issue.

COUNTY OF CASS

By_____
Its Chairman, Board of Commissioners

By_____
Its County Clerk

[FORM OF PAYING AGENT'S CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the bonds described in the within-mentioned Resolution.

_____
Paying Agent

By_____
Authorized Signature

Date of Authentication: _____, 2022

[*End Bond Form*]

12. Additional Bonds. Nothing contained in this resolution or the Contracts shall be construed to prevent the County from issuing additional bonds under the provisions of Act 185 for any of the purposes authorized by Act 185, but any such bonds shall in no way have any lien on or be payable out of the Contractual Payments pledged to the payment of the bonds of this authorized issue.

13. Alteration and Enforceability. The provisions of this resolution, together with the Contracts, shall constitute a contract between the County and the owner or owners of the bonds from time to time, and after the issuance of such bonds, no change, variation or alteration of the provisions of this resolution and the Contracts may be made which would lessen the security for the bonds. The provisions of this resolution and the Contracts shall be enforceable by appropriate proceedings taken by such owner either at law or in equity.

14. Covenants. The County covenants and agrees with the successive owners of the bonds that so long as any of the bonds remain outstanding and unpaid as to either principal or interest:

(a) The County and the Board, as agency of the County, will punctually perform all of their obligations and duties under this resolution and the Contracts, including all collection, segregation and application of the Contractual Payments in the manner required by the provisions of this resolution.

(b) The County will take or abstain from taking all actions required by the federal Internal Revenue Code and regulations thereunder as may be necessary to retain for the interest on the bonds the exemption from direct federal income taxation, including specifically all actions and abstention from actions as required by the Non-Arbitrage and Tax Compliance Certificate and related documents furnished in connection with the bonds.

15. Retention of Underwriter and Execution of Bond Purchase Agreement. The County hereby appoints Oppenheimer & Co., Inc. as senior managing underwriter for the bonds (the "Underwriter"). Each Authorized Officer is hereby authorized to appoint one or more co-managing underwriters, if recommended by the Municipal Advisor. Each Authorized Officer is further authorized to negotiate and award the sale of the bonds to the Underwriter pursuant to a bond purchase agreement, subject to the parameters set forth in this resolution. Each Authorized Officer is authorized to execute and deliver the bond purchase agreement on behalf of the County without further approval of the Board, *provided that* the interest rate on the bonds shall not exceed 5.00% per annum, there shall be net present value savings to be realized by the County, and the underwriter's discount shall not exceed 1.25% of the principal amount of the bonds.

An Authorized Officer may, without further approval or direction from the Board, execute a sale order evidencing the final terms of the bonds, and make any of the determinations, covenants and elections authorized by this resolution, provided that the final terms of the bonds shall be within the parameters set forth in this resolution.

16. Further Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transactions authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters.

17. Department of Treasury. The Authorized Officers are each hereby authorized to apply for prior approval to issue the bonds, if necessary, with the Michigan Department of Treasury, and to execute and deliver all other documents and certificates as may be required to be filed with the Michigan Department of Treasury to enable the bonds to be issued and delivered as contemplated by this resolution.

18. Official Statement; Qualification for Insurance; Ratings. Each Authorized Officer is hereby authorized and directed to (a) approve the circulation of a preliminary official statement describing the bonds and to deem the preliminary official statement "final" for purposes of Rule 15c2-12 of the SEC; (b) solicit bids for and approve the purchase of a municipal bond insurance policy for the bonds, if deemed economically advantageous to the County; (c) apply for ratings on the bonds; and, (d) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the bonds.

19. Continuing Disclosure. The County and the Local Units, in accordance with the provisions of Rule 15c2-12, as may be amended, promulgated by the Securities and Exchange Commission, shall each enter into an undertaking for the benefit of the holders and beneficial owners of the bonds, as more specifically set forth in Exhibit A hereto (the "Undertakings"); provided, however, that the terms of the Undertakings are subject to completion and modification prior to delivery of the bonds by the authorized officer of the municipality executing the Undertakings as such authorized officer shall deem necessary to comply with law or market requirements. The Authorized Officers are each hereby authorized to execute and deliver the Undertaking on behalf of the County after completion and modification as provided in this resolution.

20. Further Actions. The officers, administrators, agents and attorneys of the County and the Department of Public Works are authorized and directed to execute and deliver all other agreements, documents and certificates and to take all other actions necessary to complete the issuance and delivery of the bonds in accordance with this resolution. The officers, administrators, agents and attorneys of the County and the Department of Public Works are authorized and directed to pay costs of issuance including Bond Counsel fees, Municipal Advisor fees, rating agency fees, Paying Agent fees, Escrow Agent fees, verification agent fees, Municipal Advisory Council fees, Michigan Department of Treasury fees, costs of printing the preliminary and final official statements, purchase of securities for the purpose of funding the Escrow, and any other costs necessary to accomplish sale and delivery of the bonds.

21. Defeasance. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided in this resolution.

[*Remainder of Page Intentionally Left Blank*]

22. Conflicts. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are repealed.

This resolution shall become effective immediately upon its passage.

AYES Members_____

_____

NAYS: Members_____

RESOLUTION DECLARED ADOPTED.

_____
Monica McMichael
County Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the County Board of Commissioners of the County of Cass, State of Michigan, at a regular meeting held on the December 16, 2021, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by said Act.

_____
Monica McMichael
County Clerk

EXHIBIT A

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by _____, State of Michigan (the "Municipality"), in connection with the issuance by the County of Cass of its Water System Refunding Bonds (Diamond and Donnell Lakes Area), Series 2022 (Limited Tax General Obligation) (the "Bonds"). The Municipality covenants and agrees for the benefit of the Bondholders, as hereinafter defined, as follows:

(a) *Definitions.* The following terms used herein shall have the following meanings:

"Audited Financial Statements" means the annual audited financial statement pertaining to the Municipality prepared by an individual or firm of independent certified public accountants as required by Act 2, Public Acts of Michigan, 1968, as amended, which presently requires preparation in accordance with generally accepted accounting principles.

"Bondholders" shall mean the registered owner of any Bond or any person (a) with the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including any person holding a Bond through a nominee, depository or other intermediary) or (b) treated as the owner of any Bond for federal income tax purposes.

"EMMA" shall mean the MSRB's Electronic Municipal Market Access System, or such other system, Internet Web site, or repository hereafter prescribed by the MSRB for the submission of electronic filings pursuant to the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended, as in effect on the date of this Undertaking, including any official interpretations thereof issued either before or after the date of this Undertaking which are applicable to this Undertaking.

"SEC" means the United States Securities and Exchange Commission.

(b) *Continuing Disclosure.* The Municipality hereby agrees, in accordance with the provisions of the Rule, to provide or cause to be provided to the MSRB through EMMA, on or before the last day of the 6th month after the end of the fiscal year of the Municipality, the following annual financial information and operating data, commencing with the fiscal year ending [_____, 2022], in an electronic format as prescribed by the MSRB:

(1) Updates of the numerical financial information and operating data included in the official statement of the Municipality relating to the Bonds (the "Official Statement") appearing in the Tables in the Official Statement as described below:

[Financial and operating data tables to be listed.]

(2) The Audited Financial Statements. provided, however, that if the Audited Financial Statements are not available by the date specified above, they shall be provided when available and unaudited financial statements will be filed by such date and the Audited Financial Statements will be filed as soon as available

Such annual financial information and operating data described above are expected to be provided directly by the Municipality or by specific reference to documents available to the public through EMMA or filed with the SEC.

If the fiscal year of the Municipality is changed, the Municipality shall send a notice of such change to the MSRB through EMMA, prior to the earlier of the ending date of the fiscal year prior to such change or the ending date of the fiscal year as changed.

(c) *Notice of Failure to Disclose.* The Municipality agrees to provide or cause to be provided, in a timely manner, to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of a failure by the Municipality to provide the annual financial information with respect to the Municipality described in subsection (b) above on or prior to the dates set forth in subsection (b) above.

(d) *Occurrence of Events.* The Municipality agrees to provide or cause to be provided in a timely manner to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of the occurrence of any of the following events listed in (b)(5)(i)(C) of the Rule with respect to the Bonds, if applicable, if material:

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(7) modifications to rights of holders of the Bonds, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution, or sale of property securing repayment of the Bonds, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the Issuer, which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;
(13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
(15) incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material; or
(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the Issuer, any of which reflect financial difficulties.

(e) *Materiality Determined Under Federal Securities Laws.* The Municipality agrees that its determination of whether any event listed in subsection (d) is material shall be made in accordance with federal securities laws.

(f) *Identifying Information.* All documents provided to the MSRB through EMMA shall be accompanied by the identifying information prescribed by the MSRB.

(g) *Termination of Reporting Obligation.* The obligation of the Municipality to provide annual financial information and notices of material events, as set forth above, shall be terminated if and when the Municipality no longer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, including upon legal defeasance of all Bonds.

(h) *Benefit of Bondholders.* The Municipality agrees that its undertaking pursuant to the Rule set forth in this Undertaking is intended to be for the benefit of the Bondholders and shall be enforceable by any Bondholder; provided that, the right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the Municipality's obligations hereunder and any failure by the Municipality to comply with the provisions of this Undertaking shall not constitute a default or an event of default with respect to the Bonds.

(i) *Amendments to the Undertaking.* Amendments may be made in the specific types of information provided or the format of the presentation of such information to the extent deemed necessary or appropriate in the judgment of the Municipality, provided that the Municipality agrees that any such amendment will be adopted procedurally and substantively in a manner consistent with the Rule, including any interpretations thereof by the SEC, which, to the extent applicable, are incorporated herein by reference. Such interpretations currently include the requirements that (a) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Municipality or the type of activities conducted thereby, (b) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (c) the amendment does not materially impair the interests of Bondholders, as determined by parties unaffiliated with the Municipality (such as independent legal counsel), but such interpretations may be changed in the future. If the accounting principles to be followed by the Municipality in the preparing of the Audited Financial Statements are modified, the annual financial information for the year in which the change is made shall present a comparison between the financial statements as prepared on the prior basis and the statements as prepared on the new basis, and otherwise shall comply with the requirements of the Rule, in order to provide information to investors to enable them to evaluate the ability of the Municipality to meet its obligations. A notice of the change in accounting principles shall be sent to the MSRB through EMMA.

IN WITNESS WHEREOF, the Municipality has caused this Undertaking to be executed by its authorized officer.

_____
State of Michigan

By _____

Its _____

Dated: _____, 2022

38447368.2/101520.00034

REFUNDING CONTRACT

THIS REFUNDING CONTRACT, made and entered into as of January 1, 2022 (the "Refunding Contract"), by and among the COUNTY OF CASS, a Michigan county corporation (the "County"), acting through its BOARD OF PUBLIC WORKS (the "BPW"), under the provisions of Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), and Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), (Act 34 and Act 185 together the "Acts"), the TOWNSHIP OF CALVIN, a Michigan township corporation located in the County ("Calvin Township"), the TOWNSHIP OF JEFFERSON, a Michigan township corporation located in the County ("Jefferson Township"), the TOWNSHIP OF LAGRANGE, a Michigan township corporation located in the County ("LaGrange Township") and the TOWNSHIP OF PENN, a Michigan township corporation located in the County ("Penn Township" and together with Calvin Township, Jefferson Township and LaGrange Township, the "Local Units").

WITNESSETH:

WHEREAS, as authorized by Act 185, the County has previously established the Diamond and Donnell Lakes Area Water Supply System (the "System") within the County to serve the Local Units; and

WHEREAS, pursuant to the provisions of Act 185, the County through the Board of Public Works and the Local Units did enter into certain contract(s) to acquire, construct and finance water supply system improvements to the System; and

WHEREAS, the County through its Board of Public Works did enter into that certain DPW Contract, dated as of July 1, 2010, with the Local Units (the "Contract"), under which the County issued its Water Supply System Limited Tax General Obligation Bonds, Series 2010A and Series 2010B (Diamond and Donnell Lakes Area), dated November 9, 2010 (the "Prior Bonds"); and

WHEREAS, the Local Units have requested and the County desires to exercise its right to call the Prior Bonds for redemption and issue bonds to provide for the refunding of the Prior Bonds; and

WHEREAS, it is the determination and judgment of the County, the BPW and the Local Units that the Prior Bonds should be refunded to secure for the Local Units the interest savings anticipated thereby; and

WHEREAS, the execution of the Refunding Contract is necessary in order to implement a refunding program.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

Section 1. Approval of Refunding. The County, the BPW and the Local Units hereby approve and confirm the refunding of all or part of the outstanding Prior Bonds under the provisions of the Acts in the manner provided by and pursuant to this Refunding Contract.

Section 2. Issuance of Refunding Bonds. The County will issue refunding bonds designated as **Water System Refunding Bonds (Diamond and Donnell Lakes Area), Series 2022 (Limited Tax General Obligation)** (the "Refunding Bonds") in the aggregate principal amount of not to exceed Seven Million Nine Hundred Thousand Dollars ($7,900,000) in order to pay the costs of refunding all or a portion the Prior Bonds. All costs of retiring the Prior Bonds and of issuing the Refunding Bonds, including payment of the principal of and interest on the Prior Bonds, underwriting discount, printing, administrative, legal expenses, credit enhancement costs, rating fees, registrar and paying agent, and escrow agent, if any, fees and all related expenses shall be paid from the proceeds of sale of the Refunding Bonds or from cash amounts to be made available to pay such costs.

Section 3. Actions of County and BPW. To carry out and accomplish the refunding in accordance with the provisions of Michigan law, the County and the BPW shall take the following steps:

a. The BPW will submit to the Board of Commissioners of the County a resolution providing for the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed Seven Million Nine Hundred Thousand Dollars ($7,900,000) (the "Refunding Bond Resolution"). The Refunding Bonds shall mature as authorized by law, and will be issued in anticipation of the debt service installment payments required to be made by the Local Units as provided in the Contract and as hereinafter provided in this Refunding Contract and will be secured primarily by the contractual obligations of the Local Units to pay said installments when due, including interest and secondarily, if approved by a three-fifths (3/5) majority of the members of the Board of Commissioners, by the full faith and credit of the County. After due adoption of the Refunding Bond Resolution by the County Board of Commissioners, the BPW will take all legal procedures and steps necessary to effectuate the sale, issuance and delivery of the Refunding Bonds.

b. The BPW in consultation with the Local Units will make a determination based upon then prevailing market conditions if, and when, to refund the Prior Bonds.

c. The County and the BPW, upon receipt of proceeds of sale of the Refunding Bonds, will comply with all provisions and requirements of law, the Refunding Bond Resolution and this Refunding Contract relative to the disposition and use of the proceeds of the Refunding Bonds to refund the Prior Bonds and to pay the costs thereof.

d. The County will use Refunding Bonds proceeds to refund the Prior Bonds and pay costs of issuance and shall not make any investments or take any other actions which would cause the Refunding Bonds herein authorized to be constituted as arbitrage bonds pursuant to any applicable federal statutes or regulations.

Section 4. Payments by Local Units. The full principal amount of the Refunding Bonds shall be charged to, and paid to the Board by, each Local Unit in proportion to its proportionate share thereof (as provided in the Contract) (the "Debt Service Guarantees") in

annual principal installments, together with interest and other expenses as herein provided. It is understood and agreed that the Refunding Bonds of the County will be issued in anticipation of such payments by the Local Units.

It is agreed that the Local Units shall pay to the BPW the principal amounts of the Refunding Bonds thirty (30) days prior to the annual principal maturity date of the Refunding Bonds (or on such other date as shall be agreed upon by the Local Units and the BPW), and in addition, as accrued interest on the principal installments remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date shall be paid thirty (30) days prior to each interest payment date on the Refunding Bonds (or on such other date as shall be agreed upon by the Local Units and the BPW). From time to time as the BPW is billed by the registrar/transfer/paying agent for the Refunding Bonds for their services, and as other costs and expenses accrue to the BPW from handling of the payments made by the Local Units or from other action taken in connection with the Refunding Bonds, the BPW shall notify the Local Units of the amount of such fees, costs and expenses, and the Local Units shall, within thirty (30) days from such notification, remit to the BPW, in proportion to the Debt Service Guarantees as provided in the Contract, sufficient funds to pay such amounts. The Local Units shall pay to the County, in proportion to the Debt Service Guarantees as provided in the Contract, additional sums, if any, due and owing on the Refunding Bonds at such times and in such manner as shall be required by the terms of the Refunding Bonds.

Each of the Local Units and the Board expressly reconfirm the terms and provisions of Section 9 of the Contract.

If the Refunding Bonds are redeemable prior to maturity at the option of the County, then the Local Units shall have the right to prepay its installment payments due under this Refunding Contract and thereby request that the BPW cause redemption of all or part of the Refunding Bonds as provided in the Refunding Bonds. The BPW shall cause such notice or notices of redemption to be made at the times and in the manner prescribed in the Refunding Bonds. Notwithstanding the foregoing, the obligation of the Local Units to make payments of principal and interest and premium, if any, for the Refunding Bonds shall continue hereunder until the Refunding Bonds are paid in full.

The BPW shall, within thirty (30) days after the delivery of the Refunding Bonds, furnish the Local Units with a complete schedule of said installments and the interest thereon and due dates and shall also, at least thirty (30) days prior to each due date, advise the Local Units, in writing, of the exact amount due on said date. The failure to give such notice shall not, however, excuse the Local Units from making their required payments when due under the provisions hereof.

If any installment payment as herein provided is not paid when due, the amount so not paid shall be subject to a penalty in addition to interest of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

Section 5. Limited Tax Full Faith and Credit Pledge of Local Units. Each Local Unit, pursuant to authorization of Section 12 of Act 185, hereby irrevocably pledges its full faith

and credit for the prompt and timely payment of its obligations pledged for payment of the Refunding Bonds as expressed in this Refunding Contract. Pursuant to such pledge, if other funds are not available, the Local Units shall be required to pay such amounts from its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the Local Units in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Refunding Contract becoming due before the time of the following year's tax collections, such annual levy, however, to be subject to applicable constitutional and statutory tax rate limitations. The herein stated contractual commitments of the Local Units are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the Local Units in anticipation of which the Refunding Bonds are issued. Nothing herein contained shall be construed to prevent the Local Units from using any, or any combination of, the means and methods provided in paragraph 2, Section 12 of Act 185 for the purpose of providing funds to meet its obligations under this Refunding Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

The Local Units hereby acknowledges that it will use funds from all sources legally permitted by Act 185 for payment of the installments due under this Refunding Contract.

Section 6. Prepayments by Local Units. Additional moneys over and above any of the payments specified in this Refunding Contract may be prepaid as provided in the Contract and other provisions of this Refunding Contract.

Section 7. Payment Default by Local Units. In the event that a Local Unit shall fail for any reason to pay to the BPW at the times specified the amounts required to be paid by the provisions of this Refunding Contract, the BPW shall immediately give notice of such default and the amount thereof, in writing, to the Local Unit Treasurer, the County Treasurer, the Treasurer of the State of Michigan, and such other officials charged with disbursement to the delinquent Local Unit of funds returned by the State and now or hereafter under Act 185 available for pledge as provided in this paragraph and in Section 17 of Act 185, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to the delinquent Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the delinquent Local Unit, to the extent permitted by law, to withhold from its respective aforesaid funds the maximum amount necessary to cure any deficit it may incur and to pay said sums so withheld to the BPW, to apply on its obligations in default as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and statutes, the purpose of this provision being to voluntarily pledge and authorize the use of said funds owing to the Local Unit to meet any of its past-due obligations due under the provisions of this Refunding Contract. In addition to the foregoing, the BPW shall have all other rights and remedies provided by law to enforce the obligations of each Local Unit to make its payments in the manner and at the times required by this Refunding Contract. the Local Units will not take any action to reduce the right of the County to receive the aforesaid state-returned moneys in the event of default.

