



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 January 6, 2022 at 6:30 p.m. However, any member of the public who wishes to participate in the meeting remotely may do so.

Topic: Board of Commissioners Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82320761224>

Or Telephone:

US: +1 646 558 8656 or +1 301 715 8592

Webinar ID: 823 2076 1224

Persons with disability needing accommodations for this meeting should contact Sarah Mathews at 269-445-1149 or sarahm@cassco.org prior to the meeting.



Cass County Board of Commissioners

REGULAR MEETING OF THE CASS COUNTY BOARD OF COMMISSIONERS

January 6, 2022
6:30 P.M.

CALL TO ORDER - *Clerk/Register Monica McMichael*

INVOCATION - *Commissioner Jones*

PLEDGE OF ALLEGIANCE - *Commissioner Grice*

ROLL CALL - *Clerk/Register Monica McMichael*

INTRODUCTION OF VISITORS

ORGANIZATIONAL BUSINESS

1. To elect a Chair for a one-year term
2. To elect a Vice-Chair for a one-year term

PUBLIC COMMENTS (limit to 3 minutes/person)

APPROVAL OF THE AGENDA - *Commissioner File*

RECOGNITIONS

PRESENTATIONS

PROPOSED CONSENT AGENDA - *Vice-Chair*

1. **M-1-22** - Motion to approve Claims dated December 24, 2021
2. **M-2-22** - Motion to approve the December 16, 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

APPOINTMENTS COMMITTEE REPORT

ADMINISTRATOR'S REPORT

PUBLIC SAFETY REPORT

COUNTY PARTNERS

ELECTED OFFICIALS

UNFINISHED BUSINESS

1. **R-228-21** - Resolution - Surplus Property Sale Option - *Commissioner Grice*

NEW BUSINESS

1. **M-3-22** - Motion to approve Memorandum of Understanding with Van Buren Conservation District for the 2022 Scrap Tire Cleanup Grant Program - *Commissioner Marchetti*
2. **M-4-22** - Motion to approve 2022 Board of Commissioners meeting date and time schedule - *Commissioner Jones*
3. **M-5-22** - Motion to approve the Agreement between the Marcellus Township, the County of Cass and the Office of the Sheriff, Cass County to run from January 1, 2022 through December 31, 2022 - *Commissioner File*
4. **Discussion** - Board of Commissioners Committee Assignment list

BOARD MEMBER COMMENTS/ANNOUNCEMENTS

ADJOURNMENT

12/28/2021 10:26 AM
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INVOICE GL DISTRIBUTION REPORT FOR CASS COUNTY
POST DATES 12/13/2021 - 12/24/2021
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GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Fund 101 TREASURER							
Dept 101 BOARD OF COMMISSIONERS							
101-101-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	GREATER DOWAGIAC CHAMB	2022 ANNUAL DUES	4280	12/24/21	145.00	1190959
Total For Dept 101 BOARD OF COMMISSIONERS						145.00	
Dept 136 DISTRICT COURT							
101-136-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	MCAA	MCAA/NACM DUAL MEMBERSHIP - L WITHE	122021	12/24/21	180.00	1190972
Total For Dept 136 DISTRICT COURT						180.00	
Dept 141 FOC							
101-141-777.000	MOTOR FUEL/LUBRICANT	J & H OIL COMPANY	FOC SQUAD FUEL	CFSI-7389	12/24/21	72.06	20234
101-141-801.020	BANK CHARGES	FIFTH-THIRD BANK ACCT	FOC BANK CHARGES NOVEMBER 2021	11-21 008216	12/24/21	66.00	1190950
101-141-801.151	CONSULTANT - MGT	MGT OF AMERICA INC	FY 2022 CRP BILLING OCT NOV DEC	42162	12/24/21	2,230.20	1190975
101-141-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	FOCA	FOCA 2022 DUES SAM	2022	12/24/21	375.00	1190952
101-141-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	MAFCA	2022 MAFCA DUES SAM	12/20/21	12/24/21	150.00	1190970
101-141-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	MCAA	2022 MCAA DUES SAM	12/20/21	12/24/21	75.00	1190971
101-141-861.000	CONFERENCE/MEETINGS/TRAINI	SARAH MATHEWS	INCLUSIVE & ETHICAL LEADERSHIP TRAI	EDX-107868	12/24/21	99.00	20238
101-141-980.141	COMPUTER HARDWARE & SOFTW	SYNCBAMAZON	TONER CARTRIDGES/MAINTENANCE SUPPLI	XXX9012	12/13/21	27.99	1190765
Total For Dept 141 FOC						3,095.25	
Dept 148 PROBATE COURT							
101-148-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	CASS COUNTY BAR ASSOCI	PROBATE REGISTER CASS COUNTY BAR AS	12.20.2021	12/24/21	45.00	1190941
101-148-807.020	INDIGENT LEGAL COSTS (NON-JEREMY LEIGH BRAND		COURT APPOINTED ATTY FEE FOR 2013-0	12.3.2021	12/24/21	175.00	1190937
101-148-807.020	INDIGENT LEGAL COSTS (NON-MARK J. CRAIG		COURT APPT. ATTY FEES FOR 2011-131-1	12.8.2021	12/24/21	175.00	20244
101-148-807.020	INDIGENT LEGAL COSTS (NON-ELIZABETH MCCREE		COURT APPOINTED GAL FEE FOR 20-242-1	12.14.2021	12/24/21	75.00	20249
101-148-808.000	INTERPRETER FEES	LANGUAGE LINE SERVICES	INTERPRETER FEES FOR NOVEMBER 2021	10404116	12/24/21	168.74	1190968
101-148-982.000	BOOKS	WEST GROUP PAYMENT CTR	LIBRARY PLAN CHARGES 12/1/21 - 12/3	845528402	12/24/21	223.58	1190997
Total For Dept 148 PROBATE COURT						862.32	
Dept 149 FAMILY/JUVENILE COURT							
101-149-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	CASS COUNTY BAR ASSOCI	DUES FOR 2022 FOR LEIGH FELDMAN	122421	12/24/21	45.00	1190941
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	RADDE INVESTIGATIVE&SE	LEGAL SERVICES - THRU ROB DRAKE, I	122421	12/24/21	3,774.60	20207
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	MAY OBERFELL &LORBER	INDIGENT-DEFENSE - NEGLECT/ABUSE	122421	12/24/21	310.00	20211
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	ELIZABETH RAPALEE LYO	INDIGENT DEFENSE - NEGLECT/ABUSE	122421	12/24/21	615.00	20233
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	STEPHEN K. WOODS. P.C.	INDIGENT DEFENSE - NEGLECT/ABUSE	122421	12/24/21	1,180.00	20235
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	SARAH SCOGGIN	INDIGENT DEFENSE - NEGLECT/ABUSE	122421	12/24/21	1,280.00	20241
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	ELIZABETH MCCREE	INDIGENT DEFENSE - NEGLECT/ABUSE	122421	12/24/21	1,595.00	20249
Total For Dept 149 FAMILY/JUVENILE COURT						8,799.60	
Dept 172 ADMINISTRATION							
101-172-727.001	SUPPLIES - COVID-19	FOSTER, SWIFT, COLLINS	LEGAL COUNSEL - CCIEU GRIEVNACES &	1823734	12/24/21	13,150.76	1190953
101-172-801.000	PROFESSIONAL/CONTRACTUAL	ROSE STREET ADVISORS L	COMPENSATION ANALYSIS - MAINTENANCE	1526	12/24/21	1,700.00	1190983
Total For Dept 172 ADMINISTRATION						14,850.76	
Dept 191 ELECTIONS							
101-191-801.000	PROFESSIONAL/CONTRACTUAL	FOSTER, SWIFT, COLLINS	LEGAL COUNSEL - CCIEU GRIEVNACES &	1823734	12/24/21	11,544.00	1190953
Total For Dept 191 ELECTIONS						11,544.00	
Dept 210 CIVIL COUNSEL							
101-210-807.000	LEGAL FEES	FOSTER, SWIFT, COLLINS	LEGAL COUNSEL - CCIEU GRIEVNACES &	1823734	12/24/21	184.00	1190953
101-210-807.000	LEGAL FEES	FOSTER, SWIFT, COLLINS	LEGAL COUNSEL - CCIEU GRIEVNACES &	1823734	12/24/21	1,265.00	1190953
101-210-807.000	LEGAL FEES	FOSTER, SWIFT, COLLINS	LEGAL COUNSEL - CCIEU GRIEVNACES &	1823734	12/24/21	2,197.50	1190953
Total For Dept 210 CIVIL COUNSEL						3,646.50	
Dept 219 CLERK-REGISTER							
101-219-804.000	JURY FEES	REBECCA WICKIZER		Juror 100001	12/14/21	45.42	1190777

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Fund 101	TREASURER						
Dept 219	CLERK-REGISTER						
101-219-804.000	JURY FEES	TRACY KENDALL		Juror 100002	12/14/21	34.04	1190778
101-219-804.000	JURY FEES	STEPHEN JOHNSON		Juror 100003	12/14/21	47.24	1190779
101-219-804.000	JURY FEES	JENNIFER HOESE		Juror 100004	12/14/21	102.40	1190780
101-219-804.000	JURY FEES	LINDA YANT		Juror 100005	12/14/21	36.25	1190781
101-219-804.000	JURY FEES	LEAH GAGLIARDO		Juror 100006	12/14/21	46.88	1190782
101-219-804.000	JURY FEES	FORREST CAMPBELL		Juror 100007	12/14/21	39.82	1190783
101-219-804.000	JURY FEES	MARY ESLER		Juror 100008	12/14/21	101.56	1190784
101-219-804.000	JURY FEES	ELAINE RICHEY		Juror 100009	12/14/21	35.78	1190785
101-219-804.000	JURY FEES	DIANE CHANCEY		Juror 100010	12/14/21	102.74	1190786
101-219-804.000	JURY FEES	ROBERT ATHERTON		Juror 100011	12/14/21	36.09	1190787
101-219-804.000	JURY FEES	GREGORY IVENS		Juror 100012	12/14/21	24.77	1190788
101-219-804.000	JURY FEES	SUSAN BENJAMIN		Juror 100013	12/14/21	42.64	1190789
101-219-804.000	JURY FEES	MICHAEL ANDERSON		Juror 100014	12/14/21	40.89	1190790
101-219-804.000	JURY FEES	LORI HARRIS		Juror 100015	12/14/21	92.16	1190791
101-219-804.000	JURY FEES	WILLIAM LEONARD		Juror 100016	12/14/21	91.42	1190792
101-219-804.000	JURY FEES	WAYNE SHIRK		Juror 100017	12/14/21	94.74	1190793
101-219-804.000	JURY FEES	JENNIFER PARRISH		Juror 100018	12/14/21	17.78	1190794
101-219-804.000	JURY FEES	MYNEKE DOUGLAS		Juror 100019	12/14/21	24.22	1190795
101-219-804.000	JURY FEES	ROBYN SMITH-WOODS		Juror 100020	12/14/21	16.72	1190796
101-219-804.000	JURY FEES	BREANA BOWSHER		Juror 100021	12/14/21	32.34	1190797
101-219-804.000	JURY FEES	REBECCA GRABEMEYER		Juror 100022	12/14/21	46.28	1190798
101-219-804.000	JURY FEES	PAMELA RODARMER		Juror 100023	12/14/21	40.44	1190799
101-219-804.000	JURY FEES	TRACY GRABILL		Juror 100024	12/14/21	44.74	1190800
101-219-804.000	JURY FEES	JEFFREY PLOCK		Juror 100025	12/14/21	31.33	1190801
101-219-804.000	JURY FEES	AARON SONNEVIL		Juror 100026	12/14/21	23.50	1190802
101-219-804.000	JURY FEES	LISA KISSEL		Juror 100027	12/14/21	43.78	1190803
101-219-804.000	JURY FEES	SCOTT HARMAN		Juror 100028	12/14/21	47.48	1190804
101-219-804.000	JURY FEES	LAWRENCE THOMAS		Juror 100029	12/14/21	105.06	1190805
101-219-804.000	JURY FEES	ERIK HOISINGTON		Juror 100030	12/14/21	22.34	1190806
101-219-804.000	JURY FEES	DEAN CORWIN		Juror 100031	12/14/21	40.98	1190807
101-219-804.000	JURY FEES	RALPH NORTON		Juror 100032	12/14/21	44.63	1190808
101-219-804.000	JURY FEES	BARBARA MACKLING		Juror 100033	12/14/21	26.95	1190809
101-219-804.000	JURY FEES	JAMES SMITH		Juror 100034	12/14/21	36.88	1190810
101-219-804.000	JURY FEES	JOHN BLACK		Juror 100035	12/14/21	42.10	1190811
101-219-804.000	JURY FEES	KATHERINE HELENBURG		Juror 100036	12/14/21	23.82	1190812
101-219-804.000	JURY FEES	DEVIN JENKINS		Juror 100037	12/14/21	90.54	1190813
101-219-804.000	JURY FEES	JANE STEVENSON		Juror 100038	12/14/21	26.75	1190814
101-219-804.000	JURY FEES	JOSEPH TRINE		Juror 100039	12/14/21	52.68	1190815
101-219-804.000	JURY FEES	ERIN SOUCHICK		Juror 100040	12/14/21	92.64	1190816
101-219-804.000	JURY FEES	KATHERINE DOORN		Juror 100041	12/14/21	40.21	1190817
101-219-804.000	JURY FEES	KATRINA HARGREAVES-LEE		Juror 100042	12/14/21	95.42	1190818
101-219-804.000	JURY FEES	TERRY TREWHITT		Juror 100043	12/14/21	35.45	1190819
101-219-804.000	JURY FEES	CHRISTINE SZIEDE		Juror 100044	12/14/21	50.46	1190820
101-219-804.000	JURY FEES	SALLY HOOVER		Juror 100045	12/14/21	97.66	1190821
101-219-804.000	JURY FEES	JANN EICHLER		Juror 100046	12/14/21	46.18	1190822
101-219-804.000	JURY FEES	TOMMY FRANCH		Juror 100047	12/14/21	98.14	1190823
101-219-804.000	JURY FEES	WILLIAM LOUX		Juror 100048	12/14/21	81.14	1190824
101-219-804.000	JURY FEES	MICHAEL FRESHOUR		Juror 100049	12/14/21	43.91	1190825
101-219-804.000	JURY FEES	TYLER UNGER		Juror 100050	12/14/21	42.85	1190826
101-219-804.000	JURY FEES	CLARISSA FARR		Juror 100051	12/14/21	20.78	1190827
101-219-804.000	JURY FEES	STEVEN SHEPHERD		Juror 100052	12/14/21	34.03	1190828
101-219-804.000	JURY FEES	HEATHER MITCHELL		Juror 100053	12/14/21	100.82	1190829
101-219-804.000	JURY FEES	CRISTY STOCKWELL		Juror 100054	12/14/21	43.96	1190830

