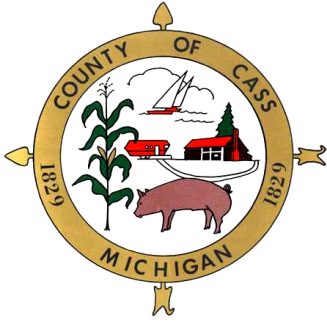




Cass County Board of Commissioners

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 February 3, 2022 at 4:00 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

February 3, 2022
4:00 P.M.

CALL TO ORDER - *Chair Dwight Dyes*

INVOCATION - *Commissioner File*

PLEDGE OF ALLEGIANCE - *Commissioner Marchetti*

ROLL CALL - *Clerk/Register Monica McMichael*

CLOSED SESSION - **M-14-22** - Motion to enter a closed session to provide an update on Labor Negotiations and Disputes and to include Chief Deputy Clerk Heather Harding, Judge Carol Bealor, Sheriff Rick Behnke, Prosecutor Victor Fitz, Jeff Carmen, Matt Newton, Jennifer Rentfrow, Becky Moore, and any other party as may be designated by the Board Chair - *Commissioner Laylin*

REGULAR MEETING WILL RESUME AT 5:00 PM

INTRODUCTION OF VISITORS - *Chair Dwight Dyes*

PUBLIC COMMENTS (limit to 3 minutes/person)

APPROVAL OF THE AGENDA - *Commissioner Jones*

RECOGNITIONS

PRESENTATIONS

PROPOSED CONSENT AGENDA - *Vice-Chair Grice*

1. **M-15-22** - Motion to approve Claims dated January 21, 2022
2. **M-16-22** - Motion to approve the January 20, 2022 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

- 1. Medical Care Facility**
- 2. Cass County Public Transit**

ELECTED OFFICIALS

UNFINISHED BUSINESS

NEW BUSINESS

- 1. M-17-22** - Motion to appoint Dwight Dyes to the Policy Committee for a term ending December 31, 2022- *Commissioner Laylin*
- 2. M-18-22** - Motion to appoint Dwight Dyes to the Capital Projects Committee for a term ending December 31, 2022 - *Commissioner Grice*
- 3. M-19-22** - Motion to appoint Ryan Laylin to the Capital Projects Committee for a term ending December 31, 2022 - *Commissioner File*
- 4. M-20-22** - Motion to appoint Ryan Laylin to the Appointments Committee for a term ending December 31, 2022 - *Commissioner Marchetti*
- 5. M-21-22** - Motion to appoint Dwight Dyes to the Economic Corporation Board for a term ending December 31, 2022 - *Commissioner Jones*
- 6. M-22-22** - Motion to appoint Dwight Dyes to the Parks Board for a term ending December 31, 2022 - *Commissioner Laylin*

7. **M-23-22** - Motion to appoint Ryan Laylin to the Parks Board for a term ending December 31, 2022 - *Commissioner Grice*
8. **M-24-22** - Motion to appoint Jeremiah Jones to the Woodlands Board for a term ending December 31, 2022 - *Commissioner File*
9. **M-25-22** - Motion to appoint Hope Anderson to the Economic Development Corporation Board for a term ending September 30, 2024 - *Commissioner Marchetti*
10. **M-26-22** - Motion to dissolve Administration Building Security Committee - *Commissioner Jones*
11. **M-27-22** - Motion to dissolve Historical Courthouse Committee and move existing matters to the Capital Projects Committee - *Commissioner Laylin*
12. **M-28-22** - Motion to dissolve Broadband Committee and move existing matters to the Capital Projects Committee - *Commissioner Grice*
13. **M-29-22** - Motion to approve revision to Access to Personnel Records Policy - *Commissioner File*
14. **M-30-22** - Motion to rescind Deferred Compensation Emergency Withdrawal Policy - *Commissioner Marchetti*
15. **M-31-22** - Motion to approve revision to Wage and Salary Administration Policy - *Commissioner Jones*
16. **M-32-22** - Motion to rescind Wire Phone Lines Policy - *Commissioner Grice*
17. **R-33-22** - Resolution - Engaging Intersect Studio for the Completion of Phase 2 Design and Development Services for the Historic Courthouse Building - *Commissioner Laylin*
18. **R-34-22** - Resolution – Development Services for the Historic Courthouse Building - *Commissioner Laylin*
19. **R-35-22** - Resolution – Approving Land Purchase and Sale Option Agreement for Surplus County Owned Property Located at 23770 Hospital St. - *Commissioner Grice*

BOARD MEMBER COMMENTS/ANNOUNCEMENTS

ADJOURNMENT

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INVOICE GL DISTRIBUTION REPORT FOR CASS COUNTY
POST DATES 01/10/2022 - 01/21/2022
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GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Fund							
Dept							
701-000-271.000		DOWAGIAC HOUSING COMM	RESTITUITON ANTUONNE BELK 18-10134-	January 80009	01/18/22	110.00	1191115
			Total For Dept			110.00	
			Total For Fund			110.00	
Fund 101 TREASURER							
Dept 136 DISTRICT COURT							
101-136-729.402	ATC/SOBRIETY COURT	KIMBERLY PEET	ATC MH SERVIICES	011322	01/21/22	50.00	20338
101-136-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	CHRISTOPHER A ROCKAFEL	EFAX REIMBURSEMENT FOR AUG THRU DEC	EFAX-2021	01/21/22	84.75	1191243
101-136-813.000	DATA P.-SOFTWARE TECH. SUI	STATE OF MICHIGAN	4TH QTR JIS REMOTE FEE	D04	01/21/22	125.00	1191249
101-136-813.000	DATA P.-SOFTWARE TECH. SUI	STATE OF MICHIGAN	4TH QTR JIS FEES - 4TH DIST	D04	01/21/22	5,752.54	1191249
			Total For Dept 136 DISTRICT COURT			6,012.29	
Dept 141 FOC							
101-141-777.000	MOTOR FUEL/LUBRICANT	J & H OIL COMPANY	FOC SQUAD FUEL	CFSI-7706	01/21/22	65.86	20325
101-141-777.000	MOTOR FUEL/LUBRICANT	J & H OIL COMPANY	FOC SQUAD FUEL	CFSI-7833	01/21/22	81.91	20325
101-141-801.310	LOCATOR SERVICE	WEST GROUP PAYMENT CTR	CLEAR LOCATE DECEMBER FEES	845608138	01/21/22	583.50	1191261
101-141-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	DOWAGIAC DAILY NEWS	DOWAGIAC DAILY NEWS 2022 SUBSCRIPTI	212734	01/21/22	78.00	1191208
101-141-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	RAM	2022 RAM DUES SAM	1.18.22	01/21/22	35.00	1191241
101-141-852.000	VEHICLE MAINTENANCE	C. WIMBERLEY FORD-MERC	FOC SQUAD MAINTENANCE	63565	01/21/22	78.16	1191196
101-141-861.000	CONFERENCE/MEETINGS/TRAINI	RICHARD KNILL	THINKZOOM TRAINING ACCESS	12195	01/21/22	875.00	20322
			Total For Dept 141 FOC			1,797.43	
Dept 148 PROBATE COURT							
101-148-807.020	INDIGENT LEGAL COSTS (NON- DAVID S. RODLUND		COURT APPOINTED ATTORNEY FEE FOR 20.	01.10.2022	01/21/22	175.00	1191244
101-148-807.020	INDIGENT LEGAL COSTS (NON- HEIDI ANN DUNCAN		COURT APPOINTED GAL FEE FOR 2021-26	01.10.2022	01/21/22	100.00	20320
101-148-807.020	INDIGENT LEGAL COSTS (NON- STEPHEN K. WOODS. P.C.		COURT APPOITNED ATTORNEY FEE IN 200	01.13.2022	01/21/22	100.00	20351
101-148-808.000	INTERPRETER FEES	LANGUAGE LINE SERVICES	INTERPRETER FEES FOR THE CASS COUNT	10427564	01/21/22	107.46	1191224
101-148-813.000	DATA P.-SOFTWARE TECH. SUI	MICHIGAN SUPREME COURT	CASS COUNTY PROBATE COURT JIS FEE F	01.07.2022	01/21/22	3,915.98	1191234
			Total For Dept 148 PROBATE COURT			4,398.44	
Dept 149 FAMILY/JUVENILE COURT							
101-149-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	STATE OF MICHIGAN	MICOURT REMOTE ACCESS FEE FOR P14,	12122	01/21/22	187.50	1191249
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	HEIDI ANN DUNCAN	NEGLECT/ABUSE - INDIGENT DEFENSE	12122	01/21/22	90.00	20320
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	MAY OBERFELL &LORBER	NEGLECT/ABUSE - INDIGENT DEFENSE	12122	01/21/22	315.00	20329
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	ELIZABETH MCCREE	NEGLECT/ABUSE - INDIGENT DEFENSE	12122	01/21/22	3,575.00	20330
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	JAMES M. MILLER LAW OF	NEGLECT/ABUSE - INDIGENT DEFENSE	12122	01/21/22	200.00	20333
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	SARAH SCOGGIN	NEGLECT/ABUSE - INDIGENT DEFENSE	12122	01/21/22	3,805.00	20345
101-149-807.060	LEGAL COSTS-NEGLECT/ABUSE	STEPHEN K. WOODS. P.C.	NEGLECT/ABUSE - INDIGENT DEFENSE	12122	01/21/22	360.00	20351
101-149-861.000	CONFERENCE/MEETINGS/TRAINI	MADCP	MATCP CONFERENCE REGISTRATION FOR C.	12122	01/21/22	320.00	1191225
101-149-861.000	CONFERENCE/MEETINGS/TRAINI	NACC	REGISTRATION FOR LEIGH FELDMAN, #2	12122	01/21/22	120.00	1191236
			Total For Dept 149 FAMILY/JUVENILE COURT			8,972.50	
Dept 172 ADMINISTRATION							
101-172-861.000	CONFERENCE/MEETINGS/TRAINI	PROFESSIONAL DEVELOPME	TRAINING - M NEWTON	13510	01/21/22	1,645.00	1191239
			Total For Dept 172 ADMINISTRATION			1,645.00	
Dept 210 CIVIL COUNSEL							
101-210-801.000	ARBITRATION FEES	MICHAEL FALVO	ARBITRATION SERVICES NOVEMBER 8 202	GRIEVANCE #2021-	01/21/22	1,575.00	1191210
			Total For Dept 210 CIVIL COUNSEL			1,575.00	
Dept 219 CLERK-REGISTER							
101-219-728.020	SUPPLIES CIRCUIT COURT	PRINTLINK SHORT RUN BU	ENVELOPES CCFR	306492	01/21/22	147.32	20339
101-219-801.000	PROFESSIONAL/CONTRACTUAL S	MICHIANA DRUG TESTING	PRE-EMPLOMENT DRUG TESTING - FRUK/W	2085	01/20/22	37.00	1191264

