



CASS COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING OF THE CASS COUNTY BOARD OF COMMISSIONERS

April 6, 2023

3:30 PM

1. **CALL TO ORDER** – *Chair Jones*
2. **INVOCATION** – *Commissioner Lawrence*
3. **PLEDGE OF ALLEGIANCE** – *Commissioner Lee*
4. **ROLL CALL** - *Clerk/Register Monica McMichael*
5. **PUBLIC COMMENTS** (limit 3 minutes/person)
6. **APPROVAL OF THE AGENDA** – *Commissioner Howie*
7. **UNFINISHED BUSINESS**
8. **NEW BUSINESS**
 - A. **R-47-23** – Resolution Approving and Committing Matching Funds for MEDC Watercraft Grant
 - B. **M-48-23** – Motion to approve purchase of Pioneer Boats 202 Islander from Avalanche Motorsports at a cost not to exceed \$72,697.00 including transportation
9. **ADJOURNMENT**



CASS COUNTY OFFICE OF SHERIFF

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

RICHARD J. BEHNKE, Sheriff

CLINTON D. ROACH, Undersheriff

March 8, 2023

From: Sheriff Richard J. Behnke

To: Matthew Newton, County Administrator

RE: Michigan Economic Development Corporation (MEDC) Grant for Watercraft

We have received confirmation that Cass County has been awarded a grant from the MEDC for the purchase of watercraft for their marine patrols. The grant is in conjunction with Berrien County for \$200,000, \$100,000 each county, for use with their marine patrols. Each county would be responsible for \$10,000 in funds making each project \$110,000. Cass County is the fiduciary for this grant and will receive the funds then disperse them to Berrien County.

This opportunity was presented to us in the Spring of 2022 from Senator Kim LaSata. She submitted the project to the State of Michigan, it was then approved as part of a supplemental budget at the end of FY 2022. We then were advised in late January of 2023 that our project had been approved and to wait for further information. I was informed last week that this project had been finalized and a contract forwarded.

We will need to fund the \$10,000 match for this project. We are looking at purchasing watercraft and motors with this grant.

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

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
GRANT WITH
CASS COUNTY SHERIFF'S OFFICE**

The Michigan Economic Development Corporation (the "MEDC") enters into a binding agreement (the "Agreement") with Cass County Sheriff's Office (the "Grantee"). As used in this Agreement, the MEDC and Grantee are sometimes individually referred to as a "Party" and collectively as "Parties."

Grantee: Cass County Sheriff's Office
321 M-62 North
Cassopolis, Michigan 49031

- I. **NATURE OF SERVICES.** The purpose of this Agreement is to provide funding to the Grantee to support the costs to purchase patrol boats for use on the local lakes in the Michigan Counties of Berrien and Cass (the "Grant Activities").

II. **PERFORMANCE SCHEDULE.**

Starting Date: October 1, 2022

Ending Date: September 30, 2024

The term of this Agreement (the "Term") shall commence on the Starting Date and shall continue until the occurrence of an event described in Section IX of this Agreement.

- III. **INCORPORATION BY REFERENCE.** The following documents are incorporated by reference as binding obligations, term, and conditions of the Agreement.

Exhibit A: Grantee's Budget

In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

IV. **PAYMENT SCHEDULE INFORMATION.**

- A. The MEDC agrees to pay the Grantee a sum not to exceed Two Hundred Thousand Dollars (\$200,000) (the "Grant"). A disbursement of 50% of the funds may be made following Grant Agreement execution and authorization by the Grant Administrator. Additional funds shall only be disbursed after verification that the previous payment has been expended, in full, in accordance with the Agreement.

- B. Payment(s) under this Agreement shall be made by the MEDC to Grantee upon receipt and approval by the Grant Administrator of Grantee's billing statement(s) stating that the work for which payment is requested has been appropriately performed. Grantee shall provide Grantee's billing statement(s) to Grant Administrator or at Grant Administrator's direction. Grant Administrator shall provide Grantee with appropriate submission instructions of Grantee's billing statement(s).
 - C. MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
 - D. The Grantee agrees that all funds shown in the Budget, described in Exhibit A, are to be spent as specified. This Agreement does not commit the MEDC to approve requests for additional funds during or beyond this Grant period.
 - E. Changes in the Budget will be allowed only upon prior review and written approval by the Grant Administrator.
 - F. Grantee's billing statement(s) may be subject to a final audit prior to the release of final payment.
- V. **MEDC GRANT ADMINISTRATOR.** The Grantee must communicate with the MEDC representative named below or his or her designee regarding this Agreement. The Grant Administrator may be changed, at any time, at the discretion of the MEDC.

Kristyn Blackmer (the "Grant Administrator")
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
blackmerk1@michigan.org

VI. **GRANTEE DUTIES.**

- A. The Grantee agrees to submit documentation of the expenditures of funds in accordance with Exhibit A and submit quarterly progress reports in a form and to the satisfaction of the MEDC, that provides at a minimum the status of the project and an accounting of all funds expended on Grant Activities during that quarter.

VII. RELATIONSHIP OF THE PARTIES.

- A. Due to the nature of the services described herein and the need for specialized skill and knowledge of Grantee, the MEDC is entering into this Agreement with Grantee. As a result, neither Grantee nor any of its employees or agents is or shall become an employee of the MEDC due to this Agreement.
- B. Grantee will provide the services and achieve the results specified in this Agreement free from the direction or control of the MEDC as to means and methods of performance.
- C. The MEDC is not responsible for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits, for Grantee or its employees. Grantee assumes full responsibility for the provision of all such insurance coverage and fringe benefits for its employees.
- D. All tools, supplies, materials, equipment, and office space necessary to carry out the services described in this Agreement are the sole responsibility of Grantee unless otherwise specified herein.
- E. Grantee shall retain all control of its employees and staffing decisions independent of the direction and control of the MEDC.

VIII. ACCESS TO RECORDS. During the Term, and for seven (7) years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or their authorized representative at any time during this period.