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Fund 101 TREASURER							
Dept 219 CLERK-REGISTER							
101-219-804.000	JURY FEES	JOHN ROSENTHAL		Juror 100055	12/14/21	51.07	1190831
101-219-804.000	JURY FEES	EDITH PLUMMER		Juror 100056	12/14/21	94.34	1190832
101-219-804.000	JURY FEES	SCOTT SWANSON		Juror 100057	12/14/21	46.88	1190833
101-219-804.000	JURY FEES	DEBORAH HEETER		Juror 100058	12/14/21	97.20	1190834
101-219-804.000	JURY FEES	GREGORY MARBACH		Juror 100059	12/14/21	105.44	1190835
101-219-804.000	JURY FEES	GARY FRANCHY		Juror 100060	12/14/21	91.42	1190836
101-219-804.000	JURY FEES	SUE WOODS		Juror 100061	12/14/21	28.57	1190837
101-219-804.000	JURY FEES	CHERYL STICK		Juror 100062	12/14/21	29.91	1190838
101-219-804.000	JURY FEES	LAURA TAVERNIER		Juror 100063	12/14/21	29.16	1190839
101-219-804.000	JURY FEES	ERIC ROBB		Juror 100064	12/14/21	106.78	1190840
101-219-804.000	JURY FEES	WAYNE DEBLASE		Juror 100065	12/14/21	38.82	1190841
101-219-804.000	JURY FEES	VINCENT VARGO		Juror 100066	12/14/21	28.62	1190842
101-219-804.000	JURY FEES	LARRY STEWART		Juror 100067	12/14/21	46.49	1190843
101-219-804.000	JURY FEES	ELVIE BRIZENDINE		Juror 100068	12/14/21	37.60	1190844
101-219-804.000	JURY FEES	ASHLEY STONE-BYRD		Juror 100069	12/14/21	105.02	1190845
101-219-804.000	JURY FEES	DEBRA LISK		Juror 100070	12/14/21	44.85	1190846
101-219-804.000	JURY FEES	LISA GUYOTT		Juror 100071	12/14/21	93.06	1190847
101-219-804.000	JURY FEES	STEVEN COOK		Juror 100072	12/14/21	46.88	1190848
101-219-804.000	JURY FEES	THOMAS SMITH		Juror 100073	12/14/21	43.56	1190849
101-219-804.000	JURY FEES	ERIC RENKEN		Juror 100074	12/14/21	48.28	1190850
101-219-804.000	JURY FEES	NICOLE HOLLOWAY		Juror 100075	12/14/21	39.95	1190851
101-219-804.000	JURY FEES	MATTHEW HOLLAWAY		Juror 100076	12/14/21	42.45	1190852
101-219-804.000	JURY FEES	PAULA WARNER		Juror 100077	12/14/21	38.40	1190853
101-219-804.000	JURY FEES	CHRISTINE BURKEY		Juror 100078	12/14/21	47.47	1190854
101-219-804.000	JURY FEES	DANIEL KRUGER		Juror 100079	12/14/21	38.42	1190855
101-219-804.000	JURY FEES	ANGELA LUNA		Juror 100080	12/14/21	43.66	1190856
101-219-804.000	JURY FEES	ANDREW MARKEL		Juror 100081	12/14/21	25.38	1190857
101-219-804.000	JURY FEES	SARAH FRENCH		Juror 100082	12/14/21	36.09	1190858
101-219-804.000	JURY FEES	STEPHANIE BAEZ		Juror 100083	12/14/21	77.76	1190859
101-219-804.000	JURY FEES	KASEY MEULMAN		Juror 100084	12/14/21	36.72	1190860
101-219-804.000	JURY FEES	SHERRI MOODY		Juror 100085	12/14/21	26.50	1190861
101-219-804.000	JURY FEES	RICHARD BOEPPLE		Juror 100086	12/14/21	40.44	1190862
101-219-804.000	JURY FEES	BRITTANI STUTSMAN		Juror 100087	12/14/21	105.06	1190863
101-219-804.000	JURY FEES	HAYLEY SOWARDS		Juror 100088	12/14/21	34.47	1190864
101-219-804.000	JURY FEES	JOSEPH NAGEL		Juror 100089	12/14/21	39.65	1190865
101-219-804.000	JURY FEES	CAREY COCKRUM		Juror 100090	12/14/21	51.04	1190866
101-219-804.000	JURY FEES	MADISON GROVES		Juror 100091	12/14/21	101.56	1190867
101-219-804.000	JURY FEES	CLAUDIA EVANS		Juror 100092	12/14/21	42.20	1190868
101-219-804.000	JURY FEES	KRISTA REED		Juror 100093	12/14/21	41.76	1190869
Total For Dept 219 CLERK-REGISTER						4,942.76	
Dept 223 CONTROLLER							
101-223-801.000	PROFESSIONAL/CONTRACTUAL	REBECCA MOORE	CONTRACTUAL ACCOUNTING SERVICES - D	12312021	12/24/21	6,000.00	20217
Total For Dept 223 CONTROLLER						6,000.00	
Dept 225 EQUALIZATION							
101-225-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	MID-MICHIGAN ASS OF AS	MEMBERSHIP APPLICATION - T STEWART	121021	12/24/21	20.00	1190977
Total For Dept 225 EQUALIZATION						20.00	
Dept 229 PROSECUTING ATTORNEY							
101-229-801.229	PROFESSIONAL/CONTRACTUAL	MGT OF AMERICA INC	4TH QUARTER ADJUSTMENT OCTOBER NOV	FY 2022	12/24/21	1,684.80	1190975
101-229-801.229	PROFESSIONAL/CONTRACTUAL	WEST GROUP PAYMENT CTR	CLEAR PROFLEX 11/1/2021-11/30/2021	845436574	12/24/21	236.15	1190997
101-229-805.000	WITNESS FEES/EXPENSES	HUMPHRIES ERIC	PEOPLE V JOHN COONS PRETRIAL CONFER	20-0795-SM	12/24/21	12.48	1190963