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GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Fund 101 TREASURER							
Dept 265 MAINTENANCE							
101-265-777.000	MOTOR FUEL/LUBRICANT	J & H OIL COMPANY	FUEL - MAINTENANCE	50126	01/21/22	18.26	20325
101-265-804.025	CONTRACTUAL ELEVATOR - CO	OTIS ELEVATOR COMPANY	ELEVATOR CONTRACT FOR COUNTY BUILDING	CONTRACT#CB07521	01/21/22	5,460.00	1191238
101-265-804.030	CONTRACTUAL ELEVATOR - L&C	OTIS ELEVATOR COMPANY	ELEVATOR CONTRACT FOR COUNTY BUILDING	CONTRACT#CB07521	01/21/22	5,460.00	1191238
101-265-883.009	TRASH REMOVAL	CASS COUNTY ROAD COMMI	ANNUAL COUNTY WIDE TRASH REMOVAL PR	803671	01/21/22	2,750.00	1191199
101-265-920.009	ELECTRICITY - COURTHOUSE	INDIANA MICHIGAN	POWER ELECTRIC (4)	011422	01/14/22	3,635.30	20354
101-265-920.020	ELECTRICITY - MAINT. GARAGE	INDIANA MICHIGAN	POWER ELECTRIC (4)	011422	01/14/22	92.30	20354
101-265-920.030	ELECTRICITY - MDOC	INDIANA MICHIGAN	POWER ELECTRIC (7)	011222	01/12/22	747.99	20352
101-265-920.040	ELECTRICITY - JAIL	INDIANA MICHIGAN	POWER ELECTRIC (7)	011222	01/12/22	5,856.16	20352
101-265-920.050	ELECTRICITY - ANIMAL CONTN	INDIANA MICHIGAN	POWER ELECTRIC (7)	011222	01/12/22	1,043.34	20352
101-265-920.060	ELECTRICITY - PARKS	INDIANA MICHIGAN	POWER ELECTRIC (7)	011222	01/12/22	23.75	20352
101-265-920.060	ELECTRICITY - PARKS	INDIANA MICHIGAN	POWER ELECTRIC (4)	011422	01/14/22	68.47	20354
101-265-920.060	ELECTRICITY - PARKS	INDIANA MICHIGAN	POWER ELECTRIC - (1)	011822	01/18/22	13.05	20355
101-265-920.070	ELECTRICITY - LIFT STATION	INDIANA MICHIGAN	POWER ELECTRIC (7)	011222	01/12/22	43.74	20352
101-265-920.080	ELECTRICITY - L&C	INDIANA MICHIGAN	POWER ELECTRIC (7)	011222	01/12/22	7,774.64	20352
101-265-921.009	NATURAL GAS - COURTHOUSE	SEMCO ENERGY GAS	COMPANATURAL GAS (7)	011122	01/11/22	351.97	20309
101-265-921.020	NATURAL GAS - MAINT. GARAGE	SEMCO ENERGY GAS	COMPANATURAL GAS (7)	011122	01/11/22	1,129.79	20309
101-265-921.030	NATURAL GAS - L&C	SEMCO ENERGY GAS	COMPANATURAL GAS (7)	011122	01/11/22	1,753.83	20309
101-265-921.033	NATURAL GAS - MDOC	SEMCO ENERGY GAS	COMPANATURAL GAS (7)	011122	01/11/22	93.10	20309
101-265-921.040	NATURAL GAS - JAIL	SEMCO ENERGY GAS	COMPANATURAL GAS (7)	011122	01/11/22	2,874.11	20309
101-265-921.050	NATURAL GAS - ANIMAL CONTN	SEMCO ENERGY GAS	COMPANATURAL GAS (7)	011122	01/11/22	1,050.43	20309
101-265-930.075	GENERAL REPAIRS	AIM SOFTENER SALT & WA	WATER SOFTENER SALT	010322	01/21/22	1,000.00	1191189
101-265-930.075	GENERAL REPAIRS	CASS AUTO SUPPLY CO, I	MAINTENANCE REPAIRS	1622	01/21/22	226.78	1191197
101-265-930.075	GENERAL REPAIRS	FIRST BANKCARD	PARK PASSES/CONFERENCE REGISTRATION	5584979955113558	01/21/22	471.34	1191211
101-265-930.075	GENERAL REPAIRS	SPIN TECHS INC	WASHER REPAIRS	22178/22245	01/21/22	480.45	1191248
101-265-930.075	GENERAL REPAIRS	SPIN TECHS INC	WASHER REPAIRS	22178/22245	01/21/22	386.56	1191248
101-265-930.075	GENERAL REPAIRS	W. B. HAYDEN & SONS CO	MAINTENANCE REPAIRS	123121	01/21/22	524.07	1191260
101-265-930.075	GENERAL REPAIRS	TRANE	JAIL REHEAT COILS/SURGE SUPPRESSOR/	123121	01/21/22	1,245.78	20347
101-265-930.075	GENERAL REPAIRS	TRANE	JAIL REHEAT COILS/SURGE SUPPRESSOR/	123121	01/21/22	853.00	20347
101-265-930.075	GENERAL REPAIRS	TRANE	JAIL REHEAT COILS/SURGE SUPPRESSOR/	123121	01/21/22	791.50	20347
Total For Dept 265 MAINTENANCE						46,219.71	
Dept 275 DRAIN COMMISSIONER							
101-275-861.000	CONFERENCE/MEETINGS/TRAINI	JEFF VANBELLE	HOTEL ROOM FOR CONFERENCE - J VANBE	122821	01/21/22	123.00	1191219
Total For Dept 275 DRAIN COMMISSIONER						123.00	
Dept 282 COURT GRANT PROGRAMS							
101-282-727.315	SUPPLIES ADULT DRUG COURT	MICHIANA DRUG TESTING	DRUG TESTING NOVEMBER 2021	2064	01/21/22	1,280.00	20332
101-282-727.315	SUPPLIES ADULT DRUG COURT	MICHIANA DRUG TESTING	DECEMBER 2021 DRUG TESTING	2094	01/21/22	825.00	20332
101-282-801.010	CONTRACTUAL	HOUSE ARREST SERVICES,	MENTAL HEALTH COURT, 1451881-DEC	12122	01/21/22	67.50	1191216
101-282-801.010	CONTRACTUAL	PRESTON COLLETT	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	252.00	20316
101-282-801.010	CONTRACTUAL	MONIQUE DORTCH	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	212.75	20319
101-282-801.010	CONTRACTUAL	RAYMOND FLEMING	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	41.54	20321
101-282-801.010	CONTRACTUAL	BRANDY JONES	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	71.54	20327
101-282-801.010	CONTRACTUAL	MICHIANA DRUG TESTING	SWIFT AND SURE, FTC AND MHC #2095,	12122	01/21/22	1,215.00	20332
101-282-801.010	CONTRACTUAL	GRACE MULLER	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	800.00	20335
101-282-801.010	CONTRACTUAL	HEATHER PAULEY	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	6.50	20337
101-282-801.010	CONTRACTUAL	KIMBERLY PEET	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	460.00	20338
101-282-801.010	CONTRACTUAL	JESSEE SCHOETZOW	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	184.64	20344
101-282-801.010	CONTRACTUAL	BRADLEY WEST	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	195.00	20349
101-282-801.020	CONTRACTUAL SWIFT & SURE	PRESTON COLLETT	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	126.00	20316
101-282-801.020	CONTRACTUAL SWIFT & SURE	MONIQUE DORTCH	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	138.00	20319
101-282-801.020	CONTRACTUAL SWIFT & SURE	RAYMOND FLEMING	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	462.67	20321
101-282-801.020	CONTRACTUAL SWIFT & SURE	BARBARA M. HOWES	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	1,000.00	20324

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INVOICE GL DISTRIBUTION REPORT FOR CASS COUNTY
POST DATES 01/10/2022 - 01/21/2022
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GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Fund 101 TREASURER							
Dept 306 HOWARD TOWNSHIP POLICE							
101-306-746.010	UNIFORMS	NYE UNIFORM CO.	UNIFORMS	790705	01/21/22	313.50	1191237
101-306-850.000	TELEPHONE	VERIZON WIRELESS	MOBILE BROADBAND 12/05/21-01/04/22	9896601087	01/20/22	40.01	1191266
Total For Dept 306 HOWARD TOWNSHIP POLICE						353.51	
Dept 351 JAIL OPERATION							
101-351-735.060	IN COUNTY INMATE MEDICAL (	VAN BUREN/CASS DISTRIC	INMATE DENTAL	JEFFREY ALWINE	01/21/22	435.00	1191258
101-351-735.060	IN COUNTY INMATE MEDICAL (	CORRECTIONAL RECOVERY	INMATE MEDICAL	Q2-100034221	01/21/22	801.57	20317
101-351-746.010	UNIFORMS	NYE UNIFORM CO.	UNIFORMS	801923	01/21/22	109.00	1191237
101-351-746.010	UNIFORMS	NYE UNIFORM CO.	DUTY BELT	803513	01/21/22	56.50	1191237
101-351-775.000	CLEANING SUPPLIES	UNIFIRST CORPORATION	RUGS	099 0308116	01/18/22	45.05	1191175
101-351-775.000	CLEANING SUPPLIES	UNIFIRST CORPORATION	RUGS	099 0317962	01/21/22	45.73	1191256
101-351-801.054	DRUG TEST/PHYSICAL	ASCENSION BORGESS-LEE	XRAY, VICTORIA PATTERSON	001525576	01/21/22	130.65	1191190
101-351-814.000	PRISONER BOARD (MEALS)	CANTEEN SERVICES, INC.	INMATE MEALS WEEK OF 12/26/21-01/01	112964	01/21/22	2,406.10	20314
101-351-814.000	PRISONER BOARD (MEALS)	CANTEEN SERVICES, INC.	INMATE MEALS WEEK OF 01/02/22-01/08	113140	01/21/22	2,406.74	20314
101-351-835.010	CONTRACTUAL DOCTOR	ADVANCED CORREC HEALTH	ONSITE JAIL MEDICAL 02/2022	113568	01/21/22	24,694.07	20310
101-351-936.000	RECORDS MANAGEMENT SYSTEM	INTERACT PUBLIC SAFETY	EJS CRIMECOG 01/2022	CPSMN0001640	01/21/22	2,042.05	1191218
Total For Dept 351 JAIL OPERATION						33,172.46	
Dept 430 ANIMAL CONTROL							
101-430-777.000	MOTOR FUEL/LUBRICANT	J & H OIL COMPANY	FUEL	CFSI-7704	01/21/22	214.84	20325
101-430-777.000	MOTOR FUEL/LUBRICANT	J & H OIL COMPANY	FUEL	CFSI-7831	01/21/22	216.45	20325
101-430-850.000	TELEPHONE	VERIZON WIRELESS	MOBILE BROADBAND 12/05/21-01/04/22	9896601087	01/20/22	120.03	1191266
Total For Dept 430 ANIMAL CONTROL						551.32	
Dept 648 MEDICAL EXAMINER							
101-648-818.000	EXAMINER FEES	WMU HOMER STRYKER MD S	MEDICAL EXAMINER/AUTOPSY 12/2021	INV03585	01/21/22	4,887.00	1191262
101-648-818.020	HOSPITAL AUTOPSIES FEES	WMU HOMER STRYKER MD S	MEDICAL EXAMINER/AUTOPSY 12/2021	INV03585	01/21/22	12,354.00	1191262
101-648-860.610	FUNERAL HOME TRANSPORTS	CONNELLY CHAPEL WAGNER	REMOVAL/TRANSFER OF REMAINS	01102022	01/21/22	1,250.00	20348
Total For Dept 648 MEDICAL EXAMINER						18,491.00	
Dept 673 MENTAL HEALTH							
101-673-800.050	WOODLANDS BEHAVIORIAL HEAL	WOODLANDS BEHAVIORAL H	2ND QUARTER APPROPRIATION	011022	01/21/22	28,500.00	20350
Total For Dept 673 MENTAL HEALTH						28,500.00	
Dept 681 VETERANS BURIALS							
101-681-831.001	BURIAL FEES	CONNELLY CHAPEL WAGNER	BURIAL REIMBURSEMENT - T DAVIS	011922	01/21/22	300.00	20348
Total For Dept 681 VETERANS BURIALS						300.00	
Dept 682 VETERANS AFFAIRS							
101-682-729.200	SUPPLIES	KAREE KRAUSE	REIMBURSEMENT FOR CARD STOCK	011422	01/21/22	26.99	1191223
Total For Dept 682 VETERANS AFFAIRS						26.99	
Dept 851 INSURANCE/OTHER COSTS							
101-851-707.030	MAXELL HEALTH INTERACTIVE	DAILY FEATS, INC	EDI CONNECTIONS - BCBS/DELTA DENTAL	16593/16067/2086	01/21/22	800.00	20328
101-851-707.030	MAXELL HEALTH INTERACTIVE	DAILY FEATS, INC	EDI CONNECTIONS - BCBS/DELTA DENTAL	16593/16067/2086	01/21/22	800.00	20328
101-851-707.030	MAXELL HEALTH INTERACTIVE	DAILY FEATS, INC	EDI CONNECTIONS - BCBS/DELTA DENTAL	16593/16067/2086	01/21/22	500.00	20328
Total For Dept 851 INSURANCE/OTHER COSTS						2,100.00	
Total For Fund 101 TREASURER						203,840.74	
Fund 208 PARKS SPECIAL REVENUE							
Dept 751 PARKS & RECREATION							
208-751-727.000	SUPPLIES	FIRST BANKCARD	PARK PASSES/CONFERENCE REGISTRATION	5584979955113558	01/21/22	164.25	1191211
208-751-727.000	SUPPLIES	W. B. HAYDEN & SONS CO	SUPPLIES	3567	01/21/22	41.75	1191260

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Fund 208 PARKS SPECIAL REVENUE							
Dept 751 PARKS & RECREATION							
208-751-777.000	MOTOR FUEL/LUBRICANT	J & H OIL COMPANY	FUEL	115	01/21/22	637.51	20325
208-751-777.001	VEHICLE REPAIRS/MAINTENANCE	C. WIMBERLEY FORD-MERC	OIL CHANGE	63929-63743	01/21/22	86.47	1191196
208-751-802.000	DUES/MEMBERSHIP/SUBSCRIPTION	VAN BUREN/CASS DISTRICT	CAMPGROUND FEE	4567	01/21/22	125.00	1191258
208-751-803.003	CONTRACT SVCS - PARK EVENT	MICHAEL GARRETT LABORATORIES	WATER TESTS	79651	01/21/22	340.00	1191212
208-751-803.003	CONTRACT SVCS - PARK EVENT	MICHIGAN DEPT OF NATURAL	HAND PUMP FEES	761-10656769	01/21/22	426.00	1191231
Total For Dept 751 PARKS & RECREATION						1,820.98	
Total For Fund 208 PARKS SPECIAL REVENUE						1,820.98	
Fund 216 FAMILY DRUG COURT GRANTS							
Dept 166 FAMILY DRUG COURT							
216-166-801.053	CONTRACTUAL	MONIQUE DORTCH	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	851.00	20319
216-166-801.053	CONTRACTUAL	RAYMOND FLEMING	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	115.44	20321
216-166-801.053	CONTRACTUAL	BARBARA M. HOWES	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	1,000.00	20324
216-166-801.053	CONTRACTUAL	BRANDY JONES	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	40.17	20327
216-166-801.053	CONTRACTUAL	SARAH WEBB	OJJDP INDIVIDUAL COUNSELING 12/3 - 1/12	12122	01/21/22	300.00	20342
216-166-801.053	CONTRACTUAL	CHELSEA SCHOETZOW	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	774.99	20343
216-166-801.053	CONTRACTUAL	JESSEE SCHOETZOW	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	354.11	20344
216-166-801.053	CONTRACTUAL	BRADLEY WEST	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	56.42	20349
216-166-801.220	(SCAO) (MHSDCP) CONTRACTUAL	PRESTON COLLETT	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	720.00	20316
216-166-801.220	(SCAO) (MHSDCP) CONTRACTUAL	CLARENCE JAMES	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	1,200.00	20326
216-166-801.220	(SCAO) (MHSDCP) CONTRACTUAL	MICHIANA DRUG TESTING	SWIFT AND SURE, FTC AND MHC #2095,	12122	01/21/22	536.00	20332
216-166-801.220	(SCAO) (MHSDCP) CONTRACTUAL	GRACE MULLER	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	800.00	20335
216-166-801.220	(SCAO) (MHSDCP) CONTRACTUAL	HEATHER PAULEY	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	79.56	20337
216-166-801.220	(SCAO) (MHSDCP) CONTRACTUAL	JESSEE SCHOETZOW	PROBLEM-SOLVING COURTS 12/30 - 1/12	12122	01/21/22	84.00	20344
Total For Dept 166 FAMILY DRUG COURT						6,911.69	
Total For Fund 216 FAMILY DRUG COURT GRANTS						6,911.69	
Fund 233 MARCELLUS TWP POLICE CONTRACT							
Dept 310 COPS FAST GRANT							
233-310-850.000	TELEPHONE	VERIZON WIRELESS	MOBILE BROADBAND 12/05/21-01/04/22	9896601087	01/20/22	40.01	1191266
233-310-852.000	VEHICLE MAINTENANCE	C. WIMBERLEY FORD-MERC	VEH MAINT	63945	01/21/22	40.20	1191196
233-310-852.000	VEHICLE MAINTENANCE	GRAMES TIRE & BATTERY	TIRES	18043	01/21/22	303.00	20323
Total For Dept 310 COPS FAST GRANT						383.21	
Total For Fund 233 MARCELLUS TWP POLICE CONTRACT						383.21	
Fund 245 PUBLIC IMPROVEMENT FUND							
Dept 244 PUBLIC IMPROVEMENT							
245-244-980.000	NEW EQUIPMENT	AYERS BASEMENT SYSTEM	CRACK REPAIRS	PRJ84173	01/21/22	11,623.45	1191191
245-244-980.000	NEW EQUIPMENT	TOWER PINKSTER TITUS A	FACILITIES ASSESSMENT PROJECT	64543	01/21/22	2,905.59	1191254
245-244-980.000	NEW EQUIPMENT	VILLAGE OF CASSOPOLIS	CONTRACTUAL LIFT STATION/REPAIRS	217	01/21/22	11,548.47	1191259
245-244-980.000	NEW EQUIPMENT	AVALON TECHNOLOGIES INC	HYPERCONVERGED SYSTEM PARTIAL PAYMENT	7912-D	01/21/22	9,900.00	20311
245-244-980.000	NEW EQUIPMENT	TRANE	JAIL REHEAT COILS/SURGE SUPPRESSOR/	123121	01/21/22	15,000.00	20347
245-244-980.000	NEW EQUIPMENT	TRANE	JAIL REHEAT COILS/SURGE SUPPRESSOR/	123121	01/21/22	28,375.00	20347
Total For Dept 244 PUBLIC IMPROVEMENT						79,352.51	
Total For Fund 245 PUBLIC IMPROVEMENT FUND						79,352.51	
Fund 258 MIDC (MICHIGAN INDIGENT DEFENSE COMM.)							
Dept 258 INFORMATION SYSTEMS							
258-258-807.070	CONFLICT COUNSEL	JOHN MCDONOUGH	CONFLICT COUNSEL	011922	01/21/22	220.00	20331
258-258-807.070	CONFLICT COUNSEL	JOHN MCDONOUGH	CONFLICT COUNSEL	011922	01/21/22	220.00	20331

