

Agenda
Finance and Administration Committee
West Olive Administration Building – Board Room
12220 Fillmore, West Olive, MI 49460
Tuesday, May 18, 2021
10 AM

Public Comment:

Consent Items:

1. Approval of the Agenda
2. Approval of Minutes from the [April 20, 2021](#) Finance and Administration Committee Meeting.

Action Items:

1. [2021 Budget Adjustments](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the 2021 budget adjustments per the attached schedule.
2. [Statement of Review](#)
Suggested Motion:
To approve the Statement of Review for the month of April 2021.
3. [Quarterly Financial Status Report](#)
Suggested Motion:
To receive for information the detailed Financial Statements for the General Fund and Mental Health Fund, as well as a higher level summary for the rest of the Special Revenue Funds, through the end of the 2nd quarter of Fiscal Year 2021.
4. [Allocation of 2020 Unassigned Fund Balance](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the recommendation to transfer \$2,726,083 of the 2020 General Fund unassigned fund balance to the Capital Project Fund.
5. [FY2022 Michigan Department of Corrections Plan and Application](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the FY2022 Michigan Department of Corrections Plan and Application.

6. [Property Assessed Clean Energy Program Establishment](#)

Suggested Motion:

To approve and forward to the Board of Commissioners the Resolution of Intent to Establish a Property Assessed Clean Energy Program and set a Public Hearing for June 8, 2021.

7. [Community Mental Health Personnel Request](#)

Suggested Motion:

To approve and forward to the Board of Commissioners the request from CMH to make the following position additions at a total cost of \$327,079:

1. Add two, full-time benefited Mental Health Clinicians (Group T, pay grade CMHT- 15) at a 1.0 FTE at a cost of \$177,619
2. Add one, full-time benefited EMR Systems Technician (Unclassified, pay grade CMHU-3) at a 1.0 FTE at a cost of \$76,110
3. Remove four, part-time, non-benefited commission based Mental Health Clinicians and add two, full-time benefited Mental Health Clinicians (Group T, pay grade CMHT- 15) at an increased cost of \$73,350.

8. [Resolution of Intent to Increase the 2021 Millage Rates for County Operations, E-911, Parks, Road Commission, and CMH](#)

Suggested Motion:

To approve and forward to the Board Chairperson the Resolution of Intent to increase the 2021 Millage Rates for County Operations and the E-911, Parks, Road Commission and CMH special millages and to set a Public Hearing for June 8, 2021.

9. [Crockery Township Wastewater Treatment System 2021 Improvements](#)

Suggested Motion:

To approve and forward to the Board of Commissioners the resolution to approve the Crockery Township Wastewater Treatment System 2021 Improvements bonds.

Discussion Items:

1. [Treasurer's Financial Month End Update](#); Amanda Price

Adjournment

Comments on the day's business are to be limited to three (3) minutes.

FINANCE AND ADMINISTRATION COMMITTEE

Proposed Minutes

DATE: April 20, 2021

DATE: 10:00 a.m.

PLACE: Fillmore Street Complex

PRESENT: Douglas Zylstra (by zoom), Matthew Fenske, Gregory DeJong, Joseph Baumann

ABSENT: Philip Kuyers

STAFF & GUESTS: Alan Vanderberg, Administrator; John Shay, Deputy County Administrator; Amanda Price, Treasurer; Michael Galligan (by zoom), Equalization Director; Sherri Sayles (by zoom), Chief Deputy Clerk; Karen Karasinski (by zoom), Fiscal Services Director; Paul Sachs, Planning & Performance Improvement Director; Marcie Verbeek, Human Resources Director; Doug Van Essen, Corporate Counsel; Peter Haefner (by zoom), Vredeveld Haefner, LLC

SUBJECT: CONSENT ITEMS

FC 21-030 Motion: To approve the agenda of today as presented and to approve the minutes from the March 16, 2021 Finance and Administration Committee meeting as presented.
Moved by: Matthew Fenske UNANIMOUS

SUBJECT: FY2021 BUDGET ADJUSTMENTS

FC 21-031 Motion: To approve and forward to the Board of Commissioners the FY2021 budget adjustments per the attached schedule.
Moved by: Matthew Fenske UNANIMOUS

SUBJECT: STATEMENT OF REVIEW

FC 21-032 Motion: To approve the Statement of Review for the month of March 2021.
Moved by: Gregory DeJong UNANIMOUS

SUBJECT: COUNTY OF OTTAWA FINANCIAL REPORT – VREDEVELD HAEFNER LLC

FC 21-033 Motion: To receive for information and forward to the Board of Commissioners the Comprehensive Annual Financial Report of the County of Ottawa for the Year Ended September 30, 2020.
Moved by: Matthew Fenske UNANIMOUS

SUBJECT: LOCAL GOVERNMENT RETIREMENT SYSTEM ANNUAL REPORT (FORM 5572)

FC 21-034 Motion: To receive for information and forward to the Board of Commissioners the Local Government Retirement System Annual Report as required by Public Act 202 of 2017.

Moved by: Matthew Fenske

UNANIMOUS

SUBJECT: FULTON STREET HVAC REPLACEMENT PROJECT

FC 21-035 Motion: To approve and forward to the Board of Commissioners the lowest responsive bid for Hurst Mechanical in the amount of \$85,316.00 to replace three rooftop units and the building control system.

Moved by: Gregory DeJong

UNANIMOUS

SUBJECT: FACILITIES MAINTENANCE PERSONNEL REQUEST

FC 21-036 Motion: To approve and forward to the Board of Commissioners a proposal to hire three part-time non-benefited housekeepers at an annual cost of \$43,641.69.

Moved by: Matthew Fenske

UNANIMOUS

SUBJECT: COUNTY TREASURER'S DEPARTMENT PERSONNEL REQUEST

FC 21-037 Motion: To approve and forward to the Board of Commissioners the reorganization request from the County Treasurer to remove the 1.0 FTE Unclassified U4 position of Revenue Accounting Supervisor and add a 1.0 FTE Group T-6 Clerk position at a cost savings of \$22,324.82.

Moved by: Matthew Fenske

UNANIMOUS

SUBJECT: MERIT CONTRACT FOR BROADBAND DATA COLLECTION

FC 21-038 Motion: To approve and forward to the Board of Commissioners the contract with Merit Network Inc. to complete Phase I (data collection analysis) of the County's multi-phase Digital Inclusion Strategy at a cost of \$42,000.

Moved by: Gregory DeJong

UNANIMOUS

SUBJECT: WAIVER AND REDUCTION OF FOOD ESTABLISHMENT LICENSE FEES

FC 21-039 Motion: To approve and forward to the Board of Commissioners the motion to waive the food license fee for 33 establishments that paid for a food license and have not operated during license year May 1, 2020 – April 30, 2021 in the amount of \$13,611 and to reduce the license fee for all food establishments renewing a license in 2021 in the amount of \$141,611.

Moved by: Matthew Fenske

UNANIMOUS

SUBJECT: DISCUSSION ITEMS

1. Treasurer's Financial Month End Update – Amanda Price, Treasurer, presented the Treasurer's Financial Month End update.

2. 2021 Equalization Report – The 2021 Equalization Report was presented by Michael Galligan, Equalization Director.

SUBJECT: ADJOURNMENT

FC 21-040

Motion: To adjourn at 10:59 am.
Moved by: Gregory DeJong

UNANIMOUS

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/18/2021

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: 2021 Budget Adjustments

Suggested Motion:

To approve and forward to the Board of Commissioners the 2021 budget adjustments per the attached schedule.

Summary of Request:

Approve budget adjustments processed during the month for appropriation changes and line item adjustments.

Mandated action required by PA 621 of 1978, the Uniform Budget and Accounting Act.

Compliance with the Ottawa County Operating Budget Policy.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective:

Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

Fund	Department	Explanation	Revenue	Expense
06-1209	Parks and Recreation	Parks		
		This entry rolls capital projects (multi-year) that were not completed in FY20.	\$ 1,175,617	\$ 1,981,958
08-238	Governmental Grants			
	District Court - Mental Health Treatment Court	Budget for FY21 Mental Health Treatment Court (MHTC) program was entered during budget season last year. The final amount approved by the granting agency ended up being lower than projected. Distric Court decreased expenditures to accommodate the decrease in funding.	\$ (10,748)	\$ (10,748)
	Circuit Court - BJA Grant	BJA grant budget was revised to include a higher percentage of the the program manager's and recovery coaches' efforts.	\$ 48,170	\$ 48,170
	Circuit Court - Office of Highway Safety Program Grant	Office of Highway Safety Program (OHSP) grant was budgeted during budget season last year. The final allocation from the granting agency was lower than anticipated. Budget was revised to decrease program manager's and recovery court case manager's effort.	\$ (25,609)	\$ (25,609)
	Circuit Court - Substance Abuse and Mental Health Services Administration Grant	SAMHSA (Substance Abuse and Mental Health Services Administration) grant's budget was projected based on prior year funding. New grant has not been awarded but the awarding agency allowed a carry-forward of unspent funds in the amount of \$194,437. This amendment decreases spending to accomodate the decrease in funding. New award is anticipated for FY2022	\$ (131,900)	\$ (131,900)
08-282	General Fund	County Clerk Contingency		\$ 26,725
		Use of contingency to pay for the retrieval of county records and migration to a new storage facility		\$ (26,725)
08-296	Capital Project Fund	Card Access Project		\$ 600,000
		The Insurance Authority authorized a risk reduction grant to replace the card access system. This was a county capital improvement project that was initially intended to be funded in FY23.	\$ 600,000	
		Transfers In		
08-297	General Fund	Strategic Initiatives	\$ 6,000	\$ 6,000
		Passthrough donations to Issue Media		
08-303	Landfill Tipping	Environmental Health		\$ 64,000
		Reappropriate funds to purchase 3 trailers. Originally planned for FY20, but not complete until FY21.		

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/18/2021

Requesting Department: Human Resources

Submitted By: Al Vanderberg

Agenda Item: Statement of Review

Suggested Motion:

To approve the Statement of Review for the month of April 2021.

Summary of Request:

Mileage payments to Commissioners per the Commissioners' Mileage Policy.

Financial Information:

Total Cost: \$434.56	General Fund Cost: \$434.56	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

Commissioner Mileage Voucher

To: Roger A. Bergman

Date:

April 30 2021

Address: 214 Washington Avenue

Dept:

10101010 860000 (Unless otherwise noted)

City: Grand Haven

State: Michigan

Zip: 49417

Date	Description	Miles	Current Rate	Amount
April 15 2021	SPRING LAKE MEETING ON M104	6.00	\$0.560	\$3.36
April 16 2021	DEI SUB COMMITTEE	28.00	\$0.560	\$15.68
April 19 2021	Elected Official Meeting	28.00	\$0.560	\$15.68
April 13 2021	Board of Commissioners Meeting	28.00	\$0.560	\$15.68
April 22 2021	MAC VIDEO TAPING AT BOARD ROOM	28.00	\$0.560	\$15.68
April 23 2021	FARM BUREAU BREAKFAST	52.00	\$0.560	\$29.12
April 24 2021	UNITY GATHERING AT KOLLEN PARK, HOLLAND	46.00	\$0.560	\$25.76
April 24 2021	Board of Commissioners Meeting	28.00	\$0.560	\$15.68
April 30 2021	DEI SUB COMMITTEE	28.00	\$0.560	\$15.68
	Pick From List		\$0.575	\$0.00
	Pick From List		\$0.575	\$0.00
	Pick From List		\$0.575	\$0.00
	Pick From List		\$0.575	\$0.00
	Pick From List		\$0.575	\$0.00
	Pick From List		\$0.575	\$0.00
	Pick From List		\$0.575	\$0.00
	Pick From List		\$0.575	\$0.00
	Pick From List		\$0.575	\$0.00
	Pick From List		\$0.575	\$0.00
Total Mileage:		272.00	\$0.560	\$152.32

Commissioner Mileage Voucher

To: Allen Dannenberg

Date:

April 1 2021

Address: 529 William

Dept:

10101010 860000 (Unless otherwise noted)

City: Zeeland

State: Michigan

Zip: 49464

Date	Description	Miles	Current Rate	Amount
April 13 2021	Board of Commissioners Meeting	24.00	\$0.560	\$13.44
April 14 2021	Health and Human Services Committee Meeting	24.00	\$0.560	\$13.44
April 16 2021	DEI Meeting	24.00	\$0.560	\$13.44
April 20 2021	Planning and Policy Committee Meeting	24.00	\$0.560	\$13.44
April 23 2021	Farm Bureau Breakfast	18.00	\$0.560	\$10.08
April 27 2021	Board of Commissioners Meeting	24.00	\$0.560	\$13.44
April 30 2021	DEI Meeting	24.00	\$0.560	\$13.44
	Pick From List		\$0.560	\$0.00
	Pick From List		\$0.580	\$0.00
	Pick From List		\$0.580	\$0.00
	Pick From List		\$0.580	\$0.00
	Pick From List		\$0.580	\$0.00
	Pick From List		\$0.580	\$0.00
	Pick From List		\$0.580	\$0.00
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	Pick From List		\$0.580	\$0.00
	Pick From List		\$0.580	\$0.00
	Pick From List		\$0.580	\$0.00
	Pick From List		\$0.580	\$0.00
Total Mileage:		162.00	\$0.560	\$90.72

Commissioner Mileage Voucher

To: Matthew R. Fenske

Date:

April 30 2021

Address: 2077 Luce Street SW

Dept:

10101010 860000 (Unless otherwise noted)

City: Grand Rapids

State: Michigan

Zip: 49534

Date	Description	Miles	Current Rate	Amount
April 13 2021	Board of Commissioners Meeting	32.00	\$0.560	\$17.92
April 16 2021	DEI Committee Mtg	32.00	\$0.560	\$17.92
April 20 2021	Planning and Policy Committee Meeting	32.00	\$0.560	\$17.92
April 22 2021	GCSI dinner	20.00	\$0.560	\$11.20
April 23 2021	Ottawa County Farm Bureau Legislative Breakfast	26.00	\$0.560	\$14.56
April 26 2021	CMH Board 50%-64955020 860000 - 50%-64955029 860000	32.00	\$0.560	\$17.92
April 27 2021	Board of Commissioners Meeting	32.00	\$0.560	\$17.92
April 30 2021	DEI Committee Mtg	32.00	\$0.560	\$17.92
	Pick From List		\$0.560	\$0.00
	Pick From List		\$0.580	\$0.00
	Pick From List		\$0.580	\$0.00
	Pick From List		\$0.580	\$0.00
	Pick From List		\$0.580	\$0.00
	Pick From List		\$0.580	\$0.00
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	Pick From List		\$0.580	\$0.00
	Pick From List		\$0.580	\$0.00
	Pick From List		\$0.580	\$0.00
	Pick From List		\$0.580	\$0.00
	Pick From List		\$0.580	\$0.00
Total Mileage:		238.00	\$0.560	\$133.28

Commissioner Mileage Voucher

To: Francisco C. Garcia

Date: _____

Address: 961 Bay Ridge Dr.

Dept: 10101010 860000 (Unless otherwise noted)

City: Holland

State: Michigan

Zip: 49424

Date	Description	Miles	Current Rate	Amount
April 13 2021	Board of Commissioners Meeting	26.00	\$0.560	\$14.56
April 16 2021	DEI Committee	26.00	\$0.560	\$14.56
April 27 2021	Board of Commissioners Meeting	26.00	\$0.560	\$14.56
April 30 2021	DEI Committee	26.00	\$0.560	\$14.56
	Pick From List		\$0.560	\$0.00
	Pick From List		\$0.560	\$0.00
	Pick From List		\$0.560	\$0.00
	Pick From List		\$0.560	\$0.00
	Pick From List		\$0.560	\$0.00
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	Pick From List		\$0.560	\$0.00
	Pick From List		\$0.560	\$0.00
	Pick From List		\$0.560	\$0.00
	Pick From List		\$0.560	\$0.00
	Pick From List		\$0.560	\$0.00
Total Mileage:		104.00	\$0.560	\$58.24

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/18/2021

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Quarterly Financial Status Report

Suggested Motion:

To receive for information the detailed Financial Statements for the General Fund and Mental Health Fund, as well as a higher level summary for the rest of the Special Revenue Funds, through the end of the 2nd quarter of Fiscal Year 2021.

Summary of Request:

The reports are distributed in department level detail for the year to date revenue and expenditure budgets and actual activity. The activity is summarized at the end of each report to reflect the total revenues, total expenditures, and fund balance.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Alan S. Vaudenberg

Committee/Governing/Advisory Board Approval Date:



Ottawa County
Where You Belong.

Karen Karasinski
Fiscal Services Director

Myra Ocasio
Fiscal Services Assistant Director

Fiscal Services Department
12220 Fillmore Street
West Olive, MI 49460

West Olive (616) 738-4847
Fax (616) 738-4098
e-mail: kkarasinski@miottawa.org
mocasio@miottawa.org

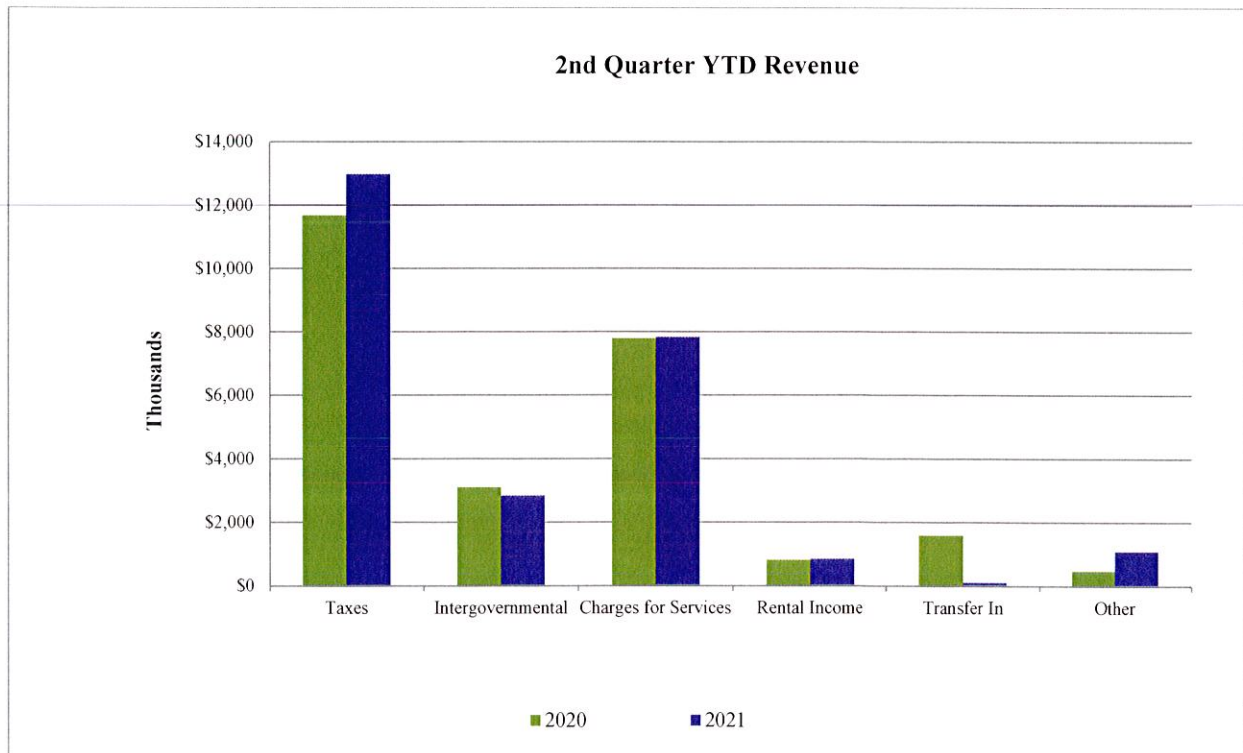
TO: Finance and Administration Committee
FROM: Karen Karasinski, Fiscal Services Director
SUBJECT: Quarterly Financial Status Report
DATE: May 18, 2021

Attached are the second quarter financial statements for the General Fund and Mental Health Fund as well as a summary for the rest of the Special Revenue funds. This memorandum is an overview intended to highlight significant trends and activities with the detailed reports attached as reference.

General Fund
2nd Quarter 2021, Period Ending March 31, 2021

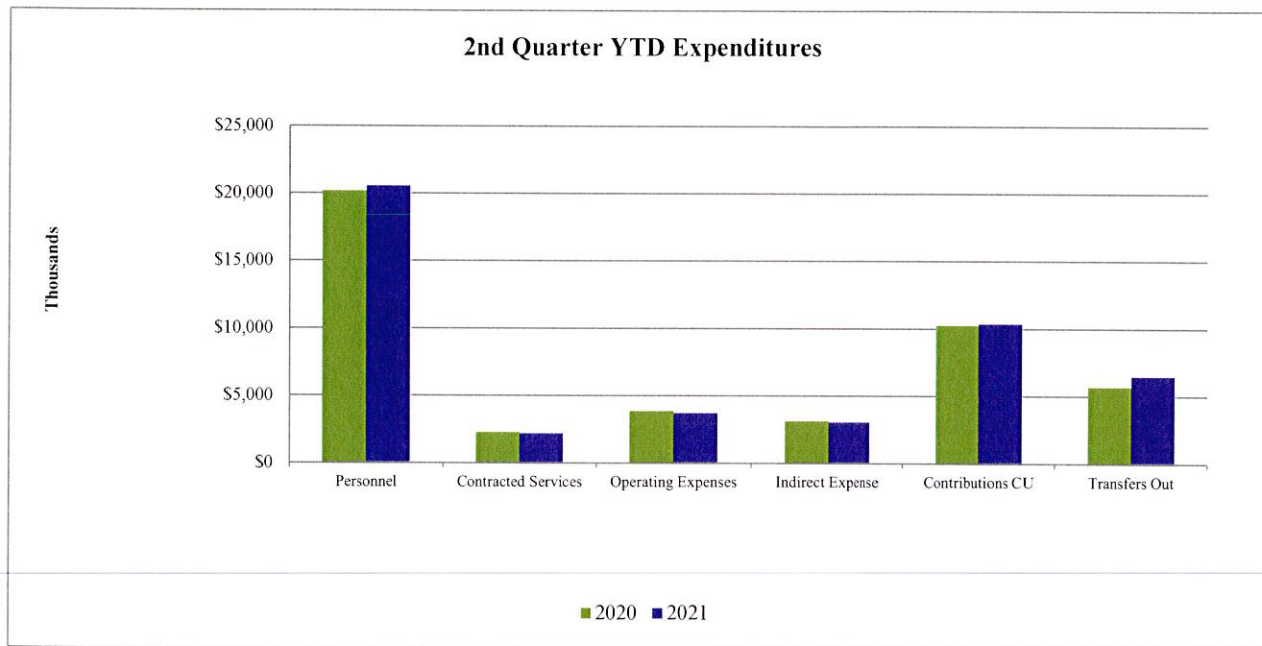
Period ending revenues and expenditures are on track with the budget throughout the General Fund.

REVENUE



- Property Taxes for County operating purposes are billed and generally received in July, August and September. The tax revenue for the pass-thru levy for the Road Commission and Central Dispatch are billed in December, and generally received in December, January, and February. The amounts received to date align with budget estimates.
- The amount received in Intergovernmental Revenue is similar to prior years and agrees with budget estimates. Last year the Survey and Remonumentation payment from the State was received in the second quarter, and this year the payment was received in the third quarter.
- Charges for Service revenue is very similar to fiscal year 2020, prior to the start of the pandemic. This is a positive trend because this category was negatively impacted during the pandemic when activity slowed or some completely stopped.

EXPENDITURE



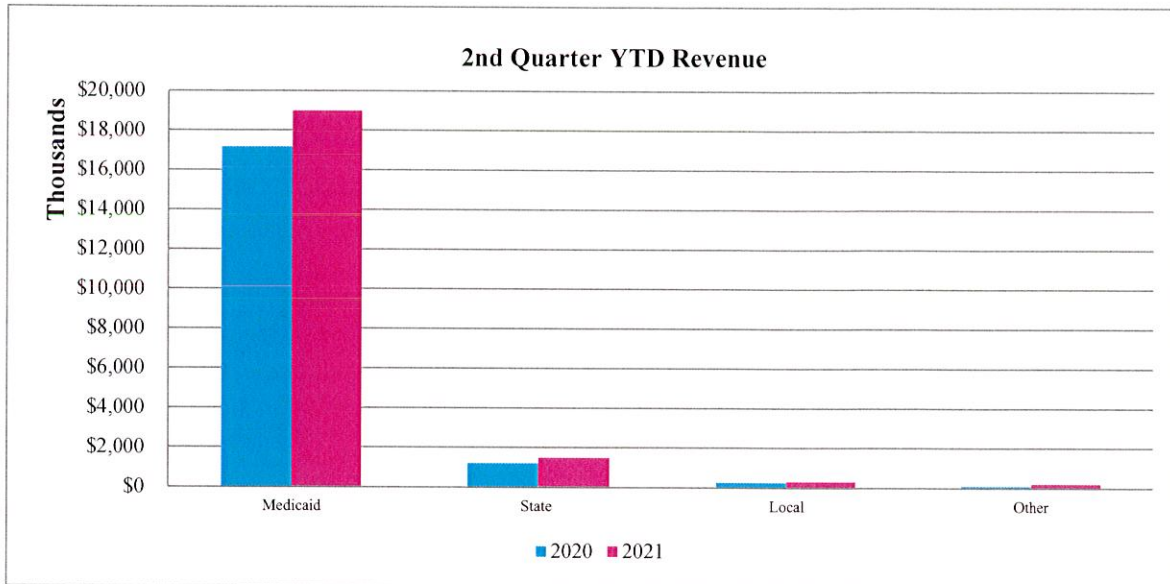
- Personnel services expenditures are consistent with the budget. They show an expected increase from 2020 to 2021 due to anticipated staffing salary and benefit increases.
- Overall, appropriations are within a reasonable and historical consistent range for this time of year.