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Fund 101 TREASURER							
Dept 229 PROSECUTING ATTORNEY							
101-229-843.000	APPELLATE & RECORDING FEES	4TH DISTRICT COURT	APPEAL TO CIRCUIT COURT	21-1339-FY	12/16/21	25.00	1190870
101-229-843.000	APPELLATE & RECORDING FEES	CASS CO. CLERK	APPEAL OF DISTRICT COURT ACQUITTAL	21-1339-FY	12/16/21	175.00	1190871
101-229-861.000	CONFERENCE/MEETINGS/TRAINING	GRAND TRAVERSE RESORT	ROOM FEE FOR MID WINTER CONFERENCE	D4B6H	12/24/21	170.00	1190958
101-229-861.000	CONFERENCE/MEETINGS/TRAINING	PAAM	REGISTRATION FEES FOR MID WINTER CONFERENCE	148441	12/24/21	390.00	1190979
Total For Dept 229 PROSECUTING ATTORNEY						2,693.43	
Dept 231 VICTIM RIGHTS GRANT							
101-231-836.000	DIRECT VICTIM NEEDS	MARIE ANDERSON	REIMBURSEMENT FOR FOUR \$25 GAS CARD	12012021	12/24/21	100.00	20245
Total For Dept 231 VICTIM RIGHTS GRANT						100.00	
Dept 233 PURCHASING							
101-233-730.000	POSTAGE	PITNEY BOWES GLOBAL FINANCIAL	RENTAL FEES 9/28/21-12/28/21 - CTY OF CASS	1019600861	12/24/21	166.77	20206
101-233-732.000	COMPUTER SUPPLIES	SYNCBAMAZON	TONER CARTRIDGES/MAINTENANCE SUPPLIES	XXX9012	12/13/21	136.99	1190765
101-233-732.000	COMPUTER SUPPLIES	SYNCBAMAZON	TONER CARTRIDGES/MAINTENANCE SUPPLIES	XXX9012	12/13/21	177.85	1190765
101-233-850.000	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES (2 MAINTENANCE/1 MONTH)	9894303288	12/24/21	157.20	1190994
Total For Dept 233 PURCHASING						638.81	
Dept 245 SURVEY & REMONUMENTATION GRANT							
101-245-801.812	CONTRACTUAL SURVEY SERVICE	MARBACH & BRADY LAND SURVEYING	2021 REMONUMENTATION PROGRAM	222355	12/24/21	7,380.00	20232
101-245-801.812	CONTRACTUAL SURVEY SERVICE	KESLER LAND SURVEYING	2021 REMONUMENTATION PROGRAM	596	12/24/21	6,150.00	20239
Total For Dept 245 SURVEY & REMONUMENTATION GRANT						13,530.00	
Dept 253 TREASURER							
101-253-861.000	CONFERENCE/MEETINGS/TRAINING	MICHIGAN ASSOC OF COUNTY TREASURERS	MACT 2022 WINTER CONFERENCE	2022-CONF	12/13/21	175.00	1190776
101-253-916.000	SHORT TERM TAX BOND	GREENSTONE INSURANCE COMPANY	ANNUAL PREMIUM - 07/1/21-03/31/22	GICSTB0235	12/20/21	4,793.00	1190877
Total For Dept 253 TREASURER						4,968.00	
Dept 258 INFORMATION SYSTEMS							
101-258-861.000	CONFERENCE/MEETINGS/TRAINING	STATE OF MICHIGAN	SUBSCRIPTION/TRAINING SERVICE	MIDEAL 1565	12/24/21	270.00	1190987
101-258-983.000	SOFTWARE MAINT	APEX SOFTWARE	ANNUAL MAINTENANCE RENEWAL	314714	12/24/21	940.00	1190933
101-258-987.130	HIGH SPEED INTERNET ACCESS	COMCAST	HIGH SPEED INTERNET ACCESS	122221	12/22/21	420.29	20251
101-258-987.140	SOFTWARE MAINT-VIRTUAL SERVER	FAVALON TECHNOLOGIES INC	SOFTWARE MAINTENANCE/VIRTUAL SERVER	8086	12/24/21	24,872.00	20210
101-258-988.100	EQUIPMENT & UNFORSEEN MAINT	QUANTUM LEAP COMMUNICATIONS	AFTER HOURS EMERGENCY SERVICES - JANUARY	6700	12/24/21	202.50	1190981
Total For Dept 258 INFORMATION SYSTEMS						26,704.79	
Dept 265 MAINTENANCE							
101-265-803.080	CONTRACTUAL ALARM MONITORING	HAAS SYSTEMS, INC.	DIAGNOSE PROBLEMS W/FIRE ALARM SYSTEM	15757	12/24/21	142.50	1190960
101-265-804.351	CONTRACTUAL LIFT STATION MAINT	VILLAGE OF CASSOPOLIS	SEPTEMBER/NOVEMBER	211/204	12/24/21	525.00	1190995
101-265-804.351	CONTRACTUAL LIFT STATION MAINT	VILLAGE OF CASSOPOLIS	SEPTEMBER/NOVEMBER	211/204	12/24/21	525.00	1190995
101-265-920.009	ELECTRICITY - COURTHOUSE	INDIANA MICHIGAN POWER ELECTRIC (6)		121321	12/13/21	2,960.15	20202
101-265-920.020	ELECTRICITY - MAINT. GARAGE	INDIANA MICHIGAN POWER ELECTRIC (6)		121321	12/13/21	78.19	20202
101-265-920.060	ELECTRICITY - PARKS	INDIANA MICHIGAN POWER ELECTRIC (6)		121321	12/13/21	13.17	20202
101-265-920.060	ELECTRICITY - PARKS	INDIANA MICHIGAN POWER ELECTRIC (6)		121321	12/13/21	68.39	20202
101-265-921.009	NATURAL GAS - COURTHOUSE	SEMCO ENERGY GAS COMPANY	NATURAL GAS (7)	121621	12/16/21	101.12	20203
101-265-921.020	NATURAL GAS - MAINT. GARAGE	SEMCO ENERGY GAS COMPANY	NATURAL GAS (7)	121621	12/16/21	704.74	20203
101-265-921.030	NATURAL GAS - L&C	SEMCO ENERGY GAS COMPANY	NATURAL GAS (7)	121621	12/16/21	1,656.43	20203
101-265-921.033	NATURAL GAS - MDOC	SEMCO ENERGY GAS COMPANY	NATURAL GAS (7)	121621	12/16/21	49.25	20203
101-265-921.040	NATURAL GAS - JAIL	SEMCO ENERGY GAS COMPANY	NATURAL GAS (7)	121621	12/16/21	2,323.82	20203
101-265-921.050	NATURAL GAS - ANIMAL CONTROL	SEMCO ENERGY GAS COMPANY	NATURAL GAS (7)	121621	12/16/21	664.96	20203
101-265-930.075	GENERAL REPAIRS	SYNCBAMAZON	TONER CARTRIDGES/MAINTENANCE SUPPLIES	XXX9012	12/13/21	93.17	1190765
101-265-930.075	GENERAL REPAIRS	SYNCBAMAZON	TONER CARTRIDGES/MAINTENANCE SUPPLIES	XXX9012	12/13/21	119.95	1190765
101-265-930.075	GENERAL REPAIRS	CASS AUTO SUPPLY CO, INC	MAINTENANCE REPAIRS	1622	12/24/21	56.24	1190940
101-265-930.075	GENERAL REPAIRS	RANDY EASTON	LOCK REPAIRS	9746	12/24/21	150.00	1190949

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Fund 101 TREASURER							
Dept 265 MAINTENANCE							
101-265-930.075	GENERAL REPAIRS	GEN-X LIGHTING LLC	BULBS	2621	12/24/21	1,626.20	1190956
101-265-930.075	GENERAL REPAIRS	GRAINGER, INC.	MAINTENANCE REPAIRS	122121	12/24/21	1,067.19	1190957
101-265-930.075	GENERAL REPAIRS	GRAINGER, INC.	MAINTENANCE REPAIRS	122121	12/24/21	(222.68)	1190957
101-265-930.075	GENERAL REPAIRS	HALE'S TRUE VALUE HARD	MAINTENANCE REPAIRS	1156	12/24/21	19.76	1190961
Total For Dept 265 MAINTENANCE						12,722.55	
Dept 266 LAW & COURTS SECURITY							
101-266-746.010	UNIFORMS	GARMENT DISTRICT INC.	DRY CLEANING	38	12/24/21	354.25	1190954
101-266-746.010	UNIFORMS	NYE UNIFORM CO.	UNIFORMS	790703	12/24/21	37.50	1190978
Total For Dept 266 LAW & COURTS SECURITY						391.75	
Dept 280 SOIL CONSERVATION							
101-280-956.000	MISCELLANEOUS EXPENSES	CASS COUNTY CONSERVATI	ANNUAL ALLOCATION	121021	12/24/21	5,000.00	1190943
Total For Dept 280 SOIL CONSERVATION						5,000.00	
Dept 282 COURT GRANT PROGRAMS							
101-282-801.010	CONTRACTUAL	HOUSE ARREST SERVICES,	MENTAL HEALTH COURT, INV. 1657359-N	122421	12/24/21	225.00	1190962
101-282-801.010	CONTRACTUAL	MICHIANA DRUG TESTING	FTC, INV. 2072, SSSPP INV. 2070 AND	122421	12/24/21	1,969.00	20212
101-282-801.010	CONTRACTUAL	MONIQUE DORTCH	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	46.00	20214
101-282-801.010	CONTRACTUAL	GRACE MULLER	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	800.00	20215
101-282-801.010	CONTRACTUAL	HEATHER PAULEY	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	170.18	20219
101-282-801.010	CONTRACTUAL	RAYMOND FLEMING	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	111.36	20220
101-282-801.010	CONTRACTUAL	BRADLEY WEST	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	286.00	20223
101-282-801.010	CONTRACTUAL	BRANDY JONES	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	104.44	20224
101-282-801.010	CONTRACTUAL	REDDEN TODD	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	90.48	20227
101-282-801.010	CONTRACTUAL	KIMBERLY PEET	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	800.00	20240
101-282-801.010	CONTRACTUAL	PRESTON COLLETT	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	234.00	20248
101-282-801.020	CONTRACTUAL SWIFT & SURE	MICHIANA DRUG TESTING	FTC, INV. 2072, SSSPP INV. 2070 AND	122421	12/24/21	2,953.00	20212
101-282-801.020	CONTRACTUAL SWIFT & SURE	TASIA ROBERTS	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	1,200.00	20218
101-282-801.020	CONTRACTUAL SWIFT & SURE	HEATHER PAULEY	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	65.00	20219
101-282-801.020	CONTRACTUAL SWIFT & SURE	RAYMOND FLEMING	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	447.84	20220
101-282-801.020	CONTRACTUAL SWIFT & SURE	JESSEE SCHOETZOW	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	85.26	20221
101-282-801.020	CONTRACTUAL SWIFT & SURE	BRADLEY WEST	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	471.10	20223
101-282-801.020	CONTRACTUAL SWIFT & SURE	BRANDY JONES	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	29.25	20224
101-282-801.020	CONTRACTUAL SWIFT & SURE	REDDEN TODD	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	104.76	20227
101-282-801.020	CONTRACTUAL SWIFT & SURE	BARBARA M. HOWES	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	1,000.00	20236
101-282-801.020	CONTRACTUAL SWIFT & SURE	JONI PATZER	SWIFT AND SURE FINANCIAL SERVICES	122421	12/24/21	390.00	20237
101-282-801.020	CONTRACTUAL SWIFT & SURE	KIMBERLY PEET	SSSPP ASSESSMENTS 12/3 AND 12/6/21	122421	12/24/21	90.00	20240
101-282-801.020	CONTRACTUAL SWIFT & SURE	KIMBERLY PEET	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	200.00	20240
101-282-801.020	CONTRACTUAL SWIFT & SURE	CLARENCE JAMES	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	460.00	20243
101-282-801.020	CONTRACTUAL SWIFT & SURE	PRESTON COLLETT	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	180.00	20248
101-282-801.090	CONTRACTUAL BYRNE	JAG GRAN CHELSEA SCHOETZOW	ATC/SC 12/2 THRU 12/15/21	121521	12/24/21	720.00	20216
101-282-801.090	CONTRACTUAL BYRNE	JAG GRAN RAYMOND FLEMING	ATC/SC 12/2 THRU 12/15/21	121521	12/24/21	699.09	20220
101-282-801.090	CONTRACTUAL BYRNE	JAG GRAN JESSEE SCHOETZOW	ATC/SC 12/2 THRU 12/15/21	121521	12/24/21	322.98	20221
101-282-801.090	CONTRACTUAL BYRNE	JAG GRAN BRADLEY WEST	ATC/SC 12/2 THRU 12/15/21	121521	12/24/21	424.56	20223
101-282-801.090	CONTRACTUAL BYRNE	JAG GRAN STEPHANIE ALLEN	ATC/SC 12/2 THRU 12/15/21	121521	12/24/21	36.00	20226
101-282-801.090	CONTRACTUAL BYRNE	JAG GRAN REDDEN TODD	ATC/SC 12/2 THRU 12/15/21	121521	12/24/21	20.20	20227
101-282-801.090	CONTRACTUAL BYRNE	JAG GRAN KIMBERLY PEET	ATC/SC 12/2 THRU 12/15/21	121521	12/24/21	200.00	20240
101-282-801.090	CONTRACTUAL BYRNE	JAG GRAN KIMBERLY PEET	12/15/21 ATC ASSESSMENTS	121521	12/24/21	60.00	20240
101-282-801.090	CONTRACTUAL BYRNE	JAG GRAN PRESTON COLLETT	ATC/SC 12/2 THRU 12/15/21	121521	12/24/21	360.00	20248
101-282-801.160	CONTRACTUAL SWIFT & SURE	(BARBARA M. HOWES	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	550.00	20236
101-282-801.160	CONTRACTUAL SWIFT & SURE	(CLARENCE JAMES	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	1,120.00	20243
101-282-801.315	CONTRACTUAL ADULT	DRUG CO MONIQUE DORTCH	ATC/SC 12/2 THRU 12/15/21	121521	12/24/21	954.50	20214