Section 8. Preservation of Contract Provisions. All provisions of the Contract not inconsistent herewith, and particularly all covenants relative to the payment of and security for the Prior Bonds made by the Local Units therein shall remain in full force and effect and shall apply with equal effect to the Refunding Bonds authorized hereby, it being understood that upon issuance of the Refunding Bonds, the Prior Bonds will be redeemed by purchase and the Refunding Bonds shall be substituted therefor and shall be outstanding in their place and stead.

Section 9. Additional Financing. Nothing herein contained shall in any way be construed to prevent additional financing under the provisions of Act 185 or any other law for the purpose of constructing all or any portion of additional necessary water or sewage disposal improvements in the Local Units.

Section 10. Voidability of Refunding Contract; Payment of Expenses. The obligations and undertakings of each of the parties to this Refunding Contract shall be conditioned upon the successful accomplishment of the proposed refunding, and therefore if for any reason whatsoever the Refunding Bonds are not issued, then this Refunding Contract shall be considered void and of no force and effect; provided, however, that in such event, all costs and expenses shall be paid by the Local Units in accordance with existing commitments to the County and the County shall not be obligated for such costs and expenses.

Section 11. Bondholders' Rights. The BPW and the Local Units each recognize that the owners from time to time of the Refunding Bonds will have contractual rights in this Refunding Contract, and it is therefore covenanted and agreed by the BPW and the Local Units that so long as any of the Refunding Bonds shall remain outstanding and unpaid, the provisions of this Refunding Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the Refunding Bonds or the prompt payment of principal of or interest thereon. The Local Units and the BPW each further covenants and agrees that it will comply with its respective duties and obligations under the terms of this Refunding Contract promptly at all times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the Refunding Bonds, the security therefor, or the prompt payment of principal of and interest thereon. It is hereby declared that the terms of this Refunding Contract insofar as they pertain to the security of the Refunding Bonds shall be deemed to be for the benefit of the owners of the Refunding Bonds.

Section 12. Refunding Contract Term. This Refunding Contract shall remain in full force and effect for a period of thirty (30) years from the date hereof, or until such lesser time as the Refunding Bonds issued by the County are paid, at which time this Refunding Contract shall be terminated, and the provisions of the Contract relative to disposition of the System shall be carried out. In any event, the obligations of the Local Units to make its payments required hereunder shall be terminated at such time as all of the Refunding Bonds are paid in full by the Local Units in accordance with their Debt Service Guarantees, together with all interest and penalties and other obligations hereunder.

Section 13. Benefit of Refunding Contract. This Refunding Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

Section 14. Effective Date. This Refunding Contract shall become effective upon approval by the Township Boards of the Local Units, by the Board of Public Works of the County and by the Board of Commissioners of the County and when duly executed by Supervisor and Township Clerk of the Local Units and the Chairperson and Secretary of the Board of Public Works for and on behalf of the County. This Refunding Contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year first above written.

COUNTY OF CASS
By the Board of Public Works

By_____
Chairperson

By_____
Secretary

TOWNSHIP OF CALVIN

By_____
Its Supervisor

By_____
Its Township Clerk

TOWNSHIP OF JEFFERSON

By_____
Its Supervisor

By_____
Its Township Clerk

TOWNSHIP OF LAGRANGE

By_____
Its Supervisor

By_____
Its Township Clerk

TOWNSHIP OF PENN

By_____
Its Supervisor

By_____
Its Township Clerk

38447367.2/101520.00034

R-216-21

COUNTY OF CASS
STATE OF MICHIGAN

RESOLUTION AUTHORIZING ACT 185 BONDS
SEWER SYSTEM REFUNDING BONDS
(VILLAGE OF EDWARDSBURG), SERIES 2022
(LIMITED TAX GENERAL OBLIGATION)

Minutes of a regular meeting of the Board of Commissioners (the "Board") of the County of Cass, State of Michigan (the "County"), held on December 16, 2021, at 6:30 p.m., Eastern Standard Time.

PRESENT: Commissioners _____

_____

ABSENT: Commissioners _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, the County, pursuant to the authority conferred upon it by Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), did, by resolution duly adopted by at least a two-thirds (2/3) vote of the members-elect of its Board, establish a department of public works in and for the County for the administration of the powers conferred upon the County by Act 185; and

WHEREAS, pursuant to the authorization of Section 2 of Act 185, a Board of Public Works (the "Board of Public Works") has been appointed and is functioning as the governing body of said department; and

WHEREAS, the County through its Board of Public Works previously entered into certain contract(s) with the Village of Edwardsburg, County of Cass, State of Michigan (the "Local Unit") to acquire, construct and finance sanitary sewer system improvements; and

WHEREAS, the County through its Board of Public Works did enter into that certain contract with the Local Unit, dated August 1, 2005 (the "Contract"), under which the County issued its Cass County Sanitary Sewer System (Village of Edwardsburg Section) Bond (Limited Tax General Obligation) dated May 17, 2006 (the "Prior Bonds"); and

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), permits the County to refund all or part of the funded indebtedness of the County; and

WHEREAS, the Local Unit, the Board of Public Works and the County have been advised that current conditions in the bond market could permit the Prior Bonds to be refunded at a significant savings; and

WHEREAS, the Local Unit and the Board of Public Works have determined that it is in the best interest of the Local Unit and the County to refund all or a part of the Prior Bonds, and the Board of Public Works has recommended to this Board of Commissioners that such refunding be undertaken; and

WHEREAS, a Refunding Contract, dated as of June 1, 2021 (the "Refunding Contract" and together with the Contract, the "Contracts"), between the County, by and through the Board of Public Works and the Local Unit has been prepared pursuant to authority of Act 34 and Act 185 providing for the implementation of such refunding and for other details in connection therewith, the Refunding Contract made a part of this resolution by this reference thereto; and

WHEREAS, the Refunding Contract has been duly approved by resolutions of the Board of Public Works and the legislative bodies of the Local Unit and has been fully executed by the Local Unit; and

WHEREAS, the Refunding Contract must be approved by resolution of the County Board of Commissioners and then executed by the Board of Public Works; and

WHEREAS, the Board of Public Works has approved this resolution and recommended its adoption by this Board of Commissioners; and

WHEREAS, the County desires to sell the bonds pursuant to a negotiated sale in order to preserve maximum flexibility in the timing and structure of the transaction and to minimize the costs of issuance thereof.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF CASS, STATE OF MICHIGN AS FOLLOWS:

1. Refunding Contract. The Refunding Contract is hereby approved, confirmed and ratified. The County Clerk is authorized and directed to transmit such approval to the Board of Public Works. The Chairperson and the Secretary of the Board of Public Works are authorized and directed to execute the Contract for and on behalf of the County.

2. Issuance of Bonds and Bond Details. For the purpose of refunding all or part of the Prior Bonds and other expenses incident to the issuance of the bonds, there shall be borrowed the total sum of not to exceed One Million Three Hundred Fifty Thousand Dollars ($1,350,000), or such lesser amount as determined by the County Administrator or Finance Director or the Chair of the Board of Public Works (each an "Authorized Officer"), and in evidence thereof bonds of the County shall be issued in an equivalent aggregate principal amount.

The bonds shall be designated "Sewer System Refunding Bonds (Village of Edwardsburg), Series 2022 (Limited Tax General Obligation)", the principal of and interest thereon to be payable primarily out of the contractual payments required to be paid by the Local Unit pursuant to the Contracts, including without limitation payment of principal and interest on

the bonds (the "Contractual Payments"). The bonds shall be issued in fully-registered form of the denomination of $5,000, or any integral multiple thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, and dated as of the date of delivery or such other date as determined an Authorized Officer, at the time of sale of the bonds. The bonds shall mature on October 1 in the years and in the principal amounts as shall be finally determined by an Authorized Officer at the time of sale of the bonds; provided, however, that the final maturity date of the bonds shall be not later than October 1, 2044.

The bonds shall bear interest at a rate or rates to be determined upon negotiated sale thereof, but in any event not exceeding five percent (5.00%) per annum, payable semi-annually on October 1 and April 1 in the years as determined by an Authorized Officer at the time of sale of the bonds, by check drawn on the Paying Agent (hereinafter defined) for the bonds and mailed to the registered owner at the registered address as shown on the registration books of the County maintained by the Paying Agent. Interest shall be payable to the registered owner of record as of the fifteenth (15th) day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this Section may be changed by the County to conform to market practice in the future. The principal of the bonds shall be payable at a bank or trust company qualified to act as paying agent, transfer agent and bond registrar and designated by the Board of Public Works in the notice of sale of the bonds as published (the "Paying Agent") and the Board of Public Works and the County Treasurer each is hereby authorized to enter into all required contractual arrangements with the Paying Agent. In the event the bonds are not held in book-entry-only form as described herein, then the Paying Agent shall also act as bond registrar and transfer agent. The County, through the Board of Public Works or County Treasurer, may designate another qualified institution to serve as paying agent, transfer agent and bond registrar at any time by notice mailed to registered owners of the bonds not less than sixty (60) days prior to an interest payment date.

The bonds may be issued as serial or term bonds or both and shall be subject to optional or mandatory redemption prior to maturity at the times, in the manner and at the prices determined by the Authorized Officer at the time of sale of the bonds, provided that the bonds shall not be sold at a price less than 99% of the principal amount of the bonds, there is a net present value savings to be realized by the County, and the underwriter's discount shall not exceed one and one-quarter percent (1.25%) of the principal amount of the bonds.

3. Book-Entry-Only. The bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York ("DTC"). So long as the bonds are in the book-entry-only form, the Paying Agent shall comply with the terms of the Letter of Representations to be entered into among the County, the Paying Agent and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. The Chairman and the Secretary of the Board and the County Treasurer each is hereby authorized and directed to enter into the Letter of Representations with DTC in such form as determined by the Chairman or the Secretary of the Board or the County Treasurer, in consultation with bond counsel, to be necessary and appropriate. The Paying Agent is hereby authorized and directed to also enter into the Letter of Representations with DTC as agent for the County. In the event the County

determines that the continuation of the system of book-entry-only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the bonds, or the County, the County will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the County shall issue and the Paying Agent as transfer agent shall transfer and exchange bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to be identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the bonds, as provided herein.

4. Negotiated Sale. The County has considered the option of selling the bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34 and based on the advice of the Municipal Advisor (as defined below), has determined that a negotiated sale of the bonds provides the County with greater flexibility in structuring bond maturities and the timing of the sale of the bonds, and will enable the County to better market the bonds to the advantage of the County and its taxpayers.

5. Execution of the Bonds. The Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute said bonds by means of their manual or facsimile signatures when issued and sold for and on behalf of the County and cause the seal of the County, or a facsimile thereof, to be printed or impressed on the bonds. No bond of this series executed by facsimile signature shall be valid until authenticated by an authorized officer of the Paying Agent. The bonds shall be delivered to the Paying Agent for authentication and shall then be delivered to the purchaser in accordance with instructions from the Treasurer of the County or the Secretary of the Board upon payment of the purchase price for the bonds in accordance with the bid therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping.

In the event the bonds are not held in book-entry-only form, then any bond may be transferred upon the books required to be kept pursuant to this Section by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent as transfer agent. Whenever any bond or bonds shall be surrendered for transfer, the Paying Agent as transfer agent shall authenticate and deliver a new bond or bonds, for like aggregate principal amount. The Paying Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

6. Limited Tax Pledge of Local Unit. Said bonds and the interest thereon shall be payable primarily from the Contractual Payments received by the Board on behalf of the County, for the payment of which the Local Unit has in the Contracts pledged its full faith and credit pursuant to the provisions of Act 185. Pursuant to the provisions of Section 6, Article IX of the Michigan Constitution of 1963, the Local Unit has covenanted and agreed to levy taxes annually to the extent necessary to provide the funds to meet its Contractual Payments when due in anticipation of which the bonds are issued, which taxes shall be subject to statutory and constitutional tax rate limitations. All of such Contractual Payments are hereby pledged solely and only for the payment of principal of and interest on the bonds.

7. Limited Tax Pledge of the County. Pursuant to the authorization provided in Act 185, the full faith and credit of the County is hereby pledged for the prompt payment of the principal of and interest on the bonds as the same shall become due. If for any reason there are not sufficient funds on hand from the Contractual Payments to pay the principal of and interest on the bonds when due, upon written notification by the Board to the County Treasurer of the amount of such deficiency, the County Treasurer shall promptly deposit into the debt retirement fund for said bonds the amount of such deficiency out of general funds of the County. If it becomes necessary for the County to so advance any such moneys, it shall be entitled to reimbursement from any surplus from time to time existing in the fund which said principal and interest are primarily liable, or from any other legally available source. The County recognizes and covenants that its full faith and credit pledge hereunder is a first budget obligation, and, to the extent necessary to provide funds to meet such pledge herein provided, it is obligated to levy ad valorem taxes against the taxable property in the County, which taxes, however, shall be subject to statutory and constitutional tax rate limitations.

8. Debt Retirement Fund. It shall be the duty of the Board or the County Treasurer, after the adoption of this resolution and the sale of the bonds herein authorized, to establish a special depository account to be designated "Debt Retirement Fund – Sewer System Refunding Bonds (Village of Edwardsburg), Series 2022" (the "Debt Retirement Fund") into which account shall be deposited accrued interest received upon delivery of the bonds, and all Contractual Payments as received, and into which account any advances made by the County pursuant to Section 7 of this resolution shall be deposited. The moneys from time to time on hand in the Debt Retirement Fund shall be used solely and only for the payment of the principal of and interest on the bonds, or, to the extent of any surplus, to reimburse the County for any advances made pursuant to Section 7 hereof. The County shall have the right to invest moneys in the Debt Retirement Fund as provided in the Contracts, which investments may be in obligations other than those of the depository bank or trust company.

9. Bond Proceeds. Proceeds of the bonds shall be used to pay the costs of issuance of the bonds and to secure payment of the Prior Bonds as provided in this paragraph. From the proceeds of the bonds there shall be set aside a sum sufficient to pay the costs of issuance of the bonds in a fund designated the "Sewer System Refunding Bonds (Village of Edwardsburg), Series 2022 Costs of Issuance Fund" (the "Costs of Issuance Fund") which may be established by the County or by the Escrow Agent (hereinafter defined). Moneys in the Costs of Issuance Fund shall be used solely to pay expenses of issuance of the bonds. Any amounts remaining in the Costs of Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the bonds.

The balance of the proceeds of the bonds, together with any moneys transferred by the County at the time of sale of the bonds from the debt retirement fund for the Prior Bonds, and any other available funds provided by the County, shall be invested in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the "Escrow Fund") and used to pay principal of and interest on the Prior Bonds to be refunded. The Escrow Fund shall be held by a bank or trust company, as trustee and escrow agent (the "Escrow Agent"), in trust pursuant to an Escrow Agreement (the "Escrow Agreement") which shall irrevocably direct the Trustee to take all necessary steps to call for

redemption that portion of the Prior Bonds specified by an Authorized Officer upon sale of the bonds, including publication and mailing of redemption notices, on any date specified by the Authorized Officer on which the Prior Bonds may be called for redemption. The investments held in the Escrow Fund shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal of and interest on the Prior Bonds to be refunded as they become due pursuant to maturity or the call for redemption required by this paragraph, and an Authorized Officer is hereby authorized to select and retain on behalf of the County an Escrow Agent to serve under the Escrow Agreement. The Authorized Officers are each individually authorized and directed to purchase or cause to be purchased, Escrow Securities, including United States Treasury Obligations – State and Local Government Series (SLGS), in an amount sufficient to fund the Escrow Fund.

10. The System. The operation, maintenance and administration of the System shall be under the overall jurisdiction and control of the Board as agency of the County, and the provisions in the Contracts relative to such operation, maintenance and administration are hereby recognized, approved and confirmed.

11. Bond Form. Said bonds shall be in substantially the following form, with such changes as are authorized by an Authorized Officer in accordance with the terms of this resolution or necessary to complete the provisions hereof:

UNITED STATES OF AMERICA
STATE OF MICHIGAN

COUNTY OF CASS

Sewer System Refunding Bond (Village of Edwardsburg), Series 2022
(Limited Tax General Obligation)

Interest Rate	Date of Maturity	Date of Original Issue	CUSIP
	October 1, 20__	_____ 1, 2022	

Registered Owner:

Principal Amount: Dollars

The County of Cass, State of Michigan (the "County"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on _____ 1, 2022, and semiannually thereafter. Principal of this bond is payable at the corporate trust office of

_____, _____, Michigan, or such other paying agent as the County may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Paying Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the County maintained by the Paying Agent, by check or draft mailed to the registered owner at the registered address.

The bonds of this issue are payable primarily from the proceeds of contractual payments to be paid by the Village of Edwardsburg (the "Local Unit"), to the Board of Public Works of the County of Cass (the "Board"), acting for and on behalf of the County, pursuant to the Refunding Contract dated as of June 1, 2021 (the "Contract"), among the County and the Local Unit, whereby said Board, on behalf of the County, is to refund certain prior bonds of the County. By the provisions of the Contract and pursuant to the authorization provided by law, each Local Unit has pledged its full faith and credit for the payment of its contractual payments. The County has irrevocably pledged to the payment of this issue of bonds the total contractual payments under the Contract, which said total payments are established in the amount required to pay the principal of and interest on the bonds of this issue when due. As additional security for the payment of the bonds of this issue, the County, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and at least a three-fifths (3/5) vote of the members-elect of its Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon. The full faith and credit pledges of the Local Unit and the County are limited tax general obligations of each severally, and each is required to pay its respective debt service commitments on the bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which each is authorized to levy. However, the ability of each to levy such taxes is subject to applicable constitutional, statutory and charter tax rate limitations.

This bond is one of a total authorized issue of bonds of even Date of Original Issue aggregating the principal sum of $_____, issued pursuant to a resolution duly adopted by the Board of Commissioners of the County on December 16, 2021 (the "Resolution"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, Public Acts of Michigan, 1957, as amended, for the purpose of refunding a certain prior bond issue of the County. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Resolution.

[Bonds of this issue maturing in the years 2022 to 20__, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of $5,000 of this issue maturing in the years 20___ to 2048, inclusive, shall be subject to redemption prior to maturity, at the option of the County, in such order as the County shall determine, on any date on or after October 1, 20___, at par and accrued interest to the date fixed for redemption.]

[Insert Term Bond redemption provisions, if necessary.]

In case less than the full amount of an outstanding bond is called for redemption, the Paying Agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owners of bonds or portions thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. Bonds so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Paying Agent to redeem said bonds.

This bond is transferable only upon the registration books of the County kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed. The Transfer Agent will not be required to (i) issue, register the transfer of or

exchange any bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of bonds selected for redemption and ending at the close of business on the day of that mailing, or (ii) register the transfer of or exchange any bond selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the County, including this bond and the series of bonds of which this is one, does not exceed any constitutional or statutory debt limitation.

This bond is not valid or obligatory for any purpose until the Paying Agent's Certificate of Authentication on this bond has been executed by the Paying Agent.

IN WITNESS WHEREOF, the County, by its Board of Commissioners, has caused this bond to be signed in the name of said County with the facsimile signature of the Chairman of the Board of Commissioners and to be countersigned with the facsimile signature of the County Clerk and a facsimile of the corporate seal of said County to be printed hereon, all as of the Date of Original Issue.

COUNTY OF CASS

By_____
Its Chairman, Board of Commissioners

By_____
Its County Clerk

[FORM OF PAYING AGENT'S CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the bonds described in the within-mentioned Resolution.

_____
Paying Agent

By_____
Authorized Signature

Date of Authentication: _____, 2022

[*End Bond Form*]

12. Additional Bonds. Nothing contained in this resolution or the Contracts shall be construed to prevent the County from issuing additional bonds under the provisions of Act 185 for any of the purposes authorized by Act 185, but any such bonds shall in no way have any lien on or be payable out of the Contractual Payments pledged to the payment of the bonds of this authorized issue.