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Fund 258 MIDC (MICHIGAN INDIGENT DEFENSE COMM.)							
Dept 258 INFORMATION SYSTEMS							
258-258-807.070	CONFLICT COUNSEL	JOHN MCDONOUGH	CONFLICT COUNSEL	011922	01/21/22	300.00	20331
258-258-860.071	ATTORNEY TRAINING	CRIMINAL DEFENSE ATTOR	CDAM TRAINING - DECEMBER 2021 - DRA	CTE1221	01/21/22	720.00	1191205
Total For Dept 258 INFORMATION SYSTEMS						1,460.00	
Total For Fund 258 MIDC (MICHIGAN INDIGENT DEFENSE COMM.)						1,460.00	
Fund 260 ANIMAL CONTROL DONATION FUND							
Dept 430 ANIMAL CONTROL							
260-430-801.131	SPAY/NEUTER SERVICES	ABC CLINIC / PET REFUG	SPAY/NEUTER ASSISTANCE, THIELMENN	1960164	01/21/22	40.00	1191187
260-430-801.131	SPAY/NEUTER SERVICES	DOWAGIAC ANIMAL HOSPIT	SPAY/NEUTER ASSISTANCE DILTS	25323	01/21/22	80.00	1191207
260-430-801.131	SPAY/NEUTER SERVICES	KALAMAZOO HUMANE SOCIE	SPAY/NEUTER ASSISTANCE	404488	01/21/22	50.00	1191222
260-430-801.131	SPAY/NEUTER SERVICES	KALAMAZOO HUMANE SOCIE	SPAY/NEUTER ASSISTANCE	404138	01/21/22	40.00	1191222
260-430-802.049	VETERINARY SERVICES	BERGMAN SMALL ANIMAL P	MEDICATION FOR SHLTER ANIMALS	481176	01/21/22	50.42	1191192
260-430-955.500	OTHER EXPENSES	COMMUNITY MILLS, INC.	BIRD FEED FOR CRUELTY CASE WORK	00481148	01/21/22	16.69	1191203
260-430-955.500	OTHER EXPENSES	COMMUNITY MILLS, INC.	HEATED BIRD WATERER FOR CRUELTY CAS	00481606	01/21/22	45.04	1191203
Total For Dept 430 ANIMAL CONTROL						322.15	
Total For Fund 260 ANIMAL CONTROL DONATION FUND						322.15	
Fund 261 CENTRAL DISPATCH FUND							
Dept 301 OFFICE OF SHERIFF							
261-301-775.000	CLEANING SUPPLIES	UNIFIRST CORPORATION	RUGS	099 0307292	01/18/22	32.78	1191175
261-301-775.000	CLEANING SUPPLIES	UNIFIRST CORPORATION	RUGS	099 0317145	01/21/22	33.27	1191256
261-301-801.054	DRUG TEST/PHYSICAL	SPECTRUM HEALTH LAKELA	MRN 712165 & 927532	800007436	01/21/22	85.00	1191247
261-301-801.054	DRUG TEST/PHYSICAL	MICHIANA DRUG TESTING	PRE EMPLOYMENT TESTING	2102	01/21/22	37.00	20332
261-301-852.004	CORE TECH LIEN ACCESS MAIN	CORE TECHNOLOGY CORPOR	LEIN/TALON 03/2022-02/2023	CORMN0000437	01/21/22	6,000.00	1191204
261-301-861.000	CONFERENCE/MEETINGS/TRAINI	FIRST BANKCARD	CREDIT CARD 12/2021	5584979122035171	01/12/22	94.35	1191064
261-301-920.000	UTILITIES	INDIANA MICHIGAN POWER	ELECTRIC (7)	011222	01/12/22	19.40	20352
261-301-920.000	UTILITIES	INDIANA MICHIGAN POWER	ELECTRIC (4)	011422	01/14/22	1,726.86	20354
261-301-921.000	NATURAL GAS	SEMCO ENERGY GAS COMPA	NATURAL GAS (7)	011122	01/11/22	260.04	20309
Total For Dept 301 OFFICE OF SHERIFF						8,288.70	
Total For Fund 261 CENTRAL DISPATCH FUND						8,288.70	
Fund 267 SHERIFF NON-DRUG FORFEIT. FUND							
Dept 301 OFFICE OF SHERIFF							
267-301-701.000	EXPENDITURES	FIRST BANKCARD	CREDIT CARD 12/2021	5584979122035171	01/12/22	36.23	1191064
Total For Dept 301 OFFICE OF SHERIFF						36.23	
Total For Fund 267 SHERIFF NON-DRUG FORFEIT. FUND						36.23	
Fund 268 CORRECTION OFFICERS TRAINING							
Dept 362 JAIL TRAINING							
268-362-861.000	CONFERENCE/MEETINGS/TRAINI	FIRST BANKCARD	CREDIT CARD 12/2021	5584979122035171	01/12/22	363.80	1191064
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							
269-145-701.000	EXPENDITURES	ICLE	ICLE ACCOUNT FOR CASS COUNTY COURTS	PJUD002	01/21/22	859.00	1191217
269-145-701.000	EXPENDITURES	MICHIGAN LAWYERS WEEKL	MI LAWYERS WEEKLY SUBSCRIPTION FOR	1.1.2022	01/21/22	389.00	1191232
269-145-729.006	SUPPLIES & MATERIALS	WEST GROUP PAYMENT CTR	LAW LIBRARY PRINT MATERIAL CHARGES	845707594	01/21/22	295.07	1191261
269-145-802.000	DUES/MEMBERSHIP/SUBSCRIPTI	WEST GROUP PAYMENT CTR	WESTLAW CHARGES FOR ONLINE SUBSCRIP	845621171	01/21/22	1,300.69	1191261

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Fund 296 HISTORICAL COMMISSION FUND							
Dept 803 HISTORICAL COMMISSION							
296-803-701.000	EXPENDITURES	INDIANA MICHIGAN POWER ELECTRIC (2)		011322	01/13/22	13.05	20353
Total For Dept 803 HISTORICAL COMMISSION						13.05	
Total For Fund 296 HISTORICAL COMMISSION FUND						13.05	
Fund 297 DHS CHILD CARE							
Dept 663 CHILD CARE - DHS							
297-663-842.001	PARENT AIDE	JESSICA BISHOP	DHHS PARENT AIDE 12/27 - 1/9/22	12122	01/21/22	498.75	20312
297-663-842.001	PARENT AIDE	ROXANN RICE	DHHS PARENT AIDE 12/27 - 1/9/22	12122	01/21/22	551.25	20340
Total For Dept 663 CHILD CARE - DHS						1,050.00	
Total For Fund 297 DHS CHILD CARE						1,050.00	
Fund 595 JAIL COMMISSARY FUND							
Dept 351 JAIL OPERATION							
595-351-726.000	SUPPLIES	CANTEEN SERVICES, INC.	INMATE COMMISSARY SALES WEEK OF 12/	112855	01/21/22	1,438.68	20314
595-351-726.000	SUPPLIES	CANTEEN SERVICES, INC.	INMATE COMMISSARY SALES WEEK OF 01/	113026	01/21/22	1,778.43	20314
595-351-726.000	SUPPLIES	CANTEEN SERVICES, INC.	INMATE COMMISSARY SALES WEEK OF 01/	113208	01/21/22	1,082.08	20314
Total For Dept 351 JAIL OPERATION						4,299.19	
Total For Fund 595 JAIL COMMISSARY FUND						4,299.19	
Fund 616 TAX REVOLVING CONTROL FUND							
Dept 253 TREASURER							
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	DAVID & CHARLOTTE SKEE DEC. 2021	BOARD OF REVIEW 14-030-15	22-588	01/12/22	1,776.58	1191063
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	DAVID & CHARLOTTE SKEE DEC. 2021	BOARD OF REVIEW 14-030-15	22-588	01/12/22	1,743.46	1191063
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	DAVID & CHARLOTTE SKEE DEC. 2021	BOARD OF REVIEW 14-030-15	22-588	01/12/22	1,769.30	1191063
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	JOSHUA & HANNAH HOETGE DEC. 2021	BOARD OF REVIEW 14-090-08	22-586	01/12/22	1,060.20	1191065
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	JOSHUA & HANNAH HOETGE DEC. 2021	BOARD OF REVIEW 14-090-08	22-586	01/12/22	1,820.14	1191065
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	JUSTIN & SHAWNA LAPORT DEC. 2021	BOARD OF REVIEW 14-090-01	22-585	01/12/22	2,474.04	1191066
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	KATHY MORBACH DEC 2021	BOARD OF REVIEW 14-070-019	22-582	01/12/22	589.95	1191067
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	KATHY MORBACH DEC 2021	BOARD OF REVIEW 14-070-019	22-582	01/12/22	578.86	1191067
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	KATHY MORBACH DEC 2021	BOARD OF REVIEW 14-070-019	22-582	01/12/22	533.71	1191067
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	MICHAEL & MICHELLE SCH DEC. 2021	BOARD OF REVIEW 14-030-01	22-589	01/12/22	1,239.88	1191068
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	NICHOLAS & LINDSAY BOR DEC. 2021	BOARD OF REVIEW 14-070-62	22-583	01/12/22	2,358.13	1191069
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	RICHARD & ETHEL OPPMAN DEC. 2021	BOARD OF REVIEW 14-090-14	22-587	01/12/22	540.00	1191070
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	RICHARD & ETHEL OPPMAN DEC. 2021	BOARD OF REVIEW 14-090-14	22-587	01/12/22	294.08	1191070
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	RICHARD & ETHEL OPPMAN DEC. 2021	BOARD OF REVIEW 14-090-14	22-587	01/12/22	287.20	1191070
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	CHRISTI JOHNSON DEC. 2021	BOARD OF REVIEW 14-050-00	22-596	01/18/22	677.36	1191179
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	DAVID SLABACH DEC. 2021	BOARD OF REVIEW 14-080-03	22-598	01/18/22	89.29	1191180
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	EDWARD LEHMAN II DEC. 2021	BOARD OF REVIEW 14-160-20	22-597	01/18/22	336.12	1191181
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	EDWARD LEHMAN II DEC. 2021	BOARD OF REVIEW 14-160-20	22-597	01/18/22	331.07	1191181
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	EDWARD LEHMAN II DEC. 2021	BOARD OF REVIEW 14-160-20	22-597	01/18/22	321.19	1191181
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	JAMES & SHEILA PEDERSE DEC. 2021	BOARD OF REVIEW 14-041-25	22-593	01/18/22	75.52	1191182
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	JAMES PEDERSEN DEC. 2021	BOARD OF REVIEW 14-041-25	22-592	01/18/22	1,192.60	1191183
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	JUSTIN DEBRUIN DEC. 2021	BOARD OF REVIEW 14-051-64	22-595	01/18/22	1,081.71	1191184
616-253-089.999	CHARGEBACKS DUE FROM OTHEF	MAD IV LLC DEC. 2021	BOARD OF REVIEW 14-050-50	22-594	01/18/22	2,534.41	119