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Fund 101 TREASURER							
Dept 282 COURT GRANT PROGRAMS							
101-282-801.315	CONTRACTUAL ADULT DRUG COI	TASIA ROBERTS	ATC/SC 12/2 THRU 12/15/21	121521	12/24/21	800.00	20218
101-282-801.315	CONTRACTUAL ADULT DRUG COI	BARBARA M. HOWES	ATC/SC 12/2 THRU 12/15/21	121521	12/24/21	1,150.00	20236
101-282-801.315	CONTRACTUAL ADULT DRUG COI	PRESTON COLLETT	ATC/SC 12/2 THRU 12/15/21	121521	12/24/21	360.00	20248
Total For Dept 282 COURT GRANT PROGRAMS						20,290.00	
Dept 301 OFFICE OF SHERIFF							
101-301-777.000	MOTOR FUEL/LUBRICANT	J & H OIL COMPANY	FUEL	CFSI-7382	12/24/21	38.99	20234
101-301-777.001	VEHICLE REPAIRS/MAINTENANC	C. WIMBERLEY	VEH MAINT	43128	12/24/21	70.20	1190938
101-301-777.001	VEHICLE REPAIRS/MAINTENANC	C. WIMBERLEY FORD-MERC	VEH MAINT	63034	12/24/21	33.27	1190939
101-301-777.001	VEHICLE REPAIRS/MAINTENANC	C. WIMBERLEY FORD-MERC	VEH MAINT	63214	12/24/21	60.15	1190939
101-301-777.001	VEHICLE REPAIRS/MAINTENANC	C. WIMBERLEY FORD-MERC	VEH MAINT	63246	12/24/21	40.20	1190939
101-301-777.001	VEHICLE REPAIRS/MAINTENANC	FIRST CHOICE AUTO	VEH MAINT	0019551	12/24/21	920.93	1190951
101-301-777.001	VEHICLE REPAIRS/MAINTENANC	CURTIS ROHDY	VEH MAINT	11112021	12/24/21	521.21	1190965
101-301-777.001	VEHICLE REPAIRS/MAINTENANC	CURTIS ROHDY	VEH MAINT	12032021	12/24/21	451.18	1190965
101-301-777.001	VEHICLE REPAIRS/MAINTENANC	CURTIS ROHDY	VEH MAINT	12102021	12/24/21	45.00	1190965
101-301-777.001	VEHICLE REPAIRS/MAINTENANC	TELE-RAD, INC.	VEH MAINT	904460	12/24/21	163.40	1190989
101-301-801.054	DRUG TEST/PHYSICAL	MARILYN CHRISTENSEN	PRE EMPLOYMENT PSYCH ASSESSMENT	TYLER CARSON	12/24/21	500.00	1190945
101-301-801.054	DRUG TEST/PHYSICAL	MICHIANA DRUG TESTING	PRE EMPLOYMENT TESTING	2084	12/24/21	37.00	20212
101-301-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	GREATER DOWAGIAC CHAMB	2022 MEMBERSHIP DUES	4283	12/24/21	45.00	1190959
101-301-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	LERMA, INC	MEMBERSHIP DUES 2022	2022	12/24/21	60.00	1190969
101-301-820.000	DRY CLEANING	GARMENT DISTRICT INC.	DRY CLEANING	38	12/24/21	80.10	1190954
101-301-850.000	TELEPHONE	VERIZON WIRELESS	MOBILE BROADBAND 11/2021	9894360494	12/22/21	760.27	1190999
101-301-861.000	CONFERENCE/MEETINGS/TRAINI	FIRST BANKCARD	CREDIT CARD 11/2021	5584979122035171	12/13/21	12.00	1190767
101-301-861.000	CONFERENCE/MEETINGS/TRAINI	MICHIGAN SHERIFFS' ASS	MISSION INVESTIGATOR SCHOOL	20210812	12/24/21	100.00	1190976
Total For Dept 301 OFFICE OF SHERIFF						3,938.90	
Dept 304 SECONDARY ROAD PATROL GRANT							
101-304-850.000	TELEPHONE	VERIZON WIRELESS	MOBILE BROADBAND 11/2021	9894360494	12/22/21	40.01	1190999
Total For Dept 304 SECONDARY ROAD PATROL GRANT						40.01	
Dept 306 HOWARD TOWNSHIP POLICE							
101-306-850.000	TELEPHONE	VERIZON WIRELESS	MOBILE BROADBAND 11/2021	9894360494	12/22/21	40.01	1190999
Total For Dept 306 HOWARD TOWNSHIP POLICE						40.01	
Dept 351 JAIL OPERATION							
101-351-735.060	IN COUNTY INMATE MEDICAL (	VAN BUREN/CASS DISTRIC	INMATE DENTAL	ASHLEY D SHAER	12/24/21	160.00	1190993
101-351-735.060	IN COUNTY INMATE MEDICAL (	CORRECTIONAL RECOVERY	INMATE MEDICAL	Q1-100034197	12/24/21	891.18	20246
101-351-745.000	CLOTHING/BEDDING/TOILETRIE	BOB BARKER CO., INC.	INMATE SUPPLIES	INV1705469	12/24/21	223.14	1190935
101-351-746.010	UNIFORMS	GARMENT DISTRICT INC.	DRY CLEANING	38	12/24/21	276.75	1190954
101-351-746.010	UNIFORMS	NYE UNIFORM CO.	UNIFORMS	795716	12/24/21	83.90	1190978
101-351-746.010	UNIFORMS	NYE UNIFORM CO.	UNIFORMS	790700	12/24/21	37.50	1190978
101-351-746.010	UNIFORMS	NYE UNIFORM CO.	UNIFORMS	790701	12/24/21	37.50	1190978
101-351-775.000	CLEANING SUPPLIES	KSS ENTERPRISES	JAIL CLEANING SUPPLIES	1345838	12/24/21	210.41	1190967
101-351-775.000	CLEANING SUPPLIES	KSS ENTERPRISES	JAIL CLEANING SUPPLIES	1345209	12/24/21	1,424.23	1190967
101-351-775.000	CLEANING SUPPLIES	UNIFIRST CORPORATION	RUGS	099 0314714	12/24/21	45.05	1190992
101-351-803.004	CONTRACTUAL SVC	INTERSECT STUDIO LLC	JAIL WINDOWS PROJECT	3026	12/24/21	935.00	20222
101-351-814.000	PRISONER BOARD (MEALS)	CANTEEN SERVICES, INC.	INMATE MEALS WEEK OF 11/27/21-12/04	112244	12/24/21	2,314.92	20204
101-351-814.000	PRISONER BOARD (MEALS)	CANTEEN SERVICES, INC.	INMATE MEALS WEEK OF 12/05/21-12/11	112433	12/24/21	2,330.20	20204
Total For Dept 351 JAIL OPERATION						8,969.78	
Dept 430 ANIMAL CONTROL							
101-430-775.000	CLEANING SUPPLIES	SYNCBAMAZON	TONER CARTRIDGES/MAINTENANCE SUPPLI	XXX9012	12/13/21	199.99	1190765
101-430-775.000	CLEANING SUPPLIES	W. B. HAYDEN & SONS CO	HOSE END	227947	12/24/21	7.99	1190996

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Dept 430 ANIMAL CONTROL							
101-430-777.000	MOTOR FUEL/LUBRICANT	J & H OIL COMPANY	FUEL	CFSI-7386	12/24/21	143.22	20234
101-430-801.000	PROFESSIONAL/CONTRACTUAL	STEVE & LORI FOX	SPAY/NEUTER DEPOSIT REIMBURSEMENT 1	10-07-2021-3	12/24/21	14.00	1190988
101-430-850.000	TELEPHONE	VERIZON WIRELESS	MOBILE BROADBAND 11/2021	9894360494	12/22/21	120.03	1190999
Total For Dept 430 ANIMAL CONTROL						485.23	
Dept 631 SUBSTANCE ABUSE							
101-631-835.000	SUBSTANCE ABUSE COORD AGEN	SOUTHWEST MICHIGAN BEH	SUBSTANCE ABUSE PORTION - PA2 ALCOH	22-554	12/20/21	6,848.92	1190879
Total For Dept 631 SUBSTANCE ABUSE						6,848.92	
Dept 648 MEDICAL EXAMINER							
101-648-818.000	EXAMINER FEES	WMU HOMER STRYKER MD S	MEDICAL EXAMINER SVCS 11/2021	INV03149	12/24/21	4,887.00	1190998
101-648-818.020	HOSPITAL AUTOPSIES FEES	WMU HOMER STRYKER MD S	MEDICAL EXAMINER SVCS 11/2021	INV03149	12/24/21	2,601.00	1190998
Total For Dept 648 MEDICAL EXAMINER						7,488.00	
Dept 681 VETERANS BURIALS							
101-681-831.001	BURIAL FEES	CRAIG BRADLEY	BURIAL BENEFIT	122121	12/24/21	300.00	1190948
Total For Dept 681 VETERANS BURIALS						300.00	
Dept 682 VETERANS AFFAIRS							
101-682-803.200	CONTRACT SVCS - DENTAL	VAN BUREN/CASS DISTRIC	VETERANS DENTAL FEES	120821	12/24/21	926.00	1190993
101-682-880.200	MARKETING / PROMOTION	MATTHEW MCDAID	VETERANS HAT	1171	12/24/21	1,160.00	20230
Total For Dept 682 VETERANS AFFAIRS						2,086.00	
Total For Fund 101 TREASURER						171,322.37	
Fund 208 PARKS SPECIAL REVENUE							
Dept 751 PARKS & RECREATION							
208-751-727.000	SUPPLIES	W. B. HAYDEN & SONS CO	SUPPLIES	6789	12/24/21	44.32	1190996
208-751-777.000	MOTOR FUEL/LUBRICANT	J & H OIL COMPANY	FUEL	3456	12/24/21	292.54	20234
208-751-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	MDEQ	CAMPGROUND FEE	3456	12/24/21	94.00	1190973
208-751-803.003	CONTRACT SVCS - PARK EVENI	GARRETT LABORATORIES I	WATER TESTS	307239	12/24/21	84.00	1190955
208-751-900.000	PRINTING & BINDING	PRINTLINK SHORT RUN BU	ENTRANCE ENVELOPES	307329	12/24/21	472.18	20247
Total For Dept 751 PARKS & RECREATION						987.04	
Total For Fund 208 PARKS SPECIAL REVENUE						987.04	
Fund 216 FAMILY DRUG COURT GRANTS							
Dept 166 FAMILY DRUG COURT							
216-166-801.053	CONTRACTUAL	MONIQUE DORTCH	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	931.50	20214
216-166-801.053	CONTRACTUAL	CHELSEA SCHOETZOW	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	917.12	20216
216-166-801.053	CONTRACTUAL	HEATHER PAULEY	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	93.66	20219
216-166-801.053	CONTRACTUAL	RAYMOND FLEMING	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	241.65	20220
216-166-801.053	CONTRACTUAL	JESSEE SCHOETZOW	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	274.82	20221
216-166-801.053	CONTRACTUAL	BRADLEY WEST	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	220.48	20223
216-166-801.053	CONTRACTUAL	BRANDY JONES	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	83.40	20224
216-166-801.053	CONTRACTUAL	SARAH WEBB	OJJD P COUNSELING SERVICES FOR DECEM	122421	12/24/21	300.00	20225
216-166-801.053	CONTRACTUAL	REDDEN TODD	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	159.80	20227
216-166-801.053	CONTRACTUAL	BARBARA M. HOWES	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	1,000.00	20236
216-166-801.220	(SCAO) (MHSDCP) CONTRACTU	MICHIANA DRUG TESTING	FTC, INV. 2072, SSSPP INV. 2070 AND	122421	12/24/21	1,355.00	20212
216-166-801.220	(SCAO) (MHSDCP) CONTRACTU	GRACE MULLER	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	790.00	20215
216-166-801.220	(SCAO) (MHSDCP) CONTRACTU	HEATHER PAULEY	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	93.78	20219
216-166-801.220	(SCAO) (MHSDCP) CONTRACTU	JESSEE SCHOETZOW	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	350.14	20221
216-166-801.220	(SCAO) (MHSDCP) CONTRACTU	BRANDY JONES	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	17.48	20224
216-166-801.220	(SCAO) (MHSDCP) CONTRACTU	REDDEN TODD	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	50.36	20227