13. Alteration and Enforceability. The provisions of this resolution, together with the Contracts, shall constitute a contract between the County and the owner or owners of the bonds from time to time, and after the issuance of such bonds, no change, variation or alteration of the provisions of this resolution and the Contracts may be made which would lessen the security for the bonds. The provisions of this resolution and the Contracts shall be enforceable by appropriate proceedings taken by such owner either at law or in equity.

14. Covenants. The County covenants and agrees with the successive owners of the bonds that so long as any of the bonds remain outstanding and unpaid as to either principal or interest:

(a) The County and the Board, as agency of the County, will punctually perform all of their obligations and duties under this resolution and the Contracts, including all collection, segregation and application of the Contractual Payments in the manner required by the provisions of this resolution.

(b) The County will take or abstain from taking all actions required by the federal Internal Revenue Code and regulations thereunder as may be necessary to retain for the interest on the bonds the exemption from direct federal income taxation, including specifically all actions and abstention from actions as required by the Non-Arbitrage and Tax Compliance Certificate and related documents furnished in connection with the bonds.

15. Retention of Underwriter and Execution of Bond Purchase Agreement. The County hereby appoints Oppenheimer & Co., Inc. as senior managing underwriter for the bonds (the "Underwriter"). Each Authorized Officer is hereby authorized to appoint one or more co-managing underwriters, if recommended by the Municipal Advisor. Each Authorized Officer is further authorized to negotiate and award the sale of the bonds to the Underwriter pursuant to a bond purchase agreement, subject to the parameters set forth in this resolution. Each Authorized Officer is authorized to execute and deliver the bond purchase agreement on behalf of the County without further approval of the Board, *provided that* the interest rate on the bonds shall not exceed 5.00% per annum, there shall be net present value savings to be realized by the County, and the underwriter's discount shall not exceed 1.25% of the principal amount of the bonds.

An Authorized Officer may, without further approval or direction from the Board, execute a sale order evidencing the final terms of the bonds, and make any of the determinations, covenants and elections authorized by this resolution, provided that the final terms of the bonds shall be within the parameters set forth in this resolution.

16. Further Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the

transactions authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters.

17. Department of Treasury. The Authorized Officers are each hereby authorized to apply for prior approval to issue the bonds, if necessary, with the Michigan Department of Treasury, and to execute and deliver all other documents and certificates as may be required to be filed with the Michigan Department of Treasury to enable the bonds to be issued and delivered as contemplated by this resolution.

18. Official Statement; Qualification for Insurance; Ratings. Each Authorized Officer is hereby authorized and directed to (a) approve the circulation of a preliminary official statement describing the bonds and to deem the preliminary official statement "final" for purposes of Rule 15c2-12 of the SEC; (b) solicit bids for and approve the purchase of a municipal bond insurance policy for the bonds, if deemed economically advantageous to the County; (c) apply for ratings on the bonds; and, (d) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the bonds.

19. Continuing Disclosure. The County and the Local Unit, in accordance with the provisions of Rule 15c2-12, as may be amended, promulgated by the Securities and Exchange Commission, shall each enter into an undertaking for the benefit of the holders and beneficial owners of the bonds, as more specifically set forth in Exhibit A hereto (the "Undertakings"); provided, however, that the terms of the Undertakings are subject to completion and modification prior to delivery of the bonds by the authorized officer of the municipality executing the Undertakings as such authorized officer shall deem necessary to comply with law or market requirements. The Authorized Officers are each hereby authorized to execute and deliver the Undertaking on behalf of the County after completion and modification as provided in this resolution.

20. Further Actions. The officers, administrators, agents and attorneys of the County and the Department of Public Works are authorized and directed to execute and deliver all other agreements, documents and certificates and to take all other actions necessary to complete the issuance and delivery of the bonds in accordance with this resolution. The officers, administrators, agents and attorneys of the County and the Department of Public Works are authorized and directed to pay costs of issuance including Bond Counsel fees, Municipal Advisor fees, rating agency fees, Paying Agent fees, Escrow Agent fees, verification agent fees, Municipal Advisory Council fees, Michigan Department of Treasury fees, costs of printing the preliminary and final official statements, purchase of securities for the purpose of funding the Escrow, and any other costs necessary to accomplish sale and delivery of the bonds.

21. Defeasance. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided in this resolution.

[*Remainder of Page Intentionally Left Blank*]

22. Conflicts. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are repealed.

This resolution shall become effective immediately upon its passage.

AYES Members_____

_____

NAYS: Members_____

RESOLUTION DECLARED ADOPTED.

_____
Monica McMichael
County Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the County Board of Commissioners of the County of Cass, State of Michigan, at a regular meeting held on the December 16, 2021, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by said Act.

_____
Monica McMichael
County Clerk

EXHIBIT A

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by _____, State of Michigan (the "Municipality"), in connection with the issuance by the County of Cass of its Sewer System Refunding Bonds (Village of Edwardsburg), Series 2022 (Limited Tax General Obligation) (the "Bonds"). The Municipality covenants and agrees for the benefit of the Bondholders, as hereinafter defined, as follows:

(a) *Definitions*. The following terms used herein shall have the following meanings:

"Audited Financial Statements" means the annual audited financial statement pertaining to the Municipality prepared by an individual or firm of independent certified public accountants as required by Act 2, Public Acts of Michigan, 1968, as amended, which presently requires preparation in accordance with generally accepted accounting principles.

"Bondholders" shall mean the registered owner of any Bond or any person (a) with the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including any person holding a Bond through a nominee, depository or other intermediary) or (b) treated as the owner of any Bond for federal income tax purposes.

"EMMA" shall mean the MSRB's Electronic Municipal Market Access System, or such other system, Internet Web site, or repository hereafter prescribed by the MSRB for the submission of electronic filings pursuant to the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended, as in effect on the date of this Undertaking, including any official interpretations thereof issued either before or after the date of this Undertaking which are applicable to this Undertaking.

"SEC" means the United States Securities and Exchange Commission.

(b) *Continuing Disclosure.* The Municipality hereby agrees, in accordance with the provisions of the Rule, to provide or cause to be provided to the MSRB through EMMA, on or before the last day of the 6th month after the end of the fiscal year of the Municipality, the following annual financial information and operating data, commencing with the fiscal year ending [_____, 2022], in an electronic format as prescribed by the MSRB:

(1) Updates of the numerical financial information and operating data included in the official statement of the Municipality relating to the Bonds (the "Official Statement") appearing in the Tables in the Official Statement as described below:

[Financial and operating data tables to be listed.]

(2) The Audited Financial Statements. provided, however, that if the Audited Financial Statements are not available by the date specified above, they shall be provided when available and unaudited financial statements will be filed by such date and the Audited Financial Statements will be filed as soon as available

Such annual financial information and operating data described above are expected to be provided directly by the Municipality or by specific reference to documents available to the public through EMMA or filed with the SEC.

If the fiscal year of the Municipality is changed, the Municipality shall send a notice of such change to the MSRB through EMMA, prior to the earlier of the ending date of the fiscal year prior to such change or the ending date of the fiscal year as changed.

(c) *Notice of Failure to Disclose.* The Municipality agrees to provide or cause to be provided, in a timely manner, to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of a failure by the Municipality to provide the annual financial information with respect to the Municipality described in subsection (b) above on or prior to the dates set forth in subsection (b) above.

(d) *Occurrence of Events.* The Municipality agrees to provide or cause to be provided in a timely manner to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of the occurrence of any of the following events listed in (b)(5)(i)(C) of the Rule with respect to the Bonds, if applicable, if material:

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(7) modifications to rights of holders of the Bonds, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution, or sale of property securing repayment of the Bonds, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the Issuer, which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;
(13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
(15) incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material; or
(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the Issuer, any of which reflect financial difficulties.

(e) *Materiality Determined Under Federal Securities Laws.* The Municipality agrees that its determination of whether any event listed in subsection (d) is material shall be made in accordance with federal securities laws.

(f) *Identifying Information.* All documents provided to the MSRB through EMMA shall be accompanied by the identifying information prescribed by the MSRB.

(g) *Termination of Reporting Obligation.* The obligation of the Municipality to provide annual financial information and notices of material events, as set forth above, shall be terminated if and when the Municipality no longer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, including upon legal defeasance of all Bonds.

(h) *Benefit of Bondholders.* The Municipality agrees that its undertaking pursuant to the Rule set forth in this Undertaking is intended to be for the benefit of the Bondholders and shall be enforceable by any Bondholder; provided that, the right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the Municipality's obligations hereunder and any failure by the Municipality to comply with the provisions of this Undertaking shall not constitute a default or an event of default with respect to the Bonds.

(i) *Amendments to the Undertaking.* Amendments may be made in the specific types of information provided or the format of the presentation of such information to the extent deemed necessary or appropriate in the judgment of the Municipality, provided that the Municipality agrees that any such amendment will be adopted procedurally and substantively in a manner consistent with the Rule, including any interpretations thereof by the SEC, which, to the extent applicable, are incorporated herein by reference. Such interpretations currently include the requirements that (a) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Municipality or the type of activities conducted thereby, (b) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (c) the amendment does not materially impair the interests of Bondholders, as determined by parties unaffiliated with the Municipality (such as independent legal counsel), but such interpretations may be changed in the future. If the accounting principles to be followed by the Municipality in the preparing of the Audited Financial Statements are modified, the annual financial information for the year in which the change is made shall present a comparison between the financial statements as prepared on the prior basis and the statements as prepared on the new basis, and otherwise shall comply with the requirements of the Rule, in order to provide information to investors to enable them to evaluate the ability of the Municipality to meet its obligations. A notice of the change in accounting principles shall be sent to the MSRB through EMMA.

IN WITNESS WHEREOF, the Municipality has caused this Undertaking to be executed by its authorized officer.

_____
State of Michigan

By _____

Its _____

Dated: _____, 2022

38415804.1/101520.00034

REFUNDING CONTRACT

THIS REFUNDING CONTRACT, made and entered into as of the 1st day of June, 2021 (the "Refunding Contract"), by and among the COUNTY OF CASS, a Michigan county corporation (the "County"), acting through its BOARD OF PUBLIC WORKS (the "BPW"), under the provisions of Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), and Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), (Act 34 and Act 185 together the "Acts"), and the VILLAGE OF EDWARDSBURG, a Michigan general law village located in the County (the "Local Unit").

WITNESSETH:

WHEREAS, as authorized by Act 185, the County has previously established the Village of Edwardsburg Sewage Disposal System (the "System") within the County to serve the Local Unit; and

WHEREAS, pursuant to the provisions of Act 185, the County through the Board of Public Works and the Local Unit did enter into certain contract(s) to acquire, construct and finance sanitary sewer system improvements to the System; and

WHEREAS, the County through its Board of Public Works did enter into that certain contract with the Local Unit dated August 1, 2005 (the "Contract"), under which the County issued its Cass County Sanitary Sewer System (Village of Edwardsburg Section) Bond (Limited Tax General Obligation), dated May 17, 2006 (the "Prior Bonds"); and

WHEREAS, the Local Unit has requested and the County desires to exercise its right to call the Prior Bonds for redemption and issue bonds to provide for the refunding of the Prior Bonds; and

WHEREAS, it is the determination and judgment of the County, the BPW and the Local Unit that the Prior Bonds should be refunded to secure for the Local Unit the interest savings anticipated thereby; and

WHEREAS, the execution of this Refunding Contract is necessary in order to implement a refunding program.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

Section 1. Approval of Refunding. The County, the BPW and the Local Unit hereby approve and confirm the refunding of all or part of the outstanding Prior Bonds under the provisions of the Acts in the manner provided by and pursuant to this Refunding Contract.

Section 2. Issuance of Refunding Bonds. The County will issue refunding bonds designated as **Sewer System Refunding Bonds (Village of Edwardsburg) Series 2021 (Limited Tax General Obligation)** (the "Refunding Bonds") in the aggregate principal amount of not to exceed One Million Three Hundred Fifty Thousand Dollars ($1,350,000) in order to

pay all or a part of the costs of refunding the Prior Bonds. All costs of retiring the Prior Bonds and of issuing the Refunding Bonds, including payment of the principal of and interest on the Prior Bonds, underwriting discount, printing, administrative, legal expenses, credit enhancement costs, rating fees, registrar and paying agent, and escrow agent, if any, fees and all related expenses shall be paid from the proceeds of sale of the Refunding Bonds or from cash amounts to be made available to pay such costs.

Section 3. Actions of County and BPW. To carry out and accomplish the refunding in accordance with the provisions of Michigan law, the County and the BPW shall take the following steps:

a. The BPW will submit to the Board of Commissioners of the County a resolution providing for the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed One Million Three Hundred Fifty Thousand Dollars ($1,350,000) (the "Refunding Bond Resolution"). The Refunding Bonds shall mature as authorized by law, and will be issued in anticipation of the debt service installment payments required to be made by the Local Unit as provided in the Contract and as hereinafter provided in this Refunding Contract and will be secured primarily by the contractual obligations of the Local Unit to pay said installments when due, including interest and secondarily, if approved by a three-fifths (3/5) majority of the members of the Board of Commissioners, by the full faith and credit of the County. After due adoption of the Refunding Bond Resolution by the County Board of Commissioners, the BPW will take all legal procedures and steps necessary to effectuate the sale, issuance and delivery of the Refunding Bonds.

b. The BPW in consultation with the Local Unit will make a determination based upon then prevailing market conditions if, and when, to refund the Prior Bonds.

c. The County and the BPW, upon receipt of proceeds of sale of the Refunding Bonds, will comply with all provisions and requirements of law, the Refunding Bond Resolution and this Refunding Contract relative to the disposition and use of the proceeds of the Refunding Bonds to refund the Prior Bonds and to pay the costs thereof.

d. The County will use Refunding Bonds proceeds to refund the Prior Bonds and pay costs of issuance and shall not make any investments or take any other actions which would cause the Refunding Bonds herein authorized to be constituted as arbitrage bonds pursuant to any applicable federal statutes or regulations.

Section 4. Payments by Local Unit. The full principal amount of the Refunding Bonds shall be charged to, and paid to the BPW by the Local Unit in annual principal installments, together with interest and other expenses as herein provided. It is understood and agreed that the Refunding Bonds of the County will be issued in anticipation of such payments by the Local Unit.

It is agreed that the Local Unit shall pay to the BPW the principal amounts of the Refunding Bonds thirty (30) days prior to the annual principal maturity date of the Refunding

Bonds (or on such other date as shall be agreed upon by the Local Unit and the BPW), and in addition, as accrued interest on the principal installments remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date shall be paid thirty (30) days prior to each interest payment date on the Refunding Bonds (or on such other date as shall be agreed upon by the Local Unit and the BPW). From time to time as the BPW is billed by the registrar/transfer/paying agent for the Refunding Bonds for their services, and as other costs and expenses accrue to the BPW from handling of the payments made by the Local Unit or from other action taken in connection with the Refunding Bonds, the BPW shall notify the Local Unit of the amount of such fees, costs and expenses, and the Local Unit shall, within thirty (30) days from such notification, remit to the BPW sufficient funds to pay such amounts. The Local Unit shall pay to the County additional sums, if any, due and owing on the Refunding Bonds at such times and in such manner as shall be required by the terms of the Refunding Bonds.

If the Refunding Bonds are redeemable prior to maturity at the option of the County, then the Local Unit shall have the right to prepay its installment payments due under this Refunding Contract and thereby request that the BPW cause redemption of all or part of the Refunding Bonds as provided in the Refunding Bonds. The BPW shall cause such notice or notices of redemption to be made at the times and in the manner prescribed in the Refunding Bonds. Notwithstanding the foregoing, the obligation of the Local Unit to make payments of principal and interest and premium, if any, for the Refunding Bonds shall continue hereunder until the Refunding Bonds are paid in full.

The BPW shall, within thirty (30) days after the delivery of the Refunding Bonds, furnish the Local Unit with a complete schedule of said installments and the interest thereon and due dates and shall also, at least thirty (30) days prior to each due date, advise the Local Unit, in writing, of the exact amount due on said date. The failure to give such notice shall not, however, excuse the Local Unit from making their required payments when due under the provisions hereof.

If any installment payment as herein provided is not paid when due, the amount so not paid shall be subject to a penalty in addition to interest of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

Section 5. Limited Tax Full Faith and Credit Pledge of Local Unit. The Local Unit, pursuant to authorization of Section 12 of Act 185, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for payment of the Refunding Bonds as expressed in this Refunding Contract. Pursuant to such pledge, if other funds are not available, the Local Unit shall be required to pay such amounts from its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the Local Unit in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Refunding Contract becoming due before the time of the following year's tax collections, such annual levy, however, to be subject to applicable constitutional and statutory tax rate limitations. The herein stated contractual commitments of the Local Unit are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the Local Unit in anticipation of which the Refunding Bonds are issued. Nothing herein contained shall be construed to prevent the Local Unit from using any, or any combination of, the means and methods provided in paragraph 2,

Section 12 of Act 185 for the purpose of providing funds to meet its obligations under this Refunding Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

The Local Unit hereby acknowledges that it will use funds from all sources legally permitted by Act 185 for payment of the installments due under this Refunding Contract.

Section 6. Prepayments by Local Unit. Additional moneys over and above any of the payments specified in this Refunding Contract may be prepaid as provided in the Contract and other provisions of this Refunding Contract.

Section 7. Payment Default by Local Unit. In the event that the Local Unit shall fail for any reason to pay to the BPW at the times specified the amounts required to be paid by the provisions of this Refunding Contract, the BPW shall immediately give notice of such default and the amount thereof, in writing, to the Local Unit Treasurer, the County Treasurer of the County, the Treasurer of the State of Michigan, and such other officials charged with disbursement to the delinquent Local Unit of funds returned by the State and now or hereafter under Act 185 available for pledge as provided in this paragraph and in Section 17 of Act 185, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to the delinquent Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the delinquent Local Unit, to the extent permitted by law, to withhold from its respective aforesaid funds the maximum amount necessary to cure any deficit it may incur and to pay said sums so withheld to the BPW, to apply on its obligations in default as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and statutes, the purpose of this provision being to voluntarily pledge and authorize the use of said funds owing to the Local Unit to meet any of its past-due obligations due under the provisions of this Refunding Contract. In addition to the foregoing, the BPW shall have all other rights and remedies provided by law to enforce the obligations of the Local Unit to make its payments in the manner and at the times required by this Refunding Contract. The Local Unit agrees not to take any action to reduce the right of the County to receive the aforesaid state-returned moneys in the event of default.

Section 8. Preservation of Contract Provisions. All provisions of the Contract not inconsistent herewith, and particularly all covenants relative to the payment of and security for the Prior Bonds made by the Local Unit therein shall remain in full force and effect and shall apply with equal effect to the Refunding Bonds authorized hereby, it being understood that upon issuance of the Refunding Bonds, the Prior Bonds will be redeemed by purchase and the Refunding Bonds shall be substituted therefor and shall be outstanding in their place and stead.

Section 9. Additional Financing. Nothing herein contained shall in any way be construed to prevent additional financing under the provisions of Act 185 or any other law for the purpose of constructing all or any portion of additional necessary water or sewage disposal improvements in the Local Unit.

Section 10. Voidability of Refunding Contract; Payment of Expenses. The obligations and undertakings of each of the parties to this Refunding Contract shall be conditioned upon the successful accomplishment of the proposed refunding, and therefore if for any reason whatsoever the Refunding Bonds are not issued, then this Refunding Contract shall be considered void and of no force and effect; provided, however, that in such event, all costs and expenses shall be paid by the Local Unit in accordance with existing commitments to the County and the County shall not be obligated for such costs and expenses.