IX. TERMINATION. This Agreement shall terminate upon the earlier of the following:

- A. The Ending Date.
- B. Termination by the MEDC:
 - 1. By giving thirty (30) calendar days prior written notice to the Grantee in the event of fraudulent behavior or other egregious circumstances directly relating to the Grantee or the Grant Activities not otherwise covered by Section XIX of this Agreement, which would in the judgment of the MEDC CEO, reflect unfavorably on the State of Michigan if the Agreement were not terminated; or
 - 2. In the event that the Legislature of the State of Michigan the State Government, or any State official, commission, authority, body, or employee

or the federal government (a) takes any legislative or administrative action which fails to provide, terminates, or reduces the funding necessary for this Agreement; or (b) takes any legislative or administrative action, which is unrelated to the source of funding for the Grant, but which affects the MEDC's ability to fund and administer this Agreement and other MEDC programs, provided, however, that in the event such action results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of notice to the Grantee; or

3. Pursuant to Section XIX of this Agreement.

- X. **MEDC EMPLOYEES.** The Grantee will not hire any employee of the MEDC to perform any services covered by this agreement without prior written approval from the Chief Executive Officer of the MEDC.
- XI. **CONFIDENTIAL INFORMATION.** Except as required by law, the Grantee shall not disclose any information, including targeted business lists, economic development analyses, computer programs, databases, and all materials furnished to the Grantee by the MEDC without the prior written consent of the MEDC. All information described in this Section shall be considered "Confidential Information" under this Agreement. Confidential Information does not include: (a) information that is already in the possession of, or is independently developed by, Grantee; (b) becomes publicly available other than through breach of this Agreement; (c) is received by Grantee from a third party with authorization to make such disclosures; or (d) is released with MEDC's written consent.
- XII. **PUBLICATIONS.** Except for Confidential Information, the MEDC hereby agrees that researchers funded with the Grant shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses, or dissertations, or otherwise of their own choosing, the methods and results of their research. Grantee shall at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any Inventions (as described in Section XIII) if commercially warranted. Grantee shall submit to the MEDC a listing of articles that Grantee has submitted for publication resulting from work performed hereunder in its quarterly report to the MEDC. Grantee shall acknowledge the financial support received from the MEDC, as appropriate, in any such publication.
- XIII. **INTELLECTUAL PROPERTY RIGHTS.** Grantee shall retain ownership to the entire right, title, and interest in any new inventions, improvements, or discoveries developed or produced under this Grant, including, but not limited to, concepts know-how, software, materials, methods, and devices ("Inventions") and shall have the right to enter into license agreements with industry covering Inventions.
- XIV. **CONFLICT OF INTEREST.** Except as has been disclosed to the MEDC, Grantee affirms that neither the Grantee nor its Affiliates or their employees has, shall have,

or shall acquire any contractual, financial business, or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Grantee or its affiliates or either's employees on behalf of the MEDC would be influenced. Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

- XV. INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE.** The Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its corporate board of directors, its officers, agents, and employees (the "Indemnified Persons") from any damages that it may sustain through the negligence of the Grantee pertaining to the performance of this Agreement.

The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of or as a result of the Grantee's operations; however, Grantee's indemnification obligation shall not be limited to the limits of liability imposed under the Grantee's insurance policies. The Grantee will provide and maintain its own general liability, property damage, and Worker's Compensation insurance. The insurance shall be written for not less than any limits of liability required by law for the Grantee's obligation for indemnification under this Agreement.

- XVI. TOTAL AGREEMENT.** This Agreement, together with Exhibit A incorporated herein, is the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the Parties reduced to writing and signed.

- XVII. ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Any future successors of the Grantee will be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require the Grantee to replace subcontractors who are found to be unacceptable.
- XVIII. COMPLIANCE WITH LAWS.** The Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees, or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits, or other governmental authorizations necessary to carry out its duties under this Agreement.
- XIX. DEFAULT.** The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by the MEDC: (a) any representation, covenant, certification, or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification, or warranty was made in any material respect; (b) the Grantee's failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of the Grantee's assets, which receiver or custodian is not discharged within sixty (60) calendar days of such appointment; (c) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee; (d) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof; (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of the Grantee, which is not removed within sixty (60) calendar days. (f) the Grantee's failure to comply with the reporting requirements hereof; (g) the Grantee's failure to comply with any obligations or duties contained herein; and on (h) Grantee's use of the Grant funds for any purpose not contemplated under this Agreement.
- XX. AVAILABLE REMEDIES.** Upon the occurrence of any one or more of the Events of Default, the MEDC may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.
- XXI. REIMBURSEMENT.** If this Grant is terminated as a result of Section XIX(h) hereof, the MEDC shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse the MEDC for disbursements of the Grant determined to have been expended for purposes other than as set forth herein as well as any Grant funds, which were previously disbursed but not yet

expended by the Grantee.

XXII. NOTICES. Any notice, approval, request, authorization, direction, or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered by electronic mail or by confirmed facsimile; (b) on the delivery date if delivered personally to the Party to whom the same is directed; (c) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) Three business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage, and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's facsimile number or electronic mail address, to be as reasonably identified by notifying Party. The MEDC and Grantee may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

XXIII. ACCESS TO RECORDS AND INSPECTION RIGHTS. During the Term, there will be frequent contact between the Grant Administrator and the Grantee. Until the end of the Term, to enable the MEDC to monitor and ensure compliance with the terms of this Agreement, the Grantee shall permit the MEDC to visit the Grantee, and any other location where books and records of the Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant disbursements; provided, however, that such audit right shall survive the end of the Term by three (3) years. At such visits, the Grantee shall permit any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances, and accounts of the Grantee related to this Agreement with its officers, employees, or agents. The MEDC shall have the right to remove, photocopy, photograph, or otherwise record in any way any part of such books and records with the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

XXIV. GOVERNING LAW. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The terms of this provision shall survive the termination or cancellation of the Agreement.

XXV. COUNTERPARTS AND COPIES. The Parties hereby agree that the faxed signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the Parties. Copies (whether photostatic, facsimile or otherwise) of this Agreement may be made and relied upon to the same extent as

though such copy was an original.

XXVI. JURISDICTION. In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim; (a) that it is not subject to the jurisdiction of such court; (b) that the action is brought in an inconvenient forum; (c) that the venue of the suit, action, or other proceeding is improper; or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

XXVII. SEVERABILITY. All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

XXVIII. PUBLICITY. At the request and expense of the MEDC, the Grantee will cooperate with the MEDC to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage, or other public presentation at the project or other location acceptable to the Parties.

XXIX. SURVIVAL. The terms and conditions of sections VII, VIII, XI, XV, XVII, XXIV, XXVI, and XXVII shall survive termination of this Agreement.

(remainder of page intentionally left blank)

Execution Copy

The signatories below warrant that they are empowered to enter into this Agreement.

GRANTEE ACCEPTANCE:

Cass County Sheriff's Office

Dated: 3-6-2023



Richard J. Behnke
Sheriff

MEDC ACCEPTANCE:

Michigan Economic Development Corporation

Dated: _____

Christin Armstrong
Secretary

EXHIBIT A
GRANTEE'S BUDGET

Michigan Enhancement Grant Project Budget

1. Grantee: Cass County Sheriff's Office		2. Project Title: Marine Patrol Boat/Dive Boats			
3. Project Cost Elements		4. Funding Sources State of Michigan, Cass County Michigan and Berrien County Michigan			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Equipment:	Cass County Patrol/Dive Boats	\$100,000	\$10,000		\$110,000
Equipment:	Berrien County Patrol/Dive	\$100,000	\$10,000		\$110,000
Total		\$200,000.00	\$20,000.00	\$-	\$220,000.00

CASS COUNTY BOARD OF COMMISSIONERS

R-47-23

A RESOLUTION TO APPROVE AND COMMIT MATCHING FUNDS FOR MEDC GRANT FOR MARINE PATROL WATERCRAFT

WHEREAS, the Cass County Sheriff's Office has been awarded a grant from the Michigan Economic Development Corporation (MEDC) for the purchase of watercraft for Marine Patrol; and

WHEREAS, the grant was awarded in conjunction with Berrien County for \$200,000.00, with \$100,000.00 being available for each county's use; and

WHEREAS, Cass County shall serve as the fiduciary for the grant and will receive and distribute funds for both Cass County and Berrien County; and

WHEREAS, the grant requires a 10% matching contribution from each participating County; and

WHEREAS, the total project budget including the matching contribution will provide \$110,000.00 towards the purchase of Marine Patrol watercraft.