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Fund 216 FAMILY DRUG COURT GRANTS							
Dept 166 FAMILY DRUG COURT							
216-166-801.220	(SCAO) (MHSDCP) CONTRACTU	CLARENCE JAMES	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	1,200.00	20243
216-166-801.220	(SCAO) (MHSDCP) CONTRACTU	PRESTON COLLETT	PROBLEM-SOLVING COURTS 12/2/21 - 12	122421	12/24/21	720.00	20248
Total For Dept 166 FAMILY DRUG COURT						8,799.19	
Total For Fund 216 FAMILY DRUG COURT GRANTS						8,799.19	
Fund 233 MARCELLUS TWP POLICE CONTRACT							
Dept 310 COPS FAST GRANT							
233-310-746.010	UNIFORMS	GARMENT DISTRICT INC.	DRY CLEANING	38	12/24/21	171.00	1190954
233-310-850.000	TELEPHONE	VERIZON WIRELESS	MOBILE BROADBAND 11/2021	9894360494	12/22/21	40.01	1190999
Total For Dept 310 COPS FAST GRANT						211.01	
Total For Fund 233 MARCELLUS TWP POLICE CONTRACT						211.01	
Fund 245 PUBLIC IMPROVEMENT FUND							
Dept 244 PUBLIC IMPROVEMENT							
245-244-980.000	NEW EQUIPMENT	JAMES DEJONG	REIMBURSEMENT FOR SUPPLIES	IT1101	12/24/21	74.97	1190964
245-244-980.000	NEW EQUIPMENT	SHI INTERNATIONAL CORP	HYPRCONVERGED INFRASTRUCTURE NEEDS	B14445756	12/24/21	2,143.71	1190984
Total For Dept 244 PUBLIC IMPROVEMENT						2,218.68	
Total For Fund 245 PUBLIC IMPROVEMENT FUND						2,218.68	
Fund 258 MIDC (MICHIGAN INDIGENT DEFENSE COMM.)							
Dept 258 INFORMATION SYSTEMS							
258-258-807.021	EXPERT INVESTIGATOR FEES	RADDE INVESTIGATIVE&S	INVESTIGATOR FEES - MAY 2021 - OCTO	VARIOUS	12/24/21	11,589.84	20207
258-258-807.070	CONFLICT COUNSEL	JOHN MCDONOUGH	CONFLICT COUNSEL BILLINGS	12/1/21-12/17/21	12/24/21	880.00	20229
258-258-807.070	CONFLICT COUNSEL	JOHN MCDONOUGH	CONFLICT COUNSEL BILLINGS	12/1/21-12/17/21	12/24/21	880.00	20229
258-258-807.071	COUNSEL AT FIRST ARRAIGNME	HEIDI DUNCAN	COUNSEL AT FIRST ARRAIGNMENT	122121	12/24/21	4,290.00	20209
258-258-807.167	INDIGENT DEFENSE RETAINER	GREGORY FELDMAN	INDIGENT DEFENSE RETAINER	DECEMBER 2021	12/24/21	289.00	20205
258-258-807.167	INDIGENT DEFENSE RETAINER	GREGORY FELDMAN	INDIGENT DEFENSE RETAINER	DECEMBER 2021	12/24/21	8,580.00	20205
258-258-807.167	INDIGENT DEFENSE RETAINER	GREGORY FELDMAN	INDIGENT DEFENSE RETAINER	JANUARY 2022	12/24/21	8,580.00	20205
258-258-807.167	INDIGENT DEFENSE RETAINER	GREGORY FELDMAN	INDIGENT DEFENSE RETAINER	JANUARY 2022	12/24/21	289.00	20205
258-258-807.167	INDIGENT DEFENSE RETAINER	ROBERT W DRAKE	INDIGENT DEFENSE RETAINER	DECEMBER 2021	12/24/21	1,200.00	20250
258-258-807.167	INDIGENT DEFENSE RETAINER	ROBERT W DRAKE	INDIGENT DEFENSE RETAINER	DECEMBER 2021	12/24/21	289.00	20250
258-258-807.167	INDIGENT DEFENSE RETAINER	ROBERT W DRAKE	INDIGENT DEFENSE RETAINER	DECEMBER 2021	12/24/21	8,580.00	20250
Total For Dept 258 INFORMATION SYSTEMS						45,446.84	
Total For Fund 258 MIDC (MICHIGAN INDIGENT DEFENSE)						45,446.84	
Fund 260 ANIMAL CONTROL DONATION FUND							
Dept 430 ANIMAL CONTROL							
260-430-801.131	SPAY/NEUTER SERVICES	ABC CLINIC / PET REFUG	SPAY/NEUTER ASSISTANCE, GRAVIT	1955131	12/24/21	120.00	1190932
Total For Dept 430 ANIMAL CONTROL						120.00	
Total For Fund 260 ANIMAL CONTROL DONATION FUND						120.00	
Fund 261 CENTRAL DISPATCH FUND							
Dept 301 OFFICE OF SHERIFF							
261-301-775.000	CLEANING SUPPLIES	UNIFIRST CORPORATION	RUGS	099 0313900	12/24/21	33.27	1190992
261-301-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	A CHILD IS MISSING	RENEWAL 11/06/21-11/05/22	12092021	12/24/21	300.00	1190931
261-301-850.000	TELEPHONE	LANGUAGE LINE SERVICES	INTERPRETOR 11/2021	10395137	12/24/21	34.15	1190968
261-301-852.012	ETHERNET NETWORK SERVICES	MERIT NETWORK	911 TOWER SVC 10/1/21-09/30/22	90343	12/24/21	3,150.00	1190974
261-301-852.012	ETHERNET NETWORK SERVICES	MERIT NETWORK	911 TOWER SVC 10/1/21-09/30/22	90344	12/24/21	4,586.13	1190974
261-301-921.000	NATURAL GAS	INDIANA MICHIGAN POWER	ELECTRIC (6)	121321	12/13/21	1,616.21	20202

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Fund 261 CENTRAL DISPATCH FUND							
Dept 301 OFFICE OF SHERIFF							
261-301-921.000	NATURAL GAS	SEMCO ENERGY GAS COMPA	NATURAL GAS (7)	121621	12/16/21	129.99	20203
261-301-944.900	EQUIPMENT LEASE	STATE OF MICHIGAN	AVPN 3 WAY LINE 10/1/21-12/31/21	551-593309	12/24/21	1,765.00	1190986
Total For Dept 301 OFFICE OF SHERIFF						11,614.75	
Total For Fund 261 CENTRAL DISPATCH FUND						11,614.75	
Fund 268 CORRECTION OFFICERS TRAINING							
Dept 362 JAIL TRAINING							
268-362-861.000	CONFERENCE/MEETINGS/TRAINI	FIRST BANKCARD	CREDIT CARD 11/2021	5584979122035171	12/13/21	363.80	1190767
Total For Dept 362 JAIL TRAINING						363.80	
Total For Fund 268 CORRECTION OFFICERS TRAINING						363.80	
Fund 269 LAW LIBRARY FUND							
Dept 145 LAW LIBRARY							
269-145-729.006	SUPPLIES & MATERIALS	WEST GROUP PAYMENT CTR	WESTLAW LAW LIBRARY PRINT MATERIALS	845525686	12/24/21	295.07	1190997
269-145-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	WEST GROUP PAYMENT CTR	WESTLAW ONLINE FEE FOR NOVEMBER 202	845433344	12/24/21	1,300.69	1190997
Total For Dept 145 LAW LIBRARY						1,595.76	
Total For Fund 269 LAW LIBRARY FUND						1,595.76	
Fund 271 C.C. DRUG ENFORCEMENT TEAM							
Dept 301 OFFICE OF SHERIFF							
271-301-811.200	VETERINARY SERVICES/K-9 SU	FIRST BANKCARD	CREDIT CARD 11/2021	5584979122035171	12/13/21	119.66	1190767
271-301-820.000	DRY CLEANING	GARMENT DISTRICT INC.	DRY CLEANING	38	12/24/21	67.00	1190954
271-301-850.000	TELEPHONE	VERIZON WIRELESS	MOBILE BROADBAND 11/2021	9894360494	12/22/21	40.01	1190999
271-301-852.000	VEHICLE MAINTENANCE	C. WIMBERLEY FORD-MERC	VEH MAINT	63260	12/24/21	60.15	1190939
271-301-852.000	VEHICLE MAINTENANCE	TELE-RAD, INC.	VEH MAINT	904459	12/24/21	374.65	1190989
Total For Dept 301 OFFICE OF SHERIFF						661.47	
Total For Fund 271 C.C. DRUG ENFORCEMENT TEAM						661.47	
Fund 272 K-9 DRUG FUND							
Dept 301 OFFICE OF SHERIFF							
272-301-811.200	VETERINARY SERVICES/K-9 SU	COMMUNITY MILLS, INC.	COSEQUIN FOR FAUST	00479871	12/24/21	45.15	1190946
Total For Dept 301 OFFICE OF SHERIFF						45.15	
Total For Fund 272 K-9 DRUG FUND						45.15	
Fund 276 911 DISPATCH TRAINING FUND							
Dept 301 OFFICE OF SHERIFF							
276-301-701.000	EXPENDITURES	FIRST BANKCARD	CREDIT CARD 11/2021	5584979122035171	12/13/21	94.35	1190767
276-301-701.000	EXPENDITURES	PRIORITY DISPATCH	EMD	SIN295647	12/24/21	365.00	1190980
Total For Dept 301 OFFICE OF SHERIFF						459.35	
Total For Fund 276 911 DISPATCH TRAINING FUND						459.35	
Fund 284 COMMUNITY CORRECTIONS GRANT							
Dept 362 JAIL TRAINING							
284-362-801.067	PRETRIAL SERVICES & SUPER	HOUSE ARREST SERVICES, GPS, SOBERLINK	11/2021	1657360-NOV	12/24/21	824.50	1190962
Total For Dept 362 JAIL TRAINING						824.50	
Total For Fund 284 COMMUNITY CORRECTIONS GRANT						824.50	
Fund 292 FAMILY COURT CHILD CARE FUND							