Section 11. Bondholders' Rights. The BPW and the Local Unit each recognize that the owners from time to time of the Refunding Bonds will have contractual rights in this Refunding Contract, and it is therefore covenanted and agreed by the BPW and the Local Unit that so long as any of the Refunding Bonds shall remain outstanding and unpaid, the provisions of this Refunding Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the Refunding Bonds or the prompt payment of principal of or interest thereon. The Local Unit and the BPW each further covenants and agrees that it will comply with its respective duties and obligations under the terms of this Refunding Contract promptly at all times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the Refunding Bonds, the security therefor, or the prompt payment of principal of and interest thereon. It is hereby declared that the terms of this Refunding Contract insofar as they pertain to the security of the Refunding Bonds shall be deemed to be for the benefit of the owners of the Refunding Bonds.

Section 12. Refunding Contract Term. This Refunding Contract shall remain in full force and effect for a period of twenty-five (25) years from the date hereof, or until such lesser time as the Refunding Bonds issued by the County are paid, at which time this Refunding Contract shall be terminated, and the provisions of the Contract relative to disposition of the System shall be carried out. In any event, the obligations of the Local Unit to make its payments required hereunder shall be terminated at such time as all of the Refunding Bonds are paid in full by the Local Unit, together with all interest and penalties and other obligations hereunder.

Section 13. Benefit of Refunding Contract. This Refunding Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

Section 14. Effective Date. This Refunding Contract shall become effective upon approval by the Village Council of the Local Unit, by the Board of Public Works of the County and by the Board of Commissioners of the County and when duly executed by the Village President and the Village Clerk of the Local Unit and the Chairperson and Secretary of the Board of Public Works for and on behalf of the County. This Refunding Contract may be executed in several counterparts.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year first above written.

COUNTY OF CASS
By the Board of Public Works

By_____
Chairperson

By_____
Secretary

VILLAGE OF EDWARDSBURG

By_____
Its Village President

By_____
Its Village Clerk

37648271.1/101520.00034

R-217-21

COUNTY OF CASS
STATE OF MICHIGAN

RESOLUTION AUTHORIZING ACT 185 BONDS
LAKES AREA SEWER SYSTEM REFUNDING BONDS, SERIES 2022
(LIMITED TAX GENERAL OBLIGATION)

Minutes of a regular meeting of the Board of Commissioners (the "Board") of the County of Cass, State of Michigan (the "County"), held on December 16, 2021, at 6:30 p.m., Eastern Standard Time.

PRESENT: Commissioners_____

_____

ABSENT: Commissioners_____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, the County, pursuant to the authority conferred upon it by Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), did, by resolution duly adopted by at least a two-thirds (2/3) vote of the members-elect of its Board, establish a department of public works in and for the County for the administration of the powers conferred upon the County by Act 185; and

WHEREAS, pursuant to the authorization of Section 2 of Act 185, a Board of Public Works (the "Board of Public Works") has been appointed and is functioning as the governing body of said department; and

WHEREAS, pursuant to Act 185, the County has previously established Cass County Sewage Disposal System (Lakes Area Sewer Authority Section) (the "System") within the Township of Porter, County of Van Buren ("Porter Township"), the Township of Volinia ("Volinia Township"), the Township of Marcellus ("Marcellus Township"), and the Village of Marcellus, all within the County of Cass ("Marcellus Village" and together with Porter Township, Volinia Township and Marcellus Township, the "Local Units"), in the County; and

WHEREAS, pursuant to the provisions of Act 185, the County through the Board of Public Works, the Local Units and the Lakes Area Sewer Authority (the "Authority") entered into the DPW Contract, dated as of August 1, 2008 (the "Contract"), for the acquisition, construction and financing of the System, together with all necessary and related appurtenances, attachments, works, instrumentalities, land, rights in land and properties used or useful in connection with the operation of the System; and

WHEREAS, pursuant to the Contract, the County issued its Lakes Area Sewer Authority

Bonds, Series 2009 (Limited Tax General Obligation), dated September 1, 2009 (the "2009 Bonds"), in the original aggregate authorized amount of $9,400,000 (the 2009 Bonds subject to optional redemption referred to herein as the "Prior Bonds"); and

WHEREAS, pursuant to Act 185 and the terms of the Contract, Van Buren County consented to the establishment and operation of the System and the Authority as well as the issuance of the 2009 Bonds; and

WHEREAS, pursuant to the terms of the Contract, the consent of Van Buren County to issue additional bonds is not required; and

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), permits the County to refund all or part of the funded indebtedness of the County; and

WHEREAS, the Local Units, the Board of Public Works and the County have been advised that current conditions in the bond market could permit the Prior Bonds to be refunded at a significant savings; and

WHEREAS, the Local Units and the Board of Public Works have determined that it is in the best interest of the Local Units and the County to refund all or a part of the Prior Bonds, and the Board of Public Works has recommended to this Board of Commissioners that such refunding be undertaken; and

WHEREAS, a Refunding Contract, dated as of June 1, 2021 (the "Refunding Contract" and together with the Contract, the "Contracts"), among the County, by and through the Board of Public Works and the Local Units has been prepared pursuant to authority of Act 34 and Act 185 providing for the implementation of such refunding and for other details in connection therewith, the Refunding Contract made a part of this resolution by this reference thereto; and

WHEREAS, the Refunding Contract has been duly approved by resolutions of the Board of Public Works and the legislative bodies of the Local Units and has been fully executed by the Local Units; and

WHEREAS, the Refunding Contract must be approved by resolution of the County Board of Commissioners and then executed by the Board of Public Works; and

WHEREAS, the Board of Public Works has approved this resolution and recommended its adoption by this Board of Commissioners; and

WHEREAS, the County desires to sell the bonds pursuant to a negotiated sale in order to preserve maximum flexibility in the timing and structure of the transaction and to minimize the costs of issuance thereof.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF CASS, STATE OF MICHIGN AS FOLLOWS:

1. Refunding Contract. The Refunding Contract is hereby approved, confirmed and ratified. The County Clerk is authorized and directed to transmit such approval to the Board of

Public Works. The Chairperson and the Secretary of the Board of Public Works are authorized and directed to execute the Contract for and on behalf of the County.

2. Issuance of Bonds and Bond Details. For the purpose of refunding all or part of the Prior Bonds and other expenses incident to the issuance of the bonds, there shall be borrowed the total sum of not to exceed Seven Million Three Hundred Thousand Dollars ($7,300,000), or such lesser amount as determined by the County Administrator or Finance Director or the Chair of the Board of Public Works (each an "Authorized Officer"), and in evidence thereof bonds of the County shall be issued in an equivalent aggregate principal amount.

The bonds shall be designated "Lakes Area Sewer System Refunding Bonds, Series 2022 (Limited Tax General Obligation)", the principal of and interest thereon to be payable primarily out of the contractual payments required to be paid by the Local Units pursuant to the Contracts, including without limitation payment of principal and interest on the bonds (the "Contractual Payments"). The bonds shall be issued in fully-registered form of the denomination of $5,000, or any integral multiple thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, and dated as of the date of delivery or such other date as determined an Authorized Officer, at the time of sale of the bonds. The bonds shall mature on May 1 in the years and in the principal amounts as shall be finally determined by an Authorized Officer at the time of sale of the bonds; provided, however, that the final maturity date of the bonds shall be not later than May 1, 2048.

The bonds shall bear interest at a rate or rates to be determined upon negotiated sale thereof, but in any event not exceeding five percent (5.00%) per annum, payable semi-annually on May 1 and November 1 in the years as determined by an Authorized Officer at the time of sale of the bonds, by check drawn on the Paying Agent (hereinafter defined) for the bonds and mailed to the registered owner at the registered address as shown on the registration books of the County maintained by the Paying Agent. Interest shall be payable to the registered owner of record as of the fifteenth (15th) day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this Section may be changed by the County to conform to market practice in the future. The principal of the bonds shall be payable at a bank or trust company qualified to act as paying agent, transfer agent and bond registrar and designated by the Board of Public Works in the notice of sale of the bonds as published (the "Paying Agent") and the Board of Public Works and the County Treasurer each is hereby authorized to enter into all required contractual arrangements with the Paying Agent. In the event the bonds are not held in book-entry-only form as described herein, then the Paying Agent shall also act as bond registrar and transfer agent. The County, through the Board of Public Works or County Treasurer, may designate another qualified institution to serve as paying agent, transfer agent and bond registrar at any time by notice mailed to registered owners of the bonds not less than sixty (60) days prior to an interest payment date.

The bonds may be issued as serial or term bonds or both and shall be subject to optional or mandatory redemption prior to maturity at the times, in the manner and at the prices determined by the Authorized Officer at the time of sale of the bonds, provided that the bonds shall not be sold at a price less than 99% of the principal amount of the bonds, there is a net

present value savings to be realized by the County, and the underwriter's discount shall not exceed one and one-quarter percent (1.25%) of the principal amount of the bonds.

3. Book-Entry-Only. The bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York ("DTC"). So long as the bonds are in the book-entry-only form, the Paying Agent shall comply with the terms of the Letter of Representations to be entered into among the County, the Paying Agent and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. The Chairman and the Secretary of the Board and the County Treasurer each is hereby authorized and directed to enter into the Letter of Representations with DTC in such form as determined by the Chairman or the Secretary of the Board or the County Treasurer, in consultation with bond counsel, to be necessary and appropriate. The Paying Agent is hereby authorized and directed to also enter into the Letter of Representations with DTC as agent for the County. In the event the County determines that the continuation of the system of book-entry-only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the bonds, or the County, the County will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the County shall issue and the Paying Agent as transfer agent shall transfer and exchange bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to be identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the bonds, as provided herein.

4. Negotiated Sale. The County has considered the option of selling the bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34 and based on the advice of the Municipal Advisor (as defined below), has determined that a negotiated sale of the bonds provides the County with greater flexibility in structuring bond maturities and the timing of the sale of the bonds, and will enable the County to better market the bonds to the advantage of the County and its taxpayers.

5. Execution of the Bonds. The Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute said bonds by means of their manual or facsimile signatures when issued and sold for and on behalf of the County and cause the seal of the County, or a facsimile thereof, to be printed or impressed on the bonds. No bond of this series executed by facsimile signature shall be valid until authenticated by an authorized officer of the Paying Agent. The bonds shall be delivered to the Paying Agent for authentication and shall then be delivered to the purchaser in accordance with instructions from the Treasurer of the County or the Secretary of the Board upon payment of the purchase price for the bonds in accordance with the bid therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping.

In the event the bonds are not held in book-entry-only form, then any bond may be transferred upon the books required to be kept pursuant to this Section by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent as transfer agent. Whenever any bond or bonds shall be

surrendered for transfer, the Paying Agent as transfer agent shall authenticate and deliver a new bond or bonds, for like aggregate principal amount. The Paying Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

6. Limited Tax Pledge of Local Units. Said bonds and the interest thereon shall be payable primarily from the Contractual Payments received by the Board on behalf of the County, for the payment of which the Local Units have in the Contracts pledged its full faith and credit pursuant to the provisions of Act 185. Pursuant to the provisions of Section 6, Article IX of the Michigan Constitution of 1963, the Local Units have covenanted and agreed to levy taxes annually to the extent necessary to provide the funds to meet its Contractual Payments when due in anticipation of which the bonds are issued, which taxes shall be subject to statutory and constitutional tax rate limitations. All of such Contractual Payments are hereby pledged solely and only for the payment of principal of and interest on the bonds.

7. Limited Tax Pledge of the County. Pursuant to the authorization provided in Act 185, the full faith and credit of the County is hereby pledged for the prompt payment of the principal of and interest on the bonds as the same shall become due. If for any reason there are not sufficient funds on hand from the Contractual Payments to pay the principal of and interest on the bonds when due, upon written notification by the Board to the County Treasurer of the amount of such deficiency, the County Treasurer shall promptly deposit into the debt retirement fund for said bonds the amount of such deficiency out of general funds of the County. If it becomes necessary for the County to so advance any such moneys, it shall be entitled to reimbursement from any surplus from time to time existing in the fund which said principal and interest are primarily liable, or from any other legally available source. The County recognizes and covenants that its full faith and credit pledge hereunder is a first budget obligation, and, to the extent necessary to provide funds to meet such pledge herein provided, it is obligated to levy ad valorem taxes against the taxable property in the County, which taxes, however, shall be subject to statutory and constitutional tax rate limitations.

8. Debt Retirement Fund. It shall be the duty of the Board or the County Treasurer, after the adoption of this resolution and the sale of the bonds herein authorized, to establish a special depository account to be designated "Debt Retirement Fund - Lakes Area Sewer System Refunding Bonds, Series 2022" (the "Debt Retirement Fund") into which account shall be deposited accrued interest received upon delivery of the bonds, and all Contractual Payments as received, and into which account any advances made by the County pursuant to Section 7 of this resolution shall be deposited. The moneys from time to time on hand in the Debt Retirement Fund shall be used solely and only for the payment of the principal of and interest on the bonds, or, to the extent of any surplus, to reimburse the County for any advances made pursuant to Section 7 hereof. The County shall have the right to invest moneys in the Debt Retirement Fund as provided in the Contracts, which investments may be in obligations other than those of the depository bank or trust company.

9. Bond Proceeds. Proceeds of the bonds shall be used to pay the costs of issuance of the bonds and to secure payment of the Prior Bonds as provided in this paragraph. From the proceeds of the bonds there shall be set aside a sum sufficient to pay the costs of issuance of the bonds in a fund designated the "Lakes Area Sewer System Refunding Bonds, Series 2022 Costs

of Issuance Fund" (the "Costs of Issuance Fund") which may be established by the County or by the Escrow Agent (hereinafter defined). Moneys in the Costs of Issuance Fund shall be used solely to pay expenses of issuance of the bonds. Any amounts remaining in the Costs of Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the bonds.

The balance of the proceeds of the bonds, together with any moneys transferred by the County at the time of sale of the bonds from the debt retirement fund for the Prior Bonds, and any other available funds provided by the County, shall be invested in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the "Escrow Fund") and used to pay principal of and interest on the Prior Bonds to be refunded. The Escrow Fund shall be held by a bank or trust company, as trustee and escrow agent (the "Escrow Agent"), in trust pursuant to an Escrow Agreement (the "Escrow Agreement") which shall irrevocably direct the Trustee to take all necessary steps to call for redemption that portion of the Prior Bonds specified by an Authorized Officer upon sale of the bonds, including publication and mailing of redemption notices, on any date specified by the Authorized Officer on which the Prior Bonds may be called for redemption. The investments held in the Escrow Fund shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal of and interest on the Prior Bonds to be refunded as they become due pursuant to maturity or the call for redemption required by this paragraph, and an Authorized Officer is hereby authorized to select and retain on behalf of the County an Escrow Agent to serve under the Escrow Agreement. The Authorized Officers are each individually authorized and directed to purchase or cause to be purchased, Escrow Securities, including United States Treasury Obligations – State and Local Government Series (SLGS), in an amount sufficient to fund the Escrow Fund.

10. The System. The operation, maintenance and administration of the System shall be under the overall jurisdiction and control of the Board as agency of the County, and the provisions in the Contracts relative to such operation, maintenance and administration are hereby recognized, approved and confirmed.

11. Bond Form. Said bonds shall be in substantially the following form, with such changes as are authorized by an Authorized Officer in accordance with the terms of this resolution or necessary to complete the provisions hereof:

UNITED STATES OF AMERICA
STATE OF MICHIGAN

COUNTY OF CASS

Lakes Area Sewer System Refunding Bond, Series 2022
(Limited Tax General Obligation)

Interest Rate	Date of Maturity	Date of Original Issue	CUSIP
	May 1, 20__	_____ 1, 2022	

Registered Owner:

Principal Amount: Dollars

The County of Cass, State of Michigan (the "County"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on _____ 1, 2022, and semiannually thereafter. Principal of this bond is payable at the corporate trust office of _____, _____, Michigan, or such other paying agent as the County may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Paying Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the County maintained by the Paying Agent, by check or draft mailed to the registered owner at the registered address.

The bonds of this issue are payable primarily from the proceeds of contractual payments to be paid by the Township of Porter (the "Porter Township"), the Township of Volinia ("Volinia Township"), the Township of Marcellus ("Marcellus Township"), and the Village of Marcellus ("Marcellus Village" and together with Porter Township, Volinia Township and Marcellus Township, the "Local Units"), to the Board of Public Works of the County of Cass (the "Board"), acting for and on behalf of the County, pursuant to the Refunding Contract dated as of June 1, 2021 (the "Contract"), among the County and the Local Units, whereby said Board, on behalf of the County, is to refund certain prior bonds of the County. By the provisions of the Contract and pursuant to the authorization provided by law, each Local Unit has pledged its full faith and credit for the payment of its contractual payments. The County has irrevocably pledged to the payment of this issue of bonds the total contractual payments under the Contract, which said total payments are established in the amount required to pay the principal of and interest on the bonds of this issue when due. As additional security for the payment of the bonds of this issue, the County, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and at least a three-fifths (3/5) vote of the members-elect of its Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon. The full faith and credit pledges of the Local Units and the County are limited tax general obligations of each severally, and each is required to pay its respective debt service commitments on the bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which each is authorized to levy. However, the ability of each to levy such taxes is subject to applicable constitutional, statutory and charter tax rate limitations.

This bond is one of a total authorized issue of bonds of even Date of Original Issue aggregating the principal sum of $_____, issued pursuant to a resolution duly adopted by the Board of Commissioners of the County on December 16, 2021 (the "Resolution"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 185, Public Acts of Michigan, 1957, as amended, for the purpose of refunding a certain prior bond issue of the County. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Resolution.

[Bonds of this issue maturing in the years 2022 to 20__, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of $5,000 of this issue maturing in the years 20___ to 2048, inclusive, shall be subject to redemption prior to maturity, at the option of the County, in such order as the County shall determine, on any date on or after May 1, 20___, at par and accrued interest to the date fixed for redemption.]

[Insert Term Bond redemption provisions, if necessary.]

In case less than the full amount of an outstanding bond is called for redemption, the Paying Agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owners of bonds or portions thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. Bonds so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Paying Agent to redeem said bonds.

This bond is transferable only upon the registration books of the County kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed. The Transfer Agent will not be required to (i) issue, register the transfer of or exchange any bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of bonds selected for redemption and ending at the close of business on the day of that mailing, or (ii) register the transfer of or exchange any bond selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the County, including this bond and the series of bonds of which this is one, does not exceed any constitutional or statutory debt limitation.

This bond is not valid or obligatory for any purpose until the Paying Agent's Certificate of Authentication on this bond has been executed by the Paying Agent.

IN WITNESS WHEREOF, the County, by its Board of Commissioners, has caused this bond to be signed in the name of said County with the facsimile signature of the Chairman of the Board of Commissioners and to be countersigned with the facsimile signature of the County Clerk and a facsimile of the corporate seal of said County to be printed hereon, all as of the Date of Original Issue.

COUNTY OF CASS

By_____
Its Chairman, Board of Commissioners

By_____
Its County Clerk

[FORM OF PAYING AGENT'S CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the bonds described in the within-mentioned Resolution.

_____
Paying Agent

By_____
Authorized Signature

Date of Authentication: _____, 2022

[*End Bond Form*]

12. Additional Bonds. Nothing contained in this resolution or the Contracts shall be construed to prevent the County from issuing additional bonds under the provisions of Act 185 for any of the purposes authorized by Act 185, but any such bonds shall in no way have any lien on or be payable out of the Contractual Payments pledged to the payment of the bonds of this authorized issue.

13. Alteration and Enforceability. The provisions of this resolution, together with the Contracts, shall constitute a contract between the County and the owner or owners of the bonds from time to time, and after the issuance of such bonds, no change, variation or alteration of the provisions of this resolution and the Contracts may be made which would lessen the security for the bonds. The provisions of this resolution and the Contracts shall be enforceable by appropriate proceedings taken by such owner either at law or in equity.

14. Covenants. The County covenants and agrees with the successive owners of the bonds that so long as any of the bonds remain outstanding and unpaid as to either principal or interest:

(a) The County and the Board, as agency of the County, will punctually perform all of their obligations and duties under this resolution and the Contracts, including all collection, segregation and application of the Contractual Payments in the manner required by the provisions of this resolution.