NOW, THEREFORE, BE IT RESOLVED by the Cass County Board of Commissioners to approve the MEDC Watercraft Grant and commit \$10,000.00 in matching funds as required under the grant agreement.

BE IT FURTHER RESOLVED to approve corresponding FY 23 Budget amendments attached as Exhibit A.

ADOPTED THIS 6th DAY OF APRIL 2023

ATTEST:

Monica McMichael, Clerk/Register
COUNTY OF CASS

Jeremiah Jones, Chair
CASS COUNTY BOARD OF COMMISSIONERS

EXHIBIT A

ACCOUNT #	FUND/DEPT	ACCOUNT NAME	CAUSE	R = REVENUE E = EXPENSE	INCREASE	DECREASE
Unassigned	Marine Law Enforcement	Grant Revenue	MEDC Grant Awarded	R	\$200,000.00	
Unassigned	Marine Law Enforcement	Grand Expenditure	Boat	E	\$110,000.00	
Unassigned	Marine Law Enforcement	Grant Expenditure	Berrien County Expenditures	E	\$100,000.00	
101-000-699.050	General Fund	Fund Balance Allocation	MEDC Grant Match	R	\$10,000.00	



CASS COUNTY OFFICE OF SHERIFF

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

RICHARD J. BEHNKE, Sheriff

CLINTON D. ROACH, Undersheriff

April 4, 2023

Matt Newton, County Administrator

Richard J. Behnke, Sheriff

RE: Marine Grant (MEDC)

I appreciate the BOC taking the time for special meeting to consider this rare and unusual opportunity.

Part of the grant is to purchase a new patrol boat. This will be the first new boat since 2006. We have been checking with Marinas on a specific boat to serve the needs of the Marine Division. We have checked local marinas which included Gull lake in Richland, Michigan, B&E marine in Michigan City Indiana and received quotes on three boats that may be delivered this year. After further research we found a boat that fit our needs in North Carolina at Avalanche marina. Avalanche's price was much lower than comparable boats we checked in the immediate area. Avalanche's boat is also in stock and deliverable for use this year. With both price and availability, we recommend going with the boat from Avalanche Motorsports. Avalanche has agreed to hold the boat for us but for a limited time.

Regarding the balance of the grant of approximately \$40,000. We need equipment to outfit this boat and update equipment on the rest of the fleet. There is approximately \$3,000 of additional equipment on the new boat that includes a lightbar and lettering. We are also in need of updating motor in the fleet which are approximately \$9,900. We will be approaching the BOC for approval on these other updates once this boat purchase is complete.

This is a rare opportunity to take advantage of this unusual funding source. I understand it was not a product of the conventional grant process and created some issues. At no time have we committed to purchase anything or commit county funds to move forward without board approval. We are grateful to have this opportunity to update a need that has been on our list for many years.

Search...



Map & Hours



(/locations)



(tel:+1(252) 946-0920)



(/)

2023 Pioneer Boats 202 Islander

This is Getting Noticed! 10 people viewed in last 7 days

Call for Price



Key Features

Question?

Click here to chat with us

X

New/Used

TEXT US X

New

ONLINE - Click here to chat!

Availability

In Stock

Location

Avalanche Motorsports

Primary Color

BLACK

Stock #

23PION202BLK_679

VIN

FVZH5233K223

Condition

Excellent

Additional Details (additional detail cell)

Product Features



Dealer Notes

WE OFFER THE BEST PRICING UPFRONT!!! NO HAGGLE. NO \$\$\$\$ DOWN. LARGEST SELECTION. SKIP THE HIGH PRESSURE SALES TACTICS AT THE BOATS SHOWS. PRICES ARE ALWAYS LOW @ AVALANCHE MOTORSPORTS!!!

EXTREMELY LOW PAYMENTS AROUND \$515/MO FOR 240 MONTHS!!!

AVALANCHE MOTORSPORTS IS THE LARGEST SEA FOX AND FASTEST GROWING CAROLINA SKIFF DEALER IN THE NATION!!! WE ALSO CARRY BULLS BAY, AVENGER, CLEARWATER, RELEASE, AND MANITOU BOATS. OUR ABILITY TO SELL AT HIGH VOLUMES AND STILL MAINTAIN A HIGH LEVEL OF CUSTOMER SATISFACTION IS WHAT SETS AVALANCHE MOTORSPORTS APART FROM OTHER TOP DEALERS.

FINANCING IS A LOST ART FOR MOST BOAT DEALERS. WE WORK DIRECTLY WITH ALL THE MAJOR MARINE LENDERS MEANING APPROVALS AS FAST AS 30 MINUTES. WE CLOSE 90% OF OUR APPROVALS. WE HAVE \$0 DOWN PROGRAMS AND TERMS UP TO 240 MONTHS. OUR JOB IS TO STREAMLINE THIS PROCESS AND ASK AS LITTLE OF OUR CUSTOMERS AS POSSIBLE. BUYING A BOAT SHOULD NOT BE AN ALL DAY EVENT AND WE TRY TO AVOID THAT AT ALL COST.

WITH NEW BOAT PURCHASES WE REALIZE OUR CUSTOMERS ARE HIGHLY EDUCATED AND HAVE

Question?

Click here to chat with us

X

ONLINE - Click here to chat!

SHOPPED THE COMPETITION SUCH AS SEA HUNT, SPORTSMAN, KEY WEST, TIDEWATER, ROBALO, SCOUT, MAKO, GRADY WHITE, BOSTON WHALER, CAPE HORN & MORE. WE ENCOURAGE THIS AND KNOW THAT IT'S NOT ALWAYS ABOUT WHAT YOU'RE PURCHASING BUT WHO YOU PURCHASE FROM. EXPERIENCE THE DIFFERENCE. EXPERIENCE THE AVALANCHE WAY!!!