Fund 292 FAMILY COURT CHILD CARE FUND

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Fund 292 FAMILY COURT CHILD CARE FUND							
Dept 662 CHILD CARE - FAMILY							
292-662-801.150	COURT WRAPAROUND PROGRAM	ROBERT BROOKS	WRAPAROUND SERIVCES 12/3/21 - 12/1	122421	12/24/21	1,560.00	20213
292-662-801.150	COURT WRAPAROUND PROGRAM	KARA COX	WRAPAROUND SERVICES	122421	12/24/21	520.00	20228
292-662-842.007	BASIC GRANT - COUNSELING	BATTLE CREEK COUNSELIN	COUNSELING/EVAL FOR INV. 20211210 A	122421	12/24/21	1,000.00	1190934
Total For Dept 662 CHILD CARE - FAMILY						3,080.00	
Total For Fund 292 FAMILY COURT CHILD CARE FUND						3,080.00	
Fund 296 HISTORICAL COMMISSION FUND							
Dept 803 HISTORICAL COMMISSION							
296-803-701.000	EXPENDITURES	INDIANA MICHIGAN POWER ELECTRIC (6)		121321	12/13/21	13.05	20202
296-803-701.000	EXPENDITURES	CASS COUNTY HISTORICAL RETURN OF DONATED MONIES FOR PAINTI		120721	12/24/21	6,000.00	1190944
Total For Dept 803 HISTORICAL COMMISSION						6,013.05	
Total For Fund 296 HISTORICAL COMMISSION FUND						6,013.05	
Fund 297 DHS CHILD CARE							
Dept 663 CHILD CARE - DHS							
297-663-842.001	PARENT AIDE	ROXANN RICE	DHHS PARENT AIDE 11/9/21 - 12/12/21	122421	12/24/21	430.50	20208
297-663-842.001	PARENT AIDE	JESSICA BISHOP	PARENT AIDE FROM 11/29/21 - 12/12/2	122421	12/24/21	257.25	20242
Total For Dept 663 CHILD CARE - DHS						687.75	
Total For Fund 297 DHS CHILD CARE						687.75	
Fund 595 JAIL COMMISSARY FUND							
Dept 351 JAIL OPERATION							
595-351-726.000	SUPPLIES	CANTEEN SERVICES, INC.	INMATE COMMISSARY SALES WEEK OF 11/	112129	12/24/21	1,329.53	20204
595-351-726.000	SUPPLIES	CANTEEN SERVICES, INC.	INMATE COMMISSARY SALES WEEK OF 12/	112314	12/24/21	1,355.74	20204
Total For Dept 351 JAIL OPERATION						2,685.27	
Total For Fund 595 JAIL COMMISSARY FUND						2,685.27	
Fund 616 TAX REVOLVING CONTROL FUND							
Dept 253 TREASURER							
616-253-089.999	CHARGEBACKS DUE FROM OTHE	CORY ANDING & KRISHANA	DECEMBER BOR REFUND 14-120-029-027-	22-555	12/24/21	240.48	1190947
616-253-089.999	CHARGEBACKS DUE FROM OTHE	KAYLA CAMPBELL	DECEMBER BOR REFUND 14-120-209-047-	22-556	12/24/21	3,066.96	1190966
616-253-089.999	CHARGEBACKS DUE FROM OTHE	ROBERT & MONICA KING	DECEMBER BOR REFUND 14-120-214-007-	22-557	12/24/21	2,541.84	1190982
616-253-089.999	CHARGEBACKS DUE FROM OTHE	ROBERT & MONICA KING	DECEMBER BOR REFUND 14-120-214-007-	22-557	12/24/21	2,658.40	1190982
616-253-089.999	CHARGEBACKS DUE FROM OTHE	ROBERT & MONICA KING	DECEMBER BOR REFUND 14-120-214-007-	22-557	12/24/21	2,734.02	1190982
616-253-089.999	CHARGEBACKS DUE FROM OTHE	TYLER MAY	DECEMBER BOR REFUND 14-120-410-010-	22-558	12/24/21	201.06	1190991
Total For Dept 253 TREASURER						11,442.76	
Dept 254 TAX SALE							
616-254-801.011	11 TAX YR SALE EXPENDITURE	KREIS, ENDERLE, HUDGIN 0135 - TREASURER - 2 CROOKED CREEK		0135-TREASURER	12/24/21	1,320.00	20231
616-254-801.018	18 TAX YR SALE EXPENDITURE	CASS COUNTY CLERK/REGI	RECORD CERTIF OF REDEMPTIONS	22-560	12/24/21	90.00	1190942
616-254-801.019	19 TAX YR SALE EXPENDITURE	CASS COUNTY CLERK/REGI	RECORD CERTIFICATE OF REDEMPTION	22-559	12/20/21	30.00	1190876
616-254-801.019	19 TAX YR SALE EXPENDITURE	TITLE CHECK, LLC	PARCEL ADMINISTRATOR FEES 2019 TAX	2112-32	12/20/21	2,730.00	1190878
616-254-801.019	19 TAX YR SALE EXPENDITURE	CASS COUNTY CLERK/REGI	RECORD CERTIF OF REDEMPTIONS	22-560	12/24/21	1,410.00	1190942
616-254-801.019	19 TAX YR SALE EXPENDITURE	TITLE CHECK, LLC	PA 123 PROPERTY INSPECTION VISIT	PIV-211220-2	12/24/21	45.00	1190990
Total For Dept 254 TAX SALE						5,625.00	
Total For Fund 616 TAX REVOLVING CONTROL FUND						17,067.76	
Fund 620 TAX REVOLVING 2020							
Dept 253 TREASURER							

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Fund 620 TAX REVOLVING 2020							
Dept 253 TREASURER							
620-253-701.011	ADMINISTRATION FEES	CORY ANDING & KRISHANA	DECEMBER BOR REFUND 14-120-029-027-	22-555	12/24/21	9.62	1190947
620-253-701.011	ADMINISTRATION FEES	TYLER MAY	DECEMBER BOR REFUND 14-120-410-010-	22-558	12/24/21	8.04	1190999
Total For Dept 253 TREASURER						17.66	
Total For Fund 620 TAX REVOLVING 2020						17.66	
Fund 701 TRUST & AGENCY							
Dept 000 TREASURER							
701-000-221.000	DUE CITY OF DOWAGIAC	DOWAGIAC CITY TREASURE	ORDINANCE FINES & COSTS - NOVEMBER	22-547	12/13/21	118.80	1190773
701-000-226.020	DUE HOWARD	HOWARD TOWNSHIP TREASU	ORDINANCE FINES & COSTS - NOVEMBER	22-549	12/13/21	26.40	1190775
701-000-226.090	DUE ONTWA	ONTWA TWP. TREASURER	ORDINANCE FINES & COSTS - NOVEMBER	22-548	12/13/21	726.67	1190772
701-000-226.130	DUE SILVERCREEK	SILVER CREEK TWP. TREA	ORDINANCE FINES & COSTS - NOVEMBER	22-550	12/13/21	156.75	1190770
701-000-227.010	DUE VILLAGE - CASSOPOLIS	CASSOPOLIS VILLAGE TRE	ORDINANCE FINES & COSTS - NOVEMBER	22-551	12/13/21	701.58	1190769
701-000-227.020	DUE VILLAGE - EDWARDSBURG	VILLAGE OF EDWARDSBURG	ORDINANCE FINES & COSTS - NOVEMBER	22-552	12/13/21	473.55	1190774
701-000-227.030	DUE VILLAGE - MARCELLUS	MARCELLUS VILLAGE TREA	ORDINANCE FINES & COSTS - NOVEMBER	22-553	12/13/21	54.45	1190768
701-000-228.010	DUE STATE - S.E.T. TAX	STATE OF MICHIGAN	S.E.T AND MOBILE HOME TAX - 11/1/21	11152021-SOM	12/13/21	1,046,101.49	1190771
701-000-228.010	DUE STATE - S.E.T. TAX	STATE OF MICHIGAN	S.E.T. AND MOBILE HOME TAX - 11/30/	SOM-11302021	12/24/21	20,205.00	1190985
701-000-228.046	TRAILER COACH PARK TAX (TF	STATE OF MICHIGAN	S.E.T AND MOBILE HOME TAX - 11/1/21	11152021-SOM	12/13/21	1,132.00	1190771
701-000-228.046	TRAILER COACH PARK TAX (TF	STATE OF MICHIGAN	S.E.T. AND MOBILE HOME TAX - 11/30/	SOM-11302021	12/24/21	1,554.00	1190985
701-000-228.063	DUE TO STATE - SEX OFFENSE	STATE OF MICHIGAN	SOR 11/2021	551-592870	12/24/21	30.00	1190986
701-000-255.000	DEPOSIT PAYABLE-SPAY/NEUT	STEVE & LORI FOX	SPAY/NEUTER DEPOSIT REIMBURSEMENT 1	10-07-2021-3	12/24/21	26.00	1190988
701-000-256.000	SHERIFF'S FEES PAYABLE	HUNTINGTON NATIONAL BA	3RD PARTY FORECLOSURE SALE/PURCHASE	62322 ANDERSON R	12/13/21	47,076.86	1190766
701-000-285.090	DEPOSITS-BOC FLOWER/COFFEE	BOLT LIMITED INC	RETIREE ORNAMENTS	2728	12/24/21	128.00	1190936
Total For Dept 000 TREASURER						1,118,511.55	
Total For Fund 701 TRUST & AGENCY						1,118,511.55	

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Fund Totals:							
			Fund 101 TREASURER			171,322.37	
			Fund 208 PARKS SPECIAL REVENUE			987.04	
			Fund 216 FAMILY DRUG COURT GRANTS			8,799.19	
			Fund 233 MARCELLUS TWP POLICE CONTRAC			211.01	
			Fund 245 PUBLIC IMPROVEMENT FUND			2,218.68	
			Fund 258 MIDC (MICHIGAN INDIGENT DEFE			45,446.84	
			Fund 260 ANIMAL CONTROL DONATION FUND			120.00	
			Fund 261 CENTRAL DISPATCH FUND			11,614.75	
			Fund 268 CORRECTION OFFICERS TRAINING			363.80	
			Fund 269 LAW LIBRARY FUND			1,595.76	
			Fund 271 C.C. DRUG ENFORCEMENT TEAM			661.47	
			Fund 272 K-9 DRUG FUND			45.15	
			Fund 276 911 DISPATCH TRAINING FUND			459.35	
			Fund 284 COMMUNITY CORRECTIONS GRANT			824.50	
			Fund 292 FAMILY COURT CHILD CARE FUND			3,080.00	
			Fund 296 HISTORICAL COMMISSION FUND			6,013.05	
			Fund 297 DHS CHILD CARE			687.75	
			Fund 595 JAIL COMMISSARY FUND			2,685.27	
			Fund 616 TAX REVOLVING CONTROL FUND			17,067.76	
			Fund 620 TAX REVOLVING 2020			17.66	
			Fund 701 TRUST & AGENCY			1,118,511.55	
Total For All Funds:						1,392,732.95	

**CASS COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

December 16, 2021

The Cass County Board of Commissioners met for their Regular Meeting on Thursday, December 16, 2021, in Commissioner Chambers. Due to COVID-19 concerns, all public participation was offered via Zoom.

Chair Dyes called the meeting to order at 4:00 p.m. Commissioner File provided the Invocation.

Clerk/Register Monica McMichael called roll:

COMMISSIONERS PRESENT: Ryan Laylin, Annie File, Skip Dyes, Roseann Marchetti and Robert Benjamin.

COMMISSIONERS ABSENT: Mike Grice and Jeremiah Jones.

STAFF PRESENT: County Administrator Jeff Carmen, Deputy Administrator Matt Newton, Finance Director Jennifer Rentfrow and Clerk/Register Monica McMichael.

PUBLIC COMMENT

Beth Pompey commented on the adjusted start time of the December 16, 2021, meeting. She also addressed statements made by commissioners at local township meetings.

CCIEA President Fern Smith shared an update on union negotiations. She went on comment on the statement made by Commissioner Marchetti at the previous board meeting.

Chair Dyes offered comments regarding the board's direction to Administrator Carmen to address the unfunded liability of the pension. He also stated that commissioners were elected to represent more than 50,000 residents of the county. The commissioners had many projects and looked forward to moving the county forward in the next year.

County resident Rick Russwurm offered his support to the board in addressing the unfunded liability of the pension program.

APPROVAL OF THE AGENDA

Commissioner File moved, seconded by Commissioner Marchetti to approve the December 16, 2021, Cass County Board of Commissioner's Agenda with the addition of a resolution honoring Judge Susan L. Dobrich. Motion carried by voice vote.

RECOGNITIONS

R-233-21

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

RESOLUTION HONORING JUDGE SUSAN L. DOBRICH

WHEREAS, Judge Susan L. Dobrich graduated from Edwardsburg High School, Kalamazoo College and received her law degree from Cooley Law School, and

WHEREAS, in 1983, Judge Dobrich became the first woman to be elected Cass County Prosecutor, and

WHEREAS, Judge Dobrich has served the Cass County residents as probate-family court judge since 1995 and,

WHEREAS, serving the County's most vulnerable, Judge Dobrich founded the CASA program in Cass County, was a member of the Governor's Task Force on Child Neglect and Abuse, was the President of the Probate Judge's Association, developed problem-solving courts, presided over Adoption Day Events and held heartwarming reunification picnics, and

WHEREAS, Judge Dobrich's achievements, awards, and honors are many including a recent Daniel J. Wright Lifetime Achievement Award for Exemplary Service to Michigan Children, and

WHEREAS, In pursuit of her interest in helping Cass County residents, Judge Dobrich has received numerous yearly grants which advanced the programs that have been hailed throughout the State of Michigan, and

WHEREAS, the Cass County Board of Commissions sincerely thanks Judge Susan L. Dobrich for her time, her work, her energy and her enormous contribution to the welfare of Cass County residents,

NOW THEREFORE BE IT RESOLVED that the Cass County Board of Commissioners congratulates Judge Susan L. Dobrich on her retirement and wishes her health and happiness as she enters this new chapter of her life and looks forward to spending time with her husband, Tom Atkinson, daughters Jamie and Julie and their families.