(b) The County will take or abstain from taking all actions required by the federal Internal Revenue Code and regulations thereunder as may be necessary to retain for the interest on the bonds the exemption from direct federal income taxation, including specifically all actions and abstention from actions as required by the Non-Arbitrage and Tax Compliance Certificate and related documents furnished in connection with the bonds.

15. Retention of Underwriter and Execution of Bond Purchase Agreement. The County hereby appoints Oppenheimer & Co., Inc. as senior managing underwriter for the bonds (the "Underwriter"). Each Authorized Officer is hereby authorized to appoint one or more co-managing underwriters, if recommended by the Municipal Advisor. Each Authorized Officer is further authorized to negotiate and award the sale of the bonds to the Underwriter pursuant to a bond purchase agreement, subject to the parameters set forth in this resolution. Each Authorized Officer is authorized to execute and deliver the bond purchase agreement on behalf of the County without further approval of the Board, *provided that* the interest rate on the bonds shall not exceed 5.00% per annum, there shall be net present value savings to be realized by the County, and the underwriter's discount shall not exceed 1.25% of the principal amount of the bonds.

An Authorized Officer may, without further approval or direction from the Board, execute a sale order evidencing the final terms of the bonds, and make any of the determinations, covenants and elections authorized by this resolution, provided that the final terms of the bonds shall be within the parameters set forth in this resolution.

16. Further Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transactions authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters.

17. Department of Treasury. The Authorized Officers are each hereby authorized to apply for prior approval to issue the bonds, if necessary, with the Michigan Department of Treasury, and to execute and deliver all other documents and certificates as may be required to be filed with the Michigan Department of Treasury to enable the bonds to be issued and delivered as contemplated by this resolution.

18. Official Statement; Qualification for Insurance; Ratings. Each Authorized Officer is hereby authorized and directed to (a) approve the circulation of a preliminary official statement describing the bonds and to deem the preliminary official statement "final" for purposes of Rule 15c2-12 of the SEC; (b) solicit bids for and approve the purchase of a municipal bond insurance policy for the bonds, if deemed economically advantageous to the County; (c) apply for ratings on the bonds; and, (d) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the bonds.

19. Continuing Disclosure. The County and the Townships of Marcellus, Porter and Volinia, in accordance with the provisions of Rule 15c2-12, as may be amended, promulgated by the Securities and Exchange Commission, shall each enter into an undertaking for the benefit of the holders and beneficial owners of the bonds, as more specifically set forth in Exhibit A hereto (the "Undertakings"); provided, however, that the terms of the Undertakings are subject to completion and modification prior to delivery of the bonds by the authorized officer of the municipality executing the Undertakings as such authorized officer shall deem necessary to comply with law or market requirements. The Authorized Officers are each hereby authorized to execute and deliver the Undertaking on behalf of the County after completion and modification as provided in this resolution.

20. Further Actions. The officers, administrators, agents and attorneys of the County and the Department of Public Works are authorized and directed to execute and deliver all other agreements, documents and certificates and to take all other actions necessary to complete the issuance and delivery of the bonds in accordance with this resolution. The officers, administrators, agents and attorneys of the County and the Department of Public Works are authorized and directed to pay costs of issuance including Bond Counsel fees, Municipal Advisor fees, rating agency fees, Paying Agent fees, Escrow Agent fees, verification agent fees, Municipal Advisory Council fees, Michigan Department of Treasury fees, costs of printing the preliminary and final official statements, purchase of securities for the purpose of funding the Escrow, and any other costs necessary to accomplish sale and delivery of the bonds.

21. Defeasance. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided in this resolution.

[*Remainder of Page Intentionally Left Blank*]

22. Conflicts. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are repealed.

This resolution shall become effective immediately upon its passage.

AYES Members_____

_____

NAYS: Members_____

RESOLUTION DECLARED ADOPTED.

_____
Monica McMichael
County Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the County Board of Commissioners of the County of Cass, State of Michigan, at a regular meeting held on the December 16, 2021, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by said Act.

_____
Monica McMichael
County Clerk

EXHIBIT A

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by _____, State of Michigan (the "Municipality"), in connection with the issuance by the County of Cass of its Lakes Area Sewer System Refunding Bonds, Series 2022 (Limited Tax General Obligation) (the "Bonds"). The Municipality covenants and agrees for the benefit of the Bondholders, as hereinafter defined, as follows:

(a) *Definitions.* The following terms used herein shall have the following meanings:

"Audited Financial Statements" means the annual audited financial statement pertaining to the Municipality prepared by an individual or firm of independent certified public accountants as required by Act 2, Public Acts of Michigan, 1968, as amended, which presently requires preparation in accordance with generally accepted accounting principles.

"Bondholders" shall mean the registered owner of any Bond or any person (a) with the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including any person holding a Bond through a nominee, depository or other intermediary) or (b) treated as the owner of any Bond for federal income tax purposes.

"EMMA" shall mean the MSRB's Electronic Municipal Market Access System, or such other system, Internet Web site, or repository hereafter prescribed by the MSRB for the submission of electronic filings pursuant to the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended, as in effect on the date of this Undertaking, including any official interpretations thereof issued either before or after the date of this Undertaking which are applicable to this Undertaking.

"SEC" means the United States Securities and Exchange Commission.

(b) *Continuing Disclosure.* The Municipality hereby agrees, in accordance with the provisions of the Rule, to provide or cause to be provided to the MSRB through EMMA, on or before the last day of the 6th month after the end of the fiscal year of the Municipality, the following annual financial information and operating data, commencing with the fiscal year ending [_____, 2022], in an electronic format as prescribed by the MSRB:

(1) Updates of the numerical financial information and operating data included in the official statement of the Municipality relating to the Bonds (the "Official Statement") appearing in the Tables in the Official Statement as described below:

[Financial and operating data tables to be listed.]

(2) The Audited Financial Statements. provided, however, that if the Audited Financial Statements are not available by the date specified above, they shall be provided when available and unaudited financial statements will be filed by such date and the Audited Financial Statements will be filed as soon as available

Such annual financial information and operating data described above are expected to be provided directly by the Municipality or by specific reference to documents available to the public through EMMA or filed with the SEC.

If the fiscal year of the Municipality is changed, the Municipality shall send a notice of such change to the MSRB through EMMA, prior to the earlier of the ending date of the fiscal year prior to such change or the ending date of the fiscal year as changed.

(c) *Notice of Failure to Disclose.* The Municipality agrees to provide or cause to be provided, in a timely manner, to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of a failure by the Municipality to provide the annual financial information with respect to the Municipality described in subsection (b) above on or prior to the dates set forth in subsection (b) above.

(d) *Occurrence of Events.* The Municipality agrees to provide or cause to be provided in a timely manner to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of the occurrence of any of the following events listed in (b)(5)(i)(C) of the Rule with respect to the Bonds, if applicable, if material:

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(7) modifications to rights of holders of the Bonds, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution, or sale of property securing repayment of the Bonds, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the Issuer, which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;
(13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
(15) incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material; or
(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the Issuer, any of which reflect financial difficulties.

(e) *Materiality Determined Under Federal Securities Laws.* The Municipality agrees that its determination of whether any event listed in subsection (d) is material shall be made in accordance with federal securities laws.

(f) *Identifying Information.* All documents provided to the MSRB through EMMA shall be accompanied by the identifying information prescribed by the MSRB.

(g) *Termination of Reporting Obligation.* The obligation of the Municipality to provide annual financial information and notices of material events, as set forth above, shall be terminated if and when the Municipality no longer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, including upon legal defeasance of all Bonds.

(h) *Benefit of Bondholders.* The Municipality agrees that its undertaking pursuant to the Rule set forth in this Undertaking is intended to be for the benefit of the Bondholders and shall be enforceable by any Bondholder; provided that, the right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the Municipality's obligations hereunder and any failure by the Municipality to comply with the provisions of this Undertaking shall not constitute a default or an event of default with respect to the Bonds.

(i) *Amendments to the Undertaking.* Amendments may be made in the specific types of information provided or the format of the presentation of such information to the extent deemed necessary or appropriate in the judgment of the Municipality, provided that the Municipality agrees that any such amendment will be adopted procedurally and substantively in a manner consistent with the Rule, including any interpretations thereof by the SEC, which, to the extent applicable, are incorporated herein by reference. Such interpretations currently include the requirements that (a) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Municipality or the type of activities conducted thereby, (b) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (c) the amendment does not materially impair the interests of Bondholders, as determined by parties unaffiliated with the Municipality (such as independent legal counsel), but such interpretations may be changed in the future. If the accounting principles to be followed by the Municipality in the preparing of the Audited Financial Statements are modified, the annual financial information for the year in which the change is made shall present a comparison between the financial statements as prepared on the prior basis and the statements as prepared on the new basis, and otherwise shall comply with the requirements of the Rule, in order to provide information to investors to enable them to evaluate the ability of the Municipality to meet its obligations. A notice of the change in accounting principles shall be sent to the MSRB through EMMA.

IN WITNESS WHEREOF, the Municipality has caused this Undertaking to be executed by its authorized officer.

_____
State of Michigan

By _____

Its _____

Dated: _____, 2022

38410927.2/101520.00034

REFUNDING CONTRACT

THIS REFUNDING CONTRACT, made and entered into as of June 1, 2021 (the "Refunding Contract"), by and among the COUNTY OF CASS, a Michigan county corporation (the "County"), by its BOARD OF PUBLIC WORKS (the "Board"), under the provisions of Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), and Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), (Act 34 and Act 185 together the "Acts"), the TOWNSHIP OF MARCELLUS, a Michigan township corporation located in the County ("Marcellus Township"), the TOWNSHIP OF PORTER, a Michigan township corporation located in the County of Van Buren, Michigan ("Porter Township"), the TOWNSHIP OF VOLINIA, a Michigan township corporation located in the County ("Volinia Township") and the VILLAGE OF MARCELLUS, a Michigan general law village located in the County ("Marcellus Village" and together with Marcellus Township, Porter Township, Volinia Township and Marcellus Village, the "Local Units").

WITNESSETH:

WHEREAS, as authorized by Act 185, the County has previously established the Lakes Area Sewer System (the "System") within the County to serve the Local Units and other units within the County; and

WHEREAS, pursuant to the provisions of Act 185, the County through the Board, the Local Units and the Lakes Area Sewer Authority (the "Authority") did enter into the DPW Contract, dated as of August 1, 2008 (the "Contract"), for the acquisition, construction and financing of certain improvements to the System; and

WHEREAS, pursuant to the Contract, the County issued its Lakes Area Sewer Authority Bonds, Series 2009 (Limited Tax General Obligation) dated September 1, 2009 (the "2009 Bonds"), in the original aggregate authorized amount of $9,400,000; and

WHEREAS, the 2009 Bonds are subject to optional redemption on any date (that portion of the 2009 being refunded, the "Prior Bonds"); and

WHEREAS, the County and the Local Units have been advised that the current conditions in the bond market could permit the Prior Bonds to be refunded at a significant savings; and

WHEREAS, it is the determination and judgment of the County, the Board and the Local Units that the Prior Bonds should be refunded to secure for the Local Units the interest savings anticipated and thereby permit the operation of the System in a more economical fashion for the benefit of the users of the System and the taxpayers of the Local Units; and

WHEREAS, the execution of this Refunding Contract is necessary in order to implement a refunding program; and

WHEREAS, pursuant to Act 185 and the terms of the Contract, the County of Van Buren, Michigan ("Van Buren"), consented to the establishment and operation of the System and the Authority as well as the issuance of the 2009 Bonds; and

WHEREAS, pursuant to the terms of the Contract, the consent of Van Buren to issue additional bonds is not required.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

Section 1. The County, the Board and the Local Units hereby approve and confirm the refunding of all or a portion of the outstanding Prior Bonds under the provisions of the Acts in the manner provided by and pursuant to this Refunding Contract.

Section 2. The County will issue refunding bonds designated as **Lakes Area Sewer System Refunding Bonds, Series 2021 (Limited Tax General Obligation)** (the "Refunding Bonds") in the total principal amount of not to exceed $7,300,000 in order to pay all or a part of the costs of refunding all or a portion of the Prior Bonds. All costs of retiring the Prior Bonds and of issuing the Refunding Bonds, including payment of the principal of and interest on the Prior Bonds, underwriting discount, bond and other printing, administrative, legal expenses, credit enhancement costs, rating fees, trustee and paying agent, registrar and escrow agent fees, if any, and all related expenses shall be paid from the proceeds of sale of the Refunding Bonds or from cash amounts to be made available to pay such costs.

Section 3. To carry out and accomplish the refunding in accordance with the provisions of Michigan law, the County and the Board shall take the following steps:

a. The Board will submit to the Board of Commissioners of the County a resolution providing for the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed $7,300,000 (the "Refunding Bond Resolution"). The Refunding Bonds shall mature serially or be subject to annual sinking fund redemption, as authorized by law, and will be issued in anticipation of the debt service installment payments required to be made by the Local Units as provided in the Contract and as hereinafter provided in this Refunding Contract and will be secured primarily by the contractual obligations of the Local Units to pay said installments when due, including interest and secondarily, if approved by a three-fifths (3/5) majority of the members of the Board of Commissioners, by the full faith and credit of the County. After due adoption of the Refunding Bond Resolution by the Board of Commissioners of the County, the Board will take all legal procedures and steps necessary to effectuate the sale, issuance and delivery of the Refunding Bonds.

b. The Board in consultation with the Local Units will make a determination based upon then prevailing market conditions if, and when, to refund the Prior Bonds.

c. The County and the Board, upon receipt of proceeds of sale of the Refunding Bonds, will comply with all provisions and requirements of law, the Refunding Bond Resolution and this Refunding Contract relative to the disposition and

use of the proceeds of the Refunding Bonds to refund the Prior Bonds and to pay the costs thereof.

d. The County will use Refunding Bonds proceeds to refund the Prior Bonds and shall not make any investments or take any other actions which would cause the Refunding Bonds herein authorized to be constituted as arbitrage bonds pursuant to any applicable federal statutes or regulations.

Section 4. The full principal amount of the Refunding Bonds shall be charged to, and paid to the Board by, each Local Unit in proportion to its proportionate share thereof (as provided in the Contract) (the "Percentage Shares") in annual principal installments, together with interest and other expenses as herein provided. It is understood and agreed that the Refunding Bonds of the County will be issued in anticipation of such payments by the Local Units.

Section 5. It is agreed that the Local Units shall pay to the Board the principal amounts of the Refunding Bonds thirty (30) days prior to the annual maturity date of the Refunding Bonds (or on such other date as shall be agreed upon by the Local Units and the Board), and in addition, as accrued interest on the principal installments remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date shall be paid thirty (30) days prior to each interest payment date on the Refunding Bonds (or on such other date as shall be agreed upon by the Local Units and the Board). From time to time as the Board is billed by the registrar/transfer/paying agent for the Refunding Bonds for their services, and as other costs and expenses accrue to the Board from handling of the payments made by the Local Units or from other action taken in connection with the Refunding Bonds, the Board shall notify the Local Units of the amount of such fees, costs and expenses, and the Local Units shall, within thirty (30) days from such notification, remit to the Board in proportion to the Percentage Shares as provided in the Contract sufficient funds to pay such amounts. The Local Units shall pay to the County in proportion to the Percentage Shares as provided in the Contract additional sums, if any, due and owing on the Refunding Bonds at such times and in such manner as shall be required by the terms of the Refunding Bonds.

Each of the Local Units and the Board expressly reconfirm the terms and provisions of Section 9 of the Contract.

If the Refunding Bonds are redeemable prior to maturity at the option of the County, then each Local Unit shall have the right to prepay its installment payments due under this Refunding Contract and thereby request that the Board cause redemption of all or part of the Refunding Bonds as provided in the Refunding Bonds. The Board shall cause such notice or notices of redemption to be made at the times and in the manner prescribed in the Refunding Bonds. Notwithstanding the foregoing, the obligation of the Local Units to make payments of principal and interest and premium for the Refunding Bonds shall continue hereunder until the Refunding Bonds are paid in full.

The Board shall, within thirty (30) days after the delivery of the Refunding Bonds, furnish the Local Units with a complete schedule of said installments and the interest thereon and due dates and shall also, at least thirty (30) days prior to each due date, advise the Local Units, in

writing, of the exact amount due on said date. The failure to give such notice shall not, however, excuse the Local Units from making their required payments when due under the provisions hereof.

If any installment payment as herein provided is not paid when due, the amount so not paid shall be subject to a penalty in addition to interest of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

Section 6. Each Local Unit, pursuant to authorization of Section 12 of Act 185, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for payment of the Refunding Bonds as expressed in this Refunding Contract. Pursuant to such pledge, if other funds are not available, the Local Unit shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the Local Unit in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Refunding Contract becoming due before the time of the following year's tax collections, such annual levy, however, to be subject to applicable constitutional, statutory and charter tax rate limitations. The herein stated contractual commitments of each Local Unit are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the Local Unit in anticipation of which the Refunding Bonds are issued. Nothing herein contained shall be construed to prevent each Local Unit from using any, or any combination of, the means and methods provided in paragraph 2, Section 12 of Act 185 for the purpose of providing funds to meet its obligations under this Refunding Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

Each Local Unit hereby acknowledges that it will use funds from all sources legally permitted by Act 185 for payment of the installments under this Refunding Contract.

Section 7. Additional moneys over and above any of the payments specified in this Refunding Contract may be prepaid as provided in the Contract and other provisions of this Refunding Contract.

Section 8. In the event that a Local Unit shall fail for any reason to pay to the Board at the times specified the amounts required to be paid by the provisions of this Refunding Contract, the Board shall immediately give notice of such default and the amount thereof, in writing, to each Local Unit Treasurer, the County Treasurer of the County, the Treasurer of the State of Michigan, and such other officials charged with disbursement to the delinquent Local Unit of funds returned by the State and now or hereafter under Act 185 available for pledge as provided in this paragraph and in Section 17 of Act 185, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to the delinquent Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the delinquent Local Unit, to the extent permitted by law, to withhold from its respective aforesaid funds the maximum amount necessary to cure any deficit it may incur and to pay said sums so withheld to the Board, to apply on its obligations in default as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid

to the Local Unit within the meaning of the Michigan Constitution and statutes, the purpose of this provision being to voluntarily pledge and authorize the use of said funds owing to the Local Unit to meet any of its past-due obligations due under the provisions of this Refunding Contract. In addition to the foregoing, the Board shall have all other rights and remedies provided by law to enforce the obligations of each Local Unit to make its payments in the manner and at the times required by this Refunding Contract. Each Local Unit will not take any action to reduce the right of the County to receive the aforesaid state-returned moneys in the event of default.

Section 9. All provisions of the Contract not inconsistent herewith, and particularly all covenants relative to the payment of and security for the Prior Bonds made by each Local Unit therein shall remain in full force and effect and shall apply with equal effect to the Refunding Bonds authorized hereby, it being understood that upon issuance of the Refunding Bonds, the Prior Bonds will be redeemed by purchase and the Refunding Bonds shall be substituted therefor and shall be outstanding in their place and stead.

Section 10. Nothing herein contained shall in any way be construed to prevent additional financing under the provisions of Act 185 or any other law for the purpose of constructing all or any portion of additional necessary water or sanitary sewage improvements in the Local Units.

Section 11. The obligations and undertakings of each of the parties to this Refunding Contract shall be conditioned upon the successful accomplishment of the proposed refunding, and therefore if for any reason whatsoever the Refunding Bonds are not issued, then this Refunding Contract shall be considered void and of no force and effect; provided, however, that in such event, all costs and expenses shall be paid by the Local Units in accordance with existing commitments to the County and the County shall not be obligated for such costs and expenses.