Mental Health Fund

2nd Quarter 2021, Period Ending March 31, 2021

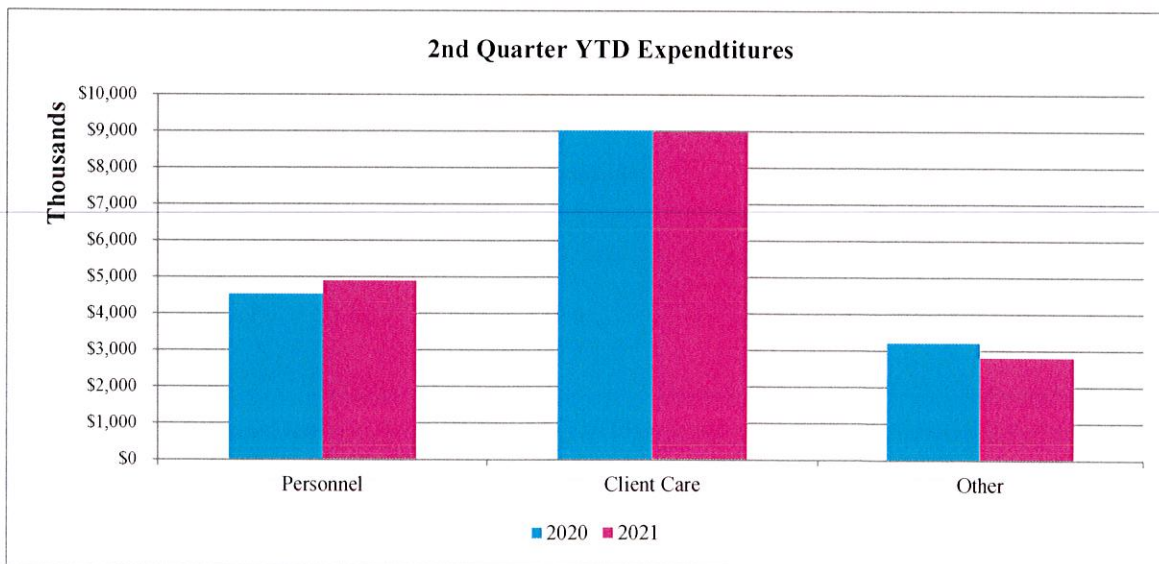
Mental Health revenues and expenditures are within budgeted projections through the second quarter.

REVENUE



- The increased Medicaid rates have continued into 2021 due to the adjustment of the rates by the State. Additionally, current rates include a \$2/hour direct care worker pass through and an increase because individuals are allowed to keep Medicaid status throughout the pandemic. MDHHS ruled that people enrolled in Medicaid cannot lose that status through the pandemic even though they might have a qualifying event, such as increased revenue.

EXPENDITURES



- Personnel services expenditures are consistent with the budget. They show an expected increase from 2020 to 2021 due to anticipated staffing salary, benefit increases, and new positions.
- Other expenses have gone down due to decreased travel and conferences that occur in the second quarter and were cancelled due to the pandemic.

**GENERAL FUND (1010) - INTERIM STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**

Fiscal Year 2021, 2nd Quarter ending March 31, 2021

(with comparative actual amounts for Fiscal Year 2020, 2nd Quarter ending March 31, 2020)

	2021				2020		
	Original Budget	Amended Budget	Actual 3/31/2021	% Difference from budget	Difference from budget	2020 Total at 3/31/2020	Actual 9/30/2020
Revenues:							
Taxes	\$57,124,665	\$57,124,665	\$12,975,941	22.7%	(44,148,724)	\$11,673,743	\$55,108,420
Intergovernmental	11,063,519	11,186,080	2,831,085	25.3%	(8,354,995)	3,094,919	12,743,349
Charges for services	15,624,236	15,624,236	7,828,491	50.1%	(7,795,745)	7,792,877	15,102,840
Fines and forfeits	71,100	71,100	35,021	49.3%	(36,079)	24,398	67,424
Interest on investments	606,447	606,447	(71,070)	-11.7%	(677,517)	(7,744)	408,102
Licenses and permits	393,538	393,538	169,779	43.1%	(223,759)	164,569	353,371
Rental income	2,198,027	2,198,027	838,831	38.2%	(1,359,196)	809,248	1,879,255
Other	716,683	784,864	1,084,596	138.2%	299,732	463,971	889,617
Transfers In from Other Funds	3,864,814	3,882,674	105,392	2.7%	(3,777,282)	1,585,052	1,723,841
Total revenues	91,663,029	91,871,631	25,798,066	28.1%	(66,073,565)	25,601,033	88,276,218
Expenditures by Function:							
Legislative (Commissioners)	586,581	586,581	238,403	40.6%	348,178	260,871	530,045
Judicial:							
20th Circuit Court	3,372,861	3,378,451	1,562,509	46.2%	1,815,942	1,605,555	3,232,358
58th District Court	8,068,140	8,052,157	3,661,719	45.5%	4,390,438	3,803,942	7,610,780
Probate Court	998,844	1,002,224	364,611	36.4%	637,613	390,738	786,177
Juvenile Services Division	1,275,110	1,350,748	585,471	43.3%	765,277	509,519	1,119,837
Circuit Court Adult Probation	102,885	102,885	52,354	50.9%	50,531	49,137	95,033
All other judicial	57,929	57,929	24,594	42.5%	33,335	21,122	41,781
	13,875,769	13,944,394	6,251,258	44.8%	7,693,136	6,380,013	12,885,966
General Government:							
Administrator	1,365,893	1,393,093	547,973	39.3%	845,120	534,844	1,131,643
Fiscal Services	1,942,604	1,942,604	764,268	39.3%	1,178,336	761,624	1,559,650
County Clerk	2,649,584	2,677,584	1,198,365	44.8%	1,479,219	1,204,696	2,634,376
Prosecuting Attorney	5,064,945	5,064,945	2,215,339	43.7%	2,849,606	2,094,594	4,342,511
County Treasurer	982,562	982,562	394,384	40.1%	588,178	414,873	924,226
Equalization	1,595,933	1,595,933	751,590	47.1%	844,343	713,544	1,547,824
Geographic Information Systems	554,870	554,870	233,325	42.1%	321,545	236,583	501,882
MSU Extension	375,025	375,025	239,688	63.9%	135,337	184,234	371,883
Facilities Maintenance	4,697,690	4,697,690	1,748,834	37.2%	2,948,856	1,835,779	4,232,959
Corporate Counsel	306,866	321,866	136,818	42.5%	185,048	135,718	284,264

**GENERAL FUND (1010) - INTERIM STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**

Fiscal Year 2021, 2nd Quarter ending March 31, 2021

(with comparative actual amounts for Fiscal Year 2020, 2nd Quarter ending March 31, 2020)

	2021				2020		
	Original Budget	Amended Budget	Actual 3/31/2021	% Difference from budget	Difference from budget	2020 Total at 3/31/2020	Actual 9/30/2020
General Government continued:							
Register of Deeds	750,616	759,618	334,663	44.1%	424,955	350,581	723,054
Human Resources	1,098,214	1,196,464	597,396	49.9%	599,068	509,097	981,353
Water Resources Commissioner	980,219	980,219	491,079	50.1%	489,140	474,938	950,678
All other general government	158,121	158,121	75,176	47.5%	82,945	90,008	151,816
	<u>22,523,142</u>	<u>22,700,594</u>	<u>9,728,897</u>	<u>42.9%</u>	<u>12,971,697</u>	<u>9,541,112</u>	<u>20,338,118</u>
Public Safety:							
Sheriff	12,748,569	12,748,569	6,030,166	47.3%	6,718,403	5,681,282	11,969,765
Central Dispatch	5,551,867	5,551,867	4,846,554	87.3%	705,313	4,821,398	5,274,303
Jail	11,420,815	11,420,815	5,298,580	46.4%	6,122,235	5,502,392	10,970,268
All other public safety	2,474,227	2,477,087	980,964	39.6%	1,496,123	1,052,121	2,674,221
	<u>32,195,478</u>	<u>32,198,338</u>	<u>17,156,264</u>	<u>53.3%</u>	<u>15,042,074</u>	<u>17,057,192</u>	<u>30,888,556</u>
Public Works							
Public Works (drain assessments)	214,000	214,000	112,856	52.7%	101,144	1,230	216,869
Road Commission	6,264,624	6,264,624	5,502,376	87.8%	762,248	5,424,074	5,987,928
Health & Welfare							
Substance Abuse	569,984	569,984	0	0.0%	569,984	0	285,266
All other health & welfare	619,118	687,777	249,628	36.3%	438,149	282,952	665,778
Community & Economic Development	2,089,907	2,242,401	599,900	26.8%	1,642,501	628,190	1,098,729
Other Expenditures	1,110,717	1,106,137	79,116	7.2%	1,027,021	71,322	142,644
Transfers Out to Other Funds	12,910,428	12,838,622	6,462,839	50.3%	6,375,784	5,685,901	12,923,114
Total General Fund Expenditures	<u>92,959,748</u>	<u>93,353,452</u>	<u>46,381,536</u>	<u>49.7%</u>	<u>46,971,916</u>	<u>45,332,858</u>	<u>85,963,013</u>
Net change in fund balance	(1,296,719)	(1,481,821)	(20,583,470)		(19,101,648)	(19,731,825)	2,313,204
Fund balance, beginning of year	26,505,863	26,505,863	26,505,863		0	23,909,484	24,192,659
Fund balance, end of year	<u>25,209,145</u>	<u>25,024,042</u>	<u>5,922,393</u>		<u>(19,101,648)</u>	<u>4,177,659</u>	<u>26,505,863</u>

**MENTAL HEALTH (2220) - INTERIM STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**

Fiscal Year 2021, 2nd Quarter ending March 31, 2021

(with comparative actual amounts for Fiscal Year 2020, 2nd Quarter ending March 31, 2020)

	2021					2020 Total at 3/31/2020	2020 Actual
	Original Budget	Amended Budget	Actual	Actual as a % of Budget	Variance		
Revenues:							
Intergovernmental	\$40,938,596	\$41,010,498	\$20,506,603	50.0%	(\$20,503,895)	\$18,384,901	\$40,628,164
Charges for services	202,900	202,900	163,018	80.3%	(39,882)	50,464	23,594
Interest on investments	20,000	20,000	23,280	116.4%	3,280	9,005	26,804
Other	46,407	46,407	20,246	43.6%	(26,161)	27,970	89,224
Transfers In from Other Funds	1,475,618	1,475,618	262,809	17.8%	(1,212,809)	238,250	476,500
Total revenues	<u>\$42,683,521</u>	<u>\$42,755,423</u>	<u>\$20,975,956</u>	<u>49.1%</u>	<u>(\$21,779,467)</u>	<u>\$18,710,590</u>	<u>\$41,244,285</u>
Expenditures:							
Salaries	\$6,848,423	\$6,912,769	\$3,083,665	44.6%	\$3,829,104	\$2,809,923	\$6,286,386
Benefits	3,762,684	3,773,320	1,807,715	47.9%	1,965,605	1,722,428	3,317,778
Supplies	168,360	163,140	25,451	15.6%	137,688	28,382	107,979
Contracted Services	29,777,733	29,772,130	10,986,467	36.9%	18,785,664	11,198,487	29,016,505
Operating Expense	902,121	905,884	179,808	19.8%	726,076	389,599	763,193
Maintenance & Repair	20,925	20,925	3,546	16.9%	17,379	6,819	21,910
Utilities	130,362	130,842	59,782	45.7%	71,060	56,657	110,459
Insurance	277,115	277,115	137,349	49.6%	139,766	132,262	264,541
Indirect Expense	795,798	798,298	397,899	49.8%	400,399	419,607	963,998
Total Expenditures	<u>\$42,683,521</u>	<u>\$42,754,423</u>	<u>\$16,681,681</u>	<u>39.0%</u>	<u>\$26,072,742</u>	<u>\$16,764,163</u>	<u>\$40,852,750</u>
Net change in fund balance	0	1,000	4,294,275		4,293,275	1,946,427	391,536
Fund balance, beginning of year	1,035,073	1,035,073	1,035,073		0	643,537	643,537
Fund balance, end of year	<u>\$1,035,073</u>	<u>\$1,036,073</u>	<u>\$5,329,348</u>		<u>\$4,293,275</u>	<u>\$2,589,964</u>	<u>\$1,035,073</u>

COUNTY OF OTTAWA
Fiscal Year 2021

	Original Revenue Budget	Adjusted Revenue Budget	Revenue Actual	% of budget	Original Expenditure Budget	Adjusted Expenditure Budget	Expenditure Actual	% of budget	Budgeted Fund Balance Gain (Use)	Current Fund Balance Gain (Use)
Special Revenue Funds										
General Fund Infrastructure	10,000	10,000	2,842	28%	125,000	125,000	-	0%	(115,000)	2,842
General Fund Solid Waste Clean-Up	10,000	-	11,707	#DIV/0!	317,000	1,050,000	134,592	13%	(1,050,000)	(122,886)
General Fund Stabilization	-	-	-		-	-	-	-	-	-
General Fund DB/DC	3,870,697	3,870,697	-	0%	3,870,697	3,870,697	3,870,000	100%	-	(3,870,000)
Parks & Recreation	6,179,898	6,179,898	5,672,329	92%	6,233,056	6,233,056	2,797,775	45%	(53,158)	2,874,554
Child Care	8,077,455	7,946,679	2,709,155	34%	8,677,455	8,546,679	3,298,863	39%	(600,000)	(589,708)
Concealed Pistol License	141,000	141,000	127,117	90%	82,044	82,044	40,637	50%	58,956	86,480
Department of Health & Human Services	44,100	44,100	22,050	50%	44,100	44,100	20,882	47%	-	1,168
Farmland Preservation	247,749	832,749	450,304	54%	247,749	832,749	447,351	54%	-	2,953
Federal Forfeiture	-	-	-	0%	4,000	4,000	-	0%	(4,000)	-
Friend of the Court	5,197,927	5,203,177	1,841,237	35%	5,197,927	5,203,177	2,424,500	47%	-	(583,263)
Health	12,885,857	15,713,398	6,139,399	39%	12,885,857	15,703,398	6,254,721	40%	10,000	(115,322)
Homestead Property Tax	5,452	5,452	2,600	48%	1,707	1,707	-	0%	3,745	2,600
Landfill Tipping Fees	550,119	560,119	226,329	40%	615,360	932,360	317,881	34%	(372,241)	(91,552)
Mental Health Millage	4,818,912	5,787,195	3,738,423	65%	4,818,912	5,444,833	2,591,039	48%	342,362	1,147,384
Mental Health Substance Use Disorder	3,667,572	4,041,813	1,873,072	46%	3,667,572	3,960,192	1,171,921	30%	81,621	701,151
Other Governmental Grants	3,132,644	6,158,801	1,455,017	24%	3,141,788	6,190,537	2,645,314	43%	(31,736)	(1,190,298)
Public Defender's Fund	3,279,235	3,279,235	1,870,028	57%	3,279,235	3,279,235	1,459,387	45%	-	410,642
Register of Deeds Technology	250,411	250,411	175,303	70%	260,477	280,797	84,395	30%	(30,386)	90,908
Sheriffs Grants & Contracts	9,315,654	9,330,064	3,876,323	42%	9,388,493	9,402,903	4,264,921	45%	(72,839)	(388,598)
Debt Service Fund	4,706,728	4,706,728	111,737	2%	4,706,728	4,706,728	3,757,147	80%	-	(3,645,410)
Capital Projects Fund	1,598,794	12,305,267	630,762	5%	2,596,901	11,048,974	2,195,565	20%	1,256,293	(1,564,803)
Building Authority Capital Projects	-	-	-	#DIV/0!	-	1,050,000	60,722	6%	(1,050,000)	(60,722)

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/18/2021

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Allocation of 2020 Unassigned Fund Balance

Suggested Motion:

To approve and forward to the Board of Commissioners the recommendation to transfer \$2,726,083 of the 2020 General Fund unassigned fund balance to the Capital Project Fund.

Summary of Request:

The Fund Balance Policy establishes the General Fund unassigned fund balance of 20-25% and as September 30, 2020 the balance was \$20,262,605 or 28.89%.

In light of the current COVID-19 pandemic, the recommendation is to have the 25% maximum allowable fund balance or \$17,536,522 to maintain operational flexibility in the current year.

Administration recommends that the excess reserves over 25% or \$2,726,083 is transferred to the Capital Improvement Fund. This recommendation is consistent with the fund balance policy in that it is a one-time expenditure.

Historically, the County funded capital projects with excess reserve transfers like this one until the 2020 budget dedicated \$600,000 of tax growth to the Capital Improvement Fund. In 2021, the amount was increased by \$175,000 to \$775,000 annual contribution. We'll continue to grow the annual contribution to the Capital Improvement Fund, but until the funding stream equals the project needs, one-time contributions will be required to fund projects.

Financial Information:

Total Cost:	General Fund Cost:	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

Action Request



Committee:	Finance and Administration Committee
Meeting Date:	05/18/2021
Requesting Department:	58th District Court Probation and Community Corrections
Submitted By:	Regina MacMillan
Agenda Item:	FY2022 Michigan Department of Corrections Plan and Application

Suggested Motion:

To approve and forward to the Board of Commissioners the FY2022 Michigan Department of Corrections Plan and Application.

Summary of Request:

The funding application includes a request in the amount of \$265,704.80 to provide local services for individuals in the criminal justice system with the goal of reducing the occurrence of repeat criminal offenses that result in a term of incarceration or detention in jail or prison.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

**COUNTY OF OTTAWA
STATE OF MICHIGAN**

OTTAWA COUNTY RESOLUTION

At a regular meeting of the Ottawa County Board of Commissioners, held at the Fillmore Complex in the Township of Olive, Michigan on the 25th day of May, 2021 at 1:30 p.m. local time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

It was moved by Commissioner _____ and supported by Commissioner _____ that the following Resolution be adopted:

WHEREAS, the Ottawa County Board of Commissioners serves as the Fiscal Agent for the Ottawa County Community Corrections Advisory Board, and

WHEREAS, this County desires to continue to participate with Community Corrections' Programs and Services, and

WHEREAS, the FY2022 Community Corrections Funding Application has been prepared by the Ottawa County Community Corrections Department for Community Corrections Programs and Services to be delivered in Ottawa County from October 1, 2021 to September 30, 2022, and

WHEREAS, the Ottawa County Community Corrections Advisory Board has approved this Funding Application and recommends its approval for submission,

NOW, THEREFORE, BE IT RESOLVED that the Ottawa County Board of Commissioners hereby approves the FY2022 Funding Application prepared by the Ottawa County Community Corrections Department in the amount of \$265,704.80 for Programs and Services.

YEAS: Commissioners _____

NAYS: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Roger A. Bergman Date
Chairperson, Ottawa County
Board of Commissioners

Justin F. Roebuck Date
Ottawa County Clerk/Register

MICHIGAN DEPARTMENT OF CORRECTIONS

“Committed to Protect, Dedicated to Success”



Office of Community Corrections

Community Corrections Plan and Application
Fiscal Year 2022

CCAB Name: Ottawa County

Email the application to:

1. MDOC-OCC@michigan.gov
2. Community Corrections Specialist

DUE DATE: May 1, 2021

SECTION I: COMMUNITY CORRECTIONS ADVISORY BOARD INFORMATION

Name of CCAB: Ottawa County

Federal I.D. Number: 38-60004883

A: General Contact Information:

	CCAB Manager	CCAB Manager's Direct Supervisor	CCAB Chairperson	Agency Serving as Fiduciary of Award & Contact Person
Name:	Alma Valenzuela	Lori Catalino	Jon Hulsing	Olga Frederick
Title:	Director	DC Administrator	CC Judge	
Address:	85 W 8 th St.	85 W 8 th St.	414 Washington Ave.	12220 Fillmore St.
City:	Holland	Holland	Grand Haven	West Olive
State:	MI	MI	MI	MI
Zip:	49423	49423	49417	49460
Phone:	616-355-4314	616-355-4347	616-846-8212	616-738-4840
Fax:	616-392-2330	616-392-5013	616-846-8178	616-738-4098
Email:	avalenzuela@miottawa.org	lcatalino@miottawa.org	jhulsing@miottawa.org	ofrederick@miottawa.org

Type of Community Corrections Board: County Advisory Board

Counties/Cities Participating in the CCAB: Ottawa County

Date application was approved by the local CCAB: April 23, 2021

Date application was approved by county board(s) of commissioners and/or city council: May 25, 2021

Date application was submitted to OCC: April 23, 2021

B: CCAB Membership

Representing:	Name	Email
County Sheriff:	Steve Kempker	skempker@miottawa.org
Chief of Police:	Matt Messer	m.messer@cityofholland.com
Circuit Court Judge:	Jon Hulsing	jhulsing@miottawa.org
District Court Judge:	Craig Bunce	cbunce@miottawa.org
Probate Court Judge:	Mark Feyen	mfeyen@miottawa.org
County Commissioner(s):	Matt Fenske	mfenske@miottawa.org
Service Area (Up to 3):	Timothy Piers Matthew Lowe	tpiers@miottawa.org mlowe@miottawa.org
County Prosecutor:	Lee Fisher	lfisher@miottawa.org
Criminal Defense:	Nicole J Derks	nderks@miottawa.org
Business Community:	Doug Kamphuis	doug@the-insurance-group.com
Communications Media:	Vacant	
Circuit/District Probation:	Heath White	white1@michigan.gov
City Councilperson:	Vacant	
Workforce Development:	Angela Barksdale	abarksdale@westmiworks.org

- Does your CCAB have Bylaws? Yes If yes, have they been revised within the last 2 years? No
- What steps does your CCAB take to orientate new CCAB members ensuring the understanding of their roles and responsibilities? Potential CCAB members go through an interview process with representatives from the Ottawa County Board of Commissioners and County Administration before being appointed. This method emphasizes the importance of the roles and responsibilities of CCAB members. Once appointed, the CCAB manager provides new members with bylaws, the funding application for the current FY, and other pertinent information related to serving on the CCAB.

SECTION II: ANALYSIS & COMPREHENSIVE CORRECTIONS PLAN

Introduction and Instructions for your Comprehensive Corrections Plan:

Michigan Public Act 511, also known as the Community Corrections Act, was established in 1988 in an effort to improve the State's prison commitment rates (PCR) through the development and utilization of evidence-based, community corrections programming that targets Group 2 straddle cell offenders, OUIL-3rd offenders, and probation violators assessed as moderate to high in risk and or needs. Counties and regions establishing a Community Corrections Advisory Board (CCAB) appoint member stakeholders as required by PA-511 to identify and target local criminogenic needs that impact prison commitments and recidivism. CCABs are obligated to abide by PA-511 and Michigan Office of Community Corrections (MOCC) requirements when receiving MOCC funding, including but not limited to data tracking and analysis, as well as minimum program eligibility and utilization requirements.

This Application serves as your CCAB's Comprehensive Corrections Plan. To be considered for funding, it must include specific and detailed explanation as to how your plan will impact State Board Priorities, local prison commitment rates, recidivism, and local priorities/initiatives through identified key objectives. Strategies to obtain key objectives as well as performance measures must also be identified. For the purpose of this application, the following terms and definitions apply:

- 1) Key Objectives – Overall PCR Objective, Group 2 Straddle Objective, and Recidivism Objective(s) - your CCAB may identify other objectives in addition to these required objectives.
- 2) Supportive Strategies – Proposed OCC funded programming and/or services that are intended to support the objectives identified.
- 3) Performance Measures – Identified in each proposed program description, these are the specific methods your CCAB will utilize to measure outcomes of programming and their impact on State Board Priorities.

Felony Data Analysis:

OCC will provide CCABs with relevant felony dispositional data to complete the application. CCABs must analyze this data along with local CCIS data (reports run locally from COMPAS Case Manager) and develop key objectives and supportive strategies that will help attain local goals and support State Board Priorities.

A thorough analysis of the data should include:

- Overall PCRs, rates within sentencing guideline ranges, PCRs within Group 1 and Group 2 offense categories, status at time of offense and recidivism of probation violators, both new sentence and technical
- Reference to changes in PCRs compared to prior years
- Other changes in your CCAB/area that influence changes (new stakeholders, new or changing policies and/or procedures, emerging crimes, offender characteristics, etc.)
- Review your past OCC funding proposals for ideas

Your data analysis forms the basis of your objectives and strategies. A weak link between them may result in denial of, or conditional revisions to, your Comprehensive Corrections Plan. Therefore, it is important to demonstrate a solid connection between your data, objectives, and supportive strategies.

Example: Objective #1 is intended to impact the overall prison commitment rate (PCR). To address this, your CCAB should analyze local felony dispositional & CCIS data and identified trends or changes that impacted that data. For example, trends and changes may include:

- CCAB stakeholder changes
- New judicial, probation, or CCAB staff or other personnel issues that impact referrals, screenings, or programming
- Service provider changes or issues

- Trends in local criminality (example: increase in drug related offenses, decrease in probation violations, etc.)
- Development or changes in local court services or programming (example: new Specialty Court programming, changes to court programming eligibility, etc.)

Your CCAB must then determine its proposed Overall PCR based on this analysis, with consideration given to the average of the last 3 years. Your CCAB must then identify the strategies that will impact its Overall PCR. All strategies that you are requesting funding for must be also be listed on the Budget Cost Description and have a completed Program Description. If you request funding for a program or service that is not identified as a strategy impacting any objective, it will not be considered for funding.

SAMPLE OBJECTIVE: To reduce the County's Overall Prison Commitment Rate (PCR) to 16% or less.

SAMPLE STRATEGY: C01 Cognitive Programming, G18 Outpatient Treatment Services, and B15 Employment Skills. I25 Gatekeeper will be utilized to screen all offenders for eligibility.

A-1: Using OMNI Felony Disposition data supplied by OCC for the previous two fiscal years:

1. Are overall felony dispositions increasing, decreasing, or stable? Decreasing
2. In the two charts below, please fill in the rates and number of dispositions for the *previous two fiscal years*. For CCABs with correctional facilities, please remove those dispositions with prisoner status (OMNI Report 3). Describe changes within Sentencing Guideline (SGL) categories identified below, including prison and non-prison dispositions, for State Board Target Populations. Any additional pertinent information necessary to establish a trend beyond 2 years must be included.: **Overall felony dispositions decreased by 39.5% from FY2019 to FY2020. The overall prison commitment rate (PCR) increased by 4.4% from FY2019 to FY2020. In FY2020 only the most serious offenders were processed through the courts due to the COVID-19 pandemic. This may be a factor in the increase in the PCR from FY2019 to FY2020. Although the overall PCR increased from FY2019, 39 less offenders were sentenced to prison in FY2020. The PCR for Group 2 Straddle Cell Offenders increased by .8%. However, only 81 defendants were sentenced to prison compared to 126 in FY2019.**

FY 2019 State PCR:	19.7%	Group 2 Rate:	12.9%	Straddle Cell Rate:	24.0%	Group 2 Straddle Rate:	23.0%
Overall PCR:	15.5%- 140 prison dispositions out of 905 felony dispositions						
Group 1:	27% - 74 prison dispositions out of 274 felony dispositions						
Group 2:	10.5% - 66 prison dispositions out of 631 felony dispositions						
Straddle PCR:	29.9% - 58 prison dispositions out of 194 felony dispositions						
Group 1:	25% - 17 prison dispositions out of 68 felony dispositions						
Group 2:	32.5% - 41 prison dispositions out of 126 felony dispositions						
FY 2020 State PCR:	19.2%	Group 2 Rate:	13.4%	Straddle Cell Rate:	22.9%	Group 2 Straddle Rate:	21.7%
Overall PCR:	19.9%- 109 prison dispositions out of 547 felony dispositions						
Group 1:	28.8% - 59 prison dispositions out of 205 felony dispositions						
Group 2:	14.6% - 50 prison dispositions out of 342 felony dispositions						
Straddle PCR:	31.3% - 40 prison dispositions out of 128 felony dispositions						
Group 1:	27.7% - 13 prison dispositions out of 47 felony dispositions						
Group 2:	33.3% - 27 prison dispositions out of 81 felony dispositions						

3. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. **Ottawa County continues to have a low prison commitment rate because of concerted efforts to keep eligible defendants in the community. The judges utilize programs offered by the Community Corrections Department on a consistent basis. Ottawa County also has the jail capacity to keep defendants in the community rather than sending them to prison. The jail generally operates at 65%-70% of the Rated Design Capacity.**

A-2: Felony Analysis - Key Objectives and Strategies

NOTE:

- Key Objectives should be measurable and provide sufficient detail so progress can be monitored.
- Strategies are the local programs that will be used to impact your Key Objectives. ***Only proposed programs that impact at least one Key Objective will be considered for funding.***

1. Key Objective #1 is intended to impact the Overall Prison Commitment Rate – please state the Objective: Reduce the overall PCR to 16.1% or below.