AS EQUIPPED

SUZUKI 200 (WHITE)

3X14 3/4 X 23 SUZUKI PROP

FULL HULL COLOR (BLACK)

DELUX HARD TOP RADIO BOX SPREADER LIGHTS

WHITE POWDER COAT

JL AUDIO STEREO 4 SPEAKER

DUAL BATTERY SWITCH

RAW WATER WASH DOWN

FRESH WATER WASH DOWN

TRIM TABS

LOADRITE ALUMINUM TRAILER

OVERVIEW



PRODUCT SPECS



(/)



(<https://www.facebook.com/avalanchemotorsports>)



(https://www.youtube.com/channel/UCrvv_I_4XBR0OuHv-j8Hzwg)

HOME

Question?

Click here to chat with us

X

TEXT US X

BROCHURES

ONLINE - Click here to chat!

INVENTORY

FINANCING

SERVICES

CONTACT US

© 2023 Avalanche Motorsports - Powered by ARI
Network Services - ARI Responsive Websites
(<https://arinet.com/>)

[Terms & Conditions \(/termsandconditions\)](/termsandconditions/) |
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[Accessibility \(/accessibility\)](/accessibility/) | [Site Map \(/sitemap\)](/sitemap/)

TEXT US X

Question?
Click here to chat with us

X



ONLINE - Click here to chat!

Re: Pioneer Islander

ljones . <ljones@avalanche-motors.com>

Tue 3/28/2023 12:44 PM

To: Mike Luna <MikeL@cassco.org>

Mike, good talking with you!

Base Price MSRP- \$67,999 w trailer Suzuki 200ATXW

Garmin 8610XSV WITH TRANSDUCER- \$2,998

WITH TAX TAG AND REG IN MI- OTD PRICE--**\$70,997**

Luke Jones

PH 252-946-0920

FX 252-946-1248

www.Avalanche-Motors.com

[FACEBOOK](#)

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On Tuesday, March 28, 2023 at 12:34:00 PM EDT, ljones . <ljones@avalanche-motors.com> wrote:

[Inventory Unit Detail Avalanche Motorsports Washington, NC \(252\) 946-0920 \(avalanche-motors.com\)](#)

WE OFFER THE BEST PRICING UPFRONT!!! NO HAGGLE. NO \$\$\$\$
DOWN. LARGEST SELECTION. SKIP THE HIGH PRESSURE SALES
TA...

Luke Jones

PH 252-946-0920

FX 252-946-1248

www.Avalanche-Motors.com

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B & E Marine, Inc.
31 Lake Shore Drive
Michigan City IN 46360
219-879-8301 (P)
219-879-8388 (F)

PURCHASE AGREEMENT

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase, the Vessel described below subject to the terms and conditions stated on all pages herein and schedules ("Schedules") as set forth below (collectively, the "Agreement"). The undersigned Purchaser agrees that he/she has read and understands the terms, conditions, and limitations of liability as set forth on the attached Schedules. This Agreement is not binding on Seller unless signed by a duly authorized representative of Seller and the Initial Deposit 1 clears Seller's bank account.

Purchaser Information					
Purchaser(s): Cass County Sheriff Department				Contract Date: Mar 29, 2023	
Address: 321 M-62		Home Phone:		Work Phone:	
City, State, Postal Code: Cassopolis MI 49031		Email: mikel@cassco.org			
Vessel Information					
Boat Information		Engine Information		Serial # / (Model if Outboard)	
Make: Boston Whaler	Length: 21ft 0in	Engine Make: Mercury	Engine1 #: Model:	Make: Magic Tilt	
Model: 210 Montuak	Stock #: 2024210MTKORDER	Engine Model: 150 XL EFI 4-Stroke	Engine2 #: Model:	Model: BWT-5000-TDB10-78-ST	
Year: 2024	Condition: New	# of Engines: 1	Engine3 #: Model:	Year: 2024	
Hull Identification:		HP (single): 150	HP (combined): 150	Engine4 #: Model:	VIN / Serial #:
Notes / Comments			Transaction Information		
Pricing includes a 5% increase from 2023 model year. Boat would be ordered and built as a 2024. We will adjust the price once we get the 2024 pricing released to us.			BASE RETAIL PRICE: \$102,900.00 USD		
			MANUFACTURER OPTIONS: _____		
			DEALER OPTIONS: _____		
			TRAILER: _____		
			RIG / PREP / FREIGHT: _____		
			TOTAL RETAIL PRICE: \$102,900.00 USD		
			DISCOUNT / PROMOTIONS: _____		
			SALES PRICE: \$102,900.00 USD		
			PRODUCT PROTECTION: _____		
			TOTAL PURCHASE PRICE: \$102,900.00 USD		
			LESS TRADE-IN ALLOWANCE: _____		
			NET PURCHASE PRICE: \$102,900.00 USD		
			STATE SALES TAX (____%): _____		
			OTHER TAX: _____		
			TITLE / REGISTRATION FEE: _____		
			DOCUMENTATION FEE: _____		
			DEALER / PROCESSING FEE: \$200.00 USD		
			SUB-TOTAL: \$103,100.00 USD		
			INITIAL DEPOSIT(S): _____		
			PLUS BALANCE DUE ON TRADE: _____		
			APPROVED FINANCE AMOUNT: _____		
			BALANCE DUE AT DELIVERY: \$103,100.00 USD		
Trade-In Information (subject to Schedule A Terms and Conditions)					
Year:	Make:	Model:			
Hull ID / VIN:		Engine:			
Other:					
Trade-In Allowance:		Balance Due on Trade:		Trade Equity:	
Sales / Delivery Information					
Seller: B & E Marine, Inc.		Sales Agent: Chris Cipares		Cooperating Agent (if any):	
Delivery Location:		Estimated Delivery Date:			
Deposit(s)					
Deposit 1 Amount:	Deposit 2 Amount:	Deposit 3 Amount:	Deposit 4 Amount:		
Date Received:	Date Received:	Date Received:	Date Received:		
Financing (subject to Schedule A Terms and Conditions)					
Subject to Financing: Yes ☐ No ☒		Accept/Reject Date:		Finance Company:	

Schedules: (A) Terms and Conditions; (B) Dealer & Manufacturer Options

Authorized Officer of Seller

Purchaser Signature

Co-Purchaser Signature

Date

Date

Date

SCHEDULE A

TERMS AND CONDITIONS

The sale of the Vessel to Purchaser shall be subject to the following terms and conditions:

1. **Payment Terms.** Purchaser shall pay for the Vessel as provided in this Agreement. All payments will be in U.S. Dollars and made by wire transfer and will not be credited to Purchaser until deposited and cleared into Seller's account. Time is declared to be of the essence of this paragraph only.

2. **Title Transfer.** Title to the Vessel shall pass to Purchaser only when the Balance Due at Delivery has been deposited and cleared into Seller's account or upon Seller's acknowledgment in writing of other satisfactory financial arrangements in lieu of the Balance Due.