The Chair instructed the Clerk to call roll:

Yes (5): Commissioners Laylin, File, Dyes, Marchetti and Benjamin.

No (0): None.

Absent (2): Commissioners Grice and Jones.

Resolution R-233-21 carried by roll call vote.

PRESENTATIONS

Bill LaDitka of Intersect Studio presented information on the Historic Courthouse Project.

Chanda Hillman, Tri-County Head Start Director, discussed the Head Start Program as well as their future goals that may include a location in the County Building Annex.

CONSENT AGENDA

Commissioner Benjamin 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-209-21) A motion to approve Claims dated December 10, 2021.

(M-210-21) A motion to approve the December 2, 2021 Board of Commissioners Regular Meeting Minutes.

The Chair instructed the Clerk to call roll:

Yes (5): Commissioners File, Dyes, Marchetti, Benjamin and Laylin.

No (0): None.

Absent (2): Commissioners Grice and Jones.

The Consent Agenda carried by roll call vote.

COMMITTEE REPORTS

Commissioner Marchetti offered a Committee Report.

ADMINISTRATOR'S REPORT

Administrator Carmen presented the Administrator's Report.

FINANCE REPORT

The Finance Report was included in the board packet.

PUBLIC SAFETY UPDATE

Sheriff Behnke provided a Public Safety Update.

COUNTY PARTNERS

Road Commissioner Manager Robert Thompson shared an update on Road Commission operations.

ELECTED OFFICIALS UPDATE

Prosecutor Fitz echoed the sentiments of the proclamation for Judge Dobrich and thanked her for her service to the residents of Cass County.

UNFINISHED BUSINESS

None.

NEW BUSINESS

R-211-21

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

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:

<u>Elected Official</u>	<u>Current Salary</u>	<u>2022 Salary</u>
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.

Discussion followed.

The Chair instructed the Clerk to call roll:

Yes (5): Commissioners Dyes, Marchetti, Benjamin, Laylin and File.

No (0): None.

Absent (2): Commissioners Grice and Jones.

Resolution R-211-21 carried by roll call vote.

R-212-21

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

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 is 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.

The Chair instructed the Clerk to call roll:

Yes (5): Commissioners Marchetti, Benjamin, Laylin, File and Dyes.

No (0): None.

Absent (2): Commissioners Grice and Jones.

Resolution R-212-21 carried by roll call vote.

R-213-21

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

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.

Discussion followed.

The Chair instructed the Clerk to call roll:

Yes (5): Commissioners Laylin, File, Dyes, Benjamin and Marchetti.

No (0): None.

Absent (2): Commissioners Grice and Jones.

Resolution R-213-21 carried by roll call vote.

R-214-21

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

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)

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 <u>Rate</u>	Date of <u>Maturity</u>	Date of <u>Original Issue</u>	<u>CUSIP</u>
	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.

The Chair instructed the Clerk to call roll:

Yes (5): Commissioners File, Dyes, Marchetti, Benjamin and Laylin.

No (0): None.

Absent (2): Commissioners Grice and Jones.

Resolution R-214-21 carried by roll call vote.

R-215-21

Commissioner File moved, seconded by Commissioner Benjamin, to approve the following resolution:

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)

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:

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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)**

<u>Interest</u> <u>Rate</u>	<u>Date of</u> <u>Maturity</u>	<u>Date of</u> <u>Original Issue</u>	<u>CUSIP</u>
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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.

This resolution shall become effective immediately upon its passage.

The Chair instructed the Clerk to call roll:

Yes (5): Commissioners Dyes, Marchetti, Benjamin, Laylin and File.

No (0): None.

Absent (2): Commissioners Grice and Jones.

Resolution R-215-21 carried by roll call vote.

R-216-21

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

**COUNTY OF CASS
STATE OF MICHIGAN**

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

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:

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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)**

<u>Interest</u> <u>Rate</u>	<u>Date of</u> <u>Maturity</u>	<u>Date of</u> <u>Original Issue</u>	<u>CUSIP</u>
	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.

The Chair instructed the Clerk to call roll:

Yes (5): Commissioners Marchetti, Benjamin, Laylin, File and Dyes.

No (0): None.

Absent (2): Commissioners Grice and Jones.

Resolution R-216-21 carried by roll call vote.

R-217-21

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

**COUNTY OF CASS
STATE OF MICHIGAN**

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

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:

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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)**

<u>Interest</u> <u>Rate</u>	<u>Date of</u> <u>Maturity</u>	<u>Date of</u> <u>Original Issue</u>	<u>CUSIP</u>
	May 1, 20__	_____, 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.

The Chair instructed the Clerk to call roll:

Yes (5): Commissioners Marchetti, Benjamin, Laylin, File and Dyes.

No (0): None.

Absent (2): Commissioners Grice and Jones.

Resolution R-217-21 carried by roll call vote.

M-218-21

Commissioner Laylin moved, seconded by Commissioner Marchetti, to appoint Ann File to the Parks Board for a three-year term ending January 1, 2024. Motion carried by voice vote.

M-219-21

Commissioner File moved, seconded by Commissioner Marchetti, to appoint Darren Bettinger to the Parks Board for an unexpired term ending January 1, 2023. Discussion followed. Motion carried by voice vote.

M-220-21

Commissioner Laylin moved, seconded by Commissioner File, to appoint Robert Parrish to the Parks Board for a three-year term ending January 1, 2024. Motion carried by voice vote.

M-221-21

Commissioner Marchetti moved, seconded by Commissioner File, to appoint Joseph Silvia to the Board of Public Works for a three-year term ending December 31, 2024. Motion carried by voice vote.

M-222-21

Commissioner Marchetti moved, seconded by Commissioner Laylin, to appoint Gerald Melko to the Board of Public Works for a three-year term ending December 31, 2024. Motion carried by voice vote.

M-223-21

Commissioner Laylin moved, seconded by Commissioner File, to appoint James Dodd to the Board of Public Works for a three-year term ending December 31, 2024. Motion carried by voice vote.

M-224-21

Commissioner File moved, seconded by Commissioner Laylin, to appoint Ron Niezgodski to the Board of Public Works to a three-year term ending December 31, 2024. Motion carried by voice vote.

M-225-21

Commissioner Benjamin moved, seconded by Commissioner Laylin, to appoint Linda Preston to the Southwest Michigan Planning Commission to a two-year term ending December 31, 2023. Motion carried by voice vote.

M-226-21

Commissioner Marchetti moved, seconded by Commissioner Laylin, to appoint Don DeLong to the Southwest Michigan Planning Commission for a two-year term ending December 31, 2023. Motion carried by voice vote.

M-227-21

Commissioner Marchetti moved, seconded by Commissioner Laylin, to appoint Doug Tyler to the Southwest Michigan Planning Commission for a two-year term ending December 31, 2023. Motion carried by voice vote.

R-228-21

Commissioner Laylin postponed Resolution R-228-21.

M-229-21

Commissioner File moved, seconded by Commissioner Laylin, to appoint Erika Espeland as the Administrator for the 2022 Survey/Remonumentation Grant. Motion carried by voice vote.

CLOSED SESSION

M-230-21

Commissioner Laylin moved, seconded by Commissioner File, to enter into a closed session to review Opioid litigation with Attorney Barry Conybeare and to include County Clerk/Register Monica McMichael, Jeff Carmen, Matt Newton and Jennifer Rentfrow.

The Chair instructed the Clerk to call roll:

Yes (4): Commissioners Laylin, File, Dyes and Marchetti.

No (1): Commissioner Benjamin.

Absent (2): Commissioners Grice and Jones.

Discussion followed. Motion to enter closed session failed by roll call vote as the approval of 2/3 of the elected body was not achieved. Because Attorney Conybeare was present and the resolutions were time-sensitive, the board discussed litigation in open session.

R-232-21

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

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.

The Chair instructed the Clerk to call roll:

Yes (5): Commissioners File, Dyes, Marchetti, Benjamin and Laylin.

No (0): None.

Absent (2): Commissioners Grice and Jones.

Resolution R-232-21 carried by roll call vote.

R-231-21

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

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”):

5. Janssen Pharmaceuticals, Inc. (a prescription opioids manufacturer);
6. Amerisource Bergen Corp. (a prescription opioids wholesaler distributor);
7. Cardinal Health, Inc. (a prescription opioids wholesaler distributor); and
8. 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/>.

The Chair instructed the Clerk to call roll:

Yes (5): Commissioners Laylin, File, Dyes, Marchetti and Benjamin.

No (0): None.

Absent (2): Commissioners Grice and Jones.

Resolution R-231-21 carried by roll call vote.

BOARD MEMBER COMMENTS OR ANNOUNCEMENTS

None.

ADJOURNMENT

Commissioner Laylin moved, seconded by Commissioner Marchetti, to adjourn. Motion carried by voice vote.

The meeting adjourned at 6:04 p.m.

Approved: _____
Date

Dwight Dyes, Chair

Monica McMichael, Clerk/Register



CASS COUNTY COUNTY ADMINISTRATOR'S OFFICE

ADMINISTRATOR'S REPORT – December 29th, 2021, CARMEN AND NEWTON

Meetings – In-Person & Virtual

- Personnel
- Labor Negotiations
- Kevin Anderson, City of Dowagiac
- Prosecutor Fitz
- Facilities & Maintenance
- Christian Lutes, Medical Care Facility
- Robert Thompson, Road Commission
- Historic Courthouse Committee
- Attorney - Grainger vs County of Ottawa, et al.
- Personnel
- Labor Negotiations
- GIS
- AEP/I&M
- MSU Extension
- Personnel
- COVID-19
- Foster Swift
- Veteran's Affairs
- Commissioner Dyes
- Open House for Judge Dobrich
- Investiture Ceremony for Judge Bealor
- Labor Negotiations
- Cyber Data Breach
- Patch & Remington
- Cass Area Artists

CASS COUNTY BOARD OF COMMISSIONERS

R-228-21

**APPROVING LAND PURCHASE AND SALE OPTION AGREEMENT
FOR SURPLUS COUNTY OWNED PROPERTY LOCATED AT 23770 HOSPITAL 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 1st DAY OF JANUARY, 2022

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 as 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 at 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

<u>Designated Deposit Payee:</u>	<u>Payee Percentage:</u>
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 $\frac{1}{4}$ 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 $\frac{1}{4}$ LINE TO POB. ALSO, THE E 400 FT OF SW $\frac{1}{4}$ OF SEC 2. ALSO DESCRIBED AS: COM AT S $\frac{1}{4}$ 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 $\frac{1}{4}$ 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:

Send subsequent tax bills to the Grantee.

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

**EXHIBIT A
TO FORM WARRANTY DEED**

Legal Description

[TBD]

Tax Parcel #
Commonly known as:

**EXHIBIT B
TO FORM WARRANTY DEED**

Permitted Exceptions

[TBD]



***County of Cass, Michigan
Board of Commissioners
2022 Regular Meeting Schedule***

BOC meetings begin at 6:30 p.m.

January 6	July 7
January 20	July 21
February 3	August 4
February 17	August 18
March 3	September 1
March 17	September 15
April 7	October 6
April 21	October 20
May 5	November 3
May 19	November 17
June 2	December 1
June 16	December 15

Any changes in this meeting schedule will be posted in accordance with the Open Meetings Act.