List OCC Programs in support of Objective #1:

1. Conduct Bond Risk Assessment-F22 and utilize the Pretrial Supervision Program -F23 as a means to oversee compliance with bail conditions, address any offender’s risks and needs, and provide a summary of compliance at the time of sentencing in order to assist judges in diverting appropriate offenders from prison. (Continuation)

2. Target adjudicated incarcerated pretrial defendants and incarcerated probation violators by using the Offender Assessment & Referral program-I22 to assess treatment needs for mental health and substance use disorders. (Continuation)

3. Provide treatment court participants with drug testing to ensure abstinence- Substance Abuse Testing Program - G17 (Continuation)

4. Utilize the Moral Reconciliation Therapy program to help defendants make wise decisions in relation to substance use disorders, anger management, codependency, criminal behavior, employment, and parenting - Cognitive Programming -C01 (Continuation)

5. Assess OWI 3rd offenders by using the Offender Assessment & Referral program and refer to appropriate level of treatment: Residential Services and outpatient treatment. Offender Assessment & Referral - I22 (Continuation)

6. Steer appropriate DDJR qualified offenders to Specialty Courts and treatment by conducting an assessment in jail prior to sentence - DDJR 5 Day Housing -Z02 (Continuation)

List Non-OCC funded Programs in support of Objective #1

Community Service, Jail Alternative Work Service, Building Men for Life, GED Programming, Substance Use Disorder Treatment, 12-Step Programs, 7 x7 Life Recovery

2. Key Objective #2 is intended to impact the Group 2 Straddle Cell Rate – please state the Objective: Reduce the Group 2 Straddle Cell PCR to 28.4% or below.

List OCC Programs in support of Objective #2:

1. Conduct Bond Risk Assessment-F22 and utilize the Pretrial Supervision Program -F23 as a means to oversee compliance with bail conditions, address any offender’s risks and needs, and provide a summary of compliance at the time of sentencing in order to assist judges in diverting appropriate offenders from prison. (Continuation)

2. Target adjudicated incarcerated pretrial defendants and incarcerated probation violators by using the Offender Assessment & Referral program-I22 to assess treatment needs for mental health and substance use disorders. (Continuation)

3. Provide treatment court participants with drug testing to ensure abstinence- Substance Abuse Testing Program - G17 and G17-DDJR (Continuation)

4. Utilize the Moral Reconciliation Therapy program to help defendants make wise decisions in relation to substance use disorders, anger management, codependency, criminal behavior, employment, and parenting - Cognitive Programming -C01 (Continuation)

5. Assess OWI 3rd offenders by using the Offender Assessment & Referral program and refer to appropriate level of treatment: Residential Services and outpatient treatment. Offender Assessment & Referral - I22 (Continuation)

6. Steer appropriate DDJR qualified offenders to Specialty Courts and treatment by conducting an assessment in jail prior to sentence - DDJR 5 Day Housing -Z02 (Continuation)

List Non-OCC funded Programs in support of Objective #2

Community Service, Jail Alternative Work Service, Building Men for Life, GED Programming, Substance Use Disorder Treatment, 12-Step Programs, 70X7 Life Recovery.

B: Recidivism Analysis

Public Act 511 mandates that CCABs “Provide improved local services for individuals involved in the criminal justice system with the goal of reducing the occurrence of repeat criminal offenses that result in a term of incarceration or detention in jail or prison.” As such, CCABs are required to address recidivism within their comprehensive plan, with a specific emphasis on how the plan is intended to impact the local recidivism rates.

The State Board has defined recidivism as “Probation Violations, either technical or new sentence, resulting in prison,” and has identified Probation Violators as being indicative of performance in this area:

- i. Probation Violators with a new felony conviction resulting in a prison sentence (PVNS)
- ii. Technical Probation Violators resulting in a prison sentence (PVT)

Based on OMNI Report 3, please use the following table to report the number of Probation Violators **that resulted in a prison disposition** for each listed category. Regional CCABs should list the Probation Violation Data for each County separately and provide a total, regional rate at the end of each row.

B-1: Using OMNI Felony Disposition data provided by OCC for:

Previous Fiscal Year Recidivism Rates

County Name	Ottawa County						Totals for Region:
Probation Violation - New Sentence to Prison							
Total	10						10
Probation Violation – Technical to Prison							
Total	1						1

B-2: Using OMNI Felony Disposition data supplied by OCC for the previous fiscal years:

1. Are overall felony Probation Violations dispositions increasing, decreasing, or stable? Decreasing
2. Describe changes within the Probation Violation disposition data for the previous two fiscal years, including prison and non-prison dispositions. Report rates with detailed explanation:

*	FY2019 PV New	PV Tech	FY2020 PV New	PV Tech
Total Non-Prison	48	53	29	61
Total Prison	19	2	10	1
<hr/>				
Total Violations	67	55	39	62
PV PCR	13.6%	1.4%	9.2%	1%

In FY 2019 there were 67 total New Violations and 55 Technical Violations. The PV New PCR was 13.6% and the PV Technical PCR was 1.4%. In FY2020 there were 39 total PV New Violations and 62 PV Technical Violations. The PV New PCR was 9.2% and the PV Technical PCR was 1%. There was a significant decrease in the PCR for PV New violations from FY2019 to FY2020 of 4.4%. The PCR for Technical Violations also decreased by .4%.

3. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. **There were no significant changes from FY2019 to FY2020 in policies, procedures or program operations.**

B-3: Recidivism Key Objectives and Strategies

NOTE:

- Key Objectives should be measurable and provide sufficient detail so progress can be monitored.
- Strategies are the local programs that will be used to impact your Key Objectives. **Only proposed programs that impact at least one Key Objective will be considered for funding.**

1. **Objective #1 is intended to impact recidivism by targeting: Technical Probation Violators State the Objective: Maintain the prison commitment of Technical Violators at 2.9% or below of all prison dispositions.**

List OCC Programs in support of Objective #1:

1. Offender Assessment & Referral Program
2. Substance Abuse Testing Program
3. Cognitive Behavioral Treatment Program

List Non-OCC funded Programs in support of Objective #1

Community Service, Jail Alternative Work Service, Building Men for Life, GED Programming, Substance Use Disorder Treatment, 12-Step Programs, 70X7 Life Recovery.

2. **Objective #2 is intended to impact recidivism by targeting: Probation Violators with a new sentence State the Objective: Maintain the prison commitment of Probation Violators with a new sentence at 9.2% or below of all prison dispositions.**

List OCC Programs in support of Objective #2:

1. Offender Assessment & Referral Program
2. Substance Abuse Testing Program
3. Cognitive Behavioral Treatment Program

List Non-OCC funded Programs in support of Objective #2:

Community Service, Jail Alternative Work Service, Building Men for Life, GED Programming, Substance Use Disorder Treatment, 12-Step Programs, 70X7 Life Recovery.

C: COMPAS Criminogenic Needs Profile

1. Please list the top 3 needs scales (medium/probable and high/highly probable combined) for **men and women collectively** as identified within the COMPAS Criminogenic Needs and Risk Profile for **all probationers** provided by OCC. Additionally, identify both the local and OCC strategies that will impact the identified needs scales:

The following are the top three scores on the COMPAS Criminogenic Needs and Risk Profiles for Ottawa County: Substance Abuse; Non-Compliance History; Criminal Involvement.

Local & OCC strategies that will impact the identified needs scales:

- Residential Services (RS)
- Substance Abuse Testing (SAT)
- Cognitive Behavior Therapy using Moral Reconciliation Therapy (MRT)
- Offender Assessment & Referral (OAR)
- Bond Risk Assessment
- Pretrial Services
- Electronic Monitoring Services (EMS)
- Treatment Courts
- Domestic Violence Initiative (DVI)
- Community Service Work Programs (CSW) & (JAWS)

- Jail Programs
- GED programming
- Inside Out Dads
- Substance Abuse-AA/NA
- Forgotten Man Ministries
- Moms in Touch
- Freedom for Women
- Bible Pod

- 2.
3. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. **Since March of 2020, the courts, county jail, and probation departments made concerted efforts to release low-risk offenders from jail as quickly as possible due to the COVID-19 pandemic. The Pre-Trial Supervision program and electronic monitoring services were essential in accomplishing this task.**

D: Local Practices to Address Probation Violators

Please explain in detail how the CCAB is targeting the needs of felony probation violators, both new sentence and technical. Include both local and OCC funded practices. **Felony probation violators are referred to jail alternative programs by probation agents. Referrals are sent to the Office of Community Corrections via email, along with the required documentation to demonstrate eligibility.**

Programs include Community Service and Jail Alternative Work Service (JAWS), treatment, vocational programs, and treatment courts. OCC funded initiatives include the following.

1. Offender Assessment & Referral Program - Incarcerated probation violators awaiting sentencing.
2. Substance Abuse Testing Program - Felony Probation Violator, regardless of COMPAS score
3. Cognitive Behavioral Treatment Program - Felony Probation Violator, regardless of COMPAS score

E: Local Vocational/Educational Practices

Please explain in detail what is being done locally to address the local vocational/employment needs of offenders. Remember to consider trade schools, community colleges or universities who offer training to our offenders. Include both local and OCC funded practices. **Offenders are referred to the following programs for vocational and employment needs:**

Jobs for Life Program, 70 x7, Michigan Works!, Taking Root Ministries, Holland Rescue Mission Gateway Academy, Job Seekers through St. Patrick and St. Anthony's Parish.

F: Local Practices to Address Persons with Substance Use Disorder(s)

1. How do defendants and offenders get screened for substance use services in your area (regardless of funding source)? **Probation agents or Pretrial Supervision Officers refer defendants to the CMH Access Center, to local agencies covered by the local PIHP or to private agencies based on the defendant's insurance. The agencies conduct the screening and forward the assessment to the courts. Defendants in jail are screened by CMH clinicians who provide screening services through the I-22 Actuarial Assessment - OAR Program.**
2. How do defendants and offenders get referred for a substance use assessment in your area (regardless of funding source)? **Probation agents or Pretrial Supervision Officers refer the defendants to the CMH Access Center, local PIHP approved agencies or to the OAR program if the defendant is in jail.**
3. After screening, how do defendants and offenders get referred to appropriate ASAM level of care treatment in your area? **Assigned agencies in the community provide access to outpatient services, detox, and residential treatment**

beginning with an initial assessment at a designated agency. Defendants are often referred to a location closest to their place of residency or based on need. Referral and approval of SUD treatment is based on the initial assessment. Most often, defendants complete SUD treatment at the agency where the initial assessment was conducted.

4. Are there any barriers or gaps in service to obtaining an assessment and treatment that your CCAB is requesting OCC funding to fill? **The Ottawa County CCAB is requesting continued funding for the 1-22 Actuarial Assessment-OAR program.** If so, please describe in detail: **Through this program, a CMH clinician is able to provide screening services specifically to defendants in jail. Without that clinician responding to the requests, defendants would have to go through the CMH Access Center upon release. The Access Center only has one SUD specialist assigned to respond to all non-jail related requests in the county. So without a clinician in the jail, there would be a significant delay in getting them processed. The Access Center would have a minimum of a 14 day turnaround, whereas the clinician at the jail can interview and complete the assessment in 1-3 days.**
5. What non-PA 511 funded services are available in your area? Be sure to include treatment court services. **Ottawa County has two felony Recovery Court Dockets. There are also four District Court DWI dockets that accept OWI-3rd offenders. Various private treatment agencies exist in the community that provide in-patient and outpatient services. Services are either paid for through PIHP funding, insurance, grants, or self-pay.**

G: Comprehensive Corrections Plan Summary

1. Please explain how the Comprehensive Corrections Plan, in coordination with the local practices, will impact the State Board Priorities, and ultimately offender success: **The Ottawa County Community Corrections Department, and the Michigan Department of Community Corrections Probation, provide appropriate sanctions and services as sentencing options for imposition at the discretion of the court, such as Treatment Courts, Substance Abuse Drug Testing Program, Morale Reconciliation Therapy, Community Service, and Jail Alternative Work Service. The goal is to reduce the occurrence of repeat criminal offenses that result in a term of incarceration or detention in jail or prison. The Ottawa County CCAB ensures the use of evidence-based practices to protect public safety and rehabilitate the offender.**
2. What steps will you take if you find that you are not meeting your objectives, or your strategies are not being implemented as planned? **There is ongoing promotion of offender programming with key players in the court system to divert appropriate defendants to alternatives to prison. That includes referrals to Treatment Courts, Cognitive Behavioral Therapy, substance use disorder and mental health treatment and drug testing.**
3. Program eligibility overrides may be requested in writing to the assigned OCC Specialist. Please document any additional override procedures your CCAB has approved. **No additional override procedures are in place.**

**MICHIGAN DEPARTMENT OF CORRECTIONS
OFFICE OF COMMUNITY CORRECTIONS
FY 2022 FUNDING PROPOSAL**

OTTAWA COUNTY

Comprehensive Plans & Services

Program	Program Code	Funding Request	Approved Funding	Reserved Funding	Total Funding Recommendation
Group-Based Programs					
Education	B00	-			-
Employment	B15	-			-
Cognitive	C01	24,960			-
Domestic Violence	C05	-			-
Sex Offender	C06	-			-
Outpatient Services	G18	-			-
Other Group Services	G00	-			-
Sub-Total		24,960	-	-	-
Supervision Programs					
Intensive Supervision	D23	-			-
Electronic Monitoring	D08	-			-
Pretrial Supervision	F23	70,500			-
Sub-Total		70,500	-	-	-
Assessment Services					
Actuarial Assessment	I22	18,786			-
Pretrial Assessment	F22	52,925			-
Sub-Total		71,711	-	-	-
Gatekeeper					
Gatekeeper	I25	-			-
Sub-Total		-	-	-	-
Case Management					
Case Management	I24	-			-
Substance Abuse Testing					
Substance Abuse Testing	G17	22,000			-
Other					
Other	Z00	-			-
5 Day Housing					
5 Day Housing	Z02	3,263			-
Program Total		192,433	-	-	-
Administration					
Salary & Wages		73,271.80			-
Contractual Services		-			-
Equipment		-			-
Supplies		-			-
Travel		-			-
Training		-			-
Board Expenses		-			-
Other		-			-
Administration Total		73,272	-	-	-
Total Comprehensive Plans & Services		265,705	0	0	0

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/18/2021

Requesting Department: Planning

Submitted By: Paul Sachs

Agenda Item: Property Assessed Clean Energy Program Establishment

Suggested Motion:

To approve and forward to the Board of Commissioners a Resolution of Intent to Establish a Property Assessed Clean Energy Program and set a Public Hearing for June 8, 2021.

Summary of Request:

Establishing a county wide Property Assessed Clean Energy (PACE) program in accordance with Public Act 270 of 2010 will have the effect of economic development and enhanced environmental sustainability by allowing the use of PACE for private and not for profit owners of commercial, industrial, and certain multi unit residential property to install energy efficient/renewable energy improvements. The PACE mechanism allows the owner to access funding that is secured by a special assessment on the property benefiting from the defined energy efficient improvements. The special assessment runs with the property, not the owner, making it a low risk investment for the commercial lender.

A non-profit entity, Lean and Green Michigan (LAGM), will be engaged to administer the program, at no cost to the County. This means that the staff time needed to offer this program to property owners will be minimal. LAGM gets paid by the program applicant at closing. The County is not under contract with LAGM, and can choose to disengage with them at any time.

Included with this action request: Resolution of Intent to Establish a PACE program and Call a Public Hearing, Draft Resolution to Establish a PACE program, and a Draft PACE Program Report, which provides terms, conditions, and documents necessary to offer the PACE program.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective: Goal 2, Objective 1: Consider initiatives that contribute to the economic health and sustainability of the County and its' residents.

Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its' residents.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

**OTTAWA COUNTY,
MICHIGAN**

PACE PROGRAM

June 8, 2021

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Lean & Green Michigan™ PACE Program

Executive Summary

Public Act No. 270 of 2010 (“Act 270”) authorizes local units of government to adopt Property Assessed Clean Energy (“PACE”) programs to promote the installation of energy efficiency improvements and renewable energy systems by owners of commercial or industrial property within a district designated by the local unit of government. Act 270 allows private commercial lenders to finance energy projects; authorizes local units of government to issue bonds, notes and other indebtedness; and authorizes the assessment of properties for the cost of the energy projects. Act 270 provides for repayment to the local unit of government or the private lender through a voluntary property assessment. The property assessment remains with the property and has the same priority as other property tax and assessment liens in the event of foreclosure.

Lean & Green Michigan™ (“LAGM”) has developed a collaborative approach to PACE programs for local units of government by standardizing the administrative and legal process under which PACE programs are created and managed. Many local units of government throughout the state joined have or are in the process of joining LAGM utilizing a “shared services” approach to eliminate upfront and ongoing program costs and duplication. Further, this approach creates one efficient statewide market, allowing property owners, lenders and clean energy contractors to utilize a standardized process as they employ PACE financing in multiple jurisdictions throughout the state.

This documentation package includes the report required by Section 9 of Act 270 and provides model forms of documents for the PACE program. As many of the details of a PACE transaction are determined on a project-specific basis, adjustments to the model documents may be required to fit a particular transaction. Additionally, there are several blanks left in the documents that should be filled in when the corresponding information is known.

OTTAWA COUNTY, MICHIGAN

PACE PROGRAM REPORT

This Lean & Green Michigan™ PACE Program Report contains the information required by Section 9 of Act 270. Additional information is available from Ottawa County ("Ottawa"). The PACE Program and Report were approved by the Board of Commissioners on June 8, 2021 subsequent to a public hearing held on June 8, 2021.

INTRODUCTION

In order to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare in the Ottawa County, the Board of Commissioners established the Ottawa County Property Assessed Clean Energy Program pursuant to Public Act No. 270 of 2010 (“Act 270”) by joining Lean & Green Michigan™ (“LAGM,” the “PACE Program” or “Program”). The PACE Program has identified specific sources of commercial funding to finance the implementation of energy efficiency improvements, renewable energy systems and energy projects within the Ottawa County PACE district (which is coterminous with the Ottawa County jurisdictional boundaries).

The Board of Commissioners passed a Resolution of Intent to create a PACE district by joining the Lean & Green Michigan statewide PACE program on May 25, 2021. The Board published its first version of this PACE Report thereafter and held a public hearing on June 8, 2021. The Board passed a Final Resolution adopting this PACE program on June 8, 2021.

The purpose of this PACE Report (hereinafter the “Report”) is to fulfill the requirements of Act 270. Section 9 of Act 270 requires a Report that includes: a form of contract between Ottawa and the record owner; identification of an official authorized to enter into program contracts on behalf of Ottawa; a maximum aggregate amount for financing provided by Ottawa under the program; an application process and eligibility requirements; a method for determining interest rates, repayment periods and the maximum amount of assessment; explanation of how assessments will be made and collected; a plan for raising capital; information regarding reserve funds and fees of the program; a requirement that the term of the assessment not exceed the useful life of the energy project; a requirement of an appropriate ratio of the amount of assessment to the assessed value of the property; requirement of consent from the mortgage holder; provisions for marketing and participant education; provisions for adequate debt service reserve fund; quality assurance and antifraud measures; and a requirement for baseline energy audits, ongoing savings measurements and performance guarantees for projects over \$250,000 in assessments.

1. Form of PACE Contract

A form of model PACE Special Assessment Agreement is attached as **Appendix A**. Individual property owners may negotiate project-specific terms to be included in an actual agreement based upon the specific energy efficiency and renewable energy improvements to be financed through the individual agreement, subject to the limitations set forth herein.

2. Authorized Official/PACE Administrator

Provided that there is no commitment of Ottawa County funding or liability, the County Administrator or his/her designee (the “Authorized Official”) is authorized to enter into PACE Program contracts on behalf of Ottawa County in consultation with Lean & Green Michigan, LLC (“LAGM”). The Authorized Official is further authorized to sign any agreement, documents or certificates necessary to facilitate the participation of property owners and to facilitate the purposes hereunder.

As part of Lean & Green Michigan™, LAGM will act as PACE administrator and will manage Ottawa's PACE Program. LAGM is authorized to negotiate with credit providers and PACE project participants to facilitate the use of the PACE Program and to assist PACE project applicants in obtaining owner-arranged financing.

3. Financing Parameters

In establishing its PACE district, Ottawa intends for PACE projects to be funded through owner-arranged private financing, only, unless this Report is expressly modified to provide otherwise. The maximum aggregate annual amount of financing provided by Ottawa in 2020 and subsequent years shall be zero dollars. The maximum aggregate dollar amount for financing provided by Ottawa may be adjusted and/or amended on an annual basis or more frequently by the Board of Commissioners and will remain at zero dollars unless and until it is changed through an express amendment to this Report approved by resolution of the Board of Commissioners in a properly noticed meeting.

As noted above, Ottawa shall not provide any financing for PACE projects under Ottawa's PACE Program. Ottawa's PACE Program shall be solely funded through owner-arranged financing from commercial lenders, as allowed under Act 270, Section 9(1)(g)(iii). Owner-arranged financing from commercial lenders is not included under the maximum aggregate annual dollar amount for financing provided by Ottawa under the Program. There is no limit on the maximum aggregate annual amount of financing provided by private commercial lenders under the program. The dollar amount for financing of a particular project will be established by the property owner seeking to make the property improvement and the commercial lender seeking to finance the energy improvements, as approved by LAGM and the Authorized Official.

4. Application Process/Eligibility Requirements

Application Process:

The application process for financing projects under the Program shall be that of LAGM. The current application form is attached as **SAA Appendix F**. This form may be changed or amended as necessary by LAGM.

Eligibility Requirements:

The eligibility requirements for financing projects under the Program shall be those of LAGM. Eligibility requirements may be changed or amended as necessary by LAGM. The current list of eligibility requirements is attached as **SAA Appendix A**.

5. Financing Terms of Assessments

The interest rate for PACE special assessment installments supplied by commercial lenders shall be negotiated by the parties based on current market conditions.

The maximum allowable repayment period of a PACE special assessment must be included in the PACE Special Assessment Agreement and will be determined on a project-specific basis and shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 30 years.

The maximum dollar amount of a PACE special assessment shall be negotiated on a project-specific basis between the property owner and the entity providing the financing based upon the specific energy efficiency improvement(s), water efficiency improvement(s) and/or renewable energy system(s) included in the individual PACE Special Assessment Agreement.

6. Assessment Collection Process

Within the parameters set forth herein, the Authorized Official will authorize one or more commercial lenders to provide financing to defray all or part of the cost of the energy improvements by special assessment upon the Special Assessment Parcel, which the Authorized Official will find is especially benefited in proportion to the costs of the energy improvements.

The Special Assessment Roll, attached as **SAA Appendix C**, will be spread by the Authorized Official on behalf of Ottawa and without objection by the property owner to allocate one hundred percent (100%) of the PACE special assessment levy created hereby to the Special Assessment Parcel.

The PACE special assessment, as allocated by the Authorized Official on behalf of Ottawa without objection by the property owner, will be finally established against the property and the energy projects to be constructed on the Special Assessment Parcel. The PACE special assessment will be effective immediately upon the execution of the PACE Special Assessment Agreement by the property owner. The PACE special assessment may be paid in semi-annual installments pursuant to Section 13(2) of Act 270. The Authorized Official, on behalf of Ottawa, will confirm the Special Assessment Roll.

7. Financing Program

LAGM has developed and will continue to develop an active roster of financial institutions, institutional investors and other sources of private capital available to finance PACE projects in Michigan. By participating in LAGM, Ottawa helps its constituent property owners gain access to private capital made available through the statewide program. Ottawa authorizes the use of owner-arranged financing from commercial lenders to finance qualified energy projects under the Program.

8. Reserve Fund

By participating in LAGM, Ottawa assists its constituent property owners in taking advantage of any and all appropriate loan loss reserve and gap financing programs of the Michigan Economic Development Corporation (“MEDC”) and other federal and state entities. Such financing mechanism can be used to finance a reserve fund if deemed necessary and appropriate by Ottawa.

9. Fee Schedule

Application, administration and program fees for record owners shall be those of LAGM and any out of pocket costs, if any, incurred by Ottawa County. Administration and program fees will be determined on a project-specific basis and will depend on the size, nature and complexity of the energy project(s) and financing mechanism(s) involved.

10. Useful Life

The maximum length of time allowable for repayment of a PACE assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 30 years and will be determined on a project-specific basis by LAGM. Projects involving multiple energy efficiency improvements and/or renewable energy systems may aggregate the useful life of each improvement to determine an overall useful life figure for financing purposes. In aggregating the improvements, the property owner must appropriately weigh each improvement's dollar cost.

11. Property Eligibility Parameters

The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. Additionally, the overall indebtedness on the property must be appropriate. In calculating the appropriate ratios, the property owner and the lender providing the financing may determine the market value of the property using either: 1) the market value of the property before the PACE project as agreed to by the property owner and the lender providing the financing using a proper measure such as a recent appraisal or two times the State Equalized Value; or 2) the market value of the property upon completion of the PACE project as agreed to by the property owner and the lender providing the financing using a proper measure such as an appraisal of the "as completed" value of the property or the current market value of the property plus 75% of the value of the PACE project.

In calculating the appropriate ratio of the amount of the assessment to the market value of the property, the cost of the energy project (excluding closing costs and interest) shall generally not exceed 25% of the market value of the property.

In calculating the appropriate ratio of total indebtedness on the property, if the property owner and the lender providing financing calculate an appropriate ratio using the market value of the property before the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 95% of the market value of the property. If the property owner and the lender providing financing calculate an appropriate ratio using the market value upon completion of the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 90% of the market value of the property.

LAGM and the Authorized Official may permit projects that exceed these values for reasonable cause on a case-by-case basis, and in such cases must include a letter of explanation as an addendum to the Special Assessment Agreement.

12. Mortgage Consent Requirement

If a property is subject to a mortgage the record owner must obtain written consent from the mortgagee to participate in the Program. Proof of lender consent must be submitted before a Special Assessment Agreement may be executed. A form of lender consent to participate in a PACE Program is attached as **SAA Appendix H**.

13. Marketing Program

LAGM has developed an ongoing marketing and participant education program. By joining LAGM, Ottawa gains access to this program and agrees to partner with LAGM in educating businesses in Ottawa about opportunities to save energy, save money and improve their property value. The County authorizes the use of Ottawa's logo by LAGM to be incorporated into the LAGM website and other communication vehicles. More information regarding the Program can be obtained at LAGM's website: www.leanandgreenmi.com; or at Ottawa's website at <https://www.miottawa.org/>. Notwithstanding the above, LAGM is not authorized to incur any liability on behalf of Ottawa County.