3. **Delivery; Delivery Date; Conditions to Closing.** Delivery will be made at Seller's place of business, unless otherwise agreed by Seller in writing. The Estimated Delivery Date is subject to Seller's ability to obtain the Vessel from the manufacturer and the non-occurrence of force majeure events such as, for example and without limitation, war, terrorism acts, strikes, accidents, tropical storms, hurricanes, natural disasters, or other causes beyond Seller's control ("Force Majeure"). If a Force Majeure event occurs, the delivery terms (and all time periods referred to in this Agreement) will be considered extended by as many work days as necessary, or if the Force Majeure causes a total or constructive loss of the Vessel, then this Agreement will be deemed terminated, the respective rights and obligations of each party will cease to exist and be of no further force and effect and neither party shall be entitled to, and hereby waives, any claim for specific performance, damages, compensation, interest, or any other claims whatsoever. If Purchaser is a corporate, partnership, trust, or other entity, Purchaser shall at least three (3) days prior to Closing provide, in a form satisfactory to Seller: (a) proof that Purchaser is in good standing under the laws of the state or government under which Purchaser has been formed; (b) a consent action or resolution demonstrating Purchaser's duly authorized decision to purchase the Vessel; and (c) a power of attorney demonstrating the authority of the individual accepting the Vessel.

4. **Sales and Use Tax.** Seller, its employees, officers and agents have made no representations or warranties, and Purchaser agrees that it has not and will not rely on any, representations or warranties regarding the applicability of sales tax to this transaction. Purchaser is responsible for paying any and all applicable sales and property taxes at Closing unless Purchaser provides proof acceptable to Seller that (i) no sales tax is due and payable upon the transaction, and (ii) Purchaser has taken all steps and executed all documents in a form acceptable to Seller to ensure that Purchaser is exempt from paying such sales tax. Sales tax on the Vessel is estimated on the face hereof and is subject to change without notice. In the event any taxes, state or federal, become due on the purchase, the Purchaser hereby agrees to pay such tax to the respective governmental authority or to Seller in the event the Seller is required to pay the taxes on Purchaser's behalf.

5. **Price.** The Purchase Price for the Vessel if not in inventory is based upon information provided to Seller by the manufacturer of the Vessel. Seller is not obligated to sell the Vessel at the Purchase Price if the manufacturer later increases its price to Seller. Seller shall advise Purchaser of any price change after the date of this Agreement. Purchaser shall have five (5) days from notification of price change to cancel the Agreement by giving written notice to Seller. Purchaser's failure to cancel the Agreement will operate as Purchaser's acceptance of the price change and Seller will rely upon that acceptance to proceed with accepting delivery of the Vessel from the manufacturer.

6. **Acceptance of Manufacturer Specifications.** Purchaser understands and acknowledges that the Vessel and its components are built to manufacturer's plans and specifications, in manufacturer's sole discretion with respect to construction methodology and practice as well as systems designs, including, without limitation, specifications for hull structure, mechanical systems, electrical systems and hull design ("Manufacturer Specifications"). Purchaser accepts the Manufacturer Specifications in full. The interpretation and implementation of the Manufacturer Specifications will be in accordance with manufacturer's standards, and not pursuant to any classification society or trade association's standards or similar codes except if, and as, specifically set forth in the Manufacturer Specifications. All statements regarding performance, including, without limitation, speed, handling, or fuel consumption made by Seller, manufacturer, or any other person, or contained in advertisements, brochures or other publications ("Statements") are estimates and are not guaranteed as each vessel's overall performance will vary depending upon the operator of the vessel, added equipment, and other factors.

7. **THE WARRANTY ON THIS VESSEL IS GIVEN SOLELY BY THE MANUFACTURER.** PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT: (a) THE VESSEL IS WARRANTED SOLELY BY THE VESSEL MANUFACTURER AND ITS COMPONENTS ARE WARRANTED SOLELY BY THE MANUFACTURER OF PARTS AND EQUIPMENT SUPPLIED TO THE VESSEL MANUFACTURER BY OTHERS IN ACCORDANCE WITH PUBLISHED WARRANTIES PURCHASER SHALL RECEIVE AT TIME OF PURCHASE; (b) SELLER DOES NOT PROVIDE ANY WARRANTIES AS THE WARRANTIES OF THE MANUFACTURER AND SUPPLIERS ARE THE SOLE AND EXCLUSIVE WARRANTIES, EITHER EXPRESS OR IMPLIED; (c) ANY AFFIRMATION OF FACT OR PROMISE, WRITTEN OR VERBAL, MADE BY SELLER WILL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY THAT THE VESSEL WILL CONFORM TO THE AFFIRMATION OR PROMISE; (d) ANY DESCRIPTION OF VESSEL IS FOR THE SOLE PURPOSE OF IDENTIFYING IT AND WILL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY THAT THE VESSEL WILL CONFORM TO THE SAMPLE OR MODEL; (e) NO AFFIRMATION, PROMISE, DESCRIPTION, OR BROCHURE, OR MODEL WILL BE DEEMED PART OF THE BASIS OF THE BARGAIN; (f) THE SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO EXPRESS OR IMPLIED WARRANTY THAT THE VESSEL WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE; (g) SELLER HEREBY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY; (h) IN NO EVENT WILL SELLER BE LIABLE TO PURCHASER FOR ANY DAMAGE ARISING FROM PURCHASER'S PURCHASE AND USE OF SAID VESSEL, INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES; (i) PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM ARISING FROM A DEFECT IN THE VESSEL OR ITS COMPONENTS SHALL BE PURSUANT TO THE TERMS AND CONDITIONS OF THE APPLICABLE PUBLISHED WARRANTIES; (j) A COPY OF THE MANUFACTURER'S LIMITED WARRANTY IS ATTACHED HERETO AND THAT COPIES OF THE ENGINE, TRANSMISSION AND COMPONENT WARRANTIES HAVE BEEN MADE AVAILABLE TO PURCHASER FOR REVIEW; AND (k) IN THE EVENT THAT THE VESSEL IS A DEMONSTRATOR VESSEL, USED FOR COMMERCIAL PURPOSES, CHARTER PURPOSES, OR HAS BEEN PREVIOUSLY OWNED, PURCHASER ACKNOWLEDGES THAT IT IS PURCHASING THE VESSEL "AS IS" AND "WITH ALL FAULTS" AND THAT NO WARRANTIES, INCLUDING WITHOUT LIMIT THOSE FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSED OR IMPLIED. If the Vessel is to be used in charter service, Purchaser warrants that he/she/it has sought and obtained advice from competent counsel and is not relying on any representations made by Seller.

8. **Indemnification.** Purchaser hereby releases, indemnifies, and holds harmless Seller, its officers, directors, shareholders, salespersons, employees and agents from and against: (a) any loss, damage, liability, legal action or claim of whatever nature arising out of this Agreement and other relationships provided for in this Agreement, including, without limitation, any such loss, damage, liability, legal action or claim arising out of any misrepresentation or breach of any representation, warranty or covenant herein by Purchaser of any representation, warranty, or covenant set forth in this Agreement; and (b) any taxes that may become due as a result of the sale of the Vessel or incurred under, or imposed by any provision of federal, state, or local law or regulation, or common law. This paragraph survives beyond the Closing and delivery of the Vessel, or other termination/expiration of this Agreement.