Section 12. The Board and the Local Units each recognizes that the owners from time to time of the Refunding Bonds will have contractual rights in this Refunding Contract, and it is therefore covenanted and agreed by each of the Board and each Local Unit that so long as any of the Refunding Bonds shall remain outstanding and unpaid, the provisions of this Refunding Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the Refunding Bonds or the prompt payment of principal of or interest thereon. Each Local Unit and the Board each further covenants and agrees that it will comply with its respective duties and obligations under the terms of this Refunding Contract promptly at all times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the Refunding Bonds, the security therefor, or the prompt payment of principal of and interest thereon. It is hereby declared that the terms of this Refunding Contract insofar as they pertain to the security of the Refunding Bonds shall be deemed to be for the benefit of the owners of the Refunding Bonds.

Section 13. This Refunding Contract shall remain in full force and effect for a period of twenty-nine (29) years from the date hereof, or until such lesser time as the Refunding Bonds issued by the County are paid, at which time this Refunding Contract shall be terminated, and the provisions of the Contract relative to disposition of the System shall be carried out. In any event, the obligations of each Local Unit to make its payments required hereunder shall be terminated at such time as all of the Refunding Bonds issued on behalf of the Local Unit in accordance with

its Percentage Share are paid in full by the Local Unit, together with all interest and penalties and other obligations hereunder.

Section 14. This Refunding Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

Section 15. This Refunding Contract shall become effective upon approval by the governing bodies of each of the Local Units, by the Board of Public Works of the County and by the Board of Commissioners of the County and when duly executed by the Supervisor and the Clerk of each of the Local Units and the Chairperson and Secretary of the Board of Public Works for and on behalf of the County. This Refunding Contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year first above written.

COUNTY OF CASS
By the Board of Public Works

By_____
Chairperson

By_____
Secretary

TOWNSHIP OF MARCELLUS

By_____
Its Supervisor

By_____
Its Township Clerk

TOWNSHIP OF PORTER

By_____
Its Supervisor

By_____
Its Township Clerk

TOWNSHIP OF VOLINIA

By_____
Its Supervisor

By_____
Its Township Clerk

VILLAGE OF MARCELLUS

By_____
Its Village President

By_____
Its Village Clerk

LAKES AREA SEWER AUTHORITY

By_____
Its President

By_____
Its Secretary

37612196.2/101520.00034

CASS COUNTY BOARD OF COMMISSIONERS

R-228-21

APPROVING LAND PURCHASE AND SALE OPTION AGREEMENT FOR SURPLUS COUNTY OWNED PROPERTY LOCATED AT 23770 HOPSITAL ST

WHEREAS, The Cass County Board of Commissioners established a Property Committee to review the County's Buildings and properties to determine what may be excess to County needs; and

WHEREAS, the easterly 65 acres of the County owned property at 23770 Hospital ST has been determined to be surplus to County needs; and

WHEREAS, a land division was completed to divide the existing parcel as follows; and

> **Parcel # 14-030-002-012-12 (Subject Parcel) -** 12A-2, T7S R15W, COM AT S ¼ POST OF SEC 2; TH E ON SD SEC LINE 72 LKS; TH N 26°E ALG RR 32.42 CHS; TH N 11.75 CHS; TH S 89°42'W 15.19 CHS TO CEN OF SD SEC; TH S ON ¼ LINE TO POB. ALSO, THE E 400 FT OF SW ¼ OF SEC 2. ALSO DESCRIBED AS: COM AT S ¼ POST OF SEC 2; TH E ON SD SEC LINE 47.52 FT; TH N 26°E ALG RR 2139.72 FT; TH N 775.5 FT; TH S 89°42'W 1402.54 FT ALG ¼ LINE; TH S 2640 FT TO SD SEC LINE; TH E 400 FT TO POB. 66 A. M/L. SEC 2.
>
> **Parcel # 14-030-002-012-13 (To be Retained) -** 12A, T7S R15W, SW ¼ OF SEC 2. EXC THE E 400 FT OF SW ¼ OF SEC 2. ALSO, EXC COM AT SW COR OF SEC 2; TH N 89°40'47"E 200 FT; TH N 600 FT; TH W 200 FT; TH S TO POB. 121.24 A. M/L. SEC 2.

WHEREAS, Gemstone Solar LLC is interested in acquiring Parcel # 14-030-002-012-12.

NOW, THEREFORE, BE IT RESOLVED by the Cass County Board of Commissioners to authorize the Chair of the Cass County Board of Commissioners to execute the Land Purchase and Sale Option Agreement for Parcel # 14-030-002-012-12 at a rate of $9,000.00 per acre, contingent upon successful rezoning of the parcel from R-R to A-1.

ADOPTED THIS 16th DAY OF DECEMBER, 2021

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Dwight Dyes, Chair
CASS COUNTY BOARD OF COMMISSIONERS

LAND PURCHASE AND SALE OPTION AGREEMENT

THIS LAND PURCHASE AND SALE OPTION AGREEMENT (this "**Agreement**"), dated effective as of the last date written below in the signature blocks (the "Effective Date"), is made and entered into, by and between, **The County of Cass**, a Michigan municipal corporation, together with its successors and assigns (whether one or more, "**Optionor**"), and **Gemstone Solar LLC**, a Delaware limited liability Company, together with its successors and assigns ("**Optionee**"), (each a "**Party**" and collectively the "**Parties**").

RECITALS:

WHEREAS, Optionor is the owner of that certain real property located in the County of Cass, Township of Jefferson, State of Michigan, consisting of approximately +/- 65 acres of land, commonly known (for reference only) as Cass County Tax Assessor Parcel Number(s) 14-030-002-012-12 and more particularly described in **Exhibit "A"** attached hereto and incorporated by this reference, together with Optionor's rights, title and interest in and to: (i) all buildings, structures, improvements, other constructions, and all component parts and fixtures located thereon, if any; (ii) all appurtenances, hereditaments, servitudes, easements, rights-of-way, privileges, licenses, reversions, remainders, thereunto appertaining, including, without limitation, any right, title and interest of Optionor in and to development rights, division rights, well rights, water rights and/or water shares, and air rights to the same belonging or in any way appertaining thereto, if any; (iii) all oil, gas, minerals and related rights of every kind and nature on, in or under the land, to the extent not previously reserved, if any; (iv) any rights, title and interest of Optionor in and to any adjoining strips or gores of property and any land lying within the bed of any creek, stream, or waterway, in, on or across, abutting or adjacent to the land, and any adjoining street, alleys, or rights of way, whether opened or proposed, abandoned or revoked, if any; (v) rights, claims, and causes of action of any kind or character whatsoever pertaining to the land, whether real or personal in nature, accrued, current, future, contingent, known or unknown, foreseen or unforeseen, (vi) any water rights, applications, permits and certificates pertaining to the land; and (vii) any other rights or privileges appurtenant to such land or used in connection therewith, if any (collectively, the "**Property**").

WHEREAS, Optionor desires to grant Optionee the sole and exclusive right and option to purchase the Property on the terms and conditions hereof; and

WHEREAS, Optionee desires to acquire the sole and exclusive right and option, but not the obligation, to purchase the Property on the terms and conditions hereof, in order to develop and operate a renewable solar power generation facility on the Property or for other purposes as determined by Optionee.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements set forth herein below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. **OPTION TO PURCHASE PROPERTY.** Optionor hereby grants to Optionee the exclusive right and option, but not the obligation, to purchase the Property for the sum of Nine Thousand

Dollars ($9,000.00) per acre (the "**Purchase Price**"), on the terms and conditions set forth herein (the "**Option**"). For purposes of calculating the Purchase Price, the acreage of the Land shall be as is determined by a survey obtained by Optionee, and agreed to by Optionor, and the Purchase Price shall be prorated for less than one full acre. Optionee may not purchase less than all of the parcel constituting the Property.

2. **TERM; EXERCISE OF OPTION.** Optionee shall have the exclusive and irrevocable right to exercise the Option during a period of time beginning on the Effective Date of this Agreement and ending on the second (2nd) anniversary of such Effective Date (the "**Term**"). Optionee may terminate or exercise the Option by giving written notice to Optionor pursuant to **Section 23.d.** below (as applicable, the "**Termination Notice**" or "**Exercise Notice**") at any time prior to the expiration of the Term. The date Optionor receives the Exercise Notice from Optionee shall be known as the "**Exercise Date,**" and on such date, Optionor and Optionee shall be bound by a contract to sell. This Agreement shall automatically terminate and no Party will have any further obligation under this Agreement upon (i) Optionee's delivery of a Termination Notice, or (ii) if not earlier terminated as set forth in (i), the expiration of the Term in the event Optionee fails to deliver the Exercise Notice to Optionor prior to the expiration of the Term.

3. **OPTION DEPOSITS.**

   a. **Option Deposit Payment Amounts:** Subject to Optionee's right to terminate this Agreement at any time, the following amounts will be due and payable to Optionor as follows and applied to the Purchase Price at Closing:

      Deposits:

      Year 1 of the Term: $1,000.00 due and payable within thirty (30) days after the Effective Date of this Agreement. Payment of this first Deposit is subject to Optionee's receipt of a completed Form W-9 from the Optionor; and

      Year 2 of the Term: $2,000.00 – paid as follows: one-half (1/2) due and payable within thirty (30) days after the first anniversary of the Effective Date and one-half (1/2) due and payable within thirty (30) days after the date that is eighteen (18) months after the Effective Date.

      Each of the foregoing are hereafter referred to individually as a "**Deposit**" and collectively as the "**Deposits**". Optionee's obligation to pay the Deposits during the Term shall immediately cease upon the earlier of the date this Agreement is terminated by Optionee or the Exercise Date.

   b. If Optionee fails to timely pay any Deposit, Optionor shall give Optionee written notice of such non-payment and shall allow a five (5) day period following Optionee's receipt of such notice of non-payment within which Optionee may pay such delinquent Deposit, in which case the Deposit will be deemed to have been timely paid on the applicable payment date. If Optionee fails to pay the delinquent Deposit within such five (5) day period, this Agreement shall terminate without further notice and Optionor may retain all Deposits.

4. **DUE DILIGENCE.** In consideration of Optionee's payment of the Deposits as they become due, Optionee shall have the right at all times during the Term to conduct an investigation of the Property to clearly define any development issues and determine whether, in its sole discretion, to proceed with the purchase of the Property and the subsequent development and construction thereof. Such inspections and evaluations may include, without limitation, approving the physical condition and title to the Property and obtaining all permits, variances, subdivisions, rezonings, any utility, municipal, governmental, quasi-governmental and any other approvals deemed by Optionee to be necessary for Optionee to develop the Property for Optionee's intended use. Optionor and Optionee agree that Optionee will conduct its own environmental assessment of the Property to independently determine if the Property is suitable for Optionee's intended use.

   a. **Inspection of Property.** Optionor grants to Optionee and Optionee's authorized employees, agents, consultants, contractors (including subcontractors and vendors) and representatives (collectively, "**Authorized Personnel**") the right and privilege to enter onto the Property to inspect and evaluate the Property and make such applications as deemed necessary or appropriate by Optionee for Optionee's intended use, including but not limited to zoning or subdivision approval and acquiring of permits, and to conduct any such surveying, title examination, zoning investigations, architectural, engineering, environmental (including drilling, soil sampling and analysis and any other environmental analysis), topographical, geological, archeological, historical, wetland, natural resource, soil, marketing, feasibility, and other investigations, tests, borings, measurements, and inspections as Optionee deems necessary or desirable with respect to Optionee's intended use of the Property (collectively, the "**Inspections**"). Optionee will provide Optionor with at least three (3) days' advance written notice prior to the first day of any such site visits.

      If Optionee does not purchase the Property pursuant to this Agreement, then Optionee shall promptly restore the Property as to any damage caused by Optionee or its Authorized Personnel in making the Inspections substantially to the condition existing prior to such damage, normal wear and tear excepted. Optionee shall indemnify, defend and hold Optionor and its employees, members, managers and lenders harmless from any such damage or loss resulting from the negligence or willful misconduct of Optionee or its Authorized Personnel in connection with the Inspections. Optionee will not permit any lien to continue in place against the Property beyond ten (10) days after notice of same as a result of its or its Authorized Personnel's Inspection activities on the Property. Optionee's obligations set forth in this **Section 4.a.** shall survive the termination or expiration of this Agreement for a period of twelve (12) months from the expiration or earlier termination of this Agreement.

   b. **Optionor's Cooperation.** Optionor shall cooperate reasonably and in good faith with Optionee and Optionee's Authorized Personnel in completing all Inspections. Notwithstanding any provision or inference to the contrary, Optionor, at Optionor's sole expense, shall cause the termination or release of all liens, mortgages, monetary encumbrances, leases, surface rights, licenses, and other occupancies affecting the Property, at or prior to the Closing Date (hereinafter defined). Optionor shall cooperate reasonably and in good faith (without expense to Optionor or binding the Property in any

way if Optionee does not purchase the Property pursuant to this Agreement), with the execution of applications and other documents reasonably necessary or appropriate to further Optionee's efforts to obtain the consents, approvals, rezoning and permits reasonably necessary or appropriate for Optionee's intended use of the Property, provided that no rezoning shall be approved or applicable in connection with the Property unless and until Optionee acquires title to the Property. Optionor acting in its governmental capacity has no obligation to approve any application, action or license submitted by Optionee.

Optionee may terminate this Agreement in its sole discretion at any time prior to the expiration of the Term, without cause or penalty, by delivering a Termination Notice to Optionor. If such notice is delivered, the Deposits paid by Optionee and received by Optionor shall be retained by Optionor, the Optionee's obligation to pay any Deposits from and after such termination date shall cease, this Agreement shall terminate, and no Party will have any further obligation under this Agreement.

5. **OPTIONOR REPRESENTATIONS AND WARRANTIES.** To induce Optionee to enter into this Agreement, Optionor hereby makes the following representations, warranties, and covenants, as of the Effective Date and the Closing Date:

   a. Pursuant to **Section 6.a.**, Optionor will deliver to Optionee, to the extent they are in Optionor's possession or control, copies of all previously existing title insurance policies, title exceptions and materials, binders and reports, surveys, and other materials relating to the soil, surface or groundwater, topography, and environmental history and condition of the Property.

   b. Optionor has no current knowledge, without making any inquiry, that any fact or condition exists that would result in the termination of the Property's access to and from any presently existing public roads or highways adjoining or situated on the Property or to any existing water, sewer, or any other utility facility serving, adjoining or situated on the Property.

   c. Optionor has good and marketable fee simple title to the Property, free and clear of all liens, mortgages, monetary encumbrances, property taxes, encumbrances, and restrictions, except for taxes for the year of Closing. In no event shall any liens, mortgages or other monetary encumbrances be permitted exceptions to title, and all such liens, mortgages or other monetary encumbrances shall be fully satisfied by Optionor and removed of record at or prior to Closing.

   d. The Optionor's Board of Commissioners have approved this Agreement and as such Optionor has the full right, power, and authority to execute, deliver and perform this Agreement without the necessity of obtaining any further consents or approvals from, or taking of any other actions with respect to, any third party (including Optionor's current or former spouse, any co-trustee, or any members, managers, officers or directors, if any) to enter or perform this Agreement, and this Agreement, when executed and delivered by the Optionor and Optionee, will constitute the valid and binding agreement of Optionor, enforceable against Optionor in accordance with its terms.

e. Optionor is not currently aware of any condemnations, eminent domain proceedings, or similar proceedings affecting any part of the Property and no such proceeding shall be pending on the Closing Date. To Optionor's reasonable knowledge, no such condemnations or other proceedings are threatened, expected, or planned.

f. To Optionor's reasonable knowledge, there are no service contracts or agreements relating to the operation, maintenance, or security of the Property by which Optionor or the Property is bound, and which will survive the Closing.

g. Optionor is not subject to any commitment, obligation, or agreement, including, but not limited to, any right of first refusal or option to purchase granted to a third party, which would or could prevent Optionor from completing the sale of the Property as contemplated by this Agreement.

h. Optionor has filed all federal, state, and local tax returns as required by law and has paid all real and personal property taxes and assessments due and payable with regard to Optionor and the Property. Further, to Optionor's reasonable knowledge, there are no public assessments or liens against the Property or any claims pending that would result in the creation of any liens for public improvements, including, without limitation, water, sanitary, or storm sewers or drainage facilities, whether such improvements have been completed or are being developed.

i. Optionor believes, but has taken no action to verify, that Optionor's activities on the Property have complied with all applicable laws, ordinances, and regulations of all applicable governmental authorities, including, without limitation, those relating to health, subdivision, development, land or soil disturbance, environmental matters, hazardous waste, radon emission, interstate land sales, toxic materials, and zoning and land use matters. A tenant farms on the Property, and Optionor has no knowledge regarding the activities of the tenant.

j. There are no actions, suits, proceedings, attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any applicable debtor relief laws existing pending, or, to Optionor's reasonable knowledge, threatened, or anticipated that affect the Property or relate to or affect Optionor's ownership, the operation or maintenance of the Property, or Optionor's ability to convey the Property to Optionee pursuant to this Agreement or otherwise perform its obligations hereunder.

k. Except for a farmer tenant, Optionor has sole and exclusive possession of the Property, and will deliver possession of the Property free of all leases on the Closing Date.

l. Optionor has not used, generated, manufactured, stored, or disposed of any Hazardous Materials (defined below) in, at, on, under or about the Property or transported any Hazardous Materials to or from the Property. During Optionor's ownership, Optionor believes, without taking action to verify, (i) the Property is not in violation, nor has been or is currently under investigation for violation, of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene, worker health and safety, or to the

environmental conditions in, at, on, under, or about the Property, including soil and groundwater conditions; (ii) the Property has not been, to Optionor's reasonable knowledge, without taking action to verify, subject to a deposit of any Hazardous Materials during Optionor's ownership; (iii) Optionor, without inquiry, believes there has been no discharge, migration, or release of any Hazardous Materials from, into, on, onto, or under the Property during Optionor's ownership; and (iv) to Optionor's reasonable knowledge, without inquiry, there is not now, on or in the Property underground storage tanks or surface or below-grade impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers, or other equipment. "**Hazardous Materials**" shall mean any elements, compounds, solutions, mixtures, substances, materials, or other matter of any kind, including solid, liquid, or gaseous materials that are: (i) listed or defined as a "hazardous waste", "extremely hazardous waste", "restricted hazardous waste", "hazardous substance", or "toxic substance" under any municipal, local, state, or federal law, code, ordinance, or other regulation; (ii) petroleum, oil and gas, mold or radon; (iii) asbestos; (iv) polychlorinated biphenyl; (v) designated a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317); (vi) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901. et seq., (42 U.S.C. § 6903); (vii) defined a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (viii) defined as a toxic substance in the Toxic Substance Control Act (1511 U.S.C. § 2601 et seq.); (ix) contaminants of soil or groundwater and cause degradation of the soil and/or water to the extent that mitigation methods are needed to restore the soil or water to its natural state; or (x) causes or contributes to damage to human health or the environment. Optionor has no knowledge regarding the activities of the farmer tenant on the Property.

m. During the term, Optionor shall (i) preserve the Property, in its present condition, ordinary wear and tear excepted, (ii) comply with all laws, ordinances, regulations, and orders relating or applicable to the Property and shall timely pay all taxes applicable to the Property, and (iii) promptly notify Optionee of any material change affecting the condition of the Property.

n. During the Term, Optionor shall not (i) convey the Property or any portion thereof or interest therein, (ii) encumber the Property with liens that will not be released at or prior to the Closing, (iii) restrict the Property, (iv) change or extend the terms of any lease on the Property as of the Effective Date without Optionee's written consent, or (v) without written approval of Optionee, neither negotiate nor grant or otherwise enter into any contract, easements, rights of way, mineral lease or other similar agreement granting rights or interests affecting the Property which cannot be terminated upon no more than thirty (30) days' notice without charge, cost, penalty, or premium.

o. No uncured breach or default, whether declared or not, including, without limitation, nonpayment of any sum or nonperformance of any obligation, exists under, or with regard to, any obligation of Optionor that is secured by a mortgage or lien on the Property.

p. Neither Optionor nor, to the best of its actual knowledge without any investigation or inquiry, any of its affiliates, is a person or entity with whom U.S. persons are prohibited from doing business with under applicable laws, including, without limitation, the regulations of the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of Treasury (e.g. OFAC's Specially Designated and Blocked Persons list), Executive Order 13224 and the USA Patriot Act.

q. The Property is not part of, enrolled in, or otherwise subject to Michigan Farmland Preservation Program (formerly known as P.A. 116) ("Farmland Program") (or subject to a Farmland Development Rights Agreement ("FDRA")), and Optionor shall not apply for inclusion of the Property into any Farmland Program (or subject the Property to a FDRA), or any similar program by which development or construction is restricted.

r. To Optionor's reasonable knowledge, without inquiry, the Property has not been determined to be a "facility" as that term is defined in MCL 324.20101. The following environmental reports and/or due care plans are being provided to Optionee in connection with this Agreement: None.