14. Quality Assurance and Antifraud Measures

LAGM includes the following quality assurance and antifraud measures:

- i. Business integrity review on clean energy contractors conducted by Michigan Saves;
- ii. Background check process on clean energy contractors conducted by Michigan Saves; and
- iii. Other general due diligence as may be necessary or required.

15. Audit Requirement

As set forth in the PACE Program Application, a baseline energy audit must be completed before an energy project is undertaken. Each contract will require and provide adequate funding for monitoring and verification of energy savings throughout the life of the special assessment.

16. Projects Over \$250,000

As set forth in the PACE Special Assessment Agreement, energy projects financed with more than \$250,000 require ongoing measurements to establish energy savings and a guarantee from the contractor that the energy project will achieve a savings to investment ratio greater than one.

17. Amendments to the Program

A public hearing shall not be required to amend this Program. LAGM, with the prior consent of Ottawa, may amend the Ottawa PACE program as necessary from time to time.

**APPENDIX A
SPECIAL ASSESSMENT AGREEMENT**

SPACE ABOVE FOR RECORDING PURPOSES

**PACE SPECIAL ASSESSMENT AGREEMENT
(OWNER-ARRANGED FINANCING)**

by and among

OTTAWA COUNTY, MICHIGAN

and

PROPERTY OWNER

and

PACE LENDER

Dated: _____

Ottawa County PACE Special Assessment Agreement

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APPENDIX:

APPENDIX A:	PROGRAM ELIGIBILITY REQUIREMENTS
APPENDIX B:	SPECIAL ASSESSMENT PARCEL DESCRIPTION
APPENDIX C:	SPECIAL ASSESSMENT ROLL
APPENDIX D:	PAYMENT SCHEDULE
APPENDIX E:	DESCRIPTION OF IMPROVEMENTS
APPENDIX F:	LEAN & GREEN MICHIGAN PACE PROGRAM APPLICATION
APPENDIX G:	FORM OF CERTIFICATE OF ASSIGNMENT
APPENDIX H:	FORM OF LENDER CONSENT

Ottawa County PACE Special Assessment Agreement

PACE SPECIAL ASSESSMENT AGREEMENT (OWNER-ARRANGED FINANCING)

THIS PACE SPECIAL ASSESSMENT AGREEMENT (this “Agreement”) is made this [INSERT DATE] between OTTAWA COUNTY, a Michigan county corporation (the “County”), whose address is 12220 Fillmore Street, West Olive, MI 49460, PROPERTY OWNER, a Michigan limited liability company (the “Property Owner”), whose address is INSERT ADDRESS, and PACE LENDER, a Michigan limited liability company (the “Lender”), whose address is INSERT ADDRESS.

RECITALS:

A. Pursuant to Act 270 and a resolution adopted by the Ottawa County Board of Commissioners on [INSERT DATE], Ottawa has established the PACE Program as described in the PACE Program Report and has created the Special Assessment District under the PACE Program for the purpose, *inter alia*, of assisting a record owner of property within the Special Assessment District in obtaining Owner-Arranged Financing from a commercial lender to defray the costs of one or more Energy Projects on the property.

B. Under Act 270, Ottawa County is authorized, pursuant to an agreement with the record owner of property within the Special Assessment District, to impose a special assessment on the property to be benefitted by the Energy Projects in order to secure and provide for the repayment of the Owner-Arranged Financing.

C. The Property Owner desires to undertake certain Energy Projects on commercial property of the Property Owner located within the Special Assessment District, as described herein, and has obtained a commitment from the Lender to make the Loan to the Property Owner to defray its cost.

D. In order to induce the Lender to make the Loan to the Property Owner, the Property Owner has requested that Ottawa County enter into this Agreement to impose a special assessment on the property to be benefitted by the Energy Projects, in accordance with Act 270, which special assessment will secure and provide for repayment of the Loan from the Lender.

E. Pursuant to Act 270 and the PACE Program, Ottawa County is authorized to enter into this Agreement.

In consideration of the foregoing and the mutual covenants contained in this Agreement, the County, the Property Owner and the Lender agree that:

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ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used in this Agreement and Recitals shall have the meanings stated in Act 270 and as stated immediately below, except to the extent the context in which they are used requires otherwise:

(a) “**Act 270**” means Act 270 of the Michigan Public Acts of 2010, commonly referred to as the Property Assessed Clean Energy Act, MCL 460.931 et seq.

(b) “**Agreement**” means this PACE Special Assessment Agreement as same may be amended and/or restated.

(c) “**Applicable Interest Rate**” means the per annum rate of interest specified in the Loan Documents at which the Special Assessment Roll bears interest as calculated by the Lender in accordance with the provisions of Section 4.01 of this Agreement.

(d) “**Authorized Official**” means the County Administrator or his/her designee, who is authorized to exercise the authority of an Authorized Official under the terms of the PACE Program Report.

(e) “**Default Rate**” means the rates dictated for counties by the Michigan General Property Tax Act of 1893 as amended (MCL 211.78a and 211.78g).

(f) “**Energy Efficiency Improvement**” means equipment, devices, or materials intended to decrease energy consumption, including, but not limited to, all of the following: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; and any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Ottawa County Board of Commissioners.

(g) “**Energy Project**” means the installation or modification of an Energy Efficiency Improvement or the acquisition, installation, or improvement of a Renewable Energy Improvement.

(h) “**Event of Default**” has the meaning set forth in Section 7.01 hereof.

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(i) “**Force Majeure**” means unforeseeable events beyond a party’s reasonable control and without such party’s failure or negligence including, but not limited to, acts of God, acts of public or national enemy, acts of the federal government, fire, flood, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, and delays of contractors due to such causes, but only if the party seeking to claim Force Majeure takes reasonable actions necessary to avoid delays caused thereby.

(j) “**General Property Tax Act**” means the General Property Tax Act, Act 206, Public Acts of Michigan, 1893, as amended.

(k) “**Improvements**” means the Energy Efficiency Improvements and the Renewable Energy Improvements being undertaken by the Property Owner on the Special Assessment Parcel as described in **Appendix E** attached hereto.

(l) “**LAGM**” shall mean Lean & Green Michigan, LLC, a Michigan limited liability company.

(m) “**Lean & Green Michigan™**” means a statewide property assessed clean energy program open to all local units of government operated as a public-private partnership by LAGM in order to facilitate property assessed clean energy program-financed transactions.

(n) “**Lender**” has the meaning set forth in the preamble.

(o) “**Loan**” means the loan obtained by the Property Owner from the Lender pursuant to Owner-Arranged Financing to defray a portion of the cost of the Improvements under the terms of the Loan Documents.

(p) “**Loan Documents**” means the Loan Agreement, dated as of [INSERT DATE], between the Property Owner and the Lender and any and all exhibits or attachments thereto, including any documents amending, restating, replacing, extending or otherwise modifying the Loan Agreement and all documents provided to the Lender from time to time by the Property Owner to evidence or secure the Loan as required pursuant to the terms of the Loan Agreement.

(q) “**Owner-Arranged Financing**” means the process by which a property owner secures financing for improvements to its property that does not involve bonds or any other form of funding provided by the County.

(r) “**PACE Program**” shall mean the property assessed clean energy program implemented by the County pursuant to Act 270 and the PACE Program Report to stimulate energy efficiency and renewable energy projects in conformity with Act 270.

(s) “**PACE Program Report**” means the Lean & Green Michigan™ PACE Program Report approved by the Ottawa County Board of Commissioners on [INSERT DATE], including any amendments or changes thereto made before the date of this Agreement.

(t) “**Payment Schedule**” has the meaning set forth in Section 4.01 hereof.

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(u) “**Property Owner**” has the meaning set forth in the preamble.

(v) “**Renewable Energy Improvement**” means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer’s side of the meter that use one (1) or more renewable energy resources to generate electricity, gas, or other power. Renewable Energy Improvement includes a biomass stove but does not include an incinerator or digester.

(w) “**Special Assessment**” means the money obligation created pursuant to this Agreement with respect to the Special Assessment Parcel used to defray the cost of the Improvements and which shall, together with all interest, charges and penalties which may accrue thereon, be a lien upon the Special Assessment Parcel of the same priority and status as other property tax liens and other assessment liens as provided in Act 270 until such amounts have been paid in full.

(x) “**Special Assessment District**” means the Special Assessment District established as part of the PACE Program pursuant to Act 270.

(y) “**Special Assessment Parcel**” means the property located in the Special Assessment District to which one hundred percent (100%) of the Special Assessment has been spread by the County and which is more particularly described on the attached **Appendix B**.

(z) “**Special Assessment Roll**” has the meaning set forth in Section 4.01 hereof.

ARTICLE II DESCRIPTION OF IMPROVEMENTS

Section 2.01 Description of Improvements. The Improvements to be acquired, constructed, installed and financed by the Property Owner under the PACE Program are described in **Appendix E** attached hereto. If after project approval, the Property Owner seeks to undertake additional Improvements, **Appendix E** may be amended or supplemented from time to time. Such additional Improvements must meet all the eligibility criteria of the PACE Program and the PACE Program Report and may be added to the original application as a modification, or submitted as a new project, at the discretion of LAGM and the Authorized Official.

ARTICLE III COVENANTS OF THE PROPERTY OWNER

Section 3.01 Acquisition, Construction and Installation of Improvements.

(a) The Property Owner covenants and agrees to acquire, construct and install the Improvements as described in **Appendix E** on the Special Assessment Parcel described on **Appendix B** in full conformity with all applicable laws and regulations and in compliance with the PACE Program eligibility requirements set forth in **Appendix A**. If the proceeds of the Loan are not sufficient to pay the costs of the Improvements as aforesaid, the Property Owner agrees

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to complete the Improvements and to pay that portion of the costs of the Improvements in excess of the amount of the Loan. The Property Owner acknowledges and agrees that the County makes no representation, either express or implied, that the proceeds of the Loan will be sufficient to pay the total costs of the Improvements, and the Property Owner agrees that if, after exhaustion of the proceeds of the Loan, the Property Owner shall be required to pay any portion of the costs of the Improvements from its own funds, the Property Owner shall not be entitled to any reimbursement therefor from County or from the Lender, nor shall the Property Owner be entitled to any abatement or diminution of the amount of the Special Assessment created by this Agreement or of any interest, charges or penalties which may accrue thereon.

(b) To provide for monitoring and verification of the Energy Project, the Property Owner has created an Energy Star Portfolio Manager account and has linked this account to the LAGM Energy Star Portfolio Manager account. The Property Owner has entered all electricity bills for the Special Assessment Parcel for the year (12 consecutive months) immediately preceding the installation of the Energy Project. The Property Owner further agrees to enter its electricity bills for the duration of the Agreement on an annual basis. Annual electricity bills for the Special Assessment Parcel will be entered into the Property Owner's Energy Star Portfolio Manager account by January 31 of each year after the year for which the electricity bills are to be entered.

ARTICLE IV PACE SPECIAL ASSESSMENT

Section 4.01 PACE Special Assessment Created.

(a) At the request of the Property Owner, the County hereby determines to assist the Property Owner in obtaining the Loan to defray a portion of the cost of the Improvements on the Special Assessment Parcel by the levy of the Special Assessment upon the Special Assessment Parcel, which the Authorized Official on behalf of the County finds is especially benefited in proportion to the cost of the Improvements. The Special Assessment created hereby has been spread by the Authorized Official on behalf of the County on the Special Assessment Roll attached hereto as **Appendix C** (the "Special Assessment Roll"), with the consent of the Property Owner, to allocate one hundred percent (100%) of the Special Assessment to the Special Assessment Parcel.

(b) The Special Assessment, as allocated by the Authorized Official with the consent of the Property Owner, is hereby finally established and levied against the Special Assessment Parcel as described on the attached **Appendix B** in the principal amount of [INSERT LOAN AMOUNT] as stated on the Special Assessment Roll. The Special Assessment is effective immediately upon the execution and delivery of this Agreement by the Property Owner. The Special Assessment shall be paid by the Property Owner in [NUMBER] semi-annual installments on the dates and in the amounts set forth in the payment schedule attached hereto as **Appendix D** (the "Payment Schedule"). The Special Assessment Roll and the Payment Schedule are hereby confirmed by the Authorized Official on behalf of the County. The unpaid amount of the Special Assessment Roll shall bear interest from the date of execution and

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delivery of this Agreement at the Applicable Interest Rate, as calculated by the Lender in accordance with the terms of the Loan Documents, payable by the Property Owner semi-annually on each date on which any installment of the Special Assessment is due in accordance with the Payment Schedule. Notwithstanding the foregoing, (i) if any installment of the Special Assessment or any interest due and payable on the Special Assessment Roll is not paid by the Property Owner when and as the same shall become due and payable in accordance with the provisions of this Section 4.01 or (ii) any “event of default” under the Loan Documents has occurred and is continuing, the unpaid amount of the Special Assessment Roll shall bear interest at the Default Rate as calculated by the Lender in accordance with the terms of the Loan Documents, for as long as such amounts remain unpaid or for so long as such “event of default” under the Loan Documents exists and is continuing. The Count, the Property Owner and the Lender agree that the Lender shall be solely responsible for the determination from time to time of the Applicable Interest Rate and the Default Rate and the amount of interest due and payable by the Property Owner on the Special Assessment Roll on each day on which interest thereon is due and payable as provided in this Agreement, and the Lender’s determination thereof shall be binding on the Property Owner absent manifest error. The Property Owner and the Lender agree that the Count shall under no circumstance have any obligation to determine the Applicable Interest Rate or the Default Rate or to calculate the amount of any interest payment due on the Special Assessment Roll as provided in this Agreement, and the Count may conclusively rely upon the Lender’s determinations thereof for the purpose of exercising and discharging all of the County’s rights and obligations under this Agreement. The Lender agrees to provide, or cause to be provided, notice to the Property Owner and the Count of the determinations of the Applicable Interest Rate and the Default Rate, as applicable, pursuant to this Section 4.01(b) at such times, and from time to time, as the Property Owner or the County may request.

Section 4.02 Assignment of Special Assessment Payments to Lender. At the request of the Property Owner and the Lender, and pursuant to Section 9(g)(iii) of Act 270, the County hereby irrevocably assigns to the Lender its right to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01(b) of this Agreement. In pursuance of the foregoing, the County, the Property Owner and the Lender agree that, except as provided in Section 4.05 of this Agreement, (i) all installments of the Special Assessment, whether payable in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable upon the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, shall be paid by the Property Owner directly to the Lender when due at such address in the United States as may be designated by the Lender in writing to the Property Owner and the County; (ii) the County shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the County or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll; and (iii) absent receipt by the County of written notice from the Lender of a payment default in accordance with Section 4.05 hereof, the County shall be entitled to conclusively presume that all installments of the Special

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Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement.

Section 4.03 Property Owner's Consent to Special Assessment; Waiver.

(a) The Property Owner hereby irrevocably consents to and confirms the creation of the Special Assessment Roll and the levy of the Special Assessment established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING AND DEFENSES TO, THE LEGALITY, VALIDITY, ENFORCEABILITY OR COLLECTABILITY OF THE SPECIAL ASSESSMENT, including, but not limited to, claims arising from, relating to or otherwise based upon any theory of procedural defect concerning the approval of the Improvements, the establishment of the Special Assessment District, confirmation of the Special Assessment Roll and the Payment Schedule, the County's right to place the Special Assessment lien on the Special Assessment Parcel, the collectability and due dates of the Special Assessment installments and interest due and payable on the Special Assessment Roll, or any other theory or claim. The Property Owner further waives notice of hearing and the right to file objections if and to the extent such rights exist under any special assessment ordinance of the County.

(b) Following the signing of this Agreement, no suit or action of any kind shall be instituted or maintained for the purpose of contesting or enjoining the collection of the Special Assessment, and the Property Owner, for itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Special Assessment Parcel, hereby irrevocably waives its rights to contest the Special Assessment with any adjudicative body having jurisdiction over the subject matter, including, but not limited to, the Michigan Tax Tribunal.

(c) In addition to any conditions, covenants, warranties and representations specified in the Loan Documents, the Property Owner shall not sell, transfer, alienate or convey any of its interest in the Special Assessment Parcel without first having given written notice of the Special Assessment to any successors in interest, lessees, purchasers or assigns and having made a copy of this Agreement part of any purchase contract, sale contract, lease agreement, deed or any other conveyancing instrument by which the Property Owner purports to assign all or any part of its interest in the Special Assessment Parcel to any successors in interest, lessees, purchasers, transferees, licensees and assigns. This Agreement shall be recorded against the real property constituting the Special Assessment Parcel by the PACE lender with the Register of Deeds of Ottawa County, State of Michigan.

(d) The Property Owner agrees that it, its successors and assigns shall, during the term of this Agreement and the Special Assessment, pay all ad valorem real property taxes and assessments levied against the Special Assessment Parcel when due and the Property Owner specifically waives, irrevocably for itself, its successors and assigns as to any and all portions of the Special Assessment Parcel, the right to pay ad valorem real property taxes and assessments on any other installment method which may be available to property owners in the County.

(e) The County agrees that following (i) payment by the Property Owner in full of the Special Assessment, together with all accrued interest on the Special Assessment Roll, and all

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other interest, charges and penalties which may accrue thereon, and (ii) receipt by the County of written acknowledgment from the Lender that the Special Assessment, together with all accrued interest on the Special Assessment Roll, has been paid to the Lender in full, it will promptly execute and deliver documentation discharging the lien of the Special Assessment on the Special Assessment Parcel. Until the Special Assessment liability has been fully satisfied and the lien discharged, each purchaser of all or any part of the Special Assessment Parcel, as a condition of closing on such purchase, shall execute and deliver to the County a written notice: (i) acknowledging the principal amount unpaid and outstanding on the Special Assessment; (ii) agreeing to the assumption of the liability to pay the Special Assessment, and any interest thereon, on a timely basis, when due, until the remaining balance and interest on said Special Assessment has been paid in full; (iii) acknowledging that the title insurance policy will state that the Special Assessment has not been paid at time of closing thereon; and (iv) agreeing to pay to the Lender at or prior to the close of the purchase all past due installments of the Special Assessment and all past due payments of interest on the Special Assessment Roll. The representations set forth in such written notice shall be enforceable at law and in equity, including without limitation, by way of specific performance.

Section 4.04 Lien. The Special Assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be a lien upon the Special Assessment Parcel for the amount of the Special Assessment and all interest, charges and penalties that may accrue thereon. Such lien shall be of the same character and effect as liens created pursuant to the ordinances of the County for County taxes and shall be treated as such with respect to procedures for collection as set forth in the General Property Tax Act and the ordinances of the County, including accrued interest, charges and penalties. The Special Assessment confirmed hereby is a debt to the County from the Property Owner and its successors in interest, lessees, purchasers and assigns. The right of the County to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01, has been irrevocably assigned by the County to the Lender in accordance with the provisions of Section 4.02 of this Agreement. No judgment or decree shall destroy or impair any lien of the County upon the premises assessed for such amount of the Special Assessment as may have been equitably or lawfully charged and assessed thereon. Failure of the Property Owner or any subsequent property owner to receive any notice required to be sent under the provisions of the ordinances of the County or this Agreement shall not invalidate the Special Assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

Section 4.05 Payment Default.

(a) If any installment of the Special Assessment or interest due on the Special Assessment Roll shall not have been paid by the Property Owner to the Lender, as assignee of the County, at the time and in the amount required by Section 4.01 hereof (a "Payment Default"), the Lender shall, within thirty (30) days following the date such sums were due and payable (the "Payment Default Date"), deliver written notice to the County stating all of the following: (i) that a Payment Default has occurred under this Agreement; (ii) the Payment Default Date; (iii) the amount of the Special Assessment that was due and payable as of the Payment Default Date and

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which remains unpaid and the amount of interest on the Special Assessment Roll that was due and payable as of the Payment Default Date and which remains unpaid (collectively, the “Payment Default Amount”); and (iv) an attestation by an authorized officer of the Lender that the statements contained in the foregoing notice are true, correct and complete as of the date of such notice. Upon receipt of such notice from the Lender, the County shall take such actions as may be required to cause the Payment Default Amount to be certified for collection on the summer or winter tax bill next succeeding the Payment Default Date, and such Payment Default Amount shall be collected at the same time and in the same manner as is prescribed for the collection of the County taxes under the General Property Tax Act and the ordinances of the County. The County may assess a fee for delinquent taxes, interest, penalties, and fees as provided under General Property Tax Act Section 211.78. Notwithstanding the foregoing provisions of this Section 4.05(a), if the County shall determine that the notice of the Lender described in this Section 4.05(a) was not received by the County in sufficient time to permit the Payment Default Amount to be placed for collection on the summer or winter tax bill next succeeding the Payment Default Date, such Payment Default Amount shall be certified for collection on the next summer or winter tax bill issued thereafter. The County shall be entitled to conclusively rely upon any notice of the Lender delivered pursuant to this Section 4.05(a) as to the existence of a Payment Default and as to the Payment Default Amount, and shall not be liable to the Property Owner or to any other person for any action taken by the County pursuant to the terms of this Agreement or otherwise in reliance upon the information contained in such notice. Absent receipt by the County of written notice from the Lender of a Payment Default in accordance with this Section 4.05(a), the County shall be entitled to presume conclusively that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement, and the County shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the County or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll.

(b) The County hereby agrees that, pursuant to the assignment set forth in Section 4.04, it will cause to be paid over to the Lender all amounts received by the County from the Ottawa County Treasurer as collections of any Payment Default Amount within forty-five (45) days of the date such sums are received by the County from the Ottawa County Treasurer. The parties hereto expressly acknowledge and agree that in no event shall the County advance to the Lender the amount of any unpaid Payment Default Amount, and the County shall be obligated to pay over to the Lender only such sums as are actually received by the Ottawa County Treasurer as collections of any Payment Default Amount.

(c) In the event that any interest, penalties, fees or other charges shall be imposed upon the Special Assessment Parcel or against the Special Assessment Roll or the amount of any unpaid Special Assessment pursuant to the ordinances of the County or the General Property Tax Act, by Ottawa County, Michigan, for the administration, billing, collection or enforcement of the Special Assessment created hereby, such amounts shall remain a debt of the Property Owner to Ottawa County, Michigan, as their interests may appear, and shall not be deemed to have been assigned to the Lender pursuant to the terms of this Agreement or otherwise.

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Section 4.06 Prepayment of Special Assessment. Subject to the provisions of the Loan Documents, including, without limitation, prepayment penalties, if any, the Property Owner may, upon sixty (60) days' written notice to the Lender and the County, prepay any installment of the Special Assessment specified in the Payment Schedule by causing to be paid to the Lender the amount of the installment to be prepaid, together with accrued interest thereon to the date of prepayment. If such prepayment of any installment is not received by the Lender on the date specified for prepayment, the Lender shall promptly deliver written notice to the County that such prepayment was not received by the Lender.

Section 4.07 Invalidity; Cure. In the event of any invalidity of the Special Assessment, the Authorized Official, at the request of the Lender, and if the County shall have received indemnity satisfactory to the Authorized Official for its costs and expenses (including reasonable attorneys' fees), shall cause a new Special Assessment to be made for all or any part of the Improvements in accordance with Act 270 and the PACE Program as reasonably determined by the Authorized Official. The Property Owner, on behalf of itself and its successors in interest, lessees, purchasers, and assigns, hereby waives any objections to and agrees to the imposition of such new Special Assessment; *provided, however*, that the amount of the new Special Assessment shall not exceed the unpaid principal amount of the Loan at the time the new Special Assessment shall be established.

Section 4.08 Ottawa County or Ottawa County Treasurer Becoming Owner of the Special Assessment Parcel. In the event that the County Treasurer takes ownership of the Special Assessment Parcel by operation of law, the County Treasurer and the Lender agree that while the lien on the Special Assessment Parcel will remain in full force and effect, and all principal, interest, penalties, fees, and other charges, either based on Michigan Compiled Laws or the Loan Documents will continue to accrue during the period of time that the County Treasurer owns the Special Assessment Parcel. No loan or special assessment payments, including interest, penalties, fees or other charges, are required to be paid or will be accrued by the County Treasurer to the Lender. Any and all principal, interest, penalties, fees, and other charges which accrue during the period by which the County Treasurer own the Special Assessment Parcel will, in the sole and unlimited discretion of the Lender, either be: (1) considered immediately due and payable by any person or entity who purchases the Special Assessment Parcel from the County Treasurer, and no sale or transfer of the Special Assessment Parcel is valid unless and until all principal, interest, penalties, fees, and other charges have been paid by the subsequent owner of the Special Assessment Parcel; or (2) capitalized into the outstanding principal balance of the Special Assessment, causing the Lender to provide a revised Payment Schedule in an amount necessary to amortize the new outstanding principal balance of the Special Assessment over the remaining number of payments. The lien created by the Special Assessment shall not be extinguished or released until all necessary principal and interest payments, as well as all penalties, fees, and other charges, as determined solely by Lender, have been paid and received by Lender.

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ARTICLE V CONDITIONS PRECEDENT

Section 5.01 Conditions Precedent to the County's Obligations.

The obligations of the Count under this Agreement shall be subject to the satisfaction of the following conditions precedent on or prior to the date of execution and delivery of this Agreement by the County, unless waived in writing by the County:

(a) The County, the Property Owner and the Lender shall have authorized, executed and delivered this Agreement and all approvals required hereby shall have been secured.

(b) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Property Owner or the County is a party, or shall be threatened in writing against the Property Owner or the County, contesting the validity or binding effect of this Agreement, the Special Assessment or the Owner-Arranged Financing contemplated hereby, or which, if adversely decided, could have a material adverse effect upon the ability of the Property Owner to pay or the County to levy the Special Assessment or to assign to the Lender the right to receive payments of the Special Assessment, or which could have a material adverse effect on the ability of the Property Owner or the County to comply with any of the obligations and terms of this Agreement.

(c) There shall be no ongoing breach of any of the covenants and agreements of the Property Owner required to have been observed or performed by the Property Owner under the terms of this Agreement and no Event of Default by the Property Owner, and no event which, with the passage of time or the giving of notice or both could become an Event of Default by the Property Owner under this Agreement, shall have occurred.

(d) All documents, schedules, materials, maps, plans, descriptions and related matters which are contemplated to be made Appendices to this Agreement shall have been fully completed by the Property Owner to the County's reasonable satisfaction and such Appendices shall be true, accurate and complete.

(e) The Property Owner shall meet all eligibility requirements as set forth in **Appendix A.**

(f) The Property Owner and the Lender shall have authorized, executed and delivered the Loan Documents, and the Lender shall have funded the Loan in accordance with the terms of the Loan Documents.

(g) The Property Owner shall not have filed for bankruptcy or sought the protections of any state or federal insolvency law providing protections to debtors.

(h) The Property Owner shall have obtained consent from each holder of a mortgage interest or lien upon the Special Assessment Parcel prior to the execution and delivery of this Agreement in substantially the form set forth in the PACE Program Report.

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ARTICLE VI REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties of the County.