9. **Default; Liquidated Damages; Limitations.** Neither party shall be liable to the other for special, exemplary, consequential, or incidental damages under any circumstances or for any reason related to this Agreement. If Seller is unable to deliver the Vessel as set forth herein, Seller shall refund all deposit monies

Initials: Purchaser: _____ Co-Purchaser: _____

paid by Purchaser, which will be Purchaser's sole and exclusive remedy. If Purchaser (i) refuses to take delivery, (ii) pay any balance when due under the terms of this Agreement, or (iii) otherwise fails to perform as set forth herein, Purchaser shall be deemed to be in default under this Agreement ("Default"). As consideration for entering into this Agreement, in the event of Default, Seller shall be deemed to have the right to cancel this Agreement without further notice and retain the Deposit as liquidated and agreed damages in full settlement of all claims. Purchaser agrees to pay Seller's reasonable attorney's fees incurred in the enforcement of any of the obligations of Purchaser or in the protection or enforcement of any Seller's rights hereunder.

10. Choice of Law; Venue. This Agreement will be governed by and construed exclusively under the laws of the state in which the head office of the Seller is located, without regard to conflicts-of-laws principles that would require the application of any other law. Any proceeding arising out of or relating to this Agreement will be brought in the courts of the state and county where Seller's head office is located, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court

11. Assignment. Purchaser may not assign this Agreement without Seller's prior written consent. If consent is given by Seller, Purchaser acknowledges and agrees that it shall remain bound by this Agreement.

12. Operating Proficiency of Purchaser: Purchaser represents that, prior to the delivery of the Vessel, he or she shall have received sufficient instruction or training to operate Vessel. To the extent that Seller provides any information concerning the Vessel, it shall not be deemed sufficient for the operation of the Vessel. Purchaser accepts full responsibility for the operation of the Vessel. Purchaser shall indemnify, defend and hold Seller, its shareholders, officers, directors and employees harmless against all claims arising from the operation or use of the Vessel once it is owned by Purchaser. In the event any action or proceeding is brought against Seller by reason of any such claim, Purchaser, upon notice from Seller, shall defend it at Purchaser's expense by counsel satisfactory to Seller.

13. Financing. This paragraph only applies if so indicated in the Subject to Financing Contingency section of the information box. Purchaser will have until the Financing Accept/Reject Date (as written in the information box) to review financing options. If Purchaser determines, in its discretion, that it is not satisfied with its financing options, it must deliver written notice of rejection to Seller on or before the Financing Accept/Reject Date set forth above. If Purchaser fails to give written notice of its acceptance, **Purchaser will be deemed to have accepted the financing**. If Purchaser accepts or is deemed to have accepted the financing, the financing contingency shall be waived, the deposits shall be deemed non-refundable, and Purchaser shall proceed to purchase the Vessel pursuant to the terms of this Agreement. If Purchaser delivers a timely rejection notice, (i) the Seller shall return all deposits to Purchaser, (ii) this Agreement will terminate, and (iii) the parties will be released from any further liability hereunder. Purchaser must provide Seller with a complete and accurate credit application and all required supporting documents.

14. Trade Vessel. If a portion of the Purchase Price includes an allowance for a trade-in-vessel ("Trade Vessel"), such allowance is conditioned upon (A) the Trade Vessel being in good condition, ordinary wear and tear excepted, and free and clear of any survey deficiencies, liens, duties, taxes and other encumbrances; and (B) the nonoccurrence of any damage or events that may materially affect the value of the Trade Vessel (i.e. grounding of the Trade Vessel). Seller will survey the Trade Vessel at its expense (at the risk of Purchaser) and Purchaser shall correct all survey deficiencies in a timely manner, which will be a condition precedent to Seller's obligation to provide Purchaser with the Trade Allowance (above). If all survey deficiencies are not properly corrected by Purchaser in the sole discretion of Seller, Seller may, at its sole discretion, either reject the Trade Vessel or adjust the Trade Allowance based upon survey deficiencies not corrected by Purchaser. If Seller elects to reject the Trade Vessel, the Agreement shall terminate, Seller shall return all deposit monies paid by Purchaser, and both parties shall be released from further liability hereunder. Purchaser represents and warrants that the Trade Vessel is solely owned by Purchaser and is free and clear of any and all encumbrances, excise taxes, other applicable taxes, customs' duties, tariffs, security interests, maritime and common law liens, regardless of jurisdiction, except as otherwise specifically noted herein. Purchaser shall, as a condition precedent to Closing, (a) deliver to Seller satisfactory evidence of title and proof of payment of all encumbrances, excise taxes, other applicable taxes, customs' duties, tariffs, security interests, maritime and common law liens; (b) disclose to Seller all known defects, damages, and prior accidents in the Trade Vessel; and (c) agree to immediately execute and deliver to Seller such documents of title as are necessary to enable Seller to sell the Trade Vessel to a third party purchaser. Unless otherwise agreed in writing, Purchaser shall deliver the Trade Vessel to the Delivery Location on the date of Closing, together with all gear, machinery, equipment, tenders, toys, fuel and other consumables as existed on the date of this Agreement. Purchaser shall not modify the Trade Vessel without Seller's written consent. Upon execution of the Agreement, Purchaser will not make any use of the Trade Vessel pending Closing except to move the Trade Vessel to the Delivery Location and the location of the survey and trial run as designated by Seller. Purchaser will bear the risk of loss or damage to the Trade Vessel prior to closing. If the Trade Vessel is damaged subsequent to this Agreement, Seller may terminate the Agreement, return all monies paid by Purchaser, and both parties shall be released from further liability.

15. Miscellaneous. (a) **Waiver.** No claim or right arising out of this Agreement can be waived or discharged by one party, in whole or in part, unless in writing nor shall any waiver be applicable except in the specific instance for which it is given. (b) **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter; supersedes all prior and contemporaneous discussions, understandings, or agreements, whether written or oral, between the parties with respect to its subject matter; and may not be amended, supplemented, or otherwise modified, unless duly executed by or on behalf of each party (in the case of Seller, by an officer of Seller). (c) **Binding Effect.** This Agreement is binding upon, inures to the benefit of, and is enforceable by the parties to this Agreement and their respective successors and authorized assigns. (d) **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (i) such provision will be fully severable; (ii) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision, or by its severance herefrom; and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible. (e) **Counsel.** The Purchaser has had an opportunity to consult with counsel of his choice prior to signing this Agreement. Any paragraph headings herein are for convenience of reference only and will not be deemed to be part of the substance of this Agreement. (f) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original. (g) **Notices.** All notices shall (i) be in writing, (ii) shall be delivered to Purchaser at the address in the info box and to Seller at the address below, (iii) shall be sent by overnight courier, facsimile, or email with proof of delivery retained, and shall be effective upon delivery. (f) **HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, THE PARTIES IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM EITHER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE YACHT.** This paragraph survives Closing and termination/expiration of this Agreement.