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Fund 616 TAX REVOLVING CONTROL FUND							
Total For Fund 616 TAX REVOLVING CONTROL FUND						33,589.61	
Fund 620 TAX REVOLVING 2020							
Dept 253 TREASURER							
620-253-701.011	ADMINISTRATION FEES	MICHAEL & MICHELLE SCH	DEC. 2021 BOARD OF REVIEW 14-030-01	22-589	01/12/22	49.60	1191068
620-253-701.011	ADMINISTRATION FEES	RICHARD & ETHEL OPPMAN	DEC. 2021 BOARD OF REVIEW 14-090-14	22-587	01/12/22	21.60	1191070
620-253-701.011	ADMINISTRATION FEES	CHRISTI JOHNSON	DEC. 2021 BOARD OF REVIEW 14-050-00	22-596	01/18/22	27.09	1191179
620-253-701.011	ADMINISTRATION FEES	DAVID SLABACH	DEC. 2021 BOARD OF REVIEW 14-080-03	22-598	01/18/22	3.57	1191180
Total For Dept 253 TREASURER						101.86	
Total For Fund 620 TAX REVOLVING 2020						101.86	
Fund 639 TAX REVOLVING 2019							
Dept 253 TREASURER							
639-253-701.011	ADMINISTRATION FEES	DAVID & CHARLOTTE SKEE	DEC. 2021 BOARD OF REVIEW 14-030-15	22-588	01/12/22	69.74	1191063
Total For Dept 253 TREASURER						69.74	
Total For Fund 639 TAX REVOLVING 2019						69.74	
Fund 661 MOTOR POOL FUND							
Dept 000 TREASURER							
661-000-148.000	VEHICLE/EQUIP COST	BERGER CHEVROLET	2021 CHEVY TAHOE	2021 TAHOE	01/12/22	40,358.00	1191074
Total For Dept 000 TREASURER						40,358.00	
Total For Fund 661 MOTOR POOL FUND						40,358.00	
Fund 701 TRUST & AGENCY							
Dept 000 TREASURER							
701-000-214.000	DUE TO OTHER FUNDS	CASS COUNTY PUBLIC TRA	2017 CASS COUNTY TAFY2020 5311 CAP	22-591	01/12/22	951.77	1191073
701-000-228.005	DUE TO STATE NOTARY FEES	MICHIGAN DEPARTMENT OF	NOTARY FEES DUE STATE DECEMBER 2021	1122022-5	01/20/22	6.00	1191267
701-000-228.040	PROBATE JUDGES RETIREMENT	STATE OF MICHIGAN	QUARTERLY RETIREMENT - JUDGE DOBRIC	123121	01/21/22	2,119.88	1191251
701-000-228.061	DUE TO STATE CORR OFFICER	STATE OF MICHIGAN	BOOKING FEES - 4TH QTR 2021	22-590	01/12/22	362.00	1191071
701-000-228.063	DUE TO STATE - SEX OFFENSE	STATE OF MICHIGAN	SOR 12/2021	551-593866	01/21/22	30.00	1191252
701-000-228.065	DUE TO STATE-FINGERPRINTS	STATE OF MICHIGAN	FP 12/2021	551-594078	01/21/22	387.25	1191252
701-000-228.160	PISTOL PERMITS (CLERK)	MICHIGAN STATE POLICE-	CPL NEW AND RENEW DECEMBER 2021	551-593772	01/21/22	3,627.00	1191233
701-000-228.300	DRIVERS LIC REIN FEES-DIS	MICHIGAN DEPARTMENT OF	4T DIST CT TRANSMITTAL	DEC 2021	01/21/22	190.80	1191230
701-000-228.370	CRIME VICTIMS RIGHTS FEES	MICHIGAN DEPARTMENT OF	CCFR STATE TRANSMITTAL FOR DECEMBER	1122022-3	01/21/22	1,117.18	1191230
701-000-228.372	CRIME VICTIMS RIGHTS FEES	MICHIGAN DEPARTMENT OF	4T DIST CT TRANSMITTAL	DEC 2021	01/21/22	3,363.83	1191230
701-000-228.400	R.O.D. REMONUMENTATION FEE	MICHIGAN DEPARTMENT OF	REMON FEES 4TH QTR DUE STATE	1122022-4	01/21/22	11,087.16	1191230
701-000-228.420	STATE COURT FUND (SCAO) (C	MICHIGAN DEPARTMENT OF	CCFR STATE TRANSMITTAL FOR DECEMBER	1122022-3	01/21/22	240.00	1191230
701-000-228.422	STATE COURT FUND (SCAO) (I	MICHIGAN DEPARTMENT OF	4T DIST CT TRANSMITTAL	DEC 2021	01/21/22	120.00	1191230
701-000-228.441	STATE REAL ESTATE TRANSFER	REAL ESTATE TRANSF.	TAX TRANSFER TAX DUE STATE DECEMBER 202	1122022-6	01/21/22	213,678.75	1191242
701-000-228.550	DNA FEES - DUE STATE (CLEF	MICHIGAN DEPARTMENT OF	CCFR STATE TRANSMITTAL FOR DECEMBER	1122022-3	01/21/22	96.30	1191230
701-000-228.563	DUE STATE-E RECORDING FIL	MICHIGAN DEPARTMENT OF	CCFR STATE TRANSMITTAL FOR DECEMBER	1122022-3	01/21/22	500.00	1191230
701-000-228.564	DUE STATE-E RECORDING FIL	MICHIGAN DEPARTMENT OF	4T DIST CT TRANSMITTAL	DEC 2021	01/21/22	1,030.00	1191230
701-000-228.570	CIVIL JURY DEMAND FEES (C	MICHIGAN DEPARTMENT OF	CCFR STATE TRANSMITTAL FOR DECEMBER	1122022-3	01/21/22	50.00	1191230
701-000-228.572	CIVIL JURY DEMAND FEES (D	MICHIGAN DEPARTMENT OF	4T DIST CT TRANSMITTAL	DEC 2021	01/21/22	190.00	1191230
701-000-228.580	CIRCUIT CT FILE ROOM (CLEF	MICHIGAN DEPARTMENT OF	CCFR STATE TRANSMITTAL FOR DECEMBER	1122022-3	01/21/22	2,380.00	1191230
701-000-228.582	CIVIL FILING FEE FUND (DI	MICHIGAN DEPARTMENT OF	4T DIST CT TRANSMITTAL	DEC 2021	01/21/22	4,011.00	1191230
701-000-228.590	JUSTICE SYSTEM FUND (CLERK	MICHIGAN DEPARTMENT OF	CCFR STATE TRANSMITTAL FOR DECEMBER	1122022-3	01/21/22	1,119.69	1191230
701-000-228.592	JUSTICE SYSTEM FUND (DIST	MICHIGAN DEPARTMENT OF	4T DIST CT TRANSMITTAL	DEC 2021	01/21/22	5,841.98	1191230
701-000-271.000	RESTITUTIONS PAYABLE (CLEF	1ST CHOICE AUTOMOTIVE	RESTITUTION GREGORY FERRIER 07-1000	January 80034	01/18/22	500.00	1191080
701-000-271.000	RESTITUTIONS PAYABLE (CLEF	ADVANTAGE PLUMBING	RESTITUTION BETTY HEPLER 19-10113-F	January 80051	01/18/22	75.00	1191081
701-000-271.000	RESTITUTIONS PAYABLE (CLEF	ANGEL HOWARD	RESTITUTION ROY EVINK 10-10087-FH	January 80033	01/18/22	50.00	1191082
701-000-271.000	RESTITUTIONS PAYABLE (CLEF	ANNA SHADE	RESTITUTION BRENDA BICKEL 10-10232-	January 80010	01/18/22	150.00	1191083

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Fund 701 TRUST & AGENCY							
Dept 000 TREASURER							
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF AUTO OWNERS	RESTITUTION ALISA WEST 13-10167-FH	January 80102	01/18/22	105.00	1191084
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF AUTO OWNERS	RESTITUTION PAUL SCHOENBORN 06-1032	January 80087	01/18/22	137.50	1191085
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF AUTO OWNERS	RESTITUTION TERRY GEORGE JR 04-1032	January 80041	01/18/22	6.25	1191086
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF AUTO OWNERS	RESTITUTION EDWARD WING 98-9437-FH	January 80104	01/18/22	157.20	1191087
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF AZIZ REHMAN	RESTITUTION TIMOTHY BAKER 11-10033-FH	January 80003	01/18/22	2,289.64	1191088
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF BONNIE & AL MENTING	RESTITUTION AUSTIN BROUWER 15-10008	January 80013	01/18/22	30.00	1191089
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF BP GAS STATION	RESTITUTION ALLEN EVANS 96-8860-FH	January 80031	01/18/22	27.62	1191090
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF BRADLEY HILL	RESTITUTION DAVID PROCTOR 19-10085-FH	January 80083	01/18/22	300.00	1191091
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF BRITTANY HODGE	RESTITUTION AARON MIHM 10-10228-FH	January 80070	01/18/22	130.80	1191092
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF BROTHERHOOD MUTUAL	RESTITUTION OSCAR SCHULTZ 96-8879-FH	January 80088	01/18/22	50.00	1191093
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF C WIMBERLEY FORD	RESTITUTION KEVIN LILLIE 97-9293-FH	January 80067	01/18/22	100.00	1191094
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF CASS COUNTY ANIMAL CON	RESTITUTION NICHOLA STASIAK 19-1034	January 80093	01/18/22	627.50	1191095
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF CASS COUNTY SHERIFF'S	RESTITUTION GENE DIEHL 10-10002-FH	January 80026	01/18/22	13.94	1191096
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF CASS COUNTY SHERIFF'S	RESTITUTION DAVID DONLEY 10-10138-FH	January 80028	01/18/22	399.61	1191097
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF CASS COUNTY SHERIFF'S	RESTITUTION ROBERT SHIVERS JR 08-10	January 80090	01/18/22	67.80	1191098
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF CASS COUNTY SHERIFF'S	RESTITUTION JOSEPH BROWN 15-10039-FH	January 80014	01/18/22	157.86	1191099
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF CASS COUNTY SHERIFF'S	RESTITUTION MARK DAVIS 20-10332-FH	January 80023	01/18/22	60.25	1191100
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF CCDET	RESTITUTION SHAWN IMUS 11-10186-FH	January 80055	01/18/22	55.00	1191101
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF CCDET	RESTITUTION HERMAN FRITZ 11-10079-FH	January 80038	01/18/22	35.23	1191102
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF CHARLENE HOYT	RESTITUTION DENNIS FOCHE 06-10074-FH	January 80037	01/18/22	15.00	1191103
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF CHARLES MCCARTHY	RESTITUTION JEREMY PHILLIPS 07-1014	January 80081	01/18/22	183.90	1191104
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF CHARLES MCCARTHY	RESTITUTION BENJAMIN PHILLIPS 07-10	January 80079	01/18/22	69.00	1191104
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF CHET RUMINER	RESTITUTION BENJAMIN PHILLIPS 07-10	January 80080	01/18/22	69.00	1191105
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF CITY OF DOWAGIAC	RESTITUTION CLAYTON WARREN 12-10351	January 80101	01/18/22	997.00	1191106
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF CORPORATE RECOVERIES 0	RESTITUTION BERNADINE GULLENS 02-10	January 80044	01/18/22	125.00	1191107
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF DAVID BOSWORTH	RESTITUTION ELIZABETH BOSWORTH 08-1	January 80012	01/18/22	53.27	1191108
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF DAVID FAIR	RESTITUTION JENNIFER CALDWELL 18-10	January 80017	01/18/22	87.50	1191109
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF DAVID REITS	RESTITUTION BRYAN HAMMAN 11-10210-FH	January 80045	01/18/22	10.00	1191110
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF DAVID STEWART	RESTITUTION TRINITY EASTMAN-SIMON 1	January 80030	01/18/22	20.00	1191111
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF DAVID STEWART	RESTITUTION RALENE LAUSCH 19-10059-FH	January 80064	01/18/22	40.00	1191111
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF DAVID STOLPE	RESTITUTION JASON THOMPSON 12-10179	January 80095	01/18/22	15.00	1191112
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF DELL FINANCIAL SERVICE	RESTITUTION SARAH DAVIS 06-10111-FH	January 80024	01/18/22	150.00	1191113
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF DOWAGIAC FAMILY DENTIS	RESTITUTION VICKI ZACHARY 13-10019-FH	January 80107	01/18/22	10.00	1191114
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF DOWAGIAC POLICE DEPT.	RESTITUTION PAUL LESNIAK 97-9020-FH	January 80065	01/18/22	30.00	1191116
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF DOWAGIAC POLICE DEPT.	RESTITUTION KEVIN LILLIE 21-10009-FH	January 80066	01/18/22	45.00	1191116
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF DOWAGIAC POLICE DEPT.	RESTITUTION GARY KEEN 20-10067-FH	January 80059	01/18/22	132.00	1191116
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF DOWAGIAC POLICE DEPT.	RESTITUTION PARIS GARCIA 19-10145-FH	January 80039	01/18/22	225.39	1191117
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF DOWAGIAC POLICE DEPT.	RESTITUTION DANNY JACKSON 18-10069-FH	January 80056	01/18/22	44.94	1191117
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF EDWARD RODRIQUEZ	RESTITUTION MICHAEL MITCHELL JR 16-	January 80071	01/18/22	366.18	1191118
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF EDWARDSBURG-ONTWA POLI	RESTITUTION MATTHEW FINLEY 20-10238	January 80035	01/18/22	78.06	1191119
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF FARM BUREAU INSURANCE	RESTITUTION JON HARWOOD 08-10314-FH	January 80048	01/18/22	100.00	1191120
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF FARM BUREAU INSURANCE	RESTITUTION ADAM TYSZKA 13-10118-FH	January 80098	01/18/22	520.00	1191121
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF FIRST UNITED METHODIST	RESTITUTION LIONEL HARTLINE 02-1015	January 80046	01/18/22	110.00	1191122
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF GINGER JACKSON	RESTITUTION LEN KELLEY 19-10173-FH	January 80060	01/18/22	286.49	1191123
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF GUARDIANSHIP & ALTERNA	RESTITUTION DENICE JEWELL 16-10078-FH	January 80057	01/18/22	30.00	1191124
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF GW JONES BANK	RESTITUTION ALRIC EVANS 93-8043-FH	January 80032	01/18/22	107.30	1191125
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF HALE'S HARDWARE	RESTITUTION JOSHUA ORAWIEC 20-10110	January 80077	01/18/22	1,294.15	1191126
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF HCC PUBLIC RISK CLAIMS	RESTITUTION CHRISTINE MAHAR 15-1024	January 80069	01/18/22	600.00	1191127
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF JAMES MCCASLIN	RESTITUTION JAMES CALHOUN JR 18-100	January 80018	01/18/22	7.50	1191128
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF JASON PROFFITT	RESTITUTION AUSTIN TROXELL 19-10057	January 80097	01/18/22	924.24	1191129
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF JEFFREY NEUMANN	RESTITUTION CURTIS WADE 16-10257-FH	January 80100	01/18/22	65.02	1191130
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF JEFFREY NEUMANN	RESTITUTION ALEXIS PRICE 16-10258-FH	January 80082	01/18/22	5.00	1191130
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF JENNIFER WISEMAN	RESTITUTION JASON YEOMANS 04-10209-FH	January 80106	01/18/22	40.00	1191131