The County represents and warrants to the Property Owner that, as of the date of this Agreement:

(a) The execution and delivery of this Agreement has been duly authorized by the County, and this Agreement complies with Act 270 and constitutes a valid and binding agreement of the County, enforceable against the County in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principals of equity, including those relating to equitable subordination.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated herein is in violation of any provision of any existing law, ordinance, rule, resolution or regulation to which the County is subject, or any agreement to which the County is a party or by which the County is bound, or any order or decree of any court or governmental entity by which the County is subject.

(c) There are no delinquent taxes, special assessments, or water or sewer charges on the Special Assessment Parcel that will be assessed under this Agreement; and there are no delinquent assessments on the Special Assessment Parcel under a PACE program.

Section 6.02 Representations and Warranties of the Property Owner.

The Property Owner represents and warrants to the County and the Lender that:

(a) The Property Owner is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Michigan, with power under the laws of the State of Michigan to carry on its business as now being conducted, and is duly qualified to do business in the State of Michigan; and the Property Owner has the power and authority to own the Special Assessment Parcel and to carry out its obligation to complete the Improvements.

(b) The execution and delivery of this Agreement will not result in a violation or default by the Property Owner of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject.

(c) The Property Owner is the sole and exclusive legal and equitable title owner of fee simple title to the Special Assessment Parcel and the Improvements located, or to be located, thereon and has full legal power and authority to consent to the finalization and levying of the Special Assessment as provided herein.

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(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action, and this Agreement has been duly executed and delivered by the Property Owner and constitutes a valid and binding agreement enforceable against the Property Owner in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

(e) Property Owner warrants and agrees that any contractual, legal or other disputes between it and the Lender--other than matters specifically related to enforcement of property tax obligations--or the contractor involved in the Improvements, do not involve the County, and Property Owner agrees to defend and hold the County and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action as well as any other cost or liability incurred by the County as a result of the Property Owner's participation in the PACE Program in Ottawa County, with the sole exception being disputes or liability caused solely by the County's intentional or negligent actions or inactions.

(f) The Property Owner, the Special Assessment Parcel and the Improvements satisfy all of the PACE Program eligibility and program requirements set forth in **Appendix A**.

Section 6.03 Representations and Warranties of the Lender.

The Lender represents and warrants to the County that:

(a) The Lender has experience in the market for property assessed clean energy programs and assessments and is capable of evaluating the merits and risks of its participation in the Owner-Arranged Financing contemplated by this Agreement.

(b) The Lender has made its own independent investigation of the Property Owner, the terms of this Agreement, the nature of the Special Assessment created hereby and the procedures for the collection and enforcement of the Special Assessment under this Agreement and the laws of the State of Michigan, and is not relying on the County, its agents, attorneys or employees for any of such information or with respect to the sufficiency and scope of such investigation. The Lender has not received, and is not relying on, any representations of the County with respect to the Property Owner.

(c) Lender warrants and agrees that any contractual, legal or other disputes between it and Property Owner--other than matters specifically related to enforcement of property tax obligations--do not involve the County, and Lender agrees to hold the County and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

Ottawa County PACE Special Assessment Agreement

ARTICLE VII DEFAULT

Section 7.01 Property Owner Event of Default. If the Property Owner shall default in the performance of any covenant or agreement on its part contained in this Agreement and such default shall continue for a period of ten (10) days after written notice thereof has been given to the Property Owner by the County, an “Event of Default” shall be deemed to have occurred under this Agreement.

Section 7.02 Remedies for Property Owner Event of Default. Upon the occurrence of an Event of Default as provided in Section 7.01 hereof, the County, after giving written notice as required, without further notice of any kind, and in addition to all other rights and remedies provided at law or in equity, shall be entitled to seek and obtain a decree of specific performance of this Agreement from a court of competent jurisdiction; or the right to recover from the Property Owner any damages incurred by the County and any costs incurred by the County in enforcing or attempting to enforce this Agreement or the Special Assessment, including attorneys’ fees and expenses; or to foreclose on the Special Assessment Parcel and to sell all or any part of the Special Assessment Parcel to the extent necessary to recover any damages and costs; or any combination of the foregoing. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the County shall not be obligated to institute any of the actions or proceedings or to exercise any of the remedies authorized by this Section 7.02 upon the occurrence of an Event of Default hereunder, and that its obligations with respect to the billing, collection and enforcement of the Special Assessment or any installment thereon shall be limited to those obligations set forth in Article IV of this Agreement. The Lender acknowledges that neither the Special Assessment nor any installment thereon can be accelerated.

Section 7.03 The County Default. If the County shall default in the performance of any covenant or agreement on its part contained in this Agreement and shall fail to proceed in good faith to cure such default within sixty (60) days after written notice thereof has been received by the County from the Property Owner or the Lender, a “County Default” shall be deemed to have occurred under this Agreement.

Section 7.04 Remedy for County Default. Upon the occurrence of a County Default as provided in Section 7.03 hereof, and if the Property Owner or the Lender, as the case may be, shall have otherwise fully performed all of its obligations hereunder, the Property Owner or the Lender, after giving written notice as required, without further notice or demand, shall be entitled to seek and obtain a decree of specific performance from a court of competent jurisdiction; but neither the Property Owner nor the Lender shall have the right to seek to recover money damages against the County, including any costs or fees (including attorneys’ fees) incurred by the Property Owner or the Lender in enforcing or attempting to enforce this Agreement. Neither the occurrence of a County Default nor the institution of any proceeding or the exercise of any remedy upon the occurrence of a County Default shall negate or diminish the obligations of the Property Owner hereunder to pay the installments of the Special Assessment and interest accrued on the Special Assessment Roll and all other costs hereunder when the same shall become due and payable.

Ottawa County PACE Special Assessment Agreement

Section 7.05 Waiver. Failure of any party hereunder to act upon discovery of a default or to act upon the existence of an Event of Default shall not constitute a waiver of the right to pursue the remedies provided herein.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Term. Except as otherwise provided in this Agreement, the terms of this Agreement shall commence on the date first written above and shall terminate at such time as the Special Assessment liability shall have been fully satisfied as provided in Section 4.03(e) hereof.

Section 8.02 Assignment.

(a) Except as otherwise provided herein and as provided in Section 8.02(b) hereof, no party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other parties hereto excepting as otherwise expressly provided herein.

(b) The Lender and its successors and assigns may assign its rights and obligations under this Agreement and its rights in the Special Assessment, in whole but not in part; *provided, however,* that any such assignment shall be made only in accordance with applicable law; *and provided further, however,* that no such assignment shall be effective unless the County shall have first received (i) notice of the assignment disclosing the name and the address of the assignee, which shall be an address in the United States and (ii) a Certificate of Assignment executed by the assignee in the form attached to this Agreement as **Appendix G**. From and after the date of satisfaction of the conditions for the assignment of this Agreement as provided in this Section 8.02(b), the assignee of the Lender shall be a party hereto and shall have the rights and obligations of the Lender specified hereunder, and such assignee shall be deemed to be the “Lender” for all purposes of this Agreement.

Section 8.03 Notices. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows, or to such other address as such party may specify by written notice to the other parties hereto:

Ottawa County PACE Special Assessment Agreement

If to the County: Ottawa County
12220 Fillmore St.
West Olive, MI 49460
Attn: AUTHORIZED OFFICIAL

With a copy to: Ottawa County PACE Administrator
Lean & Green Michigan
3400 Russell Street, Suite 255
Detroit, MI 28207

If to the Property Owner: PROPERTY OWNER
ADDRESS

With a copy to: The Lender

With a copy to: Ottawa County PACE Administrator
Lean & Green Michigan
3400 Russell Street, Suite 255
Detroit, MI 28207

If to the Lender: PACE LENDER
ADDRESS

With a copy to: ADDRESS

Section 8.04 Amendment and Waiver No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by each party hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 8.05 Entire Agreement. This Agreement constitutes the entire agreement between the County, on the one hand, and the Lender and the Property Owner, on the other hand. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, between the County, on the one hand, and the Lender or the Property Owner, on the other hand.

Section 8.06 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 8.07 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Ottawa County PACE Special Assessment Agreement

Section 8.08 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 8.09 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement. Each party to this Agreement shall exercise reasonable diligence in reviewing, approving, executing and delivering all documents necessary to accomplish the purposes and intent of this Agreement. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the financing arrangements are satisfied.

Section 8.10 Binding Effect; No Third-Party Beneficiary. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns. In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party, except for permitted assigns.

Section 8.11 Force Majeure. No party hereto shall be liable for the failure to perform its obligations hereunder if said failure to perform is due to Force Majeure. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; *provided, however*, that the party seeking to take advantage of this Section shall notify the other party in writing, setting forth the event giving rise to said failure to perform, within ten (10) business days after the occurrence of said event.

[SIGNATURES ON THE FOLLOWING PAGE]

Ottawa County PACE Special Assessment Agreement

IN WITNESS WHEREOF, the County, PROPERTY OWNER, and PACE LENDER have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

Witnessed:

PROPERTY OWNER

Signature of:

By: _____

Its:

Witnessed:

OTTAWA COUNTY

Signature of:

By: _____

Its: AUTHORIZED OFFICIAL

Signature of:

By: _____

Its: AUTHORIZED OFFICIAL

Witnessed:

PACE LENDER

Signature of:

By: Its:

Ottawa County PACE Special Assessment Agreement

State of Michigan)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____ the Authorized Signatory of _____ on behalf of _____.

Notary Public
_____ County, Michigan
My Commission expires _____

State of Michigan)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_, by [COUNTY AUTHORIZED OFFICIAL] on behalf of Ottawa County.

Notary Public
_____ County, Michigan
My Commission expires _____

State of _____)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by PACE LENDER OFFICIAL the Authorized Signatory of PACE LENDER, on behalf of PACE LENDER.

Notary Public
COUNTY, STATE
My Commission expires _____

Ottawa County PACE Special Assessment Agreement

APPENDIX A PROGRAM ELIGIBILITY CHECKLIST

Property is privately owned commercial or industrial real property within Ottawa County's jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g). Multi-family residential property is included in the definition of commercial property.

There are no delinquent ad valorem taxes, special assessments, or water or sewer charges on the property. The Authorized Official at his discretion may disqualify properties that although not currently delinquent, have been delinquent within six months of the application's submission. MCL 460.941(2)(a).

There are no delinquent assessments on the property under a PACE program. MCL 460.941(2)(b).

The term of assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 30 years. Projects that consist of multiple energy efficiency improvements or renewable energy systems with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. MCL 460.939(j).

Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).

A baseline energy audit must be conducted for the property that is approved by LAGM. Such approval may be granted retroactively if the audit meets the standards of LAGM. MCL 460.939(o).

For projects financed for more than \$250,000, a performance guarantee must be provided by the contractor(s) to guarantee a savings to investment ratio greater than one (1). MCL 460.939(p). The performance guarantee must meet the standards set by LAGM.

For projects financed for more than \$250,000, financial and logistical arrangements for ongoing measurement and verification of energy savings that meet standards set by LAGM. MCL 460.939(p).

Ottawa County PACE Special Assessment Agreement

APPENDIX B

SPECIAL ASSESSMENT PARCEL DESCRIPTION

Parcel Number:

Address:

Legal Description:

Ottawa County PACE Special Assessment Agreement

APPENDIX C

SPECIAL ASSESSMENT ROLL

PACE Project Special Assessment

Parcel Number:

Address:

City:

Owner:

Assessment:

Percent:

I certify that the above is the special assessment role created for the PACE project referenced in this document in the applicable county, city, village, or applicable entity, in the State of Michigan, subject to payment of the special assessment as outlined in Appendix C of this document.

Dated

Ottawa County PACE Special Assessment Agreement

APPENDIX D

**PAYMENT SCHEDULE
(TBD)**

Ottawa County PACE Special Assessment Agreement

APPENDIX E

DESCRIPTION OF IMPROVEMENTS

APPENDIX F

PACE Program Application

Property and Property Owner Information

1. **Property/Parcel Legal Name(s)** (as they appear on property tax records)

Parcel #: _____
Address: _____
Owner: _____

2. **Property Type** (double-click to check all that apply)

- Agricultural
- Commercial (including multifamily with 4 or more units)
 - Type of commercial property - _____
- Industrial
- Nonprofit

3. **Property Record Owner(s) Contact Information**

Property Owner/Company Name: _____
Signatory Name: _____
Address: _____
E-mail Address: _____
Telephone Number: _____

4. **Property Owner(s) Type**

- Individual
- Corporation
- LLP
- 501(c)3
- LLC
- Other _____

5. **Property Valuation**

State Equalized Value (SEV): \$ _____
Date of SEV: _____
Valuation (per Appraisal): \$ _____
Date of Appraisal: _____

6. **Existing Liens Against Property** (tax, special assessment, water or sewer charges, etc.)

Amount	Type	End Date
\$ _____	_____	_____
\$ _____	_____	_____

Total Dollar Amount of Liens Against Property: \$ _____

7. **Balance of Any Mortgage(s):**

	Amount of Mortgage	Name of Mortgage Holder
Mortgage	\$ _____	_____
Additional Debt on Property	\$ _____	_____

a. **Consent:** If subject to a mortgage - Consent by mortgage holder(s) must be obtained.

Ottawa County PACE Special Assessment Agreement

Energy Project Information

1. PACE Project Developer (Lean & Green Michigan can make referrals if necessary.)

Name: _____
Address: _____
E-mail Address: _____
Telephone Number: _____
Other Contractors: _____

2. Overall Energy Project Cost: _____

3. Savings to Investment Ratio* (as provided in Savings Guarantee)

3a. Year 1: _____
3b. Overall: _____

4. Useful Life of Energy Project Measures: _____ years

5. User ID for Energy Star Portfolio Manager (for property): _____

PACE Loan Details

1. PACE Lender/Capital Provider (Lean & Green Michigan can make referrals if necessary.)

Name: _____
Address: _____
E-mail Address: _____
Telephone Number: _____

2. Requested Assessment Amount

Energy Project Cost: \$ _____
Energy Audit \$ _____
Engineering/Architect Plans \$ _____
Building Permit Fees \$ _____
Other (Please explain) \$ _____
Total Assessment Amount: \$ _____ (Total of all lines above)

3. Requested Assessment Repayment Period: _____ years

4. Interest Rate Offered by Lender: _____ %

All Attachments to Application:

- Appraisal
Baseline energy audit on the property, including useful life calculations of individual measures.
Cash flow analysis*
Savings guarantee*
Lender Consent from mortgage holder
Mortgage statement
Property tax record
Title report

Ottawa County PACE Special Assessment Agreement

APPENDIX G

FORM OF CERTIFICATE OF ASSIGNMENT

This Certificate of Assignment of the Special Assessment Agreement (“**Assignment**”), dated effective as of _____, 20__ (the “**Effective Date**”), is made by INSERT LENDER (“**Assignor**”) to _____ (“**Assignee**”). Assignor and Assignee are referred to at times, each individually as a “**Party**,” and collectively as the “**Parties**.”

Agreement

1. For good and valuable consideration and the payment of [INSERT PAYMENT AMOUNT] ([INSERT NUMERICAL VALUE]), the receipt and sufficiency of which is hereby acknowledged, confessed, stipulated and agreed upon by Assignor, Assignor ASSIGNS, BARGAINS, GIVES, SETS OVER, CONVEYS, TRANSFERS and DELIVERS to Assignee all of Assignor’s rights, title, interest, obligations, and duties under the Special Assessment Agreement entered into by Assignor, _____, and _____ (the “**Transferred Interest**”), together with all of Assignor’s rights to receive payments from _____ attributable to the Transferred Interest arising on and after the date of this Assignment.

2. Assignor warrants that: (i) it is authorized to execute this document; (ii) it is conveying good, indefeasible title to the Transferred Interest; and (iii) the Transferred Interest is free and clear of all liens and encumbrances, and no party has any rights in or to acquire, or hold as security, or otherwise, the Transferred Interest.

3. Assignor hereby agrees to make, execute and deliver to Assignee any and all further instruments of conveyance, assignment or transfer, and any and all other instruments, as may be necessary or proper to carry out the purpose and intent of this Assignment and/or to fully vest Assignee in all rights, titles, interests obligations, and duties of Assignor in and to the Transferred Interest, which instruments shall be delivered to Assignee as soon as possible without any condition or delay on the part of Assignor.

4. Assignee hereby accepts all of Assignor’s rights, title, interest, obligations, and duties under the Special Assessment Agreement and agrees to be bound by its terms. From and after the date of this Assignment and satisfaction of the conditions contained in Section 8.02(b) of the Special Assessment Agreement, Assignee shall be a party to the Special Assessment Agreement and shall have the rights and obligations of the Assignor specified thereunder, and Assignee shall be deemed to be the “Lender” for all purposes of the Special Assessment Agreement.

5. All notices, certificates or communications provided pursuant to the Special Assessment Agreement to Assignee shall be delivered as provided in the Special Assessment Agreement to:

Ottawa County PACE Special Assessment Agreement

(Name)

(Address)

(Attention)

IN WITNESS WHEREOF, Assignor and Assignee hereby agree to be bound by the terms of this Assignment and each has executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

[INSERT LENDER]

By: _____

Its: _____

ASSIGNEE:

Name: _____

By: _____

Its: _____

Ottawa County PACE Special Assessment Agreement

APPENDIX H

FORM OF LENDER CONSENT

Lender Consent and Acknowledgement of Owner Participation in
Ottawa County, Michigan, PACE Program

This acknowledgement is granted _____, 20 __, by NAME OF MORTGAGE HOLDER (the “Lender”), and for the benefit of _____ (the “Property Owner”), and Ottawa County in the State of Michigan.

Recitals

A. Pursuant to Public Act No. 270 of 2010, Ottawa established the Ottawa County Property Assessed Clean Energy (“PACE”) Program on _____, 20 __, by resolution, to promote installation of energy efficiency improvements and/or renewable energy systems.

B. The Property Owner has applied to the Program to finance the amount of \$ AMOUNT OF FINANCING, to be paid back as an assessment on Property Owner’s real property, described in **Appendix D** attached hereto (the “Property”), over a period of twenty years.

C. Owner has previously executed a mortgage, deed of trust, dated _____, 20 __, to the Lender, covering the Property, to secure a promissory note in the sum of \$ AMOUNT OF LOAN, and recorded on _____, 20 __ at Liber __, Page __, _____ County Register of Deeds.

D. Repayment by the Property Owner under the PACE Special Assessment Agreement will be a statutory assessment levied against the Property notice of which shall be recorded against the Property in the Office of the County Clerk/Register of Deeds for Ottawa County, and which assessment, together with interest and any penalties, shall constitute a lien (the “Lien”) on the Property, and shall be collected subject to the terms agreed to between the parties and as contained in the PACE Special Assessment Agreement.

Consent and Acknowledgement

Lender acknowledges that it has been informed of the Property Owner’s participation in the Ottawa PACE Program, and agrees that Property Owner’s execution of the PACE Special Assessment Agreement will not constitute a default under Lender’s Deed of Trust.

Execution of this Consent and Acknowledgement by Lender’s representative shall constitute full and complete consent to the Property Owner’s participation in the Ottawa PACE Program.

Ottawa County PACE Special Assessment Agreement

Name of Lender: _____

Date: _____

By: _____

Title: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, on behalf of _____.

_____, Notary Public
_____ County, State of _____
Acting in _____ County
My Commission Expires:

**OTTAWA COUNTY
MICHIGAN**

**RESOLUTION OF INTENT TO ESTABLISH A PROPERTY ASSESSED
CLEAN ENERGY PROGRAM AND CALLING PUBLIC HEARING**

At a regular meeting of the Board of Commissioners of Ottawa County (“Board”), Michigan, held at 12220 Fillmore Street, West Olive, MI 49460, on May 25, 2021 at 1:30 p.m., local time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, the Board intends to authorize the establishment of a property assessed clean energy program (“PACE Program”) and create a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010 (“Act 270”), for the purpose of promoting the use of renewable energy systems and energy efficiency improvements by owners of certain real property; and

WHEREAS, the Board intends to find that Act 270 energy projects promote public interest because they reduce energy costs, reduce greenhouse gas emissions, stimulate economic development, improve property values and may increase employment in the County; and

WHEREAS, the types of energy projects, either energy efficiency improvements or renewable energy systems, that may be financed under the PACE Program include, but are not limited to: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Board; a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more renewable energy resources to generate electricity. Renewable energy resources include, but are not limited to: biomass (includes a biomass stove but does not include an incinerator or digester); solar and solar thermal energy; wind energy; geothermal energy and methane gas captured from a landfill; and

WHEREAS, the Board intends to create PACE districts from time to time based on applications from specific eligible properties; and

WHEREAS, the Board intends to join Lean & Green Michigan™, and intends to utilize Lean & Green Michigan, LLC as PACE administrator (the “PACE Administrator”) to administer its PACE Program; and

WHEREAS, the report referenced in Section 9(1) of Act 270 (the “PACE Report”) shall be made available to members of the public by contacting plan@miottawa.org, and shall be available for viewing at the office of the County Clerk located at: 12220 Fillmore Street, West Olive, MI 49460.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board, being fully apprised of the PACE Program, finds that facilitating the private financing of Act 270 PACE Program energy projects is a valid public purpose because it reduces energy costs, reduces greenhouse gas emissions, stimulates economic development, improves property values and increases employment in the County.
2. The Board, by adoption of this Resolution, formally states its intention to establish PACE districts from time to time based on applications from specific eligible properties and a PACE Program as described in and for the reasons set forth in this Resolution.
3. The Board formally states its intention to provide a property owner based method of financing and funds for energy projects from owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed, or used in connection with any project as required by and subject to Act 270.
4. The Board, by adoption of this Resolution, formally states its intention to join Lean & Green Michigan™, and to utilize Lean & Green Michigan, LLC as PACE Administrator.
5. The Board hereby sets a public hearing for June 8, at 1:30p.m. local time, at 12220 Fillmore Street, West Olive, MI 49460 to receive comments on the proposed PACE Program, including the PACE Report.
6. The Clerk is authorized and directed to publish a notice of intent to establish a PACE district and a PACE Program, and a notice of the public hearing set by this Resolution in a newspaper of general circulation in the County as a display advertisement prominent in size. The County Clerk shall maintain on file for public review a copy of the PACE Report and shall cause the PACE Report to be available on the County’s website in accordance with the requirements of Act 270.
7. All resolutions and parts of resolutions inconsistent with this Resolution are repealed to the extent of such inconsistency.

YEAS: Members _____

NAYS: Members _____

ABSENT: Members _____

RESOLUTION ADOPTED.

Roger A. Bergman, Chairperson
Ottawa County Board of Commissioners

The foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a regular meeting held on May 25, 2021, notice of which was given pursuant to the Michigan Open Meetings Act, Public Act 267 of 1976.

Justin F. Roebuck
Ottawa County Clerk

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/18/2021

Requesting Department: Human Resources

Submitted By: Marcie Ver Beek

Agenda Item: Community Mental Health Personnel Request

Suggested Motion:

To approve and forward to the Board of Commissioners the request from CMH to make the following position additions at a total cost of \$327,079.

1. Add two, full-time benefited Mental Health Clinicians (Group T, paygrade CMHT- 15) at a 1.0 FTE at a cost of \$177,619
2. Add one, full-time benefited EMR Systems Technician (Unclassified, paygrade CMHU-3) at a 1.0 FTE at a cost of \$76,110
3. Remove four, part-time, non-benefited commission based Mental Health Clinicians and add two, full-time benefited Mental Health Clinicians (Group T, paygrade CMHT- 15) at an increased cost of \$73,350.

Summary of Request:

1. In April of 2021, Community Mental Health of Ottawa County was awarded a new grant from MDHHS related to mental health services and COVID-19. This grant will allow CMH to hire two, full time Mental Health Clinicians to work as law enforcement liaisons to help build the Crisis Intervention (CIT) model in partnership with the Ottawa County Sheriff's Department and the Holland Police Department.
2. CMH has received several very large grants in the past several months which has allowed the department to increase staffing and services. In order to meet the increased level of data and financial reporting associated with these grants, CMH is requesting approval for a full-time Electronic Medical Records (EMR) Systems Technician. This position will be funded through Medicaid.
3. In March, 2021, the Board of Commissioners approved 4 part-time, non-benefited commission based Mental Health Clinicians. However, these open positions have been posted on the Ottawa County job board since March and CMH has received zero applicants. Because the demand for services continue to increase, CMH needs to modify their staffing approach and convert these into 2, full-time benefited positions in order to recruit qualified applicants. These positions will be covered by Medicaid funds.

Financial Information:

Total Cost: \$327,079.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Medicaid and MDHHS grant

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: MENTAL HEALTH DATE REQUESTED: 4/15/2021

POSITION TITLE: MH CLINICIAN - Law Enforcement Liaison (2 positions) ORG CODE: 2220

DATE NEEDED 4/30/2021

CHECK ONE: Full-Time Benefitted

Part-Time Benefitted

New Position → Number of hours per week requested: _____

Expansion of Existing Hours → From: _____ To: _____ hrs/week

Non-Benefitted, Temporary → Duration of Temporary Position: _____

New Position → Number of hours per week requested: _____

Expansion of Existing Hours - please refer to the attached schedule to make this request

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: CMH-T

2. Pay Grade: 15

3. Does a current job description exist? Yes No

If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.

4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit your response to a maximum of one page, double spaced.

MDHHS announced a new grant funding opportunity related to mental health and COVID in March, 2021. This grant application had a very short turn around

and CMHOC's submission was approved in early April, 2021. This grant will allow CMH to hire two full time Mental Health Clinicians to work as law enforcement

liaisons to help build our Crisis Intervention Training (CIT) model partnering with the OC Sherriff's Department and the Holland Police Department

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. Grant funding 100%

Provide the revenue line to be amended if this position is approved: _____

Estimated salary cost (including for the budget year: 54,268.86 (each) (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: 38,768.71 (each) (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

List all additional items associated with this position, including equipment, office modifications, vehicle costs, etc. List as follows: Item description, cost estimate, and justification for additional equipment.

Laptop Computer (\$1000), docking station (\$250), monitor (\$200), keyboard/mouse (\$50)

cell phone stipend (\$44/mo) , desk phone (\$400)

Equipment is needed for both positions

Additional information:

- **For all approved positions:** the costs associated with this position (revenue, salary, fringe benefits, & equipment) will be entered by Fiscal Services into your budget if the position is approved. The department will not be responsible for this portion of the budget entry.
- Please include all position information on this form and attachments (as noted above). The justification that you submit for this position request should be well thought out and articulated in a way that the committee members who may not be familiar with day to day activities of your area can understand the information you provide. **Please remember to keep the justification to a maximum of one page.**

SIGNED:  Lynne Boyce (Apr 16, 2021 07:44 EDT)

DATE: Apr 16, 2021

BUDGET DATA: _____
Fiscal Services Department Use Only

CONTROL #: _____
Fiscal Services Department Use Only

OTTAWA COUNTY

TITLE: MENTAL HEALTH CLINICIAN (MENTAL HEALTH LAW ENFORCEMENT LIAISON)

DEPARTMENT: COMMUNITY MENTAL HEALTH **EMPLOYEE GROUP:** GROUP T

DATE: 4/29/21

GRADE: CMHT-15

JOB SUMMARY: This is a professional position responsible for mental health training to law enforcement, participates on a Crisis Intervention Team (CIT) with law enforcement, and participate on a CIT coalition with law enforcement and other community stakeholders. Provides crisis intervention services to people in a mental health crisis including assessment, de-escalation of crisis, crisis and safety planning, psychoeducation, and referrals to community resources.