Optionor represents and warrants to Optionee that the foregoing representations and warranties are true and correct as of the Effective Date and shall be true and correct as of the Closing Date.

The obligations of Optionee to close this transaction are subject to all representations and warranties of Optionor being materially true and correct as of the Effective Date and the Closing Date as if such representations and warranties were being made on such date. If any of said representations or warranties are not materially correct or remain unfulfilled on or as of the Closing Date, and notwithstanding anything to the contrary in this Agreement, Optionee shall have the right to terminate this Agreement, whereupon the Deposits shall be returned to Optionee, and all Parties shall be relieved of any further obligations hereunder. In the event any such representations or warranties are not materially correct or remain unfulfilled on or as of the Closing Date due to the willful misconduct of Optionor, the Deposits shall be returned to Optionee.

6. CLEAR TITLE.

a. Within thirty (30) days after the Effective Date of this Agreement, Optionor shall deliver to Optionee copies of any existing title insurance policies or abstracts of title, exceptions and materials, binders and reports, surveys, and other materials relating to the soil, surface or groundwater, topography, and environmental history and condition of the Property that are in Optionor's possession or which Optionor might obtain possession by reasonable efforts. At Closing, Optionor shall pay for any update of the title information that might be necessary for Optionee to obtain title insurance for the Property and shall execute and deliver any title company reasonable affidavits and indemnities (to the extent permitted by law) and other documents as may be required to issue the title insurance policy in accordance with Optionee's requirements, including, without limitation, a gap indemnity and documents to clear title defects.

b. Optionor shall convey marketable title to the Property via deed (the "**Deed**") in the form attached hereto as **Exhibit C**. Marketable title shall be determined according to applicable Title Standards adopted by authority of the State Bar of the State in which the Property is located and in accordance with the laws of the state in which the Property is located.

c. If Optionee discovers that the title is defective or is otherwise objectionable to Optionee, then Optionee shall deliver to Optionor a written notice specifying the defect(s) and objections. Optionor will have ninety (90) days from receipt of such notice to remove said defect(s) and objections and, if necessary, Optionor and Optionee will agree to extend the Closing Date to allow such removal. If Optionor is unsuccessful in removing said defects and objections within said time, Optionee shall have the option of either accepting the title as it then is and obtaining such title coverage or endorsements as it desires relating to such defects at Optionor's reasonable cost, or terminating this Agreement, in which case the Deposits shall be returned to Optionee, and both Parties shall be released from all further obligations under this Agreement. Optionor shall pay all expenses to clear title defects or objections.

7. CONDITIONS PRECEDENT TO OPTIONEE'S OBLIGATION TO CLOSE.

a. **Optionee's Conditions Precedent.** Notwithstanding any provision in this Agreement to the contrary, the obligation of Optionee to close on the purchase of the Property under this Agreement shall be contingent upon the satisfaction, in Optionee's sole and reasonable determination, of the following conditions:

i. No material adverse change in the condition of the Property has occurred since the delivery of the Exercise Notice to Optionor;

ii. Any of Optionor's mortgage(s), liens, lis pendens, or monetary encumbrances secured by the Property and all applicable assessments and taxes due and payable on the Property have been paid in full or will be paid in full before the Closing Date or at the Closing Date out of the proceeds due to Optionor under this Agreement (except for ad valorem taxes for the year in which Closing occurs, which shall be prorated as of the Closing Date) and discharged;

iii. A title insurer being ready, willing and able to issue to Optionee at Closing an ALTA extended coverage owner's policy of title insurance, irrevocably and unconditionally agreeing to issue such policy, without standard exceptions, insuring that insurable fee simple absolute title to the Property is vested in Optionee, subject only to real property taxes respecting the Property that are not yet due and payable as of the date of Closing, and easements, restrictions, reservations and other matters of record that are not objected to by Optionee in accordance with this Agreement (except mortgages, liens, lis pendens, or monetary encumbrances, which shall be paid prior to or at Closing whether or not Optionee objects to them);

iv. If the Property is subject to a title defect(s) or objection(s) that Optionor has elected to cure pursuant to **Section 6**, Optionor has cured the title defect(s) or objection(s) or will cause such cure in connection with Closing;

v. All of Optionor's representations and warranties in this Agreement are true and correct in all material respects as of the Closing Date;

vi. No material breach by Optionor shall exist under this Agreement and Optionor shall be ready, willing, and able to close under the terms of this Agreement; and

vii. If applicable, Optionee having received all required Land Division Act approvals required for the conveyance of any portion of the Property that is less than a whole tax parcel to Optionee. Owner shall sign the applicable land division application and fully support and cooperate with Optionee in all respects to obtain the required land division approvals; provided, however, that Optionor acting in its governmental capacity has no obligation to support or cooperate with such efforts.

b. **Failure of Optionee's Conditions Precedent.** If at the time of Closing, any of the Optionee's Conditions Precedent above have not been satisfied or waived in the manner required by this Agreement and Optionor does not promptly cause any such unsatisfied Optionee's Conditions Precedent to be satisfied within five (5) days after written notice from Optionee stating which of said conditions have not been satisfied, Optionee may terminate this Agreement and pursue its remedies available under Section 9.b. For avoidance of doubt, the foregoing cure period shall replace and supersede the cure periods set forth in **Section 9.b**.

8. CONDITIONS PRECEDENT TO OPTIONOR'S OBLIGATION TO CLOSE.

a. **Optionor's Condition Precedent.** The obligation of Optionor to close on the sale of the Property under this Agreement shall be contingent upon the satisfaction of the following condition:

i. No material breach by Optionee shall exist under this Agreement, this Agreement shall not have been terminated, and Optionee shall be ready, willing, and able to close under the terms of this Agreement.

b. **Failure of Optionor's Condition Precedent.** If at the time of Closing Optionor's Condition Precedent above has not been satisfied or waived in the manner required by this Agreement, Optionor may terminate this Agreement (subject to Optionee's Cure Period, as defined in **Section 9.a**) and shall be entitled to seek the remedy provided in **Section 9.a**.

9. REMEDIES.

a. **Optionor's Remedies.** In the event of Optionee's breach under this Agreement, Optionee shall have thirty (30) days following receipt of written notice from Optionor to cure such breach ("**Optionee's Cure Period**"). If Optionee fails to cure its breach within Optionee's Cure Period, but Optionee has commenced such cure within such thirty (30)-day period and thereafter is diligently pursuing such cure to completion, then Optionee shall have an extension, but the total aggregate cure period shall not exceed ninety (90) days. If Optionee fails to cure such breach within the allotted time, then Optionor may terminate this

Agreement and retain the Deposits and pursue any and all rights or remedies provided by law, including specific performance and injunctive relief.

b. **Optionee's Remedies.** In the event of Optionor's breach under this Agreement, Optionor shall have thirty (30) days following receipt of notice from Optionee to cure such breach ("**Optionor's Cure Period**"). If Optionor fails to cure its breach within Optionor's Cure Period, but Optionor has commenced such cure within such thirty (30)-day period and thereafter is diligently pursuing such cure to completion, then Optionor shall have an extension, but the total aggregate cure period shall not exceed ninety (90) days. If Optionor fails to cure its breach within Optionor's Cure Period, then Optionee may pursue any or all of the following remedies: (a) terminate this Agreement and promptly receive a refund of the Deposits from Optionor (notwithstanding any provision of this Agreement to the contrary); (b) seek specific performance of this Agreement; (c) if, but only if, Optionor has conveyed all or part of the Property to a third party or has encumbered the Property in violation of this Agreement, then Optionee shall be entitled to a return of the Deposits from Optionor, and Optionee may bring an action against Optionor for damages including Optionee's inspection and development costs, expenses and attorney fees; and/or (d) Optionee may pursue any and all remedies available at law or in equity.

10. RESERVED.

11. CLOSING.

a. This transaction shall be closed (the "**Closing**") and the Deed and other Closing documents delivered within three (3) months following the Exercise Date on a date reasonably determined by Optionee (the "**Closing Date**"). At Optionee's election, Closing may be held electronically or by mail-in of documents or in person in the county where the Property is located, at the office of the attorney or other Closing agent designated by Optionee.

b. At Closing, Optionee shall pay the balance of the cash portion of the Purchase Price by (i) wire transfer or (ii) bank cashier's check or certified check, either of which shall be issued by and drawn on a local institution and Optionor shall furnish the Deed, an owner's affidavit (including as to the absence of liens), a non-foreign status affidavit, real estate transfer valuation affidavit, and any corrective instruments or other documents that may be required in connection with perfecting the title and Optionee obtaining a title insurance policy; acceptable to Optionee in Optionee's sole discretion. The Closing agent shall furnish the Closing statement.

c. At Closing, Optionor shall pay the following: (1) the costs associated with any corrective instruments and any releases of mortgages, liens, lis pendens, or monetary encumbrances secured by the Property (if needed) and recordation thereof and the title update charges necessary for the title insurance; (2) the premium for an ALTA owner's policy of title insurance without standard exceptions; provided that Optionee provides at its cost any survey required by the title company; otherwise, the title policy will be issued with standard exceptions; (3) ½ of any escrow fees; (4) any applicable state and/or county real estate transfer taxes; and (5) Optionor's attorney's fees associated with this Agreement.

d. At Closing, Optionee shall pay the following: (1) the cost of recording the Deed; (2) title insurance premiums for any endorsements added to the ALTA owner's title insurance policy; (3) ½ of any escrow fees; and (4) Optionee's attorney's fees associated with this Agreement.

e. Upon Closing, Optionee will be deemed to have acknowledged that Optionee has had a full and fair opportunity to conduct all the due diligence regarding the Property that Optionee has desired, and that Optionee is fully satisfied with its due diligence, investigations, inspections, survey, title condition and all other matters regarding the Property. Accordingly, upon Closing, Optionee takes the Property in its "as-is" condition and, except as specifically set forth herein, without any warranty or representation.

12. **CONVEYANCE.** Optionor shall convey title to the Property (including 100% of unused land division rights) by general warranty, subject only to matters expressly accepted in writing by Optionee.

13. **SURVEY; ENCROACHMENTS.** Optionee, at Optionee's expense at any time during the Term of this Agreement may have the Property surveyed and certified by a surveyor registered in the state in which the Property is located. If the survey shows any encroachment on the Property or that improvements intended to be located on the Property in fact encroach on setback lines, easements, lands of others, or violate any restrictions, covenants, or applicable governmental regulations, the same shall be treated as a title defect.

14. **LIENS.** Optionor shall furnish to Optionee at time of Closing an affidavit attesting to the absence of any financing statements, claims of lien or potential lienor known to Optionor, further attesting that there have been no improvements or repairs, or any materials furnished to the Property for ninety (90) days immediately preceding the Closing Date and otherwise in a form satisfactory to Optionee. If the Property has been improved, or repaired or materials have been furnished to the Property within said time, Optionor shall deliver releases or waivers of mechanic's liens, executed by all general contractors, subcontractors, suppliers, and materialmen, in addition to Optionor's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and materialmen and further reciting that in fact all bills for work to the Property which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at Closing.

15. **SPECIAL ASSESSMENT LIENS.** Special assessments shall be prorated through the Closing Date, with Optionor paying all such assessments applicable to all periods occurring on or before the Closing Date and Optionee paying all such assessments applicable to all periods occurring after the Closing Date.

16. **PRORATIONS.** Taxes and assessments shall be prorated through the Closing Date. Cash at Closing shall be increased or decreased as may be required by said prorations. Taxes shall be prorated between Optionor and Optionee based on the current year's tax (as of the Closing Date). If Closing occurs at a date when the current year's millage is not fixed, and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated on the prior year's tax. This **Section 16** shall survive the Closing. Optionor shall pay,

when due, all liens or charges for utility services furnished to the Property prior to Closing, whether payable in installments or otherwise, including, without limitation, liens or charges for water and sewer services. Optionor shall be entitled to retain any utility deposits made by Optionor which are refunded. Optionor shall ensure that all utility meters are read as of the date of Closing. If a utility provider cannot issue separate bills to the parties for services rendered before and after the date of Closing, then all current utility charges, whether payable in installments or otherwise, for utility services furnished to the Property shall be prorated between Optionor and Optionee as of the date of Closing. To ensure payment of current charges for water and sewer service (if present at the Property), the title company or other escrow agent that is facilitating the Closing shall withhold from the proceeds payable or distributable to Optionor (and keep in escrow) an amount equal to one hundred twenty-five percent (125%) of the most recent water and sewer bill(s) issued in respect of the Property, which amount shall be disbursed to pay the bill for the current charges for water and sewer, with any excess being returned to Optionor. If a recapture tax is payable on discontinuance of agricultural use based on Optionor's qualified agricultural exemption, then Optionor shall pay that recapture tax out of Optionor's proceeds at Closing. Any repayment of tax or other benefits resulting from termination or expiration of any FDRA, or Farmland Program shall also be paid out of Optionor's proceeds as Closing.

17. **RECORDATION OF MEMORANDUM OF LAND PURCHASE OPTION AGREEMENT.** The Parties agree that this Agreement shall not be recorded in the public records of any public office. Optionee is expressly permitted to elect to record an extract of this Agreement, in a form permitted or required by governing law, in the official records of the county in which the property is located. To that end, Optionor agrees to execute, acknowledge and deliver to Optionee in the form and substance set forth in **Exhibit "B"** (the "**Memorandum**") promptly upon Optionee's request for the same. Optionee shall, immediately upon the termination of this Agreement for any reason, execute and deliver to Optionor a termination of the Memorandum in recordable form sufficient to clear the title to the Property from the Memorandum.

18. **OCCUPANCY.** Optionor shall deliver sole possession of the Property to Optionee on the Closing Date, free of all liens, mortgages, leases, occupancy agreements and monetary liens and encumbrances. Optionor shall remove, by Closing, all personal property that Optionor desires to retain after Closing. All personal property remaining on the Property at Closing shall be automatically transferred to Optionee at Closing, or, at Optionee's option, may be deemed abandoned and may be disposed of by Optionee as it sees fit.

19. **ESCROW.** The Parties agree that any escrow agent receiving funds or equivalent is authorized and agrees by acceptance thereof to deposit promptly and to hold same in escrow and subject to clearance thereof to disburse the same in accordance with the terms and conditions of this Agreement. In the event of doubt as to the escrow agent's duties or liabilities under the provisions of this Agreement, the escrow agent may in the agent's sole discretion, continue to hold the subject matter of this escrow until the Parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the Parties thereto, or the escrow agent may deposit the same with the clerk of the circuit court having jurisdiction of the dispute, and upon notifying all Parties concerned of such action, all liability on the part of the escrow agent shall fully terminate,

except to the extent of accounting for any items theretofore delivered out of escrow. The Parties agree that Channa Fontenot of Stewart Title Guaranty Co., 1360 Post Oak Blvd., 10th Floor, MC #10-1, Houston, Texas 77056, channa.fontenot@stewart.com, shall serve as the escrow agent for the transaction contemplated by this Agreement.

20. **OTHER AGREEMENTS.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. No prior or present negotiations, correspondence, understandings, contracts, proposals, representations, agreements or commitments, oral, written, or otherwise, shall be binding upon Optionee or Optionor unless included in this Agreement. No modifications or changes in this Agreement shall be valid or binding upon the Parties unless in writing and executed by the Party or Parties to be bound thereby.

21. **NO PARTNERSHIP OR JOINT VENTURE.** Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that no provision contained herein, nor any act of the Parties, shall be deemed to create a relationship between the Parties other than the relationship of the Parties, and after exercise of the Option, of Optionor and Optionee.

22. **EXHIBITS.** The exhibits attached hereto are incorporated herein by this reference.

23. **GENERAL PROVISIONS.**

    a. **Assignment.** Optionee may assign its interest in this Agreement, or any part of same, with the written consent of Optionor, which consent will not be unreasonably withheld. Upon such an assignment, Optionee shall be relieved of all further liability under this Agreement, except to the extent of liability arising out of events or circumstances occurring before the effective date of such assignment.

    b. **Risk of Loss.** Prior to Closing, risk of loss or damage to the Property, but excluding loss or damage caused by Optionee's or its Authorized Personnel's negligence or willful misconduct, shall be on Optionor. Upon Closing, risk of loss to the Property shall be on Optionee.

    c. **Condemnation.**

        i. Event of Condemnation. For purposes of this Agreement, a "**Condemnation**" shall exist if eminent domain proceedings are pending, threatened or commenced against any part of the Property. If all or part of the Property is sought to be acquired in fee simple or in some lesser interest by Condemnation (or transferred in lieu thereof), Optionor shall notify Optionee and forward to Optionee copies of all Condemnation documents applicable to the action on the affected portion of the Property within five (5) days after receipt of such notice. Thereafter, Optionee shall have thirty (30) business days in which it may, by notice to Optionor, elect to terminate this Agreement. Notwithstanding anything to the contrary in this Agreement, the Closing Date shall be extended, if necessary, to provide Optionee the thirty (30)-business day period to respond granted in this **Section 23.c.i.** If Optionee elects to

terminate this Agreement, the Deposits shall be retained by Optionor, and both Parties shall be relieved and released of any further liability under this Agreement, except those that expressly survive the termination of this Agreement.

ii. Assignment/Prosecution of Claims. Unless this Agreement is terminated by Optionee, it shall remain in full force and effect; and, provided the transaction under this Agreement closes, at Closing Optionor shall assign, transfer, and set over to Optionee all of Optionor's right, title, and interest in and to any claim, award, judgment, or proceeds that may be paid, payable, available, or made on account of such Condemnation, whether before or after the Closing Date, and the Property shall be delivered to Optionee subject to any such Condemnation. Optionor, in any proceedings regarding Condemnation prior to the Closing Date or any assignment to Optionee of applicable settlement proceeds, shall use commercially reasonable efforts to recover the fair market value as compensation for the Condemnation. Optionor shall cooperate fully and in good faith with Optionee to affect the assignment and further prosecution of any such claims until Optionor is removed as a Party to the applicable proceedings. Notwithstanding anything to the contrary in this Agreement, in no event shall Optionor be obligated to pay, assign, transfer, or set over to Optionee any total proceeds, awards, or compensation in excess of the Purchase Price.

d. **Notices.** To be effective, any notice or other communication required, permitted, or contemplated by this Agreement must be in writing and must be sent by facsimile, email, certified mail (return-receipt requested), overnight delivery service (with proof of delivery), or commercial courier (with proof of delivery) to the following addresses. Either Party may change its address(es) by giving five (5) days prior notice to the other Party of such change. Notice shall be deemed delivered and received upon the earliest to occur of: (a) receipt of the transmission if sent by facsimile or email; (b) three (3) days after the postmark if sent by certified mail; (c) the next day that is not a Saturday, Sunday, or legal holiday if sent by overnight delivery service, or (d) upon receipt if delivered by commercial courier.