I/we have read the above and agree that these terms and conditions are an integral part of this contract.

Purchaser Signature

Co-Purchaser Signature

Date

Date

Initials: Purchaser:_____ Co-Purchaser:_____

SCHEDULE B
DEALER & MANUFACTURER OPTIONS

Dealer Options		Manufacturer Options	
		2023 OPTIONS (will adjust when 2024 Options are released)	
		White Hull White Underside of Hardtop Red Graphics White Frame Color Black Canvas 200 XLV6 (DTS) 4-Stroke Mercury Engine(fuel separators) Low Profile Bow Rail Low Profile Stern Rail Fiberglass Hardtop (dome light (red and white), Life jacket storage, rod holders (4) 9" Simrad NSX Electronics/Navigation Package Console Cover Inland Freight	
Dealer Options Total:		Manufacturer Options Total:	

Initials: Purchaser:_____ Co-Purchaser:_____



Closing Statement

B & E Marine, Inc.
31 Lake Shore Drive
Michigan City IN 46360
219-879-8301 (P)
219-879-8388 (F)

Buyer/Seller Information

Buyer(s): Cass County Sheriff Department
Address: 321 M-62 Cassopolis MI 49031 United States
Seller(s): B & E Marine, Inc.
Address: 31 Lake Shore Drive Michigan City IN 46360 United States

Vessel Information

Vessel		Addtl Unit 1		Addtl Unit 2	
Make:	<u>Boston Whaler</u>	Make:	<u>Magic Tilt</u>	Make:	<u></u>
Model:	<u>210 Montuak</u>	Model:	<u>BWT-5000-TDB10-78-ST</u>	Model:	<u></u>
Year:	<u>2024</u>	Year:	<u>2024</u>	Year:	<u></u>
Length:	<u>21ft 0in</u>	Hull/VIN #:	<u></u>	Hull/VIN #:	<u></u>
Vessel Name:	<u></u>	Unit Type:	<u>TRAILER</u>	Unit Type:	<u></u>
Hull #:	<u></u>	Value:	<u></u>	Value:	<u></u>
Registration:	<u></u>				
USCG:	<u></u>	Trade-In:	<u></u>		

Transaction Information

Base Retail Price: \$102,900.00 USD
Manufacturer Options:
Dealer Options:
Trailer:
Rig / Prep / Freight:
Total Retail Price: \$102,900.00 USD
Discount / Promotions:
Sales Price: \$102,900.00 USD
Product Protection:

Total Purchase Price: \$102,900.00 USD
Less Trade-in Allowance:
Net Purchase Price: \$102,900.00 USD
State Sales Tax (____%):
Other Tax:
Title / Registration Fee:
Documentation Fee:
Dealer / Processing Fee: \$200.00 USD

Sub-Total: \$103,100.00 USD
Initial Deposit(s):
Plus Balance Due on Trade:
Approved Finance Amount:
Balance Due at Delivery: \$103,100.00 USD

NOTES/COMMENTS

Pricing includes a 5% increase from 2023 model year.
Boat would be ordered and built as a 2024.

We will adjust the price once we get the 2024 pricing released to us.

Agreed and Accepted By

BUYER

Signature: _____
Date: _____

Signature: _____
Date: _____

SELLER

Signature: _____
Date: _____

GULL LAKE MARINE CENTER INC

12485 EAST D AVENUE
RICHLAND, MI, 49083
Phone: 269-629-4507

Date	Stock	SQ #	Sales Quote		Sales Person		Customer Number
20 JAN 2023		3244			BRANDON VANMEEKEREN		(24601)
Buyer			Home Phone	Mobile Phone	Email		
CASS COUNTY SHERIFF'S OFFICE			708-653-1982		MIKEL@CASSCO.ORG		
Address			City		State	Postal	
321 M-62			CASSOPOLIS		MI	49031	
CO-Buyer			Home Phone	Mobile Phone	CO-Buyer Email		
Description of Purchase							
Year	Manufacturer	Brand	Model		Type	New/Used	Hull #
2023	PIONEER	PIONEER	202 ISLANDER		CC	NEW	
Engine Make		Model		HP	Year	Serial #	Stock # Price
Trailer Make		Model			Year	Serial #	Stock # Price
Inclusion Make		Brand	Model		Year	Serial #	Stock # Price
Manufacturer Options				Dealer Options			
M1	REFER TO BUILD SHEET		0.00	D1	RLD PICK UP		0.00
M2	ON WATER ORIENTATION		0.00	D2	FULL OF FUEL		0.00
M3	CUSTOMER PLUS PROGRAM		0.00	D3	DETAIL		0.00
				FP	FINAL PREP		0.00
				D4	ORDERED PIONEER 202 ISLANDER		0.00
				D5	ORDERED VENTURE VATB-3625		0.00
Description of Trade-In							
Year	Make	Model		Type	Approx. Payoff		
ALL TRADE VALUES SUBJECT TO ADJUSTMENT IF CONDITION/EQUIPMENT ARE NOT AS REPRESENTED ON TRADE-IN AGREEMENT.							
Comments				List Price \$ 86,945.00			
Signature of Buyer				Date	Dealer Discount \$ 4,751.00		
Signature of Co-Buyer				Date	Selling Amount \$ 82,194.00		
Dealer or Authorized Signature				Date	Trade Allowance \$ 0.00		
				Approved By	Documentation Fee \$ 230.00		
					Taxable Amount \$ 82,424.00		
					Tax \$ 0.00		
					License/Title Fee \$ 150.00		
					Est. Trade Payoff \$ 0.00		
					Total \$ 82,574.00		
					Deposit \$ 0.00		
					Final Balance \$ 82,574.00		



FIRST ON THE WATER SINCE 1911

RICHLAND | BAYSIDE | GRAND RAPIDS | SOUTH HAVEN

RICHLAND

10261 M-89 Highway

Richland, MI 49083

269.629.4507

www.GullLakeMarineRichland.com

Estimate: R2219 GULL LAKE
MARINE RLD NEW,

Estimate: R2219

Customer Name: 301 - GULL LAKE

MARINE RLD NEW

Address:

Phone#(res):

Phone#(bus):

Cell Phone:

Email: maryg@gulllakemarine.com

Date In: 16 FEB 23

Promised Date:

Purchased Date:

Delivery Date:

Author: JBASHORE

Stock No:

Year:

Manufacturer:

Brand:

Model:

Exterior Color:

Hull#:

Chassis#:

License#:

Engine Ser1:

Engine Ser2:

Job #GARMIN - External

INSTALL GARMIN 923XSV ON 2023 PIONEER ISLANDER 202.

STOCK NUMBER WAS NOT PROVIDED

QUOTE IS NOT GARENTEED AFTER 15 DAYS.