ESSENTIAL JOB FUNCTIONS:

1. Provides training and education to law enforcement and other first responders about mental health and CMH services.
2. Provides quality direct care encompassing clinical assessment, therapy, crisis stabilization, treatment planning, and case management as appropriate.
3. Works with law enforcement and other first responders to implement the Crisis Intervention Team (CIT) Program in Ottawa County.
4. Employs evidence-based and best practices to treat target population, adhering to principles of recovery, community integration, and independence.
5. Performs court-ordered clinical evaluations of families and individuals in order to assist the courts in case disposition. May testify in legal proceedings in the capacity of expert witness.
6. May provide crisis intervention, assessing the immediate danger of the individual to self and/or others, and authorize placement of individual into crisis facility or psychiatric inpatient unit. May coordinate with police and other community service providers.
7. Collaborates effectively and efficiently with other community agencies.
8. Maintains case documentation and case notes, and ensures the security and integrity of private health information in compliance with the provisions of HIPAA, Ottawa County, and CMH policies and procedures.
9. Attends and participates in agency meetings as well as program specific team meetings.
10. Provides information about mental health services and makes presentations to members of the community and the general public.
11. Serves as an advocate for greater access to affordable, quality mental health care for the target population.
12. Performs other functions as assigned.

REQUIRED KNOWLEDGE AND SKILLS

1. Thorough working knowledge of the principles and practices of social work and psychology.
2. Thorough working knowledge of evidence-based and best practices appropriate to target population, including the principles of recovery, community integration, and independence.
3. Thorough working knowledge of the principles of treatment for individuals with co-occurring mental illness and substance use disorders.
4. Thorough working knowledge of the principles and practices of clinical assessment and diagnosis, and the DSM-IV criteria.
5. Good working knowledge of the Medicaid Manual for Service Providers.
6. Thorough working knowledge of professional standards of practice and ethics.
7. Thorough working knowledge of the principles and practices of medical record documentation and medical records management.
8. Good working knowledge of program assessment and quality assurance principles, practices, protocols and instruments.
9. Excellent interpersonal communication skills.
10. Excellent verbal and written communication skills.
11. Computer literacy and working knowledge of word-processing, spreadsheet, database and other necessary software programs.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE:

Master's degree in social work, psychology, or a related mental health field is required. Two years of relevant professional experience in a mental health agency preferred.

LICENSES AND CERTIFICATIONS:

Must possess or obtain State of Michigan licensure as a Licensed Master's Social Worker, Limited Licensed Master's Social Worker, Licensed Psychologist, or Limited Licensed Psychologist. Additional certification as a CAC, CAAC, or equivalent is preferred.

PHYSICAL REQUIREMENTS:

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances and devices to increase mobility.

WORKING CONDITIONS:

Work is generally performed in a normal office environment, but may also be performed in community settings such as hospitals, schools, jails and consumer homes.

2021 Estimated Costs per Deductions			
Employee Costs			
Mental Health Clinician- Law Enforcement Liaison			
Group T - CMHT-15/ Step 1			
FTE	Wages	Benefits	TOTAL COST
1.0000	53,470.98	35,338.55	88,809.53
Cost for 2 Employees			
	177,619.06		



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: MENTAL HEALTH DATE REQUESTED: 4/15/2021

POSITION TITLE: EMR Systems Technician ORG CODE: 2220

DATE NEEDED 4/30/2021

CHECK ONE: Full-Time Benefitted

Part-Time Benefitted

New Position → Number of hours per week requested: _____

Expansion of Existing Hours → From: _____ To: _____ hrs/week

Non-Benefitted, Temporary → Duration of Temporary Position: _____

New Position → Number of hours per week requested: _____

Expansion of Existing Hours - please refer to the attached schedule to make this request

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: CMH-U

2. Pay Grade: 3

3. Does a current job description exist? Yes No

If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.

4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit your response to a maximum of one page, double spaced.

CMHOC has been awarded very large grants in the past several months. This position is needed
in order to meet the increased level of data and financial reporting requirements associated with
these grants

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. _____

Provide the revenue line to be amended if this position is approved: 64955031

Estimated salary cost (including for the budget year: 44,003.80 (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: 34,816.15 (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

List all additional items associated with this position, including equipment, office modifications, vehicle costs, etc. List as follows: Item description, cost estimate, and justification for additional equipment.

Laptop computer (\$1000); Monitor (\$200); Docking Station (\$250); mouse/keyboard (50)

Telephone (\$400)

Additional information:

- **For all approved positions:** the costs associated with this position (revenue, salary, fringe benefits, & equipment) will be entered by Fiscal Services into your budget if the position is approved. The department will not be responsible for this portion of the budget entry.
- Please include all position information on this form and attachments (as noted above). The justification that you submit for this position request should be well thought out and articulated in a way that the committee members who may not be familiar with day to day activities of your area can understand the information you provide. **Please remember to keep the justification to a maximum of one page.**

SIGNED: _____

DATE: _____

BUDGET DATA: _____

Fiscal Services Department Use Only

CONTROL #: _____

Fiscal Services Department Use Only

OTTAWA COUNTY

TITLE: EMR System Technician
DEPARTMENT: Community Mental Health
DATE: 4/29/21

EMPLOYEE GROUP: Unclassified
GRADE: CMHU-3

Job Summary: (Electronic Medical Records System Technician)

Under the direction of the CMH Business Analyst performs technical assistance and support for billing and state reporting functions requiring detailed knowledge of EMR (Electronic Medical Record) system and reporting requirements. Reviews, tests and supports system functionality related to billing. Assists in the technical setup required to meet billing and reporting requirements of external regulatory and accreditation bodies.

Essential Job Functions

1. Responsible for maintaining and updating EMR system to meet billing requirements.
2. Reviews, tests and documents billing enhancements and functionality.
3. Assists and participates in meetings for new process improvement initiatives.
4. Review external payor documentation for changes to billing and reporting requirement, such as MDHHS requirements specific to encounter and BH TEDS reporting.
5. Coordinate and implement changes related to new requirements with various CMH teams.
6. Develops and runs pre and post monitoring reports.
7. Completes monthly submission of BH TEDS and Encounter reporting.
8. Understand EMR system and table structure to create reports and assist others in proper setup.
9. Participates in workgroups to address billing and reporting accuracy and completeness, including PIHP, audits, and state workgroups.
10. Train and communicate requirements to staff.
11. Assists with other CMH IT Service Desk requests as needed
12. Performs other functions as assigned.

Required Education, Training and Experience

Bachelor's degree in a relevant field such as Business Administration, Computer Science, Data Science, Data Analytics, and/or Statistics. One to two years of experience in mental health management or administration preferred, or an equivalent combination of education and experience. Knowledge and experience in analysis of Medicaid/Medicare services utilization is preferred Possession of a valid Michigan driver's license is required. Lived experiences with mental illness, developmental disabilities, or substance use disorders are valued.

Additional Requirements and Information

1. Thorough working knowledge of relational database design and functions.
2. Excellent analytical skills and ability to analyze data and processes.

3. Excellent working knowledge of current data analysis and reporting technologies such as Crystal Reports and SQL Server Reporting Services.
4. Demonstrated knowledge and ability to extract data from various database systems and display relevant information.
5. Ability to utilize problem solving methods to solve complex issues.
6. Demonstrated ability to work effectively with groups and colleagues.
7. Ability to take initiative and work well without supervision.
8. Willingness to develop new skills and take regular advantage of internal and external training and staff development opportunities.
9. Good communication skills, especially excellent writing skills required.
10. Good organizational and time management skills.

Physical Requirements:

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances and devices to increase mobility.

Working Conditions:

Work is performed in a normal office environment.

2021 Estimated Costs per Deductions			
Employee Costs			
CMH EMR Systems Tech			
Unclassified CMHU-3			
FTE	Wages	Benefits	TOTAL COST
1.0000	43,356.77	32,753.25	76,110.02



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: CMH DATE REQUESTED: 5/5/2021

POSITION TITLE: Mental Health Clinician ORG CODE: 2220

DATE NEEDED ASAP

CHECK ONE: Full-Time Benefitted

Part-Time Benefitted

New Position → Number of hours per week requested: _____

Expansion of Existing Hours → From: _____ To: _____ hrs/week

Non-Benefitted, Temporary → Duration of Temporary Position: _____

New Position → Number of hours per week requested: _____

Expansion of Existing Hours - please refer to the attached schedule to make this request

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: CMHT

2. Pay Grade: CMH

3. Does a current job description exist? Yes No

If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.

4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit your response to a maximum of one page, double spaced.

We are seeing increase in service request. In March we were approved for 4 commission based therapists.

However, we have not had anyone apply for these positions. Therefore we are requesting turning the 4 commission

based positions into 2 FTEs as we anticipate we may get applicants and can fill these positions timely.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. Existing Medicaid dollars

Provide the revenue line to be amended if this position is approved: 6491 1000 - not amending

Estimated salary cost (including for the budget year: 54,269) (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: 34,190 (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

List all additional items associated with this position, including equipment, office modifications, vehicle costs, etc. List as follows: Item description, cost estimate, and justification for additional equipment.

Laptop, docking station, monitor, phone, mouse, and keyboard

Additional information:

- **For all approved positions:** the costs associated with this position (revenue, salary, fringe benefits, & equipment) will be entered by Fiscal Services into your budget if the position is approved. The department will not be responsible for this portion of the budget entry.
- Please include all position information on this form and attachments (as noted above). The justification that you submit for this position request should be well thought out and articulated in a way that the committee members who may not be familiar with day to day activities of your area can understand the information you provide. **Please remember to keep the justification to a maximum of one page.**

SIGNED: Ann M. Heerde, DSW, LMSW

DATE: 5/5/21

BUDGET DATA: _____
Fiscal Services Department Use Only

CONTROL #: _____
Fiscal Services Department Use Only

OTTAWA COUNTY

TITLE: MENTAL HEALTH CLINICIAN (FAMILY SERVICES)

EMPLOYEE GROUP: GROUP T

DEPARTMENT: COMMUNITY MENTAL HEALTH

GRADE: CMHT-15

JOB SUMMARY: This is a professional position responsible for providing behavioral health services to children, adolescents, and their families. Services provided include conducting assessments, making diagnoses, development of treatment plans, provision of individual and family therapy, monitoring of progress, case management, and documentation of services. Additionally, this position may be involved in collaboration and consultation with other community human service agencies.

ESSENTIAL JOB FUNCTIONS: The essential functions of this position include, but are not limited to, the following:

1. Delivers services to consumers/families as a member of the treatment team.
2. Conducts bio-psychosocial assessment of consumers, conducting interviews and conferring with other team members, make clinical diagnoses, determine appropriate level of care, and develop person-centered treatment plans.
3. Provides direct individual, group, conjoint, and family psychotherapy to provide the most appropriate and effective treatment response for consumers, based on diagnoses and family driven-youth guided treatment plans.
4. Employs evidence-based and best practices to treat target population, adhering to principles of recovery, community integration, and independence.
5. Identifies and establishes working relationships with community resources for consumers, establishes referral protocols, and acts as liaison between consumers and resources participating in treatment plans as needed.
6. May provide crisis intervention, assessing the immediate danger of the individual to self and/or others, and coordinate with the Crisis Team for placement of individual into crisis facility or psychiatric inpatient unit. May coordinate with police and other community service providers.
7. Participates in the development of family driven-youth guided treatment plan for youth and their families and ensures that consumers receive services in compliance with their respective plans. Monitors progress of consumers against their respective family driven-youth guided treatment plan benchmarks.
8. Collaborates with psychiatrists and psychiatric nurse practitioners in medication reviews and presents case data with respect to consumer behavior and affect to properly manage consumer psychotropic medication regimens.
9. Provides case management services for consumers, developing treatment options, determining appropriate service delivery agencies, monitoring client progress, and evaluating and modifying treatment plan as needed.
10. Maintains case documentation and case notes and ensures the security and integrity of private health information in compliance with the provisions of HIPAA, Ottawa County, and CMH policies and procedures.
11. Provides information about behavioral health services and makes presentations to members of the community and the public.
12. Serves as an advocate for greater access to affordable, quality behavioral health care for the target population.
13. Collaborates efficiently and effectively with other community agencies. This may include written or verbal summaries of CMHOC services or consumer response to services, and testifying in court, if so ordered.
14. Based on credentials and privileges, may be asked to provide services such as psychological testing, clinical supervision, community education classes, or interagency presentations.

REQUIRED KNOWLEDGE AND SKILLS:

1. Thorough working knowledge of the principles and practices of clinical assessment and diagnosis, and the DSM- criteria.
2. Thorough working knowledge of evidence-based and best practices appropriate to target population, including the principles of recovery, community integration, and independence.
3. Thorough working knowledge of the principles and practices of social work and psychology.
4. Good working knowledge of the Medicaid Manual for Service Providers.
5. Thorough working knowledge of professional standards of practice and ethics.
6. Thorough working knowledge of the principles and practices of medical record documentation and medical records management.
7. Good working knowledge of program assessment and quality assurance principles, practices, protocols, and instruments.
8. Excellent interpersonal communication skills.
9. Excellent verbal and written communication skills.
10. Computer literacy and working knowledge of word-processing, spreadsheet, database, and other necessary software programs.
11. Demonstrates the ability to engage with consumers and their families to form a therapeutic relationship.
12. Shows willingness to learn and use new skills and takes regular advantage of internal and external training and staff development opportunities and resources.
13. Demonstrates competence in abilities to link an individual to appropriate resources.
14. Demonstrates assessment competencies in the following areas: family participation and education needs, family impact on individual's condition, impact of the individual's condition on family, legal custody issues, play and daily activity needs, and individual growth and development (including physical, emotional, cognitive, educational, nutritional and social development).

REQUIRED EDUCATION, TRAINING AND EXPERIENCE:

Master's degree in social work, psychology, or a related mental health field is required. Two years of relevant professional experience in a mental health agency preferred. Twenty-four hours of child-specific behavioral health training per year required.

Lived experiences with mental illness, developmental disabilities, or substance use disorders are valued.

LICENSES AND CERTIFICATIONS:

Must possess or obtain State of Michigan licensure as a Licensed Master's Social Worker, Limited Licensed Master's Social Worker, Licensed Professional Counselor or Limited Licensed Psychologist. Must be a Qualified Mental Health Professional (QMHP). Additional certification as CAC, CAAC or equivalent is preferred.

Possession of a valid Michigan driver's license is required.

PHYSICAL REQUIREMENTS:

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances and devices to increase mobility.

WORKING CONDITIONS:

Work may be performed in a normal office environment and in community settings such as homes, schools, etc.

2021 Estimated Costs per Deductions			
Employee Costs			
Proposed			
Mental Health Clinician			
Group T - CMHT-15/ Step 1			
FTE	Wages	Benefits	TOTAL COST
1.0000	53,470.98	35,338.55	88,809.53
Total cost of 2, full-time employees			
	177,619.06		
Previously Approved			
Mental Health Clinician			
Commission Based			
FTE	Wages	Benefits	TOTAL COST
0.4875	26,067.10	-	26,067.10
Total cost of 4, part-time employees			
	104,268.40		
Difference			
	73,350.65		

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/18/2021

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Resolution of Intent to Increase the 2021 Millage Rate for County Operations, E-911, Parks, Road Commission, and CMH

Suggested Motion:

To approve and forward to the Board of Commissioners the Resolution of Intent to increase the 2021 Millage Rates for County Operations and the E-911, Parks, Road Commission and CMH special millages and to set a Public Hearing for June 8, 2021.

Summary of Request:

A resolution is required to establish the Board of Commissioner's intent to increase the 2021 millage rate and set a public hearing for June 8, 2021 for purposes of receiving testimony and discussing the levy.

Financial Information:

Total Cost:	General Fund Cost:	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Administration: Recommended Not Recommended Without Recommendation
County Administrator: *Alan G. Vandenbergh*

Committee/Governing/Advisory Board Approval Date:

Action Request



Committee: Finance and Administration Committee

Meeting Date: 05/18/2021

Requesting Department: Fiscal Services Department

Submitted By: Karen Karasinski

Agenda Item: Crockery Township Wastewater Treatment System 2021 Improvements

Suggested Motion:

To approve and forward to the Board of Commissioners the resolution to approve the Crockery Township Wastewater Treatment System 2021 Improvements bonds.

Summary of Request:

Crockery Township would like the County to sell Act 342 bonds to finance the construction of a force main and gravity sewer in portions of Crockery and Township and Spring Lake Township. The total project is \$3.055 million.

A memo from Pat Staskiewicz, P.E., Public Utilities Director with additional project details is attached.

Financial Information:

Total Cost:	General Fund Cost:	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective: Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:



Since 1911

Ottawa County Road Commission
14110 Lakeshore Drive
Grand Haven, Michigan 49417
(616) 842-5400
info@ottawacorc.com

MEMORANDUM

To: Ottawa County Board of Commissioners

From: Patrick J. Staskiewicz, P.E., Public Utilities Director

Date: May 7, 2021

Re: Crockery Township Wastewater Treatment System 2021 Improvements

Crockery Township currently owns a wastewater treatment plant that provides service to a small portion of their township (Hathaway Lakes and Cobblestone subdivisions). This treatment plant has been very expensive to operate. As a result, Crockery Township asked the Road Commission to pursue service from the Grand Haven – Spring Lake Sewer Authority (Sewer Authority) and they have agreed. The details of the proposal are attached, for your information.

The project will involve the construction of a force main and gravity sewer in portions of Crockery Township and Spring Lake Township. The wastewater will then be transported through existing Spring Lake Township, Spring Lake Village and Sewer Authority collection sewers with treatment at the plant in Grand Haven. The project expenses also include purchases for the use of this existing capacity. The total cost of this project is estimated at \$3.055 million.

Crockery Township would like the County to sell Act 342 bonds to finance the project. The Township has approved the bond contract and has published the Notice of Intent. They are now requesting your approval to proceed with the bond issue.

Enclosed for your consideration is a resolution authorizing the bond financing.

RE: RESOLUTION TO AUTHORIZE THE ISSUANCE OF NOT TO EXCEED \$3,300,000 OTTAWA COUNTY SEWAGE DISPOSAL BONDS (CROCKERY TOWNSHIP 2021 IMPROVEMENTS)

Submitted by Commissioner _____:

Mr. Chairman, Ladies, and Gentlemen:

I offer the following resolution:

WHEREAS, pursuant to the provisions of Act No. 342, Public Acts of Michigan, 1939, as amended ("Act 342"), the Board of Supervisors of the County of Ottawa (the "County") authorized and directed that there be established, maintained and operated a countywide system or systems of water and sewer improvements and services and designated the Board of County Road Commissioners of the County to be the agency of the County for the purposes set forth in Act 342; and

WHEREAS, by the terms of Act 342, the County and the Township of Crockery (the "Township") are authorized to enter into a contract for the acquisition, construction and financing of sewage disposal system improvements to serve the Township, for the payment of part of the cost thereof by the Township in cash from available funds and for the payment of the remaining cost thereof by the Township, with interest, and the County is then authorized to issue its bonds to provide the funds necessary therefor; and

WHEREAS, there has been submitted to this Board of Commissioners a proposed contract between the County, by and through its Board of County Road Commissioners, and the Township, which contract provides for the acquisition and construction of sewage disposal system improvements consisting generally of the construction and installation of a forcemain, lift station pump replacements, electrical and control improvements and related appurtenances to

serve the Township (hereinafter referred to as the "Project") pursuant to Act 342, which contract is hereinafter set forth in full; and

WHEREAS, there has been submitted for approval and adoption by this Board, plans, specifications and estimates of the cost and period of usefulness of the Project, and

WHEREAS, the contract provides for the issuance of bonds by the County to defray part of the cost of the Project, said bonds to be secured by the contractual obligation of the Township to pay to the County amounts sufficient to pay the principal of and interest on the bonds and to pay such paying agent fees and other expenses as may be incurred on account of the bonds.

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Ottawa County, Michigan, as follows:

1. PLANS AND SPECIFICATIONS – ESTIMATES OF PERIOD OF USEFULNESS AND COST. The plans and specifications for the Project and the estimates of \$3,055,000 as the cost of the Project and 20 years and upwards as the period of usefulness of the Project, as submitted to this Board of Commissioners, are approved and adopted.

2. APPROVAL OF CONTRACT. The Crockery Township Sewage Disposal System 2021 Improvements Contract dated as of May 1, 2021, between the County, by and through its Board of County Road Commissioners, and the Township (the “2021 Contract”) is approved and adopted, and the Chairman and members of the Board of County Road Commissioners are authorized and directed to execute and deliver the same for and on behalf of the County, in as many counterparts as may be deemed advisable, after the 2021 Contract has been executed by the appropriate officials of the Township. The 2021 Contract reads as follows:

3. AUTHORIZATION OF BONDS – PURPOSE. Subsequent to execution of the 2021 Contract by the parties thereto, bonds of the County aggregating the principal sum of sum of not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000) (the “Bonds”) shall be issued and sold pursuant to the provisions of Act 342, Act 34, and other applicable statutory provisions, for the purpose of defraying the cost of the Project and paying the costs of issuing the Bonds.

4. BOND DETAILS. The Bonds shall be designated "Ottawa County Sewage Disposal Bonds (Crockery Township 2021 Improvements)"; shall be dated as of such date as shall be approved by an order executed by the Public Utilities Director at the time of sale of the Bonds (the “Sale Order”); shall be issued as serial bonds or term bonds, or a combination thereof, as set forth in the Sale Order; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 5% per annum, to be determined by the Public Utilities Director in the Sale Order, payable on such dates as shall be determined by the Public Utilities Director in the Sale Order; shall mature in such principal amounts and on such dates as shall be determined by the Public Utilities Director in the Sale Order; and shall be sold at a purchase price to be determined by the Public Utilities Director in the Sale Order.

5. PRIOR REDEMPTION. The Bonds shall be subject to redemption prior to maturity, if so determined by the Public Utilities Director at the time of sale, upon such terms and conditions as may be determined by the Public Utilities Director.

6. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the Bonds to the bond registrar and paying agent as they severally

mature. Interest shall be paid to the registered owner of each Bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

7. BOOK-ENTRY SYSTEM. Initially, one fully-registered Bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") for the benefit of other parties (the "Participants") in the book-entry-only transfer system of DTC. In the event the County determines that it is in the best interest of the County not to continue the book-entry system of transfer or that the interests of the holders of the Bonds might be adversely affected if the book-entry system of transfer is continued, the County may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the bond registrar and paying agent shall deliver, transfer and exchange bond certificates as requested by DTC and any Participant or "beneficial owner" in appropriate amounts in accordance with this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the County may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the County shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the County and the bond registrar and paying agent shall be obligated to deliver bond certificates in accordance with the procedures established by this Resolution. In the event bond certificates are issued, the provisions of this Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the bond registrar and paying agent to do so, the County

and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the Bonds to any Participant having Bonds certified to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, interest on and redemption premium, if any, on such Bonds and all notices with respect to the Bonds shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between DTC and the County, and the Public Utilities Director is authorized to sign such additional documents on behalf of the County as may be requested by DTC, in such form as the Public Utilities Director deems necessary or appropriate, in order to accomplish the issuance of the Bonds in accordance with law and this Resolution.

8. BOND REGISTRAR AND PAYING AGENT. The Board of County Road Commissioners shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Bonds that shall be a bank or trust company located in the State of Michigan that is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Board of County Road Commissioners from time to time as required may designate a similarly qualified successor bond registrar and paying agent.

9. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Bonds shall be executed in the name of the County by the facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the County (or a facsimile thereof) shall be impressed or imprinted on the Bonds. After the Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered

by the County Treasurer to the purchaser upon receipt of the purchase price. Additional Bonds bearing the facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and upon which the seal of the County (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of Bonds. The bond registrar and paying agent shall indicate on each Bond the date of its authentication.

10. EXCHANGE AND TRANSFER OF BONDS. Any Bond, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond.

Each Bond shall be transferable only upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such Bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

Upon the exchange or transfer of any Bond, the bond registrar and paying agent on behalf of the County shall cancel the surrendered Bond and shall authenticate and deliver to the transferee a new Bond or Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond. If, at the time the bond registrar and paying agent authenticates and delivers a new Bond pursuant to this section, payment of interest on the Bonds is in default, the bond registrar and paying agent shall endorse upon the new Bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____, ____."

The County and the bond registrar and paying agent may deem and treat the person in whose name any Bond shall be registered upon the books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes, and all payments made to any such registered owner, or upon his order, in accordance with the provisions of Section 6 of this Resolution shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of Bonds, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The bond registrar and paying agent shall not be required to transfer or exchange Bonds or portions of Bonds which have been selected for redemption.

11. FORM OF BONDS. The Bonds shall be in substantially the following form:

[Bond Form]

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OTTAWA

OTTAWA COUNTY SEWAGE DISPOSAL BOND
(CROCKERY TOWNSHIP 2021 IMPROVEMENTS)

INTEREST RATE MATURITY DATE DATE OF ORIGINAL ISSUE CUSIP

_____ 1, 2021

Registered Owner:

Principal Amount:

The County of Ottawa, State of Michigan (the "County") acknowledges itself indebted to and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at _____, _____, Michigan, the bond registrar and paying agent, and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount from the Date of Original Issue or such later date through which interest shall have been paid until the County's obligation with respect to the payment of such Principal Amount is discharged at the rate per annum specified above. Interest is payable on the first days of May and November in each year, commencing May 1, 20__. Principal and interest are payable in lawful money of the United States of America. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This bond is one of a series of bonds aggregating the principal sum of _____ Dollars (\$ _____) issued by the County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 342, Public Acts of 1939, as amended) and a bond authorizing resolution adopted by the Board of Commissioners of the County (the "Resolution") for the purpose of defraying part of the cost of acquiring and constructing sewage disposal system improvements to serve the

Township of Crockery (the "Township"). The bonds of this series are issued in anticipation of payments to be made by the Township in the aggregate principal amount of _____ Dollars (\$_____) pursuant to a contract between the County and the Township. The full faith and credit of the Township have been pledged to the prompt payment of the foregoing amount and the interest thereon as the same become due. As additional security the full faith and credit of the County have been pledged for the prompt payment of the principal of and interest on the bonds of this series. Taxes levied by the Township and the County to pay the principal of and interest on the bonds of this series are subject to constitutional tax limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds which have been selected for redemption.

MANDATORY PRIOR REDEMPTION

Bonds maturing in the year ____ are subject to mandatory prior redemption at par and accrued interest as follows:

<u>Redemption Date</u>	<u>Principal Amount of Bonds to be Redeemed</u>
------------------------	---

(REPEAT IF MORE THAN ONE TERM BOND)

Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.