If to Optionee: **Gemstone Solar LLC**
c/o Clenera, LLC
Attn: Admin. Dept.
P.O. Box 2576
Boise ID, 83701
(208) 639-3232
Email: clenera.notices@clenera.com

If to Optionor: **The County of Cass**
Attn: Skip Dyes, Chairman of Board of Commissioners and
Jeff Carmen, Administrator
120 N Broadway
Cassopolis, MI 49031
(269) 445-4420
Email: skipd@cassco.org

jeffc@cassco.org

With required copies to: Scott H. Hogan
Foster, Swift, Collins & Smith, P.C.
1700 E. Beltline NE, Suite 200
Grand Rapids, Michigan 49525
(616) 726-2207
shogan@fosterswift.com

Designated Deposit Payee:	Payee Percentage:
The County of Cass, a Michigan municipal corporation	100%

e. **Counting Days.** Days for the purpose of this Agreement shall be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it shall be excluded. Any act required by this Agreement to be performed by a certain day shall be timely performed if completed before 5:00 p.m., Pacific Time, on that date. If the day for performance of any obligation under this Agreement is a Saturday, a Sunday, or a legal holiday, the time for performance of that obligation shall be extended to 5:00 p.m., Pacific Time, on the first following day that is not a Saturday, Sunday, or legal holiday.

f. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitute one and the same agreement. A counterpart may be delivered to or by any Party by any means, including by facsimile or email. If a Party's signature is transmitted by facsimile or in a PDF file by email, the signature on the counterpart creates a valid and binding obligation of the Party executing it with the same effect as if the facsimile or PDF signature page were an original.

g. **Confidentiality.** Optionor agrees, during the Term and thereafter following the date of termination hereof, to keep confidential, and shall not use for its own purposes nor without the prior written consent of Optionee disclose to any third party (except its employees, professional advisors, partners, consultants and actual or potential financing parties who are under similar confidentiality restrictions, or as may be required by any law or legal or regulatory authority, including the Michigan Freedom of Information Act and the Michigan Open Meetings Act), any Confidential Information. As used herein, "**Confidential Information**" means information concerning Optionee's business including terms and conditions of this Agreement, project details, components, proposed new components, or customers and related information and all proprietary and trade secret information, which may become known to Optionor from Optionee, unless such information is public knowledge or subsequently becomes public knowledge other than by breach of this Agreement by Optionor, or subsequently comes lawfully into the possession of Optionor from a third party without restrictions of confidentiality. Following the end of the Term, upon Closing or any time at Optionee's request, Optionor

shall return all Confidential Information in its possession or control to Optionee and destroy all electronic files and copies relating thereto.

h. **Successors in Interest.** The covenants, terms, conditions, provisions and undertakings in this Agreement or any renewals thereof shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land. Wherever reference is made to either of the Parties hereto, it shall be held to include and apply also to the heirs, executors, administrators, successors and assigns of such Party, as if in each and every case so expressed.

i. **Brokerage Commission.** Each Party represents to the other it has not entered into any agreement whereby a real estate brokerage fee or commission is, or shall be, due or owing in connection with the transaction contemplated by this Agreement. Each Party shall indemnify, defend, and hold harmless the other from and against any and all liens, losses and expenses, including reasonable attorneys' fees and costs of litigation, which such Party may suffer or incur by reason of any claim for a commission regarding the transaction contemplated by this Agreement. Each Party's obligations set forth in this **Section 23.i.** shall survive the Closing and the termination or expiration of this Agreement.

j. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan, excepting only its conflict of laws principles.

k. **Legal Fees.** If any claim or dispute arises under this Agreement and regardless of whether any action or proceeding is filed, the prevailing Party shall be entitled to recover from the other the prevailing Party's reasonable costs and expenses resulting from such claim or dispute, including, without limitation, reasonable attorneys' fees. If either Party is sued by a third party as a result of a violation of a covenant or warranty herein contained by the other Party hereto, then the Party who has violated the covenant or warranty shall be responsible for the reasonable costs and expenses in such action or proceeding against the non-violating Party, including, without limitation, reasonable attorneys' fees.

l. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES.

m. **[Reserved]**

n. **Severability.** If any term or provision of this Agreement is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

o. **Construction.** The Parties acknowledge that this Agreement, as executed, is the product of negotiations between Optionor and Optionee and that it shall be construed in accordance with its terms and shall not be construed for or against either Party.

p. **Gender and Number.** Words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

q. **Remedies**. In the event of a default or breach by Optionor, Optionee shall have the remedies set forth in this Agreement, and all such remedies are cumulative and non-exclusive and without prejudice to any other rights or remedies Optionee may have at law or equity.

24. **PROPERTY TAX DISCLOSURE SUMMARY.** OPTIONEE SHOULD NOT RELY ON OPTIONOR'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT OPTIONEE MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF THERE ARE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. DO NOT SIGN THIS AGREEMENT IF THERE ARE BLANK SPACES NOT FILLED IN. IF NOT FULLY UNDERSTOOD, SEEK ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

PLEASE BE ADVISED THAT THE SUBMISSION OF THIS AGREEMENT FOR EXAMINATION OR ITS NEGOTIATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED THEREIN DOES NOT CONSTITUTE AN OFFER TO PURCHASE, SELL OR OPTION YOUR PROPERTY AND THE EXECUTION OF THIS AGREEMENT BY YOU OR GEMSTONE SOLAR LLC DOES NOT CONSTITUTE A BINDING CONTRACT UNTIL SUCH TIME AS THIS AGREEMENT HAS BEEN APPROVED BY GEMSTONE SOLAR LLC'S EXECUTIVE TEAM AND SIGNED BY YOU AND GEMSTONE SOLAR LLC AND THE FULLY SIGNED ORIGINAL DELIVERED TO GEMSTONE SOLAR LLC.

SIGNATURES ON NEXT PAGE
THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

TO INDICATE THEIR AGREEMENT, the Parties have executed this Agreement dated effective as of the last date written below in the signature blocks:

OPTIONOR:

The County of Cass,
a Michigan municipal corporation

By: _____
Name: Dwight Dyes
Title: Chair, Cass County Board of Commissioners
Date: _____

OPTIONEE:

Gemstone Solar LLC
By: CRE-Gemstone Michigan LLC, its Member
By: Clenera DevCo, LLC, its Member
By: Clenera Holdings, LLC, its Sole Member

By: _____
Name: Jason Ellsworth
Title: Chief Executive Officer
Date: _____

EXHIBIT "A"
To Land Purchase and Sale Option Agreement

(Legal Description of the Property)

All of the real property located in the Township of Jefferson, Cass County, Michigan described as follows:

12A-2, T7S R15W, COM AT S ¼ POST OF SEC 2; TH E ON SD SEC LINE 72 LKS; TH N 26°E ALG RR 32.42 CHS; TH N 11.75 CHS; TH S 89°42'W 15.19 CHS TO CEN OF SD SEC; TH S ON ¼ LINE TO POB. ALSO, THE E 400 FT OF SW ¼ OF SEC 2. ALSO DESCRIBED AS: COM AT S ¼ POST OF SEC 2; TH E ON SD SEC LINE 47.52 FT; TH N 26°E ALG RR 2139.72 FT; TH N 775.5 FT; TH S 89°42'W 1402.54 FT ALG ¼ LINE; TH S 2640 FT TO SD SEC LINE; TH E 400 FT TO POB. 66 A. M/L. SEC 2.

Exhibit "B"
To Land Purchase and Sale Option Agreement

(Form Memorandum of Land Purchase and Sale Option Agreement)

RECORDING REQUESTED BY:
GEMSTONE SOLAR LLC

WHEN RECORDED PLEASE MAIL TO:
GEMSTONE SOLAR LLC
c/o Clenera, LLC
Attn: Admin. Dept.
P.O. Box 2576
Boise, ID 83701

APN: (Space above this line for Recorder's use only)

MEMORANDUM OF OPTION TO PURCHASE LAND

THIS MEMORANDUM OF OPTION TO PURCHASE LAND ("**Memorandum**") is made and entered into as of the last date written below in the signature blocks, by and between **THE COUNTY OF CASS**, a Michigan municipal corporation (whether one or more, "**Optionor**"), and **GEMSTONE SOLAR LLC**, a Delaware limited liability company ("**Optionee**").

WHEREAS, Optionor and Optionee have entered into a Land Purchase and Sale Option Agreement ("**Option Agreement**") dated _____, 20__, under which Optionor granted to Optionee an exclusive option ("**Option**") to purchase the real property located in the Township of Jefferson, Cass County, Michigan, more particularly described on the attached **Exhibit A** ("**Property**"); and

WHEREAS, Optionor and Optionee (collectively, "**Parties**") enter into this Memorandum to set forth certain terms and conditions of the Option Agreement and to provide constructive notice of the Option.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. The Term of the Option commenced on the effective date of the Option Agreement and shall expire on _____, 20__, unless the Term is extended.

2. All of the provisions set forth in the Option Agreement are incorporated in this Memorandum by reference.

3. The Option Agreement and this Memorandum shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns, and shall be construed as covenants running with the land.

4. In the event of any conflict between this Memorandum and the Option Agreement, the Option Agreement shall control.

5. This Memorandum may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Optionor and Optionee have caused this Memorandum to be duly signed under seal on the day and year first written above.

OPTIONOR:

The County of Cass,
a Michigan municipal corporation

By: _____
Name: Dwight Dyes
Title: Chair, Cass County Board of Commissioners
Date: _____

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS:
COUNTY OF CASS)

On _____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Michigan that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Given under my hand and seal of office this _____ day of _____, 20___.

_____
Name: _____
Notary Public, _____ County, _____
My commission expires: _____
Acting in _____ County, _____

OPTIONEE:

Gemstone Solar LLC
By: CRE-Gemstone Michigan LLC, its Member
By: Clenera DevCo, LLC, its Member
By: Clenera Holdings, LLC, its Sole Member

By: _____
Name: Jason Ellsworth
Title: Chief Executive Officer
Date: _____

ACKNOWLEDGMENT

STATE OF IDAHO)
)
COUNTY OF ADA)

On _____before me, the undersigned Notary Public, personally appeared Jason Ellsworth, Chief Executive Officer of Clenera Holdings, LLC, the Sole Member of Clenera DevCo, LLC, the Member of CRE-Gemstone Michigan LLC, the Member of Gemstone Solar LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Idaho that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Exhibit A
(To Form Memorandum of Land Purchase and Sale Option Agreement)

(Property Description)

[TBD]

Exhibit "C"
To Land Purchase and Sale Option Agreement

(Form Deed)

WARRANTY DEED

THE GRANTOR

whose address is:

conveys, grants, sells and warrants to:

whose address is:

the premises situated in the [City/Township/Village] of _____, County of _____, State of Michigan, commonly known as _____ and legally described on the attached Exhibit A, incorporated here by reference,

for the sum of {see Real Estate Transfer Valuation Affidavit}, receipt of which is acknowledged.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all privileges, easements, rights of way, reversions, remainders, development rights, water well rights, water shares, water rights, improvements and all oil, gas and mineral rights not previously reserved or conveyed; to have and to hold the said premises, as described above, with the appurtenances, unto the Grantee and Grantee's heirs, successors and assigns, FOREVER. Grantor, for Grantor and Grantor's heirs, successors and assigns does covenant, grant, bargain and agree to and with Grantee and Grantee's heirs, successors and assigns, that at the time of the delivery of these presents Grantor is well seized of the above granted premises in fee simple; that they are free from all encumbrances whatever, And Grantor warrants the fee title to said premises and will defend the same against the lawful claims of all persons whomsoever claiming or to claim said premises or any part thereof, subject to existing building and use restrictions, covenants, zoning ordinances, oil, gas and mineral rights, and easements and any items of record.

[*if applicable:* Exempt from County Real Estate Transfer Tax by virtue of MCL 207.505(__). Exempt from State Real Estate Transfer Tax by virtue of MCL 207.526(__).]

[*if unplatted land:* 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.

Grantor grants to Grantee the right to make [*100% of*] divisions under Section 108 of the Land Division Act, Act. No. 288 of the Public Acts of 1967.]

Dated this ____ day of _____, 20__.

Signed:

_____

[Name]

_____

[Name]

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by [Name][as _____ on behalf of _____][husband and wife].

_____

Notary Public, State of Michigan
_____ County, Michigan
Acting in the County of

_____
My Commission Expires:

Instrument drafted by and
when recorded return to:

Leslee M. Lewis
Dickinson Wright PLLC
200 Ottawa Ave., N.W. Ste. 1000
Grand Rapids, MI 49503
(616) 458-1300

Send subsequent tax bills to the Grantee.

EXHIBIT A
TO FORM WARRANTY DEED

Legal Description

[TBD]

Tax Parcel #
Commonly known as:

EXHIBIT B
TO FORM WARRANTY DEED

Permitted Exceptions

[TBD]

December 10, 2021

Cass County Board of Commissioners
120 N Broadway St
Cassopolis, MI 49031

Ladies and Gentlemen:

I would like to have Erika Espeland (the new GIS director) as the new Grant Administrator for the Cass County Remonumentation program. Will you please appoint her so that we may get this process approved with the State of Michigan.

Thank you.



Thomas A. Stephenson P.S.

Cass County Surveyor

CASS COUNTY BOARD OF COMMISSIONERS

R-231-21

AUTHORIZING ENTRY OF PARTICIPATION AGREEMENTS IN PARTIAL SETTLEMENT OF THE NATIONAL PRESCRIPTION OPIATE LITIGATION

WHEREAS, Cass County filed a lawsuit in the United States District Court to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants ("Settling Defendants"):

1. Janssen Pharmaceuticals, Inc. (a prescription opioids manufacturer);
2. Amerisource Bergen Corp. (a prescription opioids wholesaler distributor);
3. Cardinal Health, Inc. (a prescription opioids wholesaler distributor); and
4. McKesson Corporation (a prescription opioids wholesaler distributor)

AND WHEREAS the lawsuit was subsequently transferred to the United States District Court in the Northern District of Ohio and centralized as part of *In re National Prescription Opiate Litigation,* MDL 2804; Case No. 1:17-md-2804, which is presided over by the Honorable Dan Aaron Polster, United State Federal District Court Judge;

AND WHEREAS the Settling Defendants have negotiated proposed national settlement agreements ("Proposed Settlements") with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Cass County's lawsuit;

AND WHEREAS the Proposed Settlements contain significant equitable and monetary relief, including:

1. An agreement by Janssen that it will discontinue the manufacture and distribution of prescription opioids products for at least the next ten years;
2. An agreement by Janssen that it will suspend any lobbying efforts that concern prescription opioids products;
3. The creation of a National Clearinghouse for wholesale distributors that will assist in the detection, suspension and reporting of suspicious orders of prescription opioids products; and
4. The payment of up to $26 billion (depending upon the level of participation of state and local governments in the Proposed Settlements) in funding installments over the next 18 years, the bulk of which will be dedicated to funding abatement and prevention strategies associated with the opioids public nuisance.

NOW, THEREFORE, BE IT RESOLVED by the Cass County Board of Commissioners that Cass County hereby authorizes the execution of Participation Agreements for: 1. the Master Settlement Agreement with Janssen Pharmaceuticals, Inc.; and 2. the Master Settlement Agreement with the three wholesale distributor defendants (Cardinal, Amerisource Bergen and McKesson), both of which are listed and available to the public at https://nationalopioidsettlement.com/.

RESOLUTION DECLARED ADOPTED THIS 16th DAY OF DECEMBER, 2021

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Dwight Dyes, Chair
CASS COUNTY BOARD OF COMMISSIONERS

CASS COUNTY BOARD OF COMMISSIONERS

R-232-21

AUTHORIZING ENTRY OF STATE LOCAL GOVERNMENT INTRASTATE AGREEMENT CONCERNING ALLOCATION OF SETTLEMENT PROCEEDS IN THE NATIONAL OPIOIDS LITIGATION

WHEREAS, Cass County filed a lawsuit in the United States District Court to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants ("Settling Defendants"):

1. Janssen Pharmaceuticals, Inc. (a prescription opioids manufacturer);
2. Amerisource Bergen Corp. (a prescription opioids wholesaler distributor);
3. Cardinal Health, Inc. (a prescription opioids wholesaler distributor); and
4. McKesson Corporation (a prescription opioids wholesaler distributor)

AND WHEREAS the lawsuit was subsequently transferred to the United States District Court in the Northern District of Ohio and centralized as part of *In re National Prescription Opiate Litigation,* MDL 2804; Case No. 1:17-md-2804, which is presided over by the Honorable Dan Aaron Polster, United State Federal District Court Judge;

AND WHEREAS the Settling Defendants have negotiated proposed national settlement agreements ("Proposed Settlements") with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Cass County's lawsuit;

AND WHEREAS the Proposed Settlements contain a "default" allocation method where settlement funds that are allocated to a particular state to resolve the claims asserted by state and local governments within that state are allocated as follows:

- 15% of settlement proceeds paid under the Proposed Settlements are allocable to the State;
- 15% of the settlement proceeds are allocable to local governments; and
- 70% of the settlement proceeds are allocable to an opioid abatement fund;

AND WHEREAS the Proposed Settlements enable the state and local governments within a State to negotiate alternative allocation methods to the "default" allocation method referenced above;

AND WHEREAS Cass County desires to enter into an alternative allocation method which allocates settlement funds solely to:

1. Participating Local Governments who have elected to participate in the Proposed Settlements; and
2. the State of Michigan.

NOW, THEREFORE, BE IT RESOLVED by the Cass County Board of Commissioners that Cass County hereby authorizes the execution of a Michigan State-Subdivision Agreement for Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement. Cass County also authorizes execution of a similar state-subdivision agreement to the extent that it provides a substantially similar allocation of settlement or bankruptcy proceeds obtained from opioids litigation with any other entity.

RESOLUTION DECLARED ADOPTED THIS 16th DAY OF DECEMBER, 2021

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Dwight Dyes, Chair
CASS COUNTY BOARD OF COMMISSIONERS

December Meeting Dates

Townships	Date	Time	How
Calvin	12/14/21	6:00 PM	In Person
Howard	12/21/21	7:00 PM	In Person
Jefferson	12/09/21	6:30 PM	In Person
LaGrange	12/20/21	7:00 PM	In Person
Marcellus	12/21/21	6:00 PM	In Person
Mason	12/14/21	7:00 PM	In Person
Milton	12/14/21	7:00 PM	In Person
Newberg	12/13/21	7:00 PM	In Person
Ontwa	12/13/21	7:00 PM	In Person
Penn	12/13/21	6:30 PM	In Person
Pokagon	12/08/21	7:00 PM	In Person
Porter	12/14/21	7:00 PM	In Person
Silver Creek	12/08/21	7:00 PM	In Person
Volinia	12/13/21	6:30 PM	In Person
Wayne	12/06/21	7:00 PM	In Person
City of Dowagiac			
	12/13/21	7:00 PM	In Person
	12/27/21	7:00 PM	In Person
Villages			
Cassopolis	12/13/21	6:30 PM	In Person
Edwardsburg	12/20/21	7:00 PM	In Person
Marcellus	12/14/21	7:00 PM	In Person
	12/28/21	7:00 PM	In Person
Vandalia	12/13/21	7:00 PM	In Person
Boards & Commissions			
Cass District Library	12/20/21	6:00 PM	In Person
Cass County Cons Dist	12/13/21	3:00 PM	In Person at Council on Aging, Decatur Rd.
Economic Dev Corp	12/15/21	8:30 AM	In Person
Historical Commission	12/09/21	5:00 PM	In Person
Medical Care Facility	12/27/21	10:00 AM	Zoom
Parks Board	12/09/21		In Person
Planning Commission	12/15/21	4:00 PM	In Person
Road Commission	12/16/21	9:00 AM	In Person
Transportation	12/13/21	8:00 AM	In Person
VanBuren/Cass Dist			
Health Dept	12/08/21	3:00 PM	490 South Paw Paw St. Lawrence MI
Woodlands	12/28/21	4:00 PM	In Person