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GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Fund 701 TRUST & AGENCY							
Dept 000 TREASURER							
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF JIM SCHULTZ	RESTITUTION JEREMY BARTALONE 09-102	January 80008	01/18/22	80.50	1191132
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF JIM VAIL	RESTITUTION KURT DEYOUNG 15-10096-F	January 80025	01/18/22	150.00	1191133
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF JOAN PAPCZYNSKI	RESTITUTION DONALD CUPERY 13-10184-F	January 80022	01/18/22	53.03	1191134
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF JOHN RAAB	RESTITUTION DAKOTA COLLETT 19-10401	January 80020	01/18/22	368.45	1191135
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF JOHN WALDSCHMIDT	RESTITUTION PATRICK DOMINIAK 91-750	January 80027	01/18/22	120.00	1191136
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF JOSEPH RYDER	RESTITUTION JAMES CARTER 11-10061-F	January 80019	01/18/22	200.00	1191137
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF JULIE WILLIS	RESTITUTION RYAN HOLLY 11-10008-FH	January 80053	01/18/22	250.00	1191138
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF KATHRYN LACOSSE	RESTITUTION BRETT GILPIN 16-10094-F	January 80042	01/18/22	200.00	1191139
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF KATHY MCDONALD	RESTITUTION LIONEL HARTLINE 02-1015	January 80047	01/18/22	65.00	1191140
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF KENNETH STRICKLAND	RESTITUTION JOSEPH RODICK 12-10229-F	January 80084	01/18/22	10.00	1191141
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF KENNETH STRICKLAND	RESTITUTION RICHARD MROZ 12-10276-F	January 80073	01/18/22	25.00	1191141
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF LATITUDE SUBROGATION S	RESTITUTION RICKY OLIVER 16-10325-F	January 80075	01/18/22	43.75	1191142
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF MARATHON GAS STATION	RESTITUTION NIKODA NEFF 19-10317-FH	January 80074	01/18/22	30.00	1191143
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF MARK BOWMAN SR	RESTITUTION RYAN DOUGLAS 15-10266-F	January 80029	01/18/22	12.50	1191144
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF MARTIN MURPHY	RESTITUTION SUNNY FOGG 19-10034-FH	January 80036	01/18/22	372.84	1191145
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF MDHHS	RESTITUTION IVA ANDERSEN 99-10063-F	January 80002	01/18/22	30.00	1191146
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF MDHHS	RESTITUTION BRENDA LOVE 14-10188-FH	January 80068	01/18/22	156.86	1191147
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF MDHHS	RESTITUTION PEGGY HOOD 10-10290-FH	January 80054	01/18/22	155.00	1191148
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF MEGAN MATTHEWS	RESTITUTION WILLIAM THOMPSON 09-103	January 80096	01/18/22	40.00	1191149
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF MICHAEL & YOLANDA BRAD	RESTITUTION JENNIFER HOLLIDAY 08-10	January 80052	01/18/22	80.00	1191150
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF MICHIGAN STATE POLICE	RESTITUTION DEREK ALTWINE 14-10177-F	January 80001	01/18/22	100.00	1191151
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF MICHIGAN STATE POLICE	RESTITUTION RAYMOND ROSE 18-10083-F	January 80085	01/18/22	86.50	1191152
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF MICHIGAN STATE POLICE	RESTITUTION STEVEN GEISHIRT 20-1011	January 80040	01/18/22	70.00	1191152
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF MIDWEST TIMBER	RESTITUTION ADAM SHENEMAN 12-10059-F	January 80089	01/18/22	806.75	1191153
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF NANCY BOURLIER	RESTITUTION KEVIN GLASGOW 18-10374-F	January 80043	01/18/22	361.86	1191154
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF NATHANIEL JONES	RESTITUTION CATHY SPICER 20-10020-F	January 80092	01/18/22	50.00	1191155
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF NORTHSIDE FOOD & LIQUO	RESTITUTION ICES SMITH 18-10191-FH	January 80091	01/18/22	50.00	1191156
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF PHYLLIS FINCH	RESTITUTION TIMOTHY BAKER 11-10033-F	January 80005	01/18/22	270.87	1191157
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF PHYLLIS SCHUELKE	RESTITUTION JESSE BINNS 19-10049-FH	January 80011	01/18/22	100.00	1191158
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF RAYMOND MCKENZIE	RESTITUTION DACE KOCHER 15-10011-FH	January 80061	01/18/22	325.00	1191159
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF REX RYDER	RESTITUTION TOBY PARK 08-10369-FH	January 80078	01/18/22	103.84	1191160
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF RICHARD SWIFT	RESTITUTION JEFFREY BURKS 98-9412-F	January 80015	01/18/22	25.00	1191161
701-000-271.000	RESTITUTIONS PAYABLE	(CLEF RICKY ARMSTRONG	RESTITUTION AARON WHITMAN 05-10460-F	January 80103	01/18/22	100.00	11911

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Fund 801 DRAIN FUND							
Dept 275 DRAIN COMMISSIONER							
801-275-701.800	EXPENDITURES-DRAIN/LAKE	MIKE ROCKWELL	#57 PINE LAKE - BEAVER REMOVAL	010322	01/21/22	700.00	1191188
Total For Dept 275 DRAIN COMMISSIONER						700.00	
Total For Fund 801 DRAIN FUND						700.00	
Fund 841 LAKE LEVEL FUND							
Dept 275 DRAIN COMMISSIONER							
841-275-701.800	EXPENDITURES-DRAIN/LAKE	INDIANA MICHIGAN POWER	ELECTRIC (2)	011322	01/13/22	24.25	20353
Total For Dept 275 DRAIN COMMISSIONER						24.25	
Total For Fund 841 LAKE LEVEL FUND						24.25	

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GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
			Fund Totals:				
			Fund 101 TREASURER			203,840.74	
			Fund 208 PARKS SPECIAL REVENUE			1,820.98	
			Fund 216 FAMILY DRUG COURT GRANTS			6,911.69	
			Fund 233 MARCELLUS TWP POLICE CONTRAC			383.21	
			Fund 245 PUBLIC IMPROVEMENT FUND			79,352.51	
			Fund 258 MIDC (MICHIGAN INDIGENT DEFE			1,460.00	
			Fund 260 ANIMAL CONTROL DONATION FUND			322.15	
			Fund 261 CENTRAL DISPATCH FUND			8,288.70	
			Fund 267 SHERIFF NON-DRUG FORFEIT. FU			36.23	
			Fund 268 CORRECTION OFFICERS TRAINING			363.80	
			Fund 269 LAW LIBRARY FUND			2,843.76	
			Fund 271 C.C. DRUG ENFORCEMENT TEAM			43,896.92	
			Fund 272 K-9 DRUG FUND			471.69	
			Fund 283 COMMUNITY DEVELOPMENT GRANT			1,481.49	
			Fund 292 FAMILY COURT CHILD CARE FUND			2,260.00	
			Fund 293 SOLDIERS/SAILORS RELIEF FUND			1,118.83	
			Fund 296 HISTORICAL COMMISSION FUND			13.05	
			Fund 297 DHS CHILD CARE			1,050.00	
			Fund 595 JAIL COMMISSARY FUND			4,299.19	
			Fund 616 TAX REVOLVING CONTROL FUND			33,589.61	
			Fund 620 TAX REVOLVING 2020			101.86	
			Fund 639 TAX REVOLVING 2019			69.74	
			Fund 661 MOTOR POOL FUND			40,358.00	
			Fund 701 TRUST & AGENCY			275,405.34	
			Fund 801 DRAIN FUND			700.00	
			Fund 841 LAKE LEVEL FUND			24.25	
			Total For All Funds:			710,573.74	

**CASS COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

January 20, 2022

The Cass County Board of Commissioners met for their Regular Meeting on Thursday, January 20, 2022, in Commissioner Chambers. Due to COVID-19 concerns, public participation was offered via Zoom.

Chair Dyes called the meeting to order at 5:00 p.m. Commissioner Marchetti provided the Invocation. Cassopolis Middle School student Isabel Kennedy led the Pledge of Allegiance to the Flag of the United States of America.

Clerk/Register Monica McMichael called roll:

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

COMMISSIONERS ABSENT: Ryan Laylin.

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

INTRODUCTION OF VISITORS

Visitors present introduced themselves.

PUBLIC COMMENT

None.

APPROVAL OF THE AGENDA

Commissioner Grice moved, seconded by Commissioner File, to approve the January 20, 2022, Cass County Board of Commissioner's Agenda. Discussion followed. Motion carried by voice vote.

RECOGNITIONS

None.

PRESENTATIONS

Daniel Schoonmaker discussed the West Michigan Sustainable Business Forum.

CONSENT AGENDA

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

(M-6-22) A motion to approve Claims dated January 7, 2022.

(M-7-22) A motion to approve the January 6, 2022 Board of Commissioners Regular Meeting Minutes.

The Chair instructed the Clerk to call roll:

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

No (0): None.

Absent (1): Commissioner Laylin.

The Consent Agenda carried by roll call vote.

COMMITTEE REPORTS

Commissioners Marchetti, Benjamin and Jones offered Committee Reports.

APPOINTMENTS COMMITTEE REPORT

Commissioner Marchetti stated that the Appointments Committee was seeking applicants to serve on the Woodlands and Economic Development Corporation Boards.

ADMINISTRATOR'S REPORT

Deputy Administrator Matthew Newton 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

Michigan State University Extension Director Julie Pioch introduced Lorenne Witham as the 4-H Program Coordinator.

Market Van Buren Executive Director Zach Morris and Economic Development Manager Riley Lukomski shared an update on completed and ongoing projects.

ELECTED OFFICIALS UPDATE

Judge Carol Bealor thanked the Information Technology Department for their support. She announced the courts delayed jury trials until the month of February due to the surge of Covid cases. She also informed commissioners that Sarah Mathews took over the role of Court Administrator/Friend of the Court Director while Ravan Bakeman was hired to serve as the Deputy Friend of the Court.

UNFINISHED BUSINESS

None.

NEW BUSINESS

M-8-22

Commissioner Marchetti moved, seconded by Commissioner Jones, to appoint James Dodd to the Southwest Michigan Planning Commission for a two-year term ending December 31, 2023. Discussion followed. Motion carried by voice vote.

M-9-22

Commissioner File moved, seconded by Commissioner Marchetti, to approve hardware update costs for three (3) 9-1-1 workstations at a cost of \$37,582.33 to be paid from the 9-1-1 fund balance. Motion carried by voice vote.

M-10-22

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

PROCLAMATION OF CASS COUNTY SCHOOL CHOICE WEEK

WHEREAS, All children in Cass County should have access to the highest quality education possible; and

WHEREAS, Cass County recognizes the important role that an effective education plays in preparing all students in Cass County to be successful students; and

WHEREAS, quality education is critically important to the economic vitality of Cass County; and

WHEREAS, Cass County is home to a multitude of high-quality public and non-public schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

WHEREAS, Cass County has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options.

NOW, THEREFORE, the Cass County Board of Commissioners does hereby recognize January 23-29, 2022 as Cass County School Choice Week, and we call this observance to the attention of all of our citizens.

The motion carried by voice vote.

M-11-22

Chair Dyes stated that motion M-11-22 was removed from the agenda and would appear at a later date. Discussion followed.

Commissioner Grice moved, seconded by Commissioner Marchetti, to postpone the motion. Motion to postpone carried by voice vote.

R-12-22

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

RESOLUTION APPROVING MATERIALS MANAGEMENT COUNTY ENGAGEMENT PROPOSAL WITH THE WEST MICHIGAN SUSTAINABLE BUSINESS FORUM

WHEREAS, the Cass County Board of Commissioners acknowledges the need to adopt sustainable materials management as a modern alternative to solid waste management throughout the County; and

WHEREAS, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) is incentivizing counties to educate stakeholders on forthcoming opportunities and potential requirements through the EGLE Materials Management County Engagement Grant; and

WHEREAS, the West Michigan Sustainable Business Forum (WMSBF) has submitted a proposal to execute the grant on behalf of Cass County; and

WHEREAS, the grant award shall cover the full cost of the proposal with no additional costs to Cass County; and

WHEREAS, the WMSBF shall utilize the grant to perform the following tasks:

1. Research and data collection in support of the EGLE Mega Data Project.
2. Outreach to and host educational activities for public and private stakeholders in the region, including correspondence with the 30+ Cass County communities.
3. Research and interviews with relevant stakeholders to create an assessment of future material management needs in Cass County, as outlined in the grant requirements.
4. Deliver a report of findings to the Cass County Board of Commissioners and other authorities.
5. Facilitate discussions among regional partners.

NOW, THEREFORE, BE IT RESOLVED by the Cass County Board of Commissioners to approve the Proposal for Materials Management County Engagement to permit West Michigan Sustainable Business Forum to seek and execute the EGLE Materials Management County Engagement Grant on its behalf.

The Chair instructed the Clerk to call roll:

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

No (0): None.

Absent (1): Commissioner Laylin.

Resolution R-12-22 carried by voice vote.

R-13-22

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

RESOLUTION ESTABLISHING THE CASS COUNTY CAPITAL PROJECTS COMMITTEE

WHEREAS, the Cass County Board of Commissioners is responsible for the oversight and approval of county-wide capital projects and initiatives; and

WHEREAS, it is desirable to procedurally develop the County's capital project needs; and

WHEREAS, the Capital Projects Committee will be responsible for reviewing requests/plans for future capital projects and monitoring capital projects underway; and

WHEREAS, the Committee will engage in other related projects as determined by the Board of Commissioners; and

WHEREAS, the Committee will make recommendations to the Board of Commissioners on major capital projects/expenditures and issues impacting the County of Cass.

NOW, THEREFORE, BE IT RESOLVED by the Cass County Board of Commissioners to establish the Capital Projects Committee. The Capital Projects Committee shall consist of the Chair of the Board of Commissioners, a member of the Board of Commissioners appointed by the Chair, the County Administrator or their designee, the Finance Director, the County Treasurer, the County Clerk/Register, the Facilities Director, and Department Heads or County Partner Professionals as may be applicable for each project under review.

Discussion followed.

The Chair instructed the Clerk to call roll:

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

No (0): None.

Absent (1): Commissioner Laylin.

Resolution R-13-22 carried by roll call vote.

Chair Dyes appointed Commissioner Laylin to serve on the Capital Projects Committee.

BOARD MEMBER COMMENTS/ANNOUNCEMENTS

Commissioner Marchetti shared the number of meals provided by the Edwardsburg Food Pantry during Thanksgiving and Christmas.

Commissioner Grice stated that the Feed the Hungry surpassed their goal to raise \$20,000 by collecting over \$40,000.

Chair Dyes had Clerk/Register McMichael introduce her daughter, Isabel Kennedy, who was observing the meeting in preparation for FFA Competition.

ADJOURNMENT

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

The meeting adjourned at 6:07 p.m.