OPTIONAL PRIOR REDEMPTION

Bonds maturing prior to _____ 1, 20__ are not subject to redemption prior to maturity. Bonds maturing on and after _____ 1, 20__, are subject to redemption prior to maturity at the option of the County, in such order as shall be determined by the County, on any one or more interest payment dates on and after November 1, 20__. Bonds of a denomination greater than \$5,000 may be partially redeemed in the amount of \$5,000 or any integral multiple

thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption without premium.

Not less than thirty days' notice of redemption shall be given to the holders of bonds called to be redeemed by mail to the registered holder at the registered address. Bonds or portions of bonds called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

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

IN WITNESS WHEREOF, the County of Ottawa, Michigan, by its Board of Commissioners, has caused this bond to be executed in its name by facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

COUNTY OF OTTAWA

By: _____

Its: Chairman, Board of Commissioners

[SEAL]

And: _____

Its: Clerk

CERTIFICATE OF AUTHENTICATION

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

Bond Registrar and Paying Agent

By: _____
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
(please print or type name, address and taxpayer identification number of transferee) the within
bond and all rights thereunder and hereby irrevocably constitutes and appoints

attorney to transfer the within bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

[End of Bond Form]

12. SECURITY. The Bonds shall be issued in anticipation of payments to be made by the Township pursuant to the 2021 Contract. The Bonds shall be secured primarily by the full faith and credit pledge made by the Township in the in the 2021 Contract, pursuant to the authorization contained in Act 342. As additional and secondary security the full faith and credit of the County are pledged for the prompt payment of the principal of and interest on the Bonds as the same shall become due. If the Township shall fail to make a payment to the County which is sufficient to pay its share of the principal of, premium, if any, and interest on the Bonds as the same shall become due, then an amount sufficient to pay the deficiency shall be advanced from the general fund of the County. Taxes imposed by the County shall be subject to constitutional limitations.

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

14. PRINCIPAL AND INTEREST FUND. There shall be established for the Bonds a Principal and Interest Fund which shall be kept in a separate bank account. From the proceeds of the sale of the Bonds there shall be set aside in the Principal and Interest Fund any premium and accrued interest received from the original purchaser of the Bonds at the time of delivery of the same. All payments received from the Township pursuant to the 2021 Contract are pledged

for the payment of the principal of and interest on the Bonds and expenses incidental thereto and as received shall be placed in the Principal and Interest Fund. The County Agency shall transfer moneys in the Principal and Interest Fund to the bond registrar and paying agent for the Bonds as necessary for the payment of the principal of and interest on the Bonds.

15. CONSTRUCTION FUND. The remaining proceeds of the Bonds shall be set aside in a construction fund for the Project and used to acquire and construct the Project in accordance with the provisions of the 2021 Contract and to pay the issuance expenses of the Bonds.

16. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Bonds shall be sold at a competitive sale as hereinafter provided. The Public Utilities Director is hereby authorized to approve an Official Notice of Sale for the Bonds and publish the same in accordance with law in *The Bond Buyer* at least seven days before the date set for the sale of the Bonds. Sealed bids for the purchase of the Bonds shall be received up to such time as shall hereafter be determined by the Public Utilities Director. Following the receipt of bids for the Bonds, the Bonds shall be awarded to the successful bidder therefor pursuant to an order to be executed by the Public Utilities Director at the time of sale of the Bonds, which order shall set forth, with respect to the Bonds, the principal amount, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, and purchase price to be paid by the successful bidder, as well as such other terms and provisions as the Public Utilities Director determines to be necessary or appropriate in connection with the sale of the Bonds.

The members of the Board of County Road Commissioners, the Public Utilities Director, the County Administrator and other appropriate County officials are authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Bonds in accordance with the provisions of this Resolution. In making determinations in the order

awarding the Bonds to the low bidder, with respect to principal maturities and dates, interest rates and purchase price of the Bonds, the Public Utilities Director shall be limited as follows:

- (a) The interest rate on any Bond shall not exceed 5% per annum.
- (b) The final maturity date of the Bonds shall not be later than November 1, 2040.
- (c) The purchase price of the Bonds shall not be less than 97% of the principal amount thereof.

17. REPLACEMENT OF BONDS. Upon receipt by the County Agency of proof of ownership of an unmatured Bond, of satisfactory evidence that the Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the County Agency, the County Agency may authorize the bond registrar and paying agent to deliver a new executed Bond to replace the Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Bond is lost, apparently destroyed or wrongfully taken, the County Agency may authorize the bond registrar and paying agent to pay the Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Bond. The bond registrar and paying agent, for each new Bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any Bond delivered pursuant the provisions of this Section 18 in lieu of any Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Bond in substitution for which such Bond was delivered.

18. TAX COVENANT. The County covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

The Board of County Road Commissioners and other appropriate County officials are authorized to do all things necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

19. OFFICIAL STATEMENT. The County shall cause the preparation of an official statement for the Bonds for the purpose of enabling compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule") and shall do all other things necessary to enable compliance with the Rule. After the award of the Bonds, the County will provide copies of a "final official statement" (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the successful bidder or bidders to enable such bidder or bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

20. CONTINUING DISCLOSURE. The County Treasurer is hereby authorized to execute and deliver in the name and on behalf of the County (i) a certificate of the County to comply with the requirements for a continuing disclosure undertaking of the County pursuant to subsection (b)(5) of the Rule and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.

21. REDUCTION OF PRINCIPAL AMOUNT OF BOND ISSUE; MODIFICATION OF MATURITIES. If the Board of County Road Commissioners shall determine that it is not necessary to sell Bonds in the principal amount of Three Million Three Hundred Thousand Dollars (\$3,300,000), it may by resolution reduce the principal amount of Bonds to be sold to

that amount deemed necessary. In the event the principal amount of the Bond issue is reduced pursuant to this section, the Board of County Road Commissioners shall reduce the amount of Bonds maturing in any one or more years as necessary.

22. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)ss
COUNTY OF OTTAWA)

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County of Ottawa at a regular meeting held on May 25, 2021, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the Open Meetings Act.

Clerk
County of Ottawa

Crockery Township Wastewater System

Proposal to Obtain Service from the Grand Haven – Spring Lake Sewer Authority

Prepared by Pat Staskiewicz, Ottawa County Road Commission

Introduction:

Crockery Township (Crockery) currently owns and operates a wastewater treatment plant to serve two subdivisions in the Township. Crockery is considering improvements to the treatment plant and is concerned about the costs to rate payers. Prior to constructing the plant, service from the Grand Haven – Spring Lake Sewer Authority (GH-SL SA) was considered. Unfortunately, that effort was not successful. The Ottawa County Road Commission, Public Utilities Department (OCRC), on behalf of Crockery, asked if the members of the GH-SL SA would reconsider service to Crockery. The members were receptive to the idea but were not able to commit until a proposal could be developed. Therefore, the purpose of this proposal is to identify a plan for sewer service to Crockery, identify the preliminary costs to provide that service, and provide an outline for the contractual arrangements that will be needed for each phase of the project.

Basis of Design:

Prein & Newhof prepared a report entitled *Crockery Township Clean Water Plant Water Improvements Preliminary Design Report, dated September 2019-R1*. The flow and loadings calculations from the report are restated below in Table 1.

Table 1

Basis of Design

Period	Average day (gpd)	Maximum day (gpd)	Peak hour (gpm)
Current	30,000	55,000	77
Phase 1	70,000	126,000	180
Phase 2	140,000	252,000	360

The projected average day flow is estimated at 140,000 gpd for full buildout of the current Crockery sewer service area. That will be the volume used for average day flow calculations and this is what is typically

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used when discussing treatment plant capacity. The collection system design is driven by the peak hour flows, so for that analysis, we will use 360 gallons per minute (gpm).

We will also consider phasing of the service plan. The current average day flow is about 30,000 gpd. However, the current peak flows are 350 gpm, based on the need to provide a flushing velocity of two feet per second in the existing 8-inch force main. The actual peak flows from the service area are currently estimated at 77 gpm. With this proposed design, we will also need an 8-inch force main to accommodate the Phase 2 flow rate. However, we will want to limit the peak flow to 180 gpm in Phase 1, which is below two feet per second. We will need to develop an operational plan to provide intermittent flushing of the force main.

Based on an analysis from Prein & Newhof, there is capacity available in all components of the sewer system for Phase 1. The flow from Phase 2 would require upgrades to LS 29 and LS 19.

Conceptual Plan for Sanitary Sewer Service:

The conceptual plan will require a new force main be installed from the existing Crockery Lift Station No.1 (Hathaway Lakes) to 144th Avenue. Spring Lake Township (SL Twp) has a 10-inch gravity sewer in their master plan along this route, so from 144th Avenue to 148th Avenue, a gravity sewer will be constructed and shared between the Townships. The most direct route is along the North Bank Trail (NBT). When the wastewater enters the existing SL Twp sewer system, the flow can be routed to the south, through lift station 21 (LS 21) and LS 22. The flow could also be routed to the west, through LS 29 and LS 19, but that will require an upgrade to LS 29 and LS 19.

The SL Twp collection system uses part of the Spring Lake Village (SL V) collection system to access the GH-SL SA facilities. Since the Phase 1 proposal does not increase the capacity of LS 22 or LS 19, the SL V collection system has ample capacity. This part of the system will need to be evaluated in more detail for Phase 2. The gravity sewer in SL V then discharges into the Division Street Lift Station and force main (LS Division). The LS Division is a GH-SL SA asset that are joint owned by SL V, SL Twp and Ferrysburg City (FB C). This lift station and force main was just upgraded, so capacity is available. The sewer flow then enters the GH-SL SA wastewater treatment plant (WWTP).

Each segment of the project was given a number to help keep track of all the proposed and existing assets. Please see Table 2 – List of Assets and Labels below for a description of each of the segments. Please see Exhibit 1 – Overall Map for a map of all the assets.

Table 2
List of Assets and Labels

Phase 1				
Map I.D.	Description	Location	From	To
1	8" force main	Easements	Hathaway Lakes LS	144th Ave
2	10" gravity sewer	Easements	144th Ave	148th Ave
3	8" gravity sewer	148th, M-104, Krueger, 152nd Ave	North Bank Trail	152nd Ave
4	LS21	152nd Ave		
5	6" force main	152nd Ave and Pruin	PS 21	Brown (West of)
6	10" gravity	Pruin	Brown	PS 22
7	LS22	Leonard Road		
8	8" force main	Leonard Road	PS 22	Grandview Ave
9	18" gravity sewer	Grandview/easement/South	S Lake	Visser St
10	21" gravity sewer	South, etc. to Division	Visser	Division
11	24" gravity sewer	Division	Division	Division
12	Division St LS	Division St		
13	16" force main	Division, Exchange, Cutler, Grand River, Beechtree	Division St LS	WWTP
14	WWTP	Washington St		
Phase 2				
Map I.D.	Description	Location	From	To
15	10" gravity sewer	Easements	148th Ave	PS 29
16	LS29	M-104		
17	6" force main	Easements	PS 29	N Fruitport Rd/Beach
18	10" gravity sewer	Beach Dr	N Fruitport Road	Benjamin Ave
19	12" gravity sewer	Beach Dr, N Lake Ave	Benjamin Ave	PS 19
20	LS19	N Lake Ave		
21	10" force main	N Lake Ave, S Lake Ave	PS 19	E River St
22	15" gravity sewer	S Lake Ave	E River St	Grandview Ave

New Construction Needed:

The Crockery Township force main would be constructed in easements along the old railroad right of way that has been converted to a non-motorized path now referred to as the North Bank Trail (NBT). The force main size will be 8-inch. The lift station pumps will need to be replaced and the electrical and controls may also need upgrades. An emergency generator should also be considered. We propose using

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the existing meter at the lift station to meter the flow for billing purposes. The Township could decide to decommission the treatment plant as part of this project or delay that phase for a while.

SL Twp's master plan calls for a 10-inch sewer to be constructed along the old railroad right of way from 148th Avenue to 144th Avenue. This section of sewer would be shared between SL Twp and Crockery.

Table 3
Estimated New Construction Cost

Item	Description	Quantity	Unit	Unit price	Cost
A	Demo building, clean out force main	1	each	\$ 50,000.00	\$ 50,000
B	Replace pumps at PS 1	1	each	\$ 100,000.00	\$ 100,000
C	Crockery 8" force main to 144th Ave	6,420	feet	\$ 136.55	\$ 876,600
D	SL Twp 10" gravity 148th to 144th	2,680	feet	\$ 214.18	\$ 574,000
E	Easements				\$ 25,000
	Construction subtotal				\$ 1,625,600
F	Engineering, legal, admin, contingencies			25%	\$ 406,400
	Total Construction Cost				\$ 2,032,000

Please refer to Exhibit 2 – New Construction, for a map of this segment of the project.

The total cost for the proposed 10" gravity sewer that will be shared between the two Township is approximately \$717,500. The capacity of a 10" sewer is approximately 520 gpm. We recommend Crockery purchase the full amount of capacity needed for phase 2, or 360 gpm for this asset. This results in a share of 69.2% for Crockery and 30.8% for SL Twp. SL Twp would be responsible for \$220,990 of this segment of the project and would have 160 gpm of capacity in this sewer main that could serve an average flow rate of about 62,000 gallons per day.

Capacity Purchases:

The proposal involves sharing facilities from three different owners. The SL Twp collection system is owned by SL Twp. The SL V collection system is owned by SL V. The Grand Haven – Spring Lake Sewer Authority (GH-SL SA) owns the LS Division and WWTP. We will break the proposal into these three components.

A. Spring Lake Township:

In order to determine the cost for Crockery Township to obtain capacity in the SL Twp collection system, we estimated the current construction cost for each component of the system that Crockery Township

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will be utilizing and then depreciated those assets over the anticipated life of the asset. We then determined the current capacity of each asset and developed percentages based on the Phase 1 need (180 gpm) divided by the capacity. Using this methodology, the buy-in for Phase 1 and Phase 2 are detailed in the attached Exhibit 3 - Table 4 – SL Twp Capacity Purchases. A detailed map of these assets is included as Exhibit 4 – SL Twp Assets.

B. Spring Lake Village:

Obtaining capacity in the SL V collection system is the most unclear part of this proposal. Based on the historical data we were able to review, it appeared that the trunk sewer in SL V was constructed as part of the regional sewers constructed in the early 1980's. That trunk sewer was built to accommodate SL Twp and to eliminate a lift station in the Village. The proposal does not include any upgrade to the capacity of the SL Twp collection system. Therefore, whatever compensation the Village received for use of these sewers is not impacted by this proposal. If SL Twp/Crockery were to increase the capacity in either LS 22 or LS 19, then additional capacity would need to be considered.

While reviewing the data for this proposal, it appeared that there may be a gap in the contract between SL Twp and SL V. The contract discusses the use of the shared LS 19, but I could not find a contract that discusses how the parties will share the gravity sewers in SL V. As part of this proposal, we recommend a new contract between SL Twp/Crockery Twp/ and SL V to establish cost sharing for operations, maintenance, repair, and replacement of these shared assets going forward.

To move this proposal forward, we propose using the same methodology as was used above for SL Twp to determine a capacity purchase. Using this methodology, the buy-in for Phase 1 and Phase 2 are detailed in attached Exhibit 5 – Table 5 – SL V Capacity Purchases.

C. Grand Haven – Spring Lake Sewer Authority:

The WWTP began operations in 1974 and was expanded around 1989 to its current capacity of 6.67 million gallons per day (mgd). The participants in the plant have used bonds funding to make major improvements and to pay for those improvements by charging a debt charge in the rates. They have also established a plant modification fund to help pay for items too large to adsorb in the annual budget, but too small to bond. The contract is a first come, first served basis with no fixed capacity, other than the total plant capacity. If the parties were to accept Crockery Township as a member of the Authority, they would need to change to the Articles of Incorporation and the contract. The proposed future need of

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140,000 gpd from Crockery would amount to 2.1% of the total plant capacity. Currently, the plant is at about 60% capacity, so there is room for Crockery without using up all the excess capacity.

All the parties that joined after the original plant was constructed have paid some type of buy-in to obtain service. Therefore, we are recommending Crockery Township also pay a buy-in. We recommend the buy-in be placed in the plant modification fund to help pay for plant assets, rather than attempt to determine an equitable way to redistribute the payment to the current participants.

The two assets owned by the GH-SL SA are the LS Division/force main and the WWTP. These facilities do not have a fixed capacity for the participants. They have financed the facilities and the participants pay the debt and operational costs in the sewer rates. Three of the five parties entered after the plant was constructed: SL Twp, Ferrysburg, and GH Twp. A small portion of the plant was oversized to accommodate future expansion and these three parties shared in this cost. SL Twp and Ferrysburg paid \$127,870 each in 1982 and GH Twp paid \$140,333 in 1986. The inflation rate used for GH Twp was 2.44%. Using this same inflation rate, the buy-in for 500,000 gpd would be \$256,594 in 2020. If this amount is prorated to 140,000 gpd (the Phase 2 flow from Crockery), the Crockery buy-in would be \$71,846. We do not believe this is the right methodology, but it provides a good comparison to help determine the fairness of the methodology that we are proposing to use.

In order to determine the current value of GH-SL SA assets, the fiscal year 2018-19 audit was reviewed. The asset value less depreciation was tabulated and listed as Table 6 – GH-SL SA Capacity Purchases. The total assets, net of depreciation, is listed at \$9,989,867. Since this includes the Adams Street lift station and force main that only benefits GH City, the value of these assets was estimated and subtracted from the total, leaving \$7,947,153 as the current asset value. Crockery's Phase 2 flow rate of 140,000 gpd was divided by the plant capacity of 6,670,000 gpd to determine the 2.1% allocation. This results in a recommended buy-in for Crockery Township of \$166,807.

Table 6
GH-SL SA Capacity Purchases

Capital assets not being depreciated	Balance 6-1-19
Land	\$ 575,210
Construction in progress	\$ 2,160,075
Total	\$ 2,735,285
Capital assets being depreciated	
Treatment plant	\$ 9,622,474
Pumping stations	\$ 5,315,283
Wastewater mains	\$ 3,257,496
Office, lab, etc	\$ 657,717
Total capital being depreciated	\$ 18,852,970
Less accumulated depreciation for	
Treatment plant	\$ 8,050,573
Pumping stations	\$ 2,576,781
Wastewater mains	\$ 563,645
Office, lab, etc	\$ 407,389
Total accumulated depreciation	\$ 11,598,388
Net capital assets being depreciated	\$ 7,254,582
CAPITAL ASSETS, NET	\$ 9,989,867
Less Adams Street LS/mains, NET	\$ 2,042,714
Capital Assets to Allocate	\$ 7,947,153
Crockery Allocation (0.14/6.67)	2.1%
Recommended Crockery Buy-in GH-SL SA	\$ 166,807

A summary of these costs is included below in Table 7 – Summary of Costs – Phase 1. The values in parentheses are considered credits.

Table 7
Summary of Costs – Phase 1

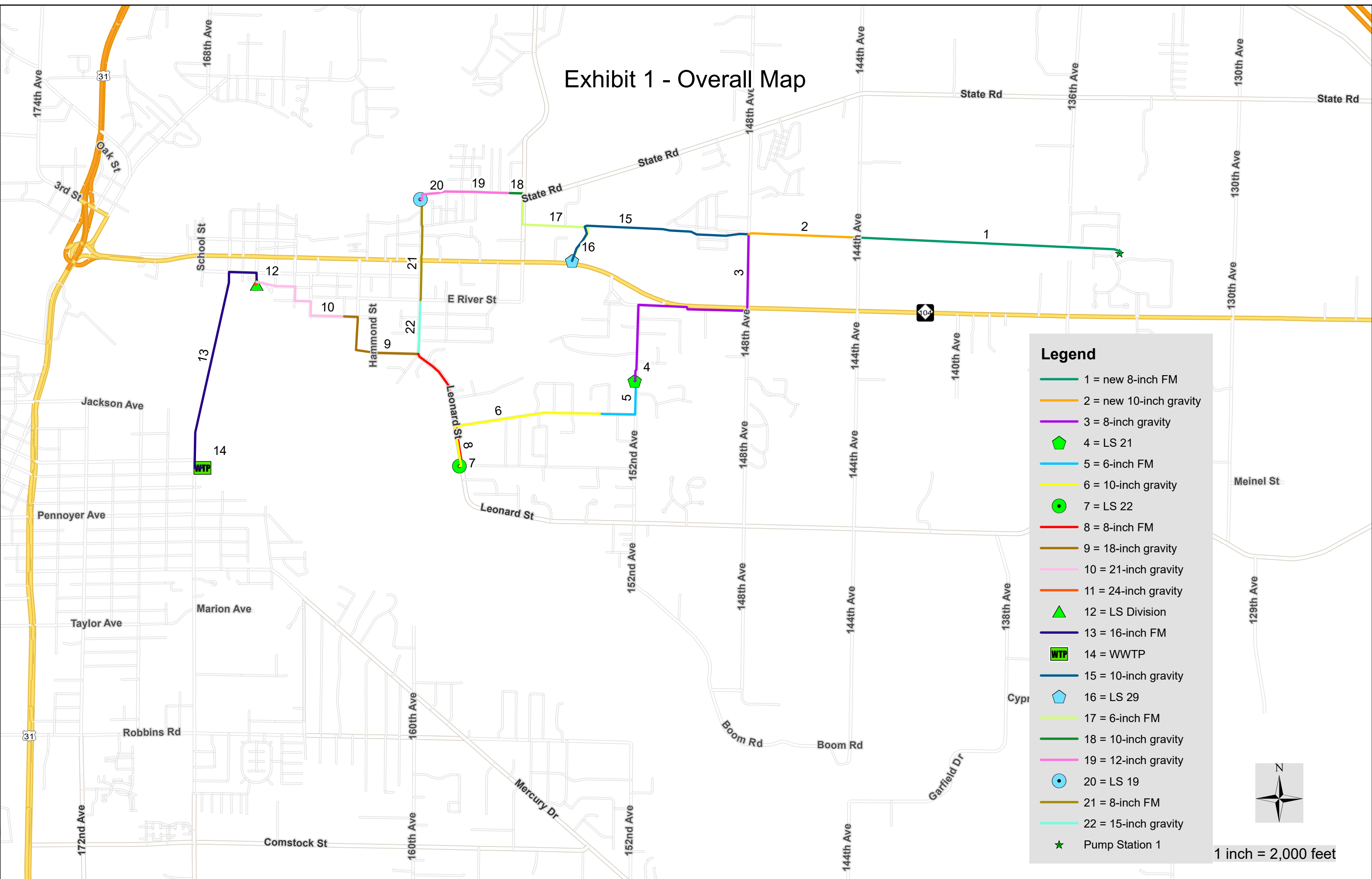
Item	Description	Total Cost	Crockery Twp	SL Twp	SL V	GH-SL SA
1	Crockery FM/ WWTP Decommissioning	\$ 1,314,500	\$ 1,314,500	\$ -	\$ -	\$ -
2	NBT 10" Gravity Sewer	\$ 717,500	\$ 496,510	\$ 220,990	\$ -	\$ -
A	SL Twp Buy-In (Phase 1)	\$ 798,900	\$ 798,900	\$ (798,900)	\$ -	\$ -
B	SL V Buy-In (Phase 1)	\$ 75,957	\$ 75,957	\$ -	\$ (75,957)	\$ -
C	GH-SL SA Buy-In	\$ 166,807	\$ 166,807	\$ -	\$ -	\$ (166,807)
Totals =		\$ 3,073,663	\$ 2,852,673	\$ (577,910)	\$ (75,957)	\$ (166,807)

We recommend the parties establish the costs for the Phase 2 buy-in as detailed below in Table 8 – Summary of Costs – Phase 2. An inflation rate could be negotiated so the established value could be paid for at a future date. We know that Phase 2 will require some lift station improvements in SL Twp and a more detailed evaluation of the SL V system and all of the flow contributions at that time to determine how best to accommodate all parties.