Cass County will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon one week's notice to the Cass County Administrator's Office. Individuals with disabilities requiring auxiliary aids or services should contact the County Administrator's Office by writing or calling: County Administrator's Office, 120 N. Broadway – Suite 200, Cassopolis, MI 49031.

Adopted :



CASS COUNTY OFFICE OF SHERIFF

321 M-62 North, Cassopolis, MI 49031 ♦ www.ccsso.info ♦ Administration: (269) 445-8644 ♦ Dispatch (269) 445-1560

RICHARD J. BEHNKE, Sheriff

CLINTON D. ROACH, Undersheriff

TO: Jeff Carmen, County Administrator
FROM: Sheriff Richard J. Behnke
DATE: December 28, 2021
RE: Marcellus Township Police Contract

Please find the original Agreement Between the Marcellus Township, the County of Cass, and the Office of Sheriff, that has been approved and signed by the Marcellus Township Board members in their December meeting.

I am requesting that the Board of Commissioners approve this Agreement with Marcellus Township for their fiscal year January 1 - December 31, 2022, for law enforcement services, and authorize the Chairman of the Board and the Board Clerk to sign the Agreement.

If you have any questions, do not hesitate to contact me.

RJB/rb

Attachments: 4 originals of signed agreements.

The Cass County Sheriff's Office, recognizing its commitment of service to all citizens, will provide professional law enforcement and crime prevention in accordance with the highest possible standards of integrity and fairness.



CASS COUNTY OFFICE OF SHERIFF

321 M-62 North, Cassopolis, MI 49031 ♦ www.ccsso.info ♦ Administration: (269) 445-8644 ♦ Dispatch (269) 445-1560

RICHARD J. BEHNKE, Sheriff

CLINTON D. ROACH, Undersheriff

AGREEMENT BETWEEN THE MARCELLUS TOWNSHIP, THE COUNTY OF CASS AND THE OFFICE OF SHERIFF, CASS COUNTY

This Agreement is made this 1st day of January 2022, between Marcellus Township, the County of Cass, and the Office of Sheriff, Cass County, with reference to the following facts and circumstances:

- A. Pursuant to the authority granted in Act 8 of the Public Acts of 1967 (Ex Sess), as amended, MCLA 124.531 et seq.; MSA 5.40897(1) et seq.; two or more political subdivisions may enter into a contract with each other providing for the transfer of functions or responsibilities to one another upon the consent of each political subdivision involved.
- B. Marcellus Township desires to enter into a contract with the Office of Sheriff, Cass County, to provide law enforcement services.
- C. The Office of Sheriff, Cass County, desires to assume these functions and responsibilities.

DUTIES OF THE COUNTY

The County of Cass, through the Office of Sheriff, Cass County, agrees to provide police coverage to Marcellus Township. Marcellus Township will contract with the Sheriff to provide eighty (80) hours of coverage bi-weekly. It is understood that the officers will continue to enforce the laws of the State of Michigan and the local ordinances within the Township. Employees hired by the Sheriff will be subject to the appropriate collective bargaining agreement and the seniority and benefit provisions of that agreement.

The Cass County Sheriff's Office, recognizing its commitment of service to all citizens, will provide professional law enforcement and crime prevention in accordance with the highest possible standards of integrity and fairness.

DUTIES OF THE TOWNSHIP OF MARCELLUS

The Township of Marcellus will provide funding for the police department in the amount of \$123,773.00 for fiscal year 2022. It will further be the responsibility of the Township of Marcellus to pay one hundred percent of the telephone fees. The police department office will be located in the Marcellus Township Hall. It will be the responsibility of the Township to supply office space, telephone, heating, electricity, and other such items related to the building.

BUDGET

It will be the responsibility of the Sheriff or his representative to prepare a budget for 2023. The budget for 2023 will be presented sixty days prior to December 31, 2022. The budget will be prepared within the guidelines of the county budget process in accordance with governmental accounting standards. Billings will occur every quarter based on actual costs incurred during the preceding quarter, and Township will approve payment at their next scheduled Board meeting. Expenses over projected monthly costs shall be brought to the attention of the Police Committee at its next monthly meeting.

SUPERVISION/PROMOTION/DISCIPLINE/TERMINATION

The Cass County Sheriff or his designated Command Staff or Command Officers shall determine the work schedule or hours and shall have the authority to hire, assign, manage, direct, supervise, discipline and discharge the employees affected by this Agreement. All discipline and termination will be subject to the Fraternal Order of Police Labor Council Agreement with the Cass County Sheriff.

VEHICLE

There will be a vehicle assigned to Marcellus Township. If it is out of service for maintenance or repairs, another vehicle will be assigned from the fleet to maintain coverage in the contracted area. If the annual contract is not renewed for any reason, it will be the responsibility of the Township to cover any outstanding money owed on the vehicle.

LIABILITY INSURANCE

The County of Cass has a \$5,000,000 liability insurance policy to cover law enforcement services in Cass County. The Township shall be included as (additional) insureds on/under said policy during the term of this contract and any renewal thereof.

UNEMPLOYMENT COMPENSATION

If any current employee becomes eligible for benefits under the Michigan Employment Security Act during the term of this Agreement, all such benefits or compensation will be in accordance with MESA of the State of Michigan.

TERMINATION OF THIS AGREEMENT

This Agreement shall run from the date of signing until December 31, 2022, provided, however, any party shall have the right to terminate this Agreement at any time upon sixty (60) days written notice to the other party.

LIAISON

The Sheriff or his designee will be required to attend the Marcellus Township monthly meetings. Monthly reports will keep the Township abreast of the activities within the Township. An annual report will also be provided.

In addition, the Sheriff or his designee will be required to meet with the Township committee to discuss the activities within the Township, problems which have arisen in the operation, and other matters that the parties deem relevant with respect to law enforcement operations.

HIRING

The Office of Sheriff, Cass County, will handle any employment opportunities that occur during the course of the police contract with Marcellus Township.

ADDITIONAL SERVICES

All investigative support services and backup provided by the Office of Sheriff, Cass County, will be made available for the use of Marcellus Township at no additional charge.

SERVICES OUTSIDE JURISDICTIONAL LIMIT OF THE TOWNSHIP

Personnel assigned to Marcellus Township will be utilized outside of the jurisdictional limits of the Township for priority calls for service, officer backup, and/or request for assistance to respond to calls for assistance under the terms of the Cass County Mutual Aid Agreement.

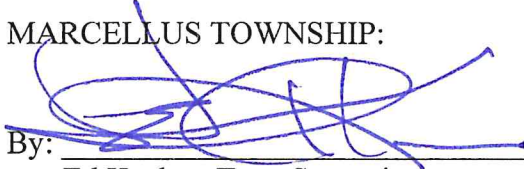
CONCURRENT AND RESOLUTION DATE

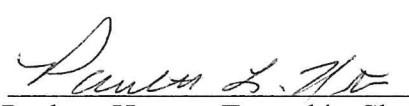
This Agreement shall be effective upon approval by Marcellus Township, the Cass County Board of Commissioners, and the Cass County Sheriff.

In witness whereof, the County of Cass has caused this Agreement to be executed by its Chairperson and the Clerk of the Board of Commissioners and the Cass County Sheriff, and Marcellus Township has caused this Agreement to be executed by the Supervisor of Marcellus Township.

In witness whereof, the parties hereto have executed this contract as of the day and year first above written.

MARCELLUS TOWNSHIP:

By: 
Ed Koshar, Twp. Supervisor

By: 
Paulette Hutson, Township Clerk

Date: 12-21-21

Date: _____

COUNTY OF CASS

By: _____
Dwight W. Dyes, BOC Chairperson

By: _____
Richard J. Behnke, Sheriff

Date: _____

Date: _____

ATTESTED TO:

By: _____
Monica McMichael, Clerk/Register

Date: _____



CASS COUNTY OFFICE OF SHERIFF

321 M-62 North, Cassopolis, MI 49031 ♦ www.ccsso.info ♦ Administration: (269) 445-8644 ♦ Dispatch (269) 445-1560

RICHARD J. BEHNKE, Sheriff

CLINTON D. ROACH, Undersheriff

MARCELLUS TOWNSHIP LAW ENFORCEMENT

January 1 - December 31, 2022

80 hours bi-weekly

233-310-703.010	Full-time	\$	62,590.00
233-310-703.100	Administration	\$	1,200.00
233-310-704.000	Part-time	\$	500.00
233-310-706.000	Overtime	\$	5,000.00
233-310-708.000	ETO	\$	2,000.00
233-310-709.000	Holiday	\$	2,500.00
233-310-715.010	FICA	\$	4,850.00
233-310-715.020	Health Insurance	\$	21,090.00
233-310-715.030	Life Insurance	\$	54.00
233-310-715.040	Retirement	\$	7,573.00
233-310-715.050	Workers Comp	\$	1,420.00
233-310-715.060	Disability	\$	405.00
233-310-715.070	Dental Insurance	\$	900.00
233-310-722.000	Longevity	\$	-
233-310-727.000	Tech Supplies	\$	2,500.00
233-310-746.010	Uniforms	\$	500.00
233-310-777.000	Fuel	\$	5,000.00
233-310-801.000	Physicals/Drug Testing	\$	500.00
233-310-820.000	Dry Cleaning	\$	500.00
233-310-850.000	Telephone (MDT)	\$	1,000.00
233-310-852.000	Vehicle Maint.	\$	1,000.00
233-310-861.000	Conference/Training	\$	500.00
233-310-935.000	Maint. Defibrillator	\$	350.00
233-310-945.000	Vehicle Lease	\$	9,000.00
233-310-980.000	Equipment	\$	2,500.00
	Total Budget	\$	133,432.00
Township Millage		\$	143,930.00

The Cass County Sheriff's Office, recognizing its commitment of service to all citizens, will provide professional law enforcement and crime prevention in accordance with the highest possible standards of integrity and fairness.



January Meeting Dates

Townships	Date	Time	How
Calvin	01/11/22	6:00 PM	In Person
Howard	01/18/22	7:00 PM	In Person
Jefferson	01/13/22	6:30 PM	In Person
LaGrange	01/17/22	7:00 PM	In Person
Marcellus	01/18/22	6:00 PM	In Person
Mason	01/11/22	7:00 PM	In Person
Milton	01/11/22	7:00 PM	In Person
Newberg	01/10/22	7:00 PM	In Person
Ontwa	01/10/22	7:00 PM	In Person
Penn	01/10/22	6:30 PM	In Person
Pokagon	01/12/22	7:00 PM	In Person
Porter	01/11/22	7:00 PM	In Person
Silver Creek	01/12/22	7:00 PM	In Person
Volinia	01/10/22	6:30 PM	In Person
Wayne	01/03/22	7:00 PM	In Person
City of Dowagiac			
	01/10/22	7:00 PM	In Person
	01/24/22	7:00 PM	In Person
Villages			
Cassopolis	01/10/22	6:30 PM	In Person
Edwardsburg	01/17/22	7:00 PM	In Person
Marcellus	01/11/22	7:00 PM	In Person
	01/25/22	7:00 PM	In Person
Vandalia	01/10/22	7:00 PM	In Person
Boards & Commissions			
Cass District Library	01/17/22	6:00 PM	In Person
Cass County Cons Dist	01/10/22	3:00 PM	In Person at Council on Aging, Decatur Rd.
Economic Dev Corp	01/26/22	8:30 AM	In Person
Historical Commission	01/13/22	5:00 PM	In Person
Medical Care Facility	01/24/22	10:00 AM	Zoom
Parks Board	01/13/22		In Person
Planning Commission	01/26/22	4:00 PM	In Person
Road Commission	01/20/22	9:00 AM	In Person
Transportation	01/10/22	8:00 AM	In Person
VanBuren/Cass Dist			
Health Dept	01/12/22	3:00 PM	In Person 302 S. Front St. Dowagiac, MI
Woodlands	01/25/22	4:00 PM	In Person