Approved: _____
Date

Chair Skip Dyes

Monica McMichael, Clerk/Register



CASS COUNTY COUNTY ADMINISTRATOR'S OFFICE

ADMINISTRATOR'S REPORT – January 28th, 2022, CARMEN AND NEWTON

Meetings – In-Person & Virtual

- Cass County Public Transit
- Classification
- Christian Lutes, Medical Care Facility
- Robert Thompson, Road Commission
- Chair Dyes
- Vice Chair Grice
- Market Van Buren
- ARPA Committee
- Personnel
- High Performance Leadership Academy
- CCMCF Land Development
- Rob Drake, Indigent Defense
- County Website
- Edwardsburg Fire Department
- Commissioner Marchetti
- EDC/Land Bank/Brownfield - Planning Session
- EDC Meeting
- Telamon
- Korie Blyveis, Conservation District
- Technology Planning
- Rural Creative Placemaking
- Personnel
- Chair Dyes
- Security & Tech Planning – Historical Courthouse
- Bill LaDitka, Intersect Studio
- Personnel
- High Performance Leadership Academy
- MERS/Non-Union
- Cass Area Artists Show
- DOC Phones
- Building & Grounds Vacancies
- MSU/4-H
- Chair Dyes
- Vice-Chair Grice

Access To Personnel Records

~~The Bullard Plawecki Employee right to Know Act defines these records which must be in an employee's personnel file.~~

An employee's personnel records may be kept at the Office of the County Administrator, the office of the employee's Department head, the office of the elected official who supervises the employee, or in the case of a court employee at the office of the Chief Judge.

An employee **may review his or her own personnel records which are kept in a particular office by making a written request to the head of that office. The office will permit the employee to review the personnel records by appointment within a reasonable time after receiving a written request.** ~~has the right to review the contents of his/her confidential employee personnel file between the hours of 10:00 am and 4:00 pm, Monday-Friday (except holidays) at the Office of the County Administrator, 120 North Broadway Suite 116, Cassopolis, Michigan. The employee shall first make an appointment.~~

An employee may **only** review **personnel records in the office which provides the records.** ~~the file in the Office of the County Administrator only—the file~~ **Personnel records** may not be removed from ~~the~~ **that office** for any reason. ~~No items~~ Employees may be **not** altered, removed, or destroyed **personnel records.** Copies of documents in the file may be made at the standard copy rate.

Upon written request the office will make a copy of personnel records at the employee's expense. The office will charge the employee the actual incremental cost of duplicating the records.

~~This is only part of the personnel file. Other files may be in the elected Official's, Department Head's, or Judge's possession. An employee may contact their Elected Official, Department Head, or Judge to review the contents of a personnel file kept by the elected Official, Department Head, or Judge.~~

ADOPTED: 06/22/1994

AMENDED: 03/06/2003

AMENDED: _____

Deferred Compensation Plans Emergency Withdrawal

PROPOSED TO BE RESCINDED

Cass County administers three deferred compensation plans for current employees (ICMA, Sun Life, The Equitable) and one plan for the former employees of the Cass County Health Department (PEBSCO).

A deferred compensation plan is a vehicle which allows employees to accumulate retirement savings on a tax-favored basis. Federal and State income tax is deferred on these accounts until they are withdrawn. Amounts can be withdrawn from these plans if an employee retires, leaves employment for any reason, or has an unforeseeable emergency, which is defined as a severe financial hardship resulting from a sudden illness, disability, or accidental property loss, subject to strict IRS guidelines.

Any employee requesting an emergency withdrawal should complete the enclosed application forms and submit them to the Administrator's office. The Administrator's office will make the final determination as to whether or not the request meets the requirements established by the IRS for emergency withdrawals.

If you have any questions regarding this policy, please contact John Murphy, Finance/Benefits Officer.

ADOPTED: 03/13/97

Wage and Salary Administration

SECTION 1: ADMINISTRATOR

All changes in salaries and wages must be approved by the elected official or department head and the County Administrator in writing.

SECTION 2: ESTABLISHMENT OF PAY PLAN

The County Administrator shall review the pay scale annually and submit recommendations for changes to the Board of Commissioners. The official pay plan for employees in classified positions shall be the salary rate ranges as approved by the Board of Commissioners annually with the approval of the budget.

SECTION 3: HIRING RATES

The starting compensation for a newly hired employee shall be the Start Step or Step 1 of the appropriate pay grade as indicated in the current salary table or labor contract **per the most recent adopted Cass County Class Comp Study**. The Administrator may authorize the initial hiring of an employee up to the midpoint of the pay grade if justified by pertinent documentation from the elected official or department head. The documentation must contain specific reasons for the requested action. If, in the opinion of the Administrator, there is insufficient justification to approve the request, he/she may request additional justification and forward the request to the Board of Commissioners for consideration.

SECTION 4: STEP INCREASES

- A) Step increases shall not be automatic but shall be based upon the department head/elected official's evaluation and recommendation. Within the adopted salary schedule for the County, step increases are meant to be a recognition for satisfactory performance and continued efficient service.
- B) An elected official or department head may withhold a recommendation for a step increase for an employee on the basis of an unsatisfactory rating of the employee's performance, work habits, attendance, attitude, or willingness to perform duties. The elected official or department head shall advise the employee **in writing by October 1st, or CB Contract specific date**, of the recommendation to withhold a step increase and the reason(s) therefore. A copy of said communication shall be forwarded to the County Administrator and a copy placed in the employee's personnel file.

SECTION 5: WAGE RATES FOR PROMOTED EMPLOYEES

Upon promotion an employee shall be placed at the starting step of his/her new pay grade except in cases where the starting step would not be an increase in pay. The promoted employee shall be placed at such step in the new pay grade as may be necessary to give an increase in pay.

SECTION 6: WAGE RATES FOR RECLASSIFIED EMPLOYEES

- A) When an employee is reclassified to a classification in a **higher** salary grade, his/her salary shall be adjusted to the lowest step in the grade for the new classification which results in an increase in pay.
- B) When an employee is reclassified to a classification in the same salary grade, his/her salary shall remain at the same step and result in no change of pay.**
- C) When an employee is reclassified to a classification in a lower salary grade, his/her salary shall be adjusted to the step on the new pay grade which results in the smallest decrease in pay.**

SECTION 7: WAGE RATES FOR DEMOTED EMPLOYEES

- A) The rate of pay of an employee who may be demoted as a result of discipline and not reclassification, shall be placed at the step which results in the smallest decrease in pay.
- B) For all non-disciplinary demotions, an employee demoted to a lower grade in the same occupational class, i.e.: Clerk Typist II to Clerk Typist I, shall be transferred to the step on the new pay grade which results in the smallest decrease in pay. If the demotion is to a different occupational class, the employee shall move to the step on the new pay grade which results in the smallest decrease in pay.

ADOPTED: 03/17/2005

MENDED: _____

Wire Phone Lines

PROPOSED TO BE RESCINDED

On an "as needed" basis, the County has provided fax machines at the home of certain employees and officials for the conduct of County business. Both installation and monthly charges for the wire phone line have been the responsibility of the employee.

If an employee or official does not have a wire phone line at their home and the County desires for the employee to receive faxes at home, the County may install a wire phone line and pay the monthly charges for it. The wire phone line in this case shall only be used for County business on the fax machine.

If an employee or official leaves County employment, the County will immediately take possession of the fax machine and cancel any county-installed wire phone lines.

ADOPTED: 08/01/2001

CASS COUNTY BOARD OF COMMISSIONERS

R-33-22

RESOLUTION ENGAGING INTERSECT STUDIO FOR THE COMPLETION OF PHASE 2 DESIGN AND DEVELOPMENT SERVICES FOR THE HISTORIC COURTHOUSE BUILDING

WHEREAS, the Cass County Board of Commissioners approved the engagement of Intersect Studio to complete Phase 1 Programming Services for the Historic Courthouse on April 1, 2021; and

WHEREAS, the Phase 1 Programming was successfully completed and presented to the Board of Commissioners on December 16th, 2021; and

WHEREAS, the Historic Courthouse Committee recommends proceeding with Intersect Studio for Phase 2 Design and Development Services; and

WHEREAS, this project was anticipated and provided for in the FY 2022 Budget in the Public Improvement Fund.

NOW, THEREFORE, BE IT RESOLVED by the Cass County Board of Commissioners to authorize the engagement of Intersect Studio to complete Phase 2 Design and Development at a fee not to exceed \$166,400.00 plus reimbursable consultant fees and expenses to complete a scope of service to include Architecture, Interior Design, Furniture, Branding, MEP Engineering, Structural Engineering, and Survey and Civil Engineering to create an updated, detailed budget and identification of the final deliverables required for the final Phase 3 Construction Documents.

ADOPTED THIS 3rd DAY OF FEBRUARY, 2022

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Dwight Dyes, Chair
CASS COUNTY BOARD OF COMMISSIONERS

January 12, 2022

The Historic Courthouse Project Committee
County Administration Office
Cass County
120 North Broadway, Suite 200
Cassopolis, MI 49031

Ref: Cass County Administration Offices - Design Development Phase Services - Engagement Letter

Dear Committee,

We are pleased to present the following Letter of Engagement to advance the design of the new County Administration Team offices in the Historic Courthouse Building located at 120 North Broadway Street, Cassopolis MI. This proposal covers all of the meetings and documents as identified in the following scope of services. We have completed the Programming Phase and are now ready to advance the design and investigate the engineered systems required to make the building function for the intended use. The result of this Design Development (DD) Phase will be documents which will allow for an updated detailed budget and identification of the final deliverables required for bidding and construction. The end of this phase will coincide with a decision by the Committee on the recommended project delivery method.

The final Phase of services by the design team prior to construction would be the Construction Document (CD) Phase. This phase of services will vary in extent of documentation and fees based on the selected project delivery method. For instance, if the County selects a private developer approach, the documentation will be less detailed as the developers will assume more risk and they will likely engage sub contractors they have extensive experience working with. If a public bid direction facilitated by the County is selected, the documentation will be more extensive to reduce risk to the County. The fees for the CD Phase will be determined once the Committee determines the desired direction.

The current DD Phase of Services is focused on finalizing the design layouts, design details, selecting finishes and materials, identifying furniture direction and developing the direction for all of the engineered systems of mechanical, electrical, plumbing, structural and civil site. The consultant team will develop drawings and other documents to fix and describe the size and character of the project as to architectural, structural, mechanical, electrical and civil site systems, materials and such other elements as may be appropriate. Furniture and branding/signage direction are also included. The design team will advance the plans as shown in the Attached Exhibit A dated December 10, 2021.

Intersect Studio will be on point to coordinate with the Consultants identified in this letter. We will support your IT group with the engagement of a technology designer for security, access control, AV and related technologies. The following exceptional firms have been engaged for this project.

Bialosky Cleveland: Mechanical, Electrical, Plumbing Engineering
Shive Hattery: Structural Engineering
Hurley & Stewart: Civil Engineering

We propose the following scope of services:

Facility Assessment and Background Information

- Fully document the existing building systems to finalize the reuse or demolition direction plans
- Formalize a detailed code review
- Develop a project Schedule and coordinate meetings with the Committee

Design Development

- Design meetings with the Committee and department heads as required to finalize design
- Commissioners working session to review their Chambers and ancillary spaces
- Final floor plan layout of all architectural elements including millwork
- 3D character model of the interior spaces
- Finish material selections, schedules, Plans and Details; Floors, walls, ceilings
- Architectural plans and Details of interior and exterior features and elements
- Interior elevations of key area, door and window schedule
- Site plan layouts, grading, utilities, preliminary approvals from required agencies
- Mechanical, electrical, plumbing and structural engineering; analysis, plans, details and product/ system designations
- Coordination with client's technology designer
- Furniture and window treatments detailed direction
- Branding design direction for interior features and signage
- General performance expectations/ standards direction

Implementation Support

- Support the Committee in identifying the best path for implementation
- Provide DD documents to the selected developer, as may be appropriate
- Support the identification of a Schedule to complete documents and begin construction
- Coordinate with the consultant team
- Attend a Board of Commissioners meeting to support the review and approval for construction

Deliverables

A series of 3-4 design review meetings with the Committee are included to review the layouts, materials, finishes and systems as the consultant team advances the design and engineering coordination . We will prepare and present a final Design Development set of documents for the County's detailed review and formal approval including:

- Code analysis and compliance
- Site design and engineered plans and details
- Architectural plans, sections, details, elevations and schedules
- Mechanical, Electrical, Plumbing plans, systems, details
- Structural plans, sections and details

Fees

We propose the following lump sum fixed fee for Architecture, Interiors, Furniture, Branding: **\$166,400**

We will invoice the consultant fees and expenses for the above scope of M,E,P,S,C services as reimbursable expenses. The above fee will be invoiced monthly based on percent completion. The Intersect Studio Terms and Conditions, with County requested changes dated May 10, 2021, apply to this Phase of Services. Below is an approximate Project Timeline associated with this scope of services. Specific meetings and dates will be coordinated with the Committee. All meetings required to achieve the above scope of services are included.

Approximate Project Timeline

January 2022	Contract Approval, Scheduling Coordination
February - April 2022	Design Development
April 2022	Package for Detailed Budget
May 2022	Budgeting, Finalize Delivery Approach and Contract
June - July 2022	Documents for Final Bidding and Construction
July - Aug 2022	Bidding, Mobilize for Construction

We look forward to achieving the Committee's number one goal of making this project happen. If you have any questions or need clarifications, let's chat. If this Engagement Letter meets your expectations, please send a signed copy of this agreement to initiate a contract for services under the Intersect Terms and Conditions and we'll get going.