Table 8
Summary of Costs – Phase 2

Item	Description	Total Cost	Crockery Twp	SL Twp	SL V
A	SL Twp Buy-In (Phase 2)	\$ 780,656	\$ 780,656	\$ (780,656)	\$ -
B	LS 29 and LS 19 Upgrade	TBD	TBD	TBD	TBD
C	SL V Buy-In (Phase 2)	\$ 103,155	\$ 103,155	\$ -	\$ (103,155)
D	SL V Collection Upgrade	TBD	TBD	TBD	TBD
Totals =		\$ 883,811	\$ 883,811	\$ (780,656)	\$ (103,155)

Exhibit 1 - Overall Map



Legend

- 1 = new 8-inch FM
- 2 = new 10-inch gravity
- 3 = 8-inch gravity
- ▲ 4 = LS 21
- 5 = 6-inch FM
- 6 = 10-inch gravity
- 7 = LS 22
- 8 = 8-inch FM
- 9 = 18-inch gravity
- 10 = 21-inch gravity
- 11 = 24-inch gravity
- ▲ 12 = LS Division
- 13 = 16-inch FM
- WTP 14 = WWTP
- 15 = 10-inch gravity
- ▲ 16 = LS 29
- 17 = 6-inch FM
- 18 = 10-inch gravity
- 19 = 12-inch gravity
- 20 = LS 19
- 21 = 8-inch FM
- 22 = 15-inch gravity
- ★ Pump Station 1



1 inch = 2,000 feet

Exhibit 2 - New Construction



Legend

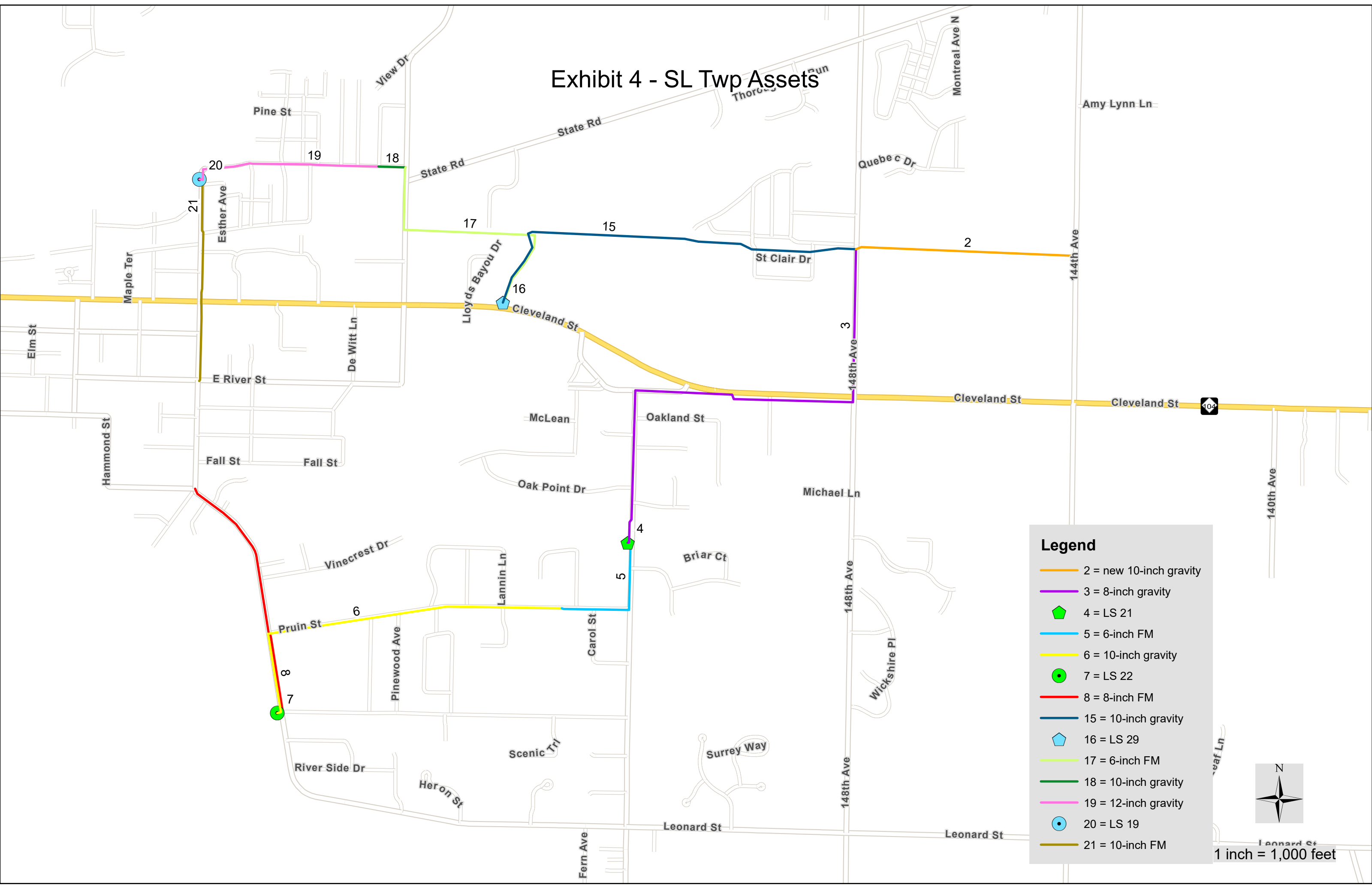
- 1 = new 8-inch FM
- 2 = new 10-inch gravity
- ★ Pump Station 1

1 inch = 600 feet

Exhibit 3
Table 4
Spring Lake Township Capacity Purchases

Phase 1														
Map I.D.	Description	Quantity	\$/ft	Current estimated replacement cost	Year constructed	Useful Life	Years in Service	Remaining Life	Annual Depreciation	Current Asset Value	Capacity (gpm)	Phase I	Crockery (%)	Crockery Cost
3	8" gravity sewer	6,440	\$ 240.00	\$ 1,545,600	1982	75	38	37	\$ 20,608.00	\$ 762,496.00	345	180	52.2%	\$ 397,824
4	LS21	1		\$ 400,000	1983	50	37	13	\$ 8,000.00	\$ 104,000.00	400	180	45.0%	\$ 46,800
5	6" force main	1,655	\$ 160.00	\$ 264,800	1983	75	37	38	\$ 3,530.67	\$ 134,165.33	400	180	45.0%	\$ 60,374
6	10" gravity	4,597	\$ 252.00	\$ 1,158,444	1982	75	38	37	\$ 15,445.92	\$ 571,499.04	520	180	34.6%	\$ 197,827
7	LS22	1		\$ 500,000	1982	50	38	12	\$ 10,000.00	\$ 120,000.00	700	180	25.7%	\$ 30,857
8	8" force main	3,097	\$ 166.00	\$ 514,102	1982	75	38	37	\$ 6,854.69	\$ 253,623.65	700	180	25.7%	\$ 65,218
Phase 1 Total =														\$ 798,900
Phase 2														
Map I.D.	Description	Quantity	\$/ft	Future estimated replacement cost	Year constructed	Useful Life	Years in Service	Remaining Life	Annual Depreciation	Current Asset Value	Capacity (gpm)	Phase II	Crockery (%)	Crockery Cost
15	10" gravity sewer	4,945	\$ 252.00	\$ 1,246,140	1991	75	29	46	\$ 16,615.20	\$ 764,299.20	520	180	34.6%	\$ 264,565
16	LS29			\$ 450,000	1991	50	29	21	\$ 9,000.00	\$ 189,000.00	250	180	72.0%	\$ 136,080
17	6" force main	3,270	\$ 160.00	\$ 523,200	1991	75	29	46	\$ 6,976.00	\$ 320,896.00	250	180	72.0%	\$ 231,045
18	10" gravity sewer	328	\$ 252.00	\$ 82,656	1982	75	38	37	\$ 1,102.08	\$ 40,776.96	520	180	34.6%	\$ 14,115
19	12" gravity sewer	2,308	\$ 270.00	\$ 623,160	1982	75	38	37	\$ 8,308.80	\$ 307,425.60	750	180	24.0%	\$ 73,782
20	LS19			\$ 600,000	1982	50	38	12	\$ 12,000.00	\$ 144,000.00	1,025	180	17.6%	\$ 25,288
21	8" force main	2,488	\$ 166.00	\$ 413,008	1982	75	38	37	\$ 5,506.77	\$ 203,750.61	1,025	180	17.6%	\$ 35,781
Phase 2 Total =														\$ 780,656

Exhibit 4 - SL Twp Assets



Legend

- 2 = new 10-inch gravity
- 3 = 8-inch gravity
- 4 = LS 21
- 5 = 6-inch FM
- 6 = 10-inch gravity
- 7 = LS 22
- 8 = 8-inch FM
- 15 = 10-inch gravity
- 16 = LS 29
- 17 = 6-inch FM
- 18 = 10-inch gravity
- 19 = 12-inch gravity
- 20 = LS 19
- 21 = 10-inch FM



1 inch = 1,000 feet

Exhibit 5
Table 5
Spring Lake Village Capacity Purchases

Phase 1														
Map I.D.	Description	Quantity	\$/ft	Current estimated replacement cost	Year constructed	Useful Life	Years in Service	Remaining Life	Annual Depreciation	Current Asset Value	Capacity (gpm)	Phase I	Crockery (%)	Crockery Cost
9	18" gravity sewer	2,658	\$ 304.00	\$ 808,032	1982	75	38	37	\$ 10,773.76	\$ 398,629.12	1,750	180	10.3%	\$ 41,002
10	21" gravity sewer	2,860	\$ 321.00	\$ 918,060	1982	75	38	37	\$ 12,240.80	\$ 452,909.60	2,400	180	7.5%	\$ 33,968
11	24" gravity sewer	120	\$ 350.00	\$ 42,000	1982	75	38	37	\$ 560.00	\$ 20,720.00	3,780	180	4.8%	\$ 987
Phase 1 Total =														\$ 75,957
Phase 2														
Map I.D.	Description	Quantity	\$/ft	Future estimated replacement cost	Year constructed	Useful Life	Years in Service	Remaining Life	Annual Depreciation	Current Asset Value	Capacity (gpm)	Phase II	Crockery (%)	Crockery Cost
9	18" gravity sewer	2,658	\$ 304.00	\$ 808,032	1982	75	38	37	\$ 10,773.76	\$ 398,629.12	1,750	180	10.3%	\$ 41,002
10	21" gravity sewer	2,860	\$ 321.00	\$ 918,060	1982	75	38	37	\$ 12,240.80	\$ 452,909.60	2,400	180	7.5%	\$ 33,968
11	24" gravity sewer	120	\$ 350.00	\$ 42,000	1982	75	38	37	\$ 560.00	\$ 20,720.00	3,780	180	4.8%	\$ 987
22	15" gravity sewer	1,308	\$ 281.00	\$ 367,548	1982	75	38	37	\$ 4,900.64	\$ 181,323.68	1,200	180	15.0%	\$ 27,199
Phase 2 Total =														\$ 103,155

Exhibit 6 - SL V Assets



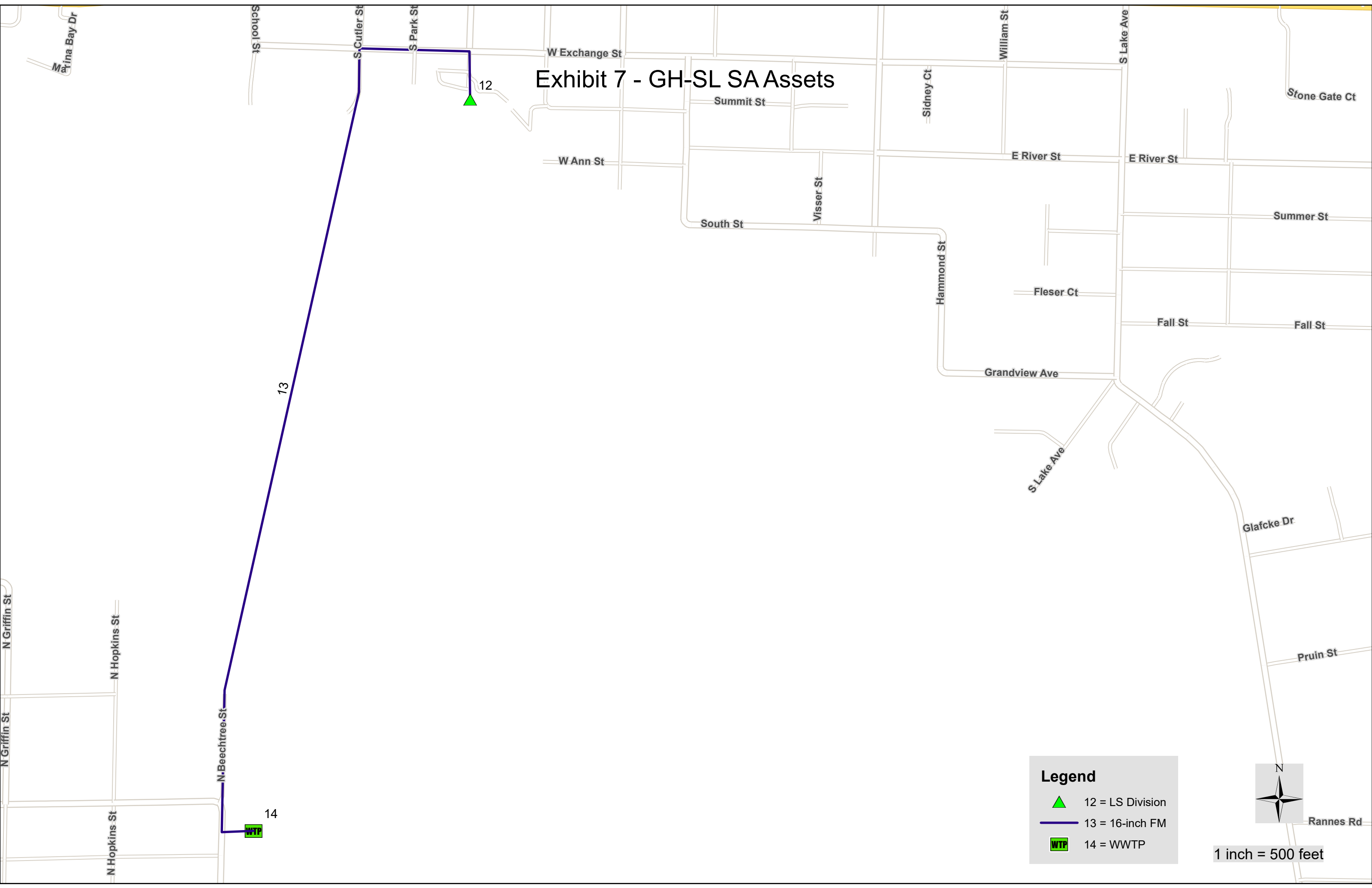
Legend

- 9 = 18-inch gravity
- 10 = 21-inch gravity
- 11 = 24-inch gravity
- 22 = 15-inch gravity




N

1 inch = 300 feet

Exhibit 7 - GH-SL SA Assets



Legend

-  12 = LS Division
-  13 = 16-inch FM
-  14 = WWTP



1 inch = 500 feet



County of Ottawa

Office of the Treasurer

Amanda Price
County Treasurer

Cheryl A. Clark
Chief Deputy Treasurer

Mollie L. Bonter
Deputy Treasurer

12220 Fillmore Street • Room 155 • West Olive, MI 49460
Tel. (616) 994-4501 • 1-888-731-1001 ext 4501 • Fax (616) 994-4509 • www.miOttawa.org

Report to: Ottawa County Finance and Administration Committee

From: Amanda Price, Treasurer

Date: May 11, 2021

Re: Financial update for month end April 30, 2021

General Fund

Attached is a one-page document with graphs which represents the status of the General Fund portfolio for Ottawa County as of April 30, 2021. As depicted in the graphs and verified by the report, the asset distribution of the General Pooled Funds by types and percentages meet the requirements of the County's Investment Policy.

Other Post Employee Benefits (OPEB)

The April 30, 2021 Statement from Greenleaf Trust along with a Cash Flow sheet and Asset Allocation sheet on the investments in our OPEB account are attached.

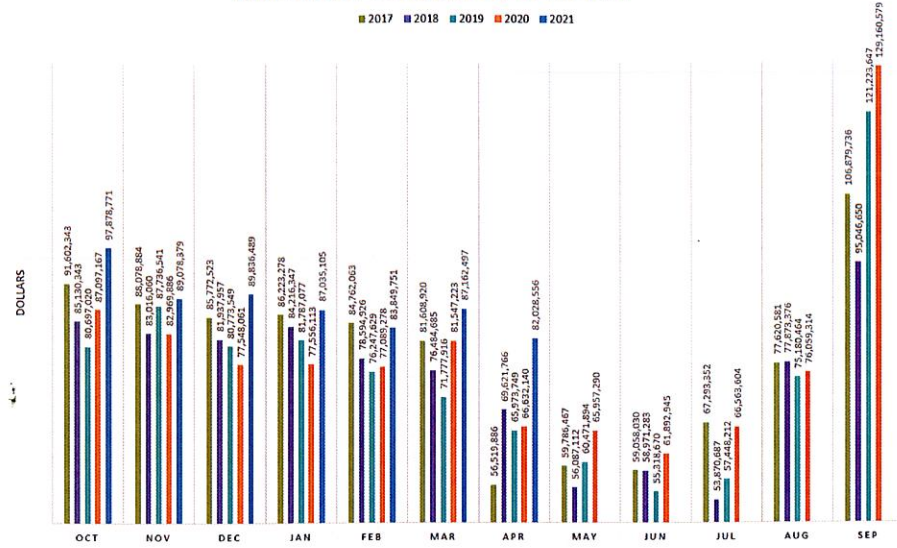
I plan to be at the May Finance Committee meeting.

Please contact me at aprice@miottawa.org or 616-994-4505 if you have any questions related to this material or the Treasurer's office.

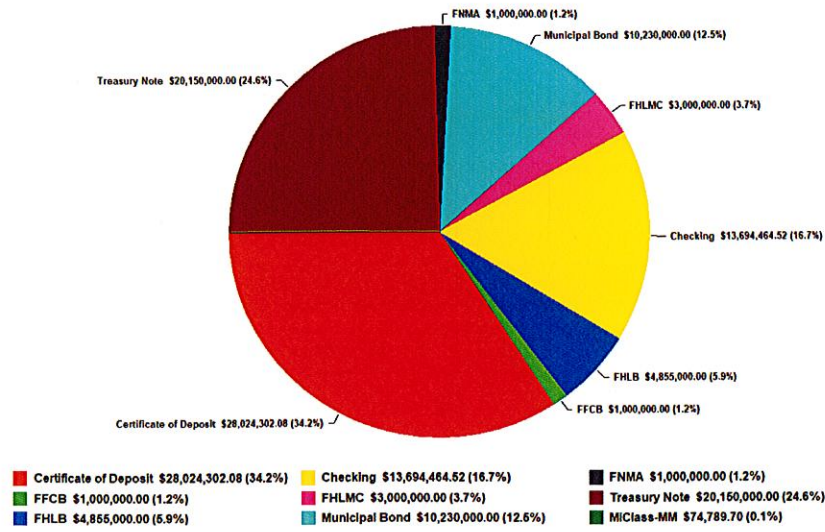
Ottawa County General Pooled Funds

April 30, 2021

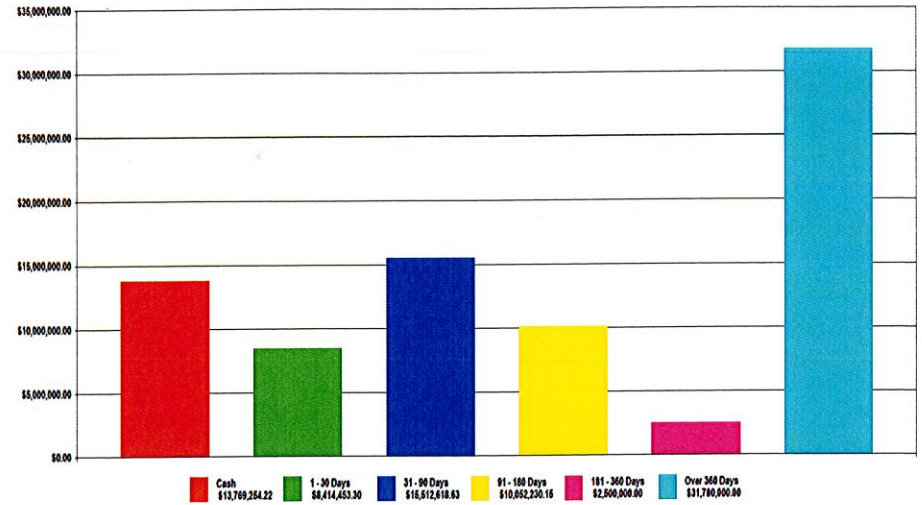
HISTORICAL COMPARISON BY MONTH



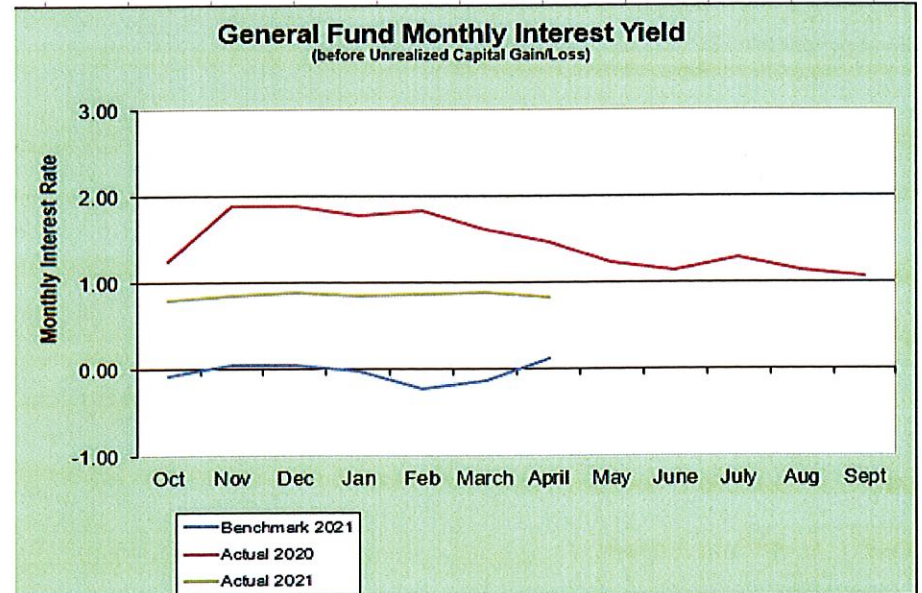
Open Investments (Ending Par Val/Shares): \$82,028,556.30 04/30/2021



Inv. Distribution by Maturity (Ending Par Val/Shares): \$82,028,556.30 04/30/2021



General Fund Monthly Interest Yield (before Unrealized Capital Gain/Loss)



Ottawa County, Michigan - OPEB Section 115 Trust

Greenleaf Trust
Portfolio Asset Allocation
From Monthly Statement

April 30, 2021

Asset	<u>Market Values at 10/1/2020</u>		<u>Market Values at 4/30/2021</u>		Transactions Impacting Market Value	Month to Date Impact
	Dollar Amount	Percentage	Dollar Amount	Percentage		
		0.00%		0.00%		
		0.00%		0.00%		
Exchange Traded Fds- Equity	\$2,898,310.78	44.33%	\$3,381,038.33	43.75%	Contributions	\$0.00
		0.00%		0.00%	Payments	
Mutual Fund - Equity	\$1,352,104.88	20.68%	\$1,704,334.98	22.05%	Disbursements	\$0.00
		0.00%		0.00%	Withdrawals & Distributions	\$0.00
Mutual Fund Equity - International	\$160,045.30	2.45%	\$151,015.92	1.95%	Administrative Expenses	(\$5,074.67)
		0.00%		0.00%	Investment Income	\$964.41
		0.00%		0.00%	Investment Change (+/-)	\$249,738.12
Corporate Bonds	\$897,680.22	13.73%	\$914,069.49	11.83%	MTD fee or income increase/decrease	\$245,627.86
		0.00%		0.00%		
		0.00%		0.00%		
		0.00%		0.00%		
Mutual Fund - Fixed Income	\$135,263.92	2.07%	\$163,671.50	2.12%		
		0.00%		0.00%		
US Government Notes & Bonds	\$854,999.59	13.08%	\$1,039,832.18	13.45%		
		0.00%		0.00%		
		0.00%		0.00%		
		0.00%		0.00%		
		0.00%		0.00%		
Money Market Funds - Taxable	238998.79	3.66%	\$374,340.75	4.84%		
		0.00%		0.00%		
		0.00%		0.00%		
TOTAL PORTFOLIO	\$6,537,403.48	100.00%	\$7,728,303.15	100.00%		

PORTFOLIO ASSET ALLOCATION PARAMETERS

	Current	Target
Equities	67.76%	65%
Total Fixed Income	27.40%	30%
Cash & Equivalent	4.84%	5%
	100%	100%

Co of Ottawa Retiree Hlth Ins Sec 115 Tr

Account Number : 62380025

April 1, 2021 Through April 30, 2021

County of Ottawa Section 115 Trust

Attn: Amanda Price, Trustee

12220 Filmore St Room 155

West Olive, MI 49460

Trust Relationship Officer Melinda P Shull

Wealth Management Advisor Mark A Jackson

April 01, 2021 through April 30, 2021

Account Name : Co of Ottawa Retiree Hlth Ins Sec 115 Tr

Account No : 62380025

April 01, 2021 through April 30, 2021

Account Name : Co of Ottawa Retiree Hlth Ins Sec 115 Tr

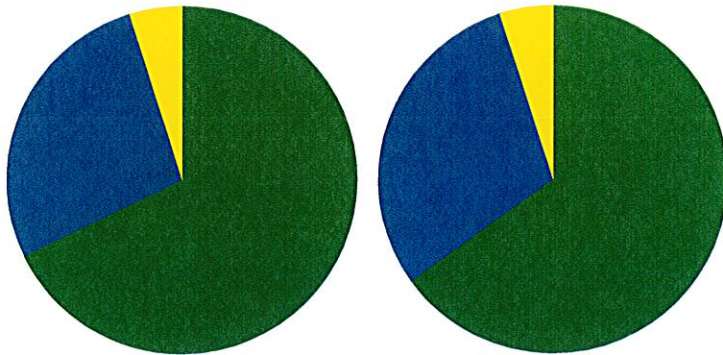
Account No : 62380025

Account Summary

Portfolio Summary

Actual

Target



Equity - 67.76%

Fixed - 27.40%

Cash Equiv - 4.84%

Equity - 65.00%

Fixed - 30.00%

Cash Equiv - 5.00%

	Market Value	Percent	Estimated	Current
	Current Date	Of Total	Ann Income	Yield
Total Account	7,728,303.15	100.00	111,683.63	1.45
Equity	5,236,389.23	67.76	67,212.50	1.28
Fixed	2,117,573.17	27.40	44,433.70	2.10
Cash Equiv	374,340.75	4.84	37.43	0.01
Net Cash	0.00			

Activity Summary

Current Period

Year To Date

04/01/2021-04/30/2021

01/01/2021-04/30/2021

Beginning Market Value	\$ 7,482,675.29	\$ 7,198,238.98
Contributions		
Cash Deposits	0.00	0.00
Asset Deposits	0.00	0.00
Total Contributions	0.00	0.00
Withdrawals		
Cash Disbursements	0.00	-3,599.12
Asset Withdrawals	0.00	0.00
Management Fees	-5,074.67	-19,915.21
Total Withdrawals	-5,074.67	-23,514.33
Investment Income		
Tax Free Interest	0.00	0.00
Taxable Interest	960.99	9,649.72
Dividends	3.42	13,353.28
Return of Capital	0.00	0.00
Other	0.00	0.00
Total Investment Income	964.41	23,003.00
Investment Change	249,738.12	530,575.50
Ending Market Value	\$ 7,728,303.15	\$ 7,728,303.15

April 01, 2021 through April 30, 2021

Account Name : Co of Ottawa Retiree Hlth Ins Sec 115 Tr

Account No : 62380025

Portfolio Holdings

Description				Market Value/ Estimated Inc	Cost Basis	Unrealized Gain/Loss	Current Yield	Percent Of Acct
Cusip	Ticker	Price	Quantity					
<u>Equities</u>								
<u>Exchange Traded Fds-Equity</u>								
iShares Core MSCI EAFE ETF 46432F842	IEFA	74.31	1,525.000	113,322.75 2,001.07	84,691.47	28,631.28	1.77	1.47
iShares Core S&P 500 Index 464287200	IVV	418.88	2,355.000	986,462.40 13,395.24	645,846.56	340,615.84	1.36	12.76
iShares Core S&P Midcap 400 Index 464287507	IJH	271.76	1,149.000	312,252.24 3,227.83	191,627.49	120,624.75	1.03	4.04
iShares Core S&P Smallcap 600 Index 464287804	IJR	110.54	1,468.000	162,272.72 1,522.59	93,345.56	68,927.16	0.94	2.10
iShares MSCI EAFE ETF 464287465	EFA	78.11	4,285.000	334,701.35 6,651.31	277,903.81	56,797.54	1.99	4.33
iShares MSCI EAFE Value ETF 464288877	EFV	51.89	3,430.000	177,982.70 3,920.88	160,819.21	17,163.49	2.20	2.30
Vanguard Growth MFC 922908736	VUG	274.81	2,263.000	621,895.03 3,771.52	90,078.94	531,816.09	0.61	8.05
Vanguard Index Trust Value MFC 922908744	VTV	135.98	4,943.000	672,149.14 14,755.84	192,563.72	479,585.42	2.20	8.70

April 01, 2021 through April 30, 2021

Account Name : Co of Ottawa Retiree Hlth Ins Sec 115 Tr

Account No : 62380025

Portfolio Holdings

Description				Market Value/ Estimated Inc	Cost Basis	Unrealized Gain/Loss	Current Yield	Percent Of Acct
Cusip	Ticker	Price	Quantity					
Exchange Traded Fds-Equity Subtotal				3,381,038.33	1,736,876.76	1,644,161.57	1.46	43.75
				49,246.28				
<u>Mutual Fund-Equity</u>								
Hartford Dividend and Growth Fund F 41664T669	HDGFX	31.