Labor

Code	Description	Hours	Rate	Total
LABOR	TECH LABOR	2.50	178.00	445.00

Parts

Part #	Description	Qty	Price	Total
322-0100236602	GPSMAP 923XSV WORLDWIDE	1	1,499.99	1,499.99

Other Services

Code	Description	Qty	Price	Total
HW22	ENVIRONMENTAL FEES	1	35.00	35.00
SS22	SHOP SUPPLIES	1	50.00	50.00

Subtotal for Job #GARMIN: 2,029.99

Parts Total: 1,499.99

Labour Total: 445.00

Sublet Total: 0.00

Extras Total: 85.00

MICHIGAN STATE SALES TAX: 95.10

Estimate Total: 2,125.09

ESTIMATE GOOD FOR 15 DAYS

Customer Signature : _____

Date: 16 Feb 2023



PIONEER BOATS**MSRP
202 Islander****2023**Packages include engine, oil tank, pre-rig & prop (if applicable)**Yamaha**

♦ F150XB	\$ 63,304
♦ F150XCB full digital w/Information Station	\$ 67,321
♦ F175XA	\$ 65,699
♦ F175XCB full digital w/Information Station	\$ 69,761
♦ F200XB	\$ 68,629
♦ F200XCB full digital	\$ 72,578
♦ YAMAHA INFORMATION STATION UPGRADE	\$ 2,382

Suzuki

♦ DF140TXW	\$ 58,996
♦ DF150TXW	\$ 60,786
♦ DF175TXW	\$ 62,430
Ⓢ DF200ATXW	\$ 64,621
♦ DF200APXW w/Suzuki Precision Control & gauges	\$ 68,035
♦ SUZUKI DIGITAL GAUGE UPGRADE	\$ 2,100

Mercury

♦ 150XL 4 Stroke	\$ 63,949
♦ 200XL 4 Stroke V6	\$ 71,156
♦ 200XL DTS DIGITAL V6 W/VV4	\$ 74,986
♦ VESSEL VIEW 4 UPGRADE w/out steering	\$ 2,661

HULL

♦ FULL HULL COLOR	\$ 2,167
♦ HULL COLOR SIDES ONLY	\$ 1,439
♦ HULL COLOR BOTTOM ONLY	\$ 1,439
♦ ABACO GREEN	
♦ CAROLINA BLUE	
♦ SEA FOAM	
♦ SILVER	
♦ STEEL BLUE	
♦ TANGLEWOOD	
♦ BLACK HULL COLOR UPGRADE	\$ 2,878
♦ WHITE POWDER COAT PACKAGE	\$ 1,933
♦ BLACK POWDER COAT PACKAGE	\$ 2,682

COMFORT

♦ BIMINI TOP	\$ 1,075
♦ T-TOP PACKAGE	\$ 5,821
Ⓢ DELUXE HARD TOP PACKAGE	\$ 8,448
♦ CARGO NET	\$ 201
♦ SPRAY SHIELD	\$ 630
♦ GULL WINGS	\$ 673
♦ PORTA POTTY	\$ 276

Special Instructions**PERFORMANCE**

♦ REMOVABLE DELUXE SKI TOW	\$ 1,555
♦ REMOVABLE DELUXE SKI TOW (POWDER COATED)	\$ 2,167
Ⓢ POP-UP BUMPER HOLDER PAIR	\$ 131
♦ FULL BOW RAIL	\$ 769
♦ RAW WATER WASH DOWN PUMP KIT	\$ 509
♦ FRESH WATER WASH DOWN PUMP KIT	\$ 830
♦ TRIM TABS W/INDICATOR LIGHT	\$ 1,163
♦ LEAN POST TACKLE/COOLER SLIDE	\$ 463
♦ 2ND 65-QT ENGEL COOLER FOR SLIDE	\$ 463

ELECTRONICS

Ⓢ JL AUDIO STEREO W/4 SPEAKERS	\$ 1,237
♦ JL AUDIO PREMIUM UPGRADE	\$ 2,522
♦ UNDERWATER BLUE LED LIGHTS	\$ 825
♦ 12/24 VOLT TROLLING MOTOR PLUG	\$ 78
Ⓢ DUAL BATTERY SWITCH	\$ 142
Ⓢ DUAL PRO 2 BANK BATTERY CHARGER	\$ 254

COVERS

♦ T-TOP/ HARD TOP BOAT COVER (CARVER)	\$ 796
Ⓢ CONSOLE COVER	\$ 812
♦ SHRINK WRAP	\$ 482

GULL LAKE MARINE CENTER INC

12485 EAST D AVENUE
 RICHLAND, MI, 49083
 Phone: 269-629-4507

Date	Stock	SQ #	Sales Quote				Sales Person		Customer Number	
09 FEB 2023	7130	3266					BRANDON VANMEEKEREN		(24601)	
Buyer			Home Phone		Mobile Phone		Email			
CASS COUNTY SHERIFF'S OFFICE			708-653-1982				MIKEL@CASSCO.ORG			
Address					City		State		Postal	
321 M-62					CASSOPOLIS		MI		49031	
CO-Buyer			Home Phone		Mobile Phone		CO-Buyer Email			
Description of Purchase										
Year	Manufacturer	Brand	Model			Type	New/Used	Hull #		
2023	ROBALO	ROBALO	R202EX			CC	NEW	ROBY0128J223		
Engine Make		Model			HP	Year	Serial #	Stock #	Price	
YAMAHA		F200XB 4S			200	2023	6DAX1068804			
Trailer Make		Model				Year	Serial #	Stock #	Price	
COYOTE		TANDEM-AXLE				2023	5001B232XPN391700			
Inclusion Make		Brand	Model			Year	Serial #	Stock #	Price	
Manufacturer Options						Dealer Options				
M2 ON WATER ORIENTATION 0.00						D1 RLD TBD 0.00				
						D2 FULL OF FUEL 0.00				
						D3 FULL DETAIL 0.00				
						FP FINAL PREP 0.00				
Description of Trade-In										
Year	Make	Model				Type	Approx. Payoff			
ALL TRADE VALUES SUBJECT TO ADJUSTMENT IF CONDITION/EQUIPMENT ARE NOT AS REPRESENTED ON TRADE-IN AGREEMENT.										
Comments							List Price	\$	103,011.00	
							Dealer Discount	\$	15,510.00	
Signature of Buyer							Selling Amount	\$	87,501.00	
Signature of Co-Buyer							Trade Allowance	\$	0.00	
Dealer or Authorized Signature							Documentation Fee	\$	230.00	
Date							Taxable Amount	\$	87,731.00	
Date							Tax	\$	5,263.86	
Approved By							License/Title Fee	\$	210.00	
							Est. Trade Payoff	\$	0.00	
							Total	\$	93,204.86	
							Deposit	\$	0.00	
							Final Balance	\$	93,204.86	