Yours truly,
Intersect Studio, LLC



Bill LaDitka, AIA, LEED AP
Principal - Architect - Placemaker
bill@intersect-studio.com
(269) 944-9279

Approved By:

Name

Signature

Date

1. Agreement. Intersect Studio, LLC (hereinafter "Consultant") shall provide to the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and together may be referred to as the "Agreement" and shall reflect the professional services (or "Project") for which Consultant is responsible. This Agreement shall be the full extent of the Consultant's obligations. The Consultant shall not responsible for any obligations or costs except as contained in the Agreement.
2. Authorization. A signature on the Proposal by Client shall give the Consultant the right to proceed with the Project.
3. Standard of Care. The Consultant's Standard of Care for the purposes of this Agreement shall be that consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations.
4. Time is of the Essence. It is expressly understood and agreed by the parties hereto that time shall be deemed of the essence and all stipulations and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors, administrators, and assigns of the parties hereto.
5. Terms of Payment/Late Payment Actions/Fees. Payment is due upon presentation of invoice and shall be deemed past due fifteen (15) days from invoice date. Client agrees to pay a finance charge 18% per annum, or the maximum rate allowed by law, whichever is less, on past due charges until paid in full.
6. Scope of Services/Additional Services/Changes. If the scope of services required to complete the Project changes beyond that which is outlined in the Agreement subsequent to the Notice to Proceed by the Client, either by a written request of the Client by the County Administrator or by a material change in information available to the Consultant, the Consultant will proceed with the services required in order to expedite the full intent of the Project as Additional Services. The Consultant shall, **in a timely manner**, notify the Client of any material expanded scope of services in writing, including the need to perform the Additional Services, an estimate of the cost of Additional Services and any changes in the overall project schedule and budget. Furthermore, if the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement (unless otherwise mutually agreed to between the parties), through no fault of Consultant, then the Consultant's time to complete the Project shall be reasonably extended, and Consultant's additional time shall be compensated as "Additional Services." All Additional Services shall be billed separately and the scope of the services and compensation shall be mutually agreed to in writing between the parties, but in any case, not less than Consultant's Hourly Rate at the time of extension, and all of Consultant's Reimbursable Expenses shall also be paid by Client to Consultant, in the amounts set forth below.
7. Site Conditions. Consultant is not responsible for latent deficiencies or reasonably hidden or concealed conditions not discovered by Consultant within the scope of its services. If Consultant has reason to believe that such a condition may exist, it will advise Client as to the nature of the suspected condition and its significance. Client will be responsible for all risks associated with this condition and for undertaking, at its sole cost and expense, additional investigation and corrective work, if required.
8. Betterment. If a required item or component of the Project is omitted from Consultant's construction documents, the Client shall pay the cost required to add such item or component to the extent that such item or component should have been included in the original construction documents. Consultant shall not be responsible or liable for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
9. Opinions of Cost. Consultant's opinions or estimates of probable cost of the Project are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, other contractor's methods of determining prices, or over-competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the Client's budget or from Consultant's opinions or estimates of the cost of the Project, and in no event shall the Consultant be bound by any opinions or estimates.
10. Code Interpretations. The Client acknowledges that the requirements of the Americans with Disabilities Act, as amended ("ADA"), as well as all other federal, state and local laws, codes, or ordinances (collectively, the "Codes"), will be subject to various and possibly contradictory interpretations. Consultant will use reasonable professional efforts to interpret applicable Codes as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with all Codes as they apply currently or in the future and unless the Consultant is negligent, the Client shall pay for any additional costs or expenses which are necessary to keep the Project in compliance with all Codes. Any changes to the Project necessary to comply with all Codes shall be billed as Additional Services.
11. Use of Drawings, Specifications, and Other Documents. The drawings, specifications and other documents prepared by Consultant for this project are instruments of Consultant's services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. Consultant grants Client a non-exclusive license to use the documents which are created within the scope of work to complete the project.
12. Retaining Records. Consultant will retain pertinent records relating to the services performed for a period of five years following the completion of the Project during which period the records will be made available to Client at reasonable times.
13. Insurance Coverage. Consultant shall maintain and furnish copies to Client the following types of insurance: (a) Professional Liability for an amount not less than \$1 million per occurrence; (b) Commercial General Liability for an amount not less than \$1 million per occurrence; (c) Workers' Compensation; Employers' Liability; (e) Hired and non- owned automobiles. Client shall be responsible for providing and maintaining its own liability and property insurance, including an all-risk policy covering all damages or casualty which occurred to the Project or at the Project Site in an amount not less than the then full replacement cost of the Project. The Client's Commercial General Liability insurance policy shall be written for an amount of not less than \$1 million, single-limit coverage. Any General Liability insurance for residential projects shall be single limit coverage of at least \$500,000.00 The Client's liability and property insurance policy shall not be cancelled or modified without Consultant having received not less than thirty (30) days prior written notice.
14. Limitations/Exclusions **Client agrees that Consultant's total, aggregate liability to Client and any third parties arising from Consultant's professional acts, errors or omissions, shall not exceed the amount of Consultant's available insurance. In the event Consultant**

does not have insurance, Consultant's liability shall not exceed Consultant's total fee received for the Project.

15. Indemnity. Except for the limitations set forth herein, Consultant agrees to indemnify and hold the Client harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its subconsultants, including but not limited to Nuway Construction, or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold Consultant harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and by those for whom the Client is legally liable, but which shall include the compliance of the Project with all federal, state, and local laws, statutes, rules and regulations (including all zoning ordinances), unless the violation is related to the design of the Project for which the Consultant assumed liability, and any such damage, liability, or cost caused by the release of hazardous or toxic substances or materials at or under the Project property and the placement of all improvements at the project.
16. Consultant Representations. Consultant represents that (a) the architects assigned to the project are licensed to practice architecture in the State of Michigan, (b) it has the requisite skill and expertise and holds any required licenses to perform the services in the scope of work, (c) will act in the Client's best interests in performing its services, (d) will cooperate and consult with Client while performing the scope of work, (e) disclose to Client any conflicts of interest, and (f) will provide Client with all the usual and customary services within the scope of work.
17. Jurisdiction. This Agreement shall be governed in all respects by the laws of the State of Michigan.
18. Arbitration. Any dispute arising out of or relating to this Agreement shall be subject to binding arbitration to be held in the county in which the project is located, and administered by the American Arbitration Association, in accordance with its Construction Industry Arbitration Rules. Judgment upon the award rendered may be entered in the Circuit Court for the county in which the project is located or any court having jurisdiction thereof. The prevailing party in any arbitration shall be entitled to recovery of attorney's fees, costs and expenses in addition to any other relief to which such party may be entitled, including such attorney's fees, costs and expenses incurred to enforce any such arbitration award. Any claim for arbitration shall be made within one (1) year after the events giving rise to the dispute occurred.
19. Termination. This Agreement may be terminated for convenience by either party by ten (10) days prior written notice to the other party and in such event, the Consultant shall be paid only for services under this Agreement that Consultant has completed to the date of termination on a prorated, equitable basis, as reasonably determined by Consultant and which shall include Consultant's prorated profits general conditions, and overhead. Notwithstanding the foregoing, in the event Consultant terminates this Agreement without cause, Consultant forfeits the right to receive any further payment until a replacement design professional or firm completes the Consultant's scope of work. All obligations arising prior to termination of this Agreement

shall survive the completion of the services and termination of this Agreement.

20. Assignment. Consultant may not assign this Agreement.
21. Waiver. The failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on anyone occasion shall not be deemed a consent to or approval of said action on any subsequent occasion.
22. Hourly Rates

Senior Principal	\$220/hour
Principal	\$190/hour
Project Architect/Interior Designer III	\$150/hour
Project Architect/Interior Designer II	\$125/hour
Project Architect/Interior Designer I	\$105/hour
Professional/Designer II	\$95/hour
Professional/Designer I	\$85/hour
Graphic Designer I	\$70/hour
Intern/Administrative	\$65/hour
Expert Witness/Testimony	\$350-\$500/hr

23. Reimbursable Expenses. Compensation to the Consultant for reimbursable expenses incurred on the Project shall be computed as a multiple of 1.1 times the Consultant's direct expense for the following: outside consultants, suppliers, subcontractors, Travel, Lodging, Meals, Postage, UPS, FedEx, messenger, outside reproduction, and document scanning. Compensation for mileage expenses shall be computed as a multiple of 1.1 times the federal Rate. In-house prints/copies/lots shall be charged as follows:

Page Size	Black&White	Color
8.5x11	\$0.19	\$0.85
11x17	\$0.25	\$1.25
24x36	\$5.00	\$30.00
30x42	\$7.50	\$42.00

CASS COUNTY BOARD OF COMMISSIONERS

R-34-22

RESOLUTION TO PROVIDE DEVELOPMENT SERVICES FOR THE HISTORIC COURTHOUSE

WHEREAS, the Historic Courthouse Committee evaluated three potential development partners for the Historic Courthouse; and

WHEREAS, the Historic Courthouse Committee initiated formal interviews with the three firms; and

WHEREAS, following the evaluation of the firms, the Historic Courthouse Committee recommends proceeding with PlazaCorp to provide development services for the Historic Courthouse Building; and

WHEREAS, PlazaCorp will offer an opportunity for all members of the Board of Commissioners to visit examples of their work on historic buildings.

NOW, THEREFORE, BE IT RESOLVED by the Cass County Board of Commissioners to authorize the County Administrator and the Capital Projects Committee to begin negotiations with PlazaCorp on a Development Services Agreement. The Development Services Agreement will be presented to the Board of Commissioners for approval.

ADOPTED THIS 3RD DAY OF FEBRUARY, 2022

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Dwight Dyes, Chair
CASS COUNTY BOARD OF COMMISSIONERS

CASS COUNTY BOARD OF COMMISSIONERS

R-35-22

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

WHEREAS, The 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 _____ DAY OF DECEMBER 2021

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Dwight Dyes, Chair
CASS COUNTY BOARD OF COMMISSIONERS

LAND PURCHASE AND SALE OPTION AGREEMENT

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

RECITALS:

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

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

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

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

TERMS AND CONDITIONS

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

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

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

3. **OPTION DEPOSITS.**

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

Deposits:

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

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

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

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

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

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

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

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

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

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

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

- a. Pursuant to **Section 6.a.**, Optionor will deliver to Optionee, to the extent they are in Optionor's possession or control, copies of all previously existing title insurance policies, title exceptions and materials, binders and reports, surveys, and other materials relating to the soil, surface or groundwater, topography, and environmental history and condition of the Property.
- b. Optionor has no current knowledge, without making any inquiry, that any fact or condition exists that would result in the termination of the Property's access to and from any presently existing public roads or highways adjoining or situated on the Property or to any existing water, sewer, or any other utility facility serving, adjoining or situated on the Property.
- c. Optionor has good and marketable fee simple title to the Property, free and clear of all liens, mortgages, monetary encumbrances, property taxes, encumbrances, and restrictions, except for taxes for the year of Closing. In no event shall any liens, mortgages or other monetary encumbrances be permitted exceptions to title, and all such liens, mortgages or other monetary encumbrances shall be fully satisfied by Optionor and removed of record at or prior to Closing.
- d. The Optionor's Board of Commissioners have approved this Agreement and as such Optionor has the full right, power, and authority to execute, deliver and perform this Agreement without the necessity of obtaining any further consents or approvals from, or taking of any other actions with respect to, any third party (including Optionor's current or former spouse, any co-trustee, or any members, managers, officers or directors, if any) to enter or perform this Agreement, and this Agreement, when executed and delivered by the Optionor and Optionee, will constitute the valid and binding agreement of Optionor, enforceable against Optionor in accordance with its terms.

- e. Optionor is not currently aware of any condemnations, eminent domain proceedings, or similar proceedings affecting any part of the Property and no such proceeding shall be pending on the Closing Date. To Optionor's reasonable knowledge, no such condemnations or other proceedings are threatened, expected, or planned.
- f. To Optionor's reasonable knowledge, there are no service contracts or agreements relating to the operation, maintenance, or security of the Property by which Optionor or the Property is bound, and which will survive the Closing.
- g. Optionor is not subject to any commitment, obligation, or agreement, including, but not limited to, any right of first refusal or option to purchase granted to a third party, which would or could prevent Optionor from completing the sale of the Property as contemplated by this Agreement.
- h. Optionor has filed all federal, state, and local tax returns as required by law and has paid all real and personal property taxes and assessments due and payable with regard to Optionor and the Property. Further, to Optionor's reasonable knowledge, there are no public assessments or liens against the Property or any claims pending that would result in the creation of any liens for public improvements, including, without limitation, water, sanitary, or storm sewers or drainage facilities, whether such improvements have been completed or are being developed.
- i. Optionor believes, but has taken no action to verify, that Optionor's activities on the Property have complied with all applicable laws, ordinances, and regulations of all applicable governmental authorities, including, without limitation, those relating to health, subdivision, development, land or soil disturbance, environmental matters, hazardous waste, radon emission, interstate land sales, toxic materials, and zoning and land use matters. A tenant farms on the Property, and Optionor has no knowledge regarding the activities of the tenant.
- j. There are no actions, suits, proceedings, attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any applicable debtor relief laws existing pending, or, to Optionor's reasonable knowledge, threatened, or anticipated that affect the Property or relate to or affect Optionor's ownership, the operation or maintenance of the Property, or Optionor's ability to convey the Property to Optionee pursuant to this Agreement or otherwise perform its obligations hereunder.
- k. Except for a farmer tenant, Optionor has sole and exclusive possession of the Property, and will deliver possession of the Property free of all leases on the Closing Date.
- l. Optionor has not used, generated, manufactured, stored, or disposed of any Hazardous Materials (defined below) in, at, on, under or about the Property or transported any Hazardous Materials to or from the Property. During Optionor's ownership, Optionor believes, without taking action to verify, (i) the Property is not in violation, nor has been or is currently under investigation for violation, of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene, worker health and safety, or to the

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

- m. During the term, Optionor shall (i) preserve the Property, in its present condition, ordinary wear and tear excepted, (ii) comply with all laws, ordinances, regulations, and orders relating or applicable to the Property and shall timely pay all taxes applicable to the Property, and (iii) promptly notify Optionee of any material change affecting the condition of the Property.
- n. During the Term, Optionor shall not (i) convey the Property or any portion thereof or interest therein, (ii) encumber the Property with liens that will not be released at or prior to the Closing, (iii) restrict the Property, (iv) change or extend the terms of any lease on the Property as of the Effective Date without Optionee's written consent, or (v) without written approval of Optionee, neither negotiate nor grant or otherwise enter into any contract, easements, rights of way, mineral lease or other similar agreement granting rights or interests affecting the Property which cannot be terminated upon no more than thirty (30) days' notice without charge, cost, penalty, or premium.
- o. No uncured breach or default, whether declared or not, including, without limitation, nonpayment of any sum or nonperformance of any obligation, exists under, or with regard to, any obligation of Optionor that is secured by a mortgage or lien on the Property.

- p. Neither Optionor nor, to the best of its actual knowledge without any investigation or inquiry, any of its affiliates, is a person or entity with whom U.S. persons are prohibited from doing business with under applicable laws, including, without limitation, the regulations of the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of Treasury (e.g. OFAC’s Specially Designated and Blocked Persons list), Executive Order 13224 and the USA Patriot Act.
- q. The Property is not part of, enrolled in, or otherwise subject to Michigan Farmland Preservation Program (formerly known as P.A. 116) (“Farmland Program”) (or subject to a Farmland Development Rights Agreement (“FDRA”)), and Optionor shall not apply for inclusion of the Property into any Farmland Program (or subject the Property to a FDRA), or any similar program by which development or construction is restricted.
- r. To Optionor’s reasonable knowledge, without inquiry, the Property has not been determined to be a “facility” as that term is defined in MCL 324.20101. The following environmental reports and/or due care plans are being provided to Optionee in connection with this Agreement: None.

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

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

6. CLEAR TITLE.

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

- b. Optionor shall convey marketable title to the Property via deed (the “**Deed**”) in the form attached hereto as **Exhibit C**. Marketable title shall be determined according to applicable Title Standards adopted by authority of the State Bar of the State in which the Property is located and in accordance with the laws of the state in which the Property is located.
- c. If Optionee discovers that the title is defective or is otherwise objectionable to Optionee, then Optionee shall deliver to Optionor a written notice specifying the defect(s) and objections. Optionor will have ninety (90) days from receipt of such notice to remove said defect(s) and objections and, if necessary, Optionor and Optionee will agree to extend the Closing Date to allow such removal. If Optionor is unsuccessful in removing said defects and objections within said time, Optionee shall have the option of either accepting the title as it then is and obtaining such title coverage or endorsements as it desires relating to such defects at Optionor’s reasonable cost, or terminating this Agreement, in which case the Deposits shall be returned to Optionee, and both Parties shall be released from all further obligations under this Agreement. Optionor shall pay all expenses to clear title defects or objections.

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

- a. **Optionee’s Conditions Precedent.** Notwithstanding any provision in this Agreement to the contrary, the obligation of Optionee to close on the purchase of the Property under this Agreement shall be contingent upon the satisfaction, in Optionee’s sole and reasonable determination, of the following conditions:
 - i. No material adverse change in the condition of the Property has occurred since the delivery of the Exercise Notice to Optionor;
 - ii. Any of Optionor’s mortgage(s), liens, lis pendens, or monetary encumbrances secured by the Property and all applicable assessments and taxes due and payable on the Property have been paid in full or will be paid in full before the Closing Date or at the Closing Date out of the proceeds due to Optionor under this Agreement (except for ad valorem taxes for the year in which Closing occurs, which shall be prorated as of the Closing Date) and discharged;
 - iii. A title insurer being ready, willing and able to issue to Optionee at Closing an ALTA extended coverage owner’s policy of title insurance, irrevocably and unconditionally agreeing to issue such policy, without standard exceptions, insuring that insurable fee simple absolute title to the Property is vested in Optionee, subject only to real property taxes respecting the Property that are not yet due and payable as of the date of Closing, and easements, restrictions, reservations and other matters of record that are not objected to by Optionee in accordance with this Agreement (except mortgages, liens, lis pendens, or monetary encumbrances, which shall be paid prior to or at Closing whether or not Optionee objects to them);
 - iv. If the Property is subject to a title defect(s) or objection(s) that Optionor has elected to cure pursuant to **Section 6**, Optionor has cured the title defect(s) or objection(s) or will cause such cure in connection with Closing;

- v. All of Optionor's representations and warranties in this Agreement are true and correct in all material respects as of the Closing Date;
 - vi. No material breach by Optionor shall exist under this Agreement and Optionor shall be ready, willing, and able to close under the terms of this Agreement; and
 - vii. If applicable, Optionee having received all required Land Division Act approvals required for the conveyance of any portion of the Property that is less than a whole tax parcel to Optionee. Owner shall sign the applicable land division application and fully support and cooperate with Optionee in all respects to obtain the required land division approvals; provided, however, that Optionor acting in its governmental capacity has no obligation to support or cooperate with such efforts.
- b. **Failure of Optionee's Conditions Precedent.** If at the time of Closing, any of the Optionee's Conditions Precedent above have not been satisfied or waived in the manner required by this Agreement and Optionor does not promptly cause any such unsatisfied Optionee's Conditions Precedent to be satisfied within five (5) days after written notice from Optionee stating which of said conditions have not been satisfied, Optionee may terminate this Agreement and pursue its remedies available under Section 9.b. For avoidance of doubt, the foregoing cure period shall replace and supersede the cure periods set forth in **Section 9.b.**

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

- a. **Optionor's Condition Precedent.** The obligation of Optionor to close on the sale of the Property under this Agreement shall be contingent upon the satisfaction of the following condition:
 - i. No material breach by Optionee shall exist under this Agreement, this Agreement shall not have been terminated, and Optionee shall be ready, willing, and able to close under the terms of this Agreement.
- b. **Failure of Optionor's Condition Precedent.** If at the time of Closing Optionor's Condition Precedent above has not been satisfied or waived in the manner required by this Agreement, Optionor may terminate this Agreement (subject to Optionee's Cure Period, as defined in **Section 9.a**) and shall be entitled to seek the remedy provided in **Section 9.a.**

9. **REMEDIES.**

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

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

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

10. RESERVED.

11. CLOSING.

- a. This transaction shall be closed (the "**Closing**") and the Deed and other Closing documents delivered within three (3) months following the Exercise Date on a date reasonably determined by Optionee (the "**Closing Date**"). At Optionee's election, Closing may be held electronically or by mail-in of documents or in person in the county where the Property is located, at the office of the attorney or other Closing agent designated by Optionee.
- b. At Closing, Optionee shall pay the balance of the cash portion of the Purchase Price by (i) wire transfer or (ii) bank cashier's check or certified check, either of which shall be issued by and drawn on a local institution and Optionor shall furnish the Deed, an owner's affidavit (including as to the absence of liens), a non-foreign status affidavit, real estate transfer valuation affidavit, and any corrective instruments or other documents that may be required in connection with perfecting the title and Optionee obtaining a title insurance policy; acceptable to Optionee in Optionee's sole discretion. The Closing agent shall furnish the Closing statement.
- c. At Closing, Optionor shall pay the following: (1) the costs associated with any corrective instruments and any releases of mortgages, liens, lis pendens, or monetary encumbrances secured by the Property (if needed) and recordation thereof and the title update charges necessary for the title insurance; (2) the premium for an ALTA owner's policy of title insurance without standard exceptions; provided that Optionee provides at its cost any survey required by the title company; otherwise, the title policy will be issued with standard exceptions; (3) ½ of any escrow fees; (4) any applicable state and/or county real estate transfer taxes; and (5) Optionor's attorney's fees associated with this Agreement.

- d. At Closing, Optionee shall pay the following: (1) the cost of recording the Deed; (2) title insurance premiums for any endorsements added to the ALTA owner's title insurance policy; (3) ½ of any escrow fees; and (4) Optionee's attorney's fees associated with this Agreement.
 - e. Upon Closing, Optionee will be deemed to have acknowledged that Optionee has had a full and fair opportunity to conduct all the due diligence regarding the Property that Optionee has desired, and that Optionee is fully satisfied with its due diligence, investigations, inspections, survey, title condition and all other matters regarding the Property. Accordingly, upon Closing, Optionee takes the Property in its "as-is" condition and, except as specifically set forth herein, without any warranty or representation.
12. **CONVEYANCE.** Optionor shall convey title to the Property (including 100% of unused land division rights) by general warranty, subject only to matters expressly accepted in writing by Optionee.
13. **SURVEY; ENCROACHMENTS.** Optionee, at Optionee's expense at any time during the Term of this Agreement may have the Property surveyed and certified by a surveyor registered in the state in which the Property is located. If the survey shows any encroachment on the Property or that improvements intended to be located on the Property in fact encroach on setback lines, easements, lands of others, or violate any restrictions, covenants, or applicable governmental regulations, the same shall be treated as a title defect.
14. **LIENS.** Optionor shall furnish to Optionee at time of Closing an affidavit attesting to the absence of any financing statements, claims of lien or potential lienor known to Optionor, further attesting that there have been no improvements or repairs, or any materials furnished to the Property for ninety (90) days immediately preceding the Closing Date and otherwise in a form satisfactory to Optionee. If the Property has been improved, or repaired or materials have been furnished to the Property within said time, Optionor shall deliver releases or waivers of mechanic's liens, executed by all general contractors, subcontractors, suppliers, and materialmen, in addition to Optionor's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and materialmen and further reciting that in fact all bills for work to the Property which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at Closing.
15. **SPECIAL ASSESSMENT LIENS.** Special assessments shall be prorated through the Closing Date, with Optionor paying all such assessments applicable to all periods occurring on or before the Closing Date and Optionee paying all such assessments applicable to all periods occurring after the Closing Date.
16. **PRORATIONS.** Taxes and assessments shall be prorated through the Closing Date. Cash at Closing shall be increased or decreased as may be required by said prorations. Taxes shall be prorated between Optionor and Optionee based on the current year's tax (as of the Closing Date). If Closing occurs at a date when the current year's millage is not fixed, and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated on the prior year's tax. This **Section 16** shall survive the Closing. Optionor shall pay,

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

17. **RECORDATION OF MEMORANDUM OF LAND PURCHASE OPTION AGREEMENT.** The Parties agree that this Agreement shall not be recorded in the public records of any public office. Optionee is expressly permitted to elect to record an extract of this Agreement, in a form permitted or required by governing law, in the official records of the county in which the property is located. To that end, Optionor agrees to execute, acknowledge and deliver to Optionee in the form and substance set forth in **Exhibit "B"** (the "**Memorandum**") promptly upon Optionee's request for the same. Optionee shall, immediately upon the termination of this Agreement for any reason, execute and deliver to Optionor a termination of the Memorandum in recordable form sufficient to clear the title to the Property from the Memorandum.
18. **OCCUPANCY.** Optionor shall deliver sole possession of the Property to Optionee on the Closing Date, free of all liens, mortgages, leases, occupancy agreements and monetary liens and encumbrances. Optionor shall remove, by Closing, all personal property that Optionor desires to retain after Closing. All personal property remaining on the Property at Closing shall be automatically transferred to Optionee at Closing, or, at Optionee's option, may be deemed abandoned and may be disposed of by Optionee as it sees fit.
19. **ESCROW.** The Parties agree that any escrow agent receiving funds or equivalent is authorized and agrees by acceptance thereof to deposit promptly and to hold same in escrow and subject to clearance thereof to disburse the same in accordance with the terms and conditions of this Agreement. In the event of doubt as to the escrow agent's duties or liabilities under the provisions of this Agreement, the escrow agent may in the agent's sole discretion, continue to hold the subject matter of this escrow until the Parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the Parties thereto, or the escrow agent may deposit the same with the clerk of the circuit court having jurisdiction of the dispute, and upon notifying all Parties concerned of such action, all liability on the part of the escrow agent shall fully terminate,

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

20. **OTHER AGREEMENTS.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. No prior or present negotiations, correspondence, understandings, contracts, proposals, representations, agreements or commitments, oral, written, or otherwise, shall be binding upon Optionee or Optionor unless included in this Agreement. No modifications or changes in this Agreement shall be valid or binding upon the Parties unless in writing and executed by the Party or Parties to be bound thereby.
21. **NO PARTNERSHIP OR JOINT VENTURE.** Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that no provision contained herein, nor any act of the Parties, shall be deemed to create a relationship between the Parties other than the relationship of the Parties, and after exercise of the Option, of Optionor and Optionee.
22. **EXHIBITS.** The exhibits attached hereto are incorporated herein by this reference.
23. **GENERAL PROVISIONS.**
- a. **Assignment.** Optionee may assign its interest in this Agreement, or any part of same, with the written consent of Optionor, which consent will not be unreasonably withheld. Upon such an assignment, Optionee shall be relieved of all further liability under this Agreement, except to the extent of liability arising out of events or circumstances occurring before the effective date of such assignment.
 - b. **Risk of Loss.** Prior to Closing, risk of loss or damage to the Property, but excluding loss or damage caused by Optionee's or its Authorized Personnel's negligence or willful misconduct, shall be on Optionor. Upon Closing, risk of loss to the Property shall be on Optionee.
 - c. **Condemnation.**
 - i. **Event of Condemnation.** For purposes of this Agreement, a "Condemnation" shall exist if eminent domain proceedings are pending, threatened or commenced against any part of the Property. If all or part of the Property is sought to be acquired in fee simple or in some lesser interest by Condemnation (or transferred in lieu thereof), Optionor shall notify Optionee and forward to Optionee copies of all Condemnation documents applicable to the action on the affected portion of the Property within five (5) days after receipt of such notice. Thereafter, Optionee shall have thirty (30) business days in which it may, by notice to Optionor, elect to terminate this Agreement. Notwithstanding anything to the contrary in this Agreement, the Closing Date shall be extended, if necessary, to provide Optionee the thirty (30)-business day period to respond granted in this **Section 23.c.i.** If Optionee elects to

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

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

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

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

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

jeffc@cassco.org

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

<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.

**EXHIBIT A
TO FORM WARRANTY DEED**

Legal Description

[TBD]

Tax Parcel #
Commonly known as:

**EXHIBIT B
TO FORM WARRANTY DEED**

Permitted Exceptions

[TBD]



February Meeting Dates

Townships	Date	Time	How
Calvin	02/08/22	6:00 PM	In Person
Howard	02/15/22	7:00 PM	In Person
Jefferson	02/10/22	6:30 PM	In Person
LaGrange	02/21/22	7:00 PM	In Person
Marcellus	02/15/22	6:00 PM	In Person
Mason	02/08/22	7:00 PM	In Person
Milton	02/08/22	7:00 PM	In Person
Newberg	02/14/22	7:00 PM	In Person
Ontwa	02/14/22	7:00 PM	In Person
Penn	02/14/22	6:30 PM	In Person
Pokagon	02/09/22	7:00 PM	In Person
Porter	02/08/22	7:00 PM	In Person
Silver Creek	02/09/22	7:00 PM	In Person
Volinia	02/14/22	6:30 PM	In Person
Wayne	02/07/22	7:00 PM	In Person
City of Dowagiac			
	02/14/22	7:00 PM	In Person
	02/28/22	7:00 PM	In Person
Villages			
Cassopolis	02/14/22	6:30 PM	In Person
Edwardsburg	02/21/22	7:00 PM	In Person
Marcellus	02/08/22	7:00 PM	In Person
	02/22/22	7:00 PM	In Person
Vandalia	02/14/22	7:00 PM	In Person
Boards & Commissions			
Cass District Library	02/21/22	6:00 PM	In Person
Cass County Cons Dist	02/14/22	3:00 PM	In Person at Council on Aging, Decatur Rd.
Economic Dev Corp	NONE		
Historical Commission	02/10/22	5:00 PM	In Person
Medical Care Facility	02/28/22	10:00 AM	Zoom
Parks Board	02/10/22	9:00 AM	In Person
Planning Commission	02/23/22	4:00 PM	In Person
Road Commission	02/17/22	9:00 AM	In Person
Transportation	02/14/22	8:00 AM	In Person
VanBuren/Cass Dist			
Health Dept	02/09/22	3:00 PM	490 South Paw Paw St., Lawrence, MI
Woodlands	02/22/22	5:00 PM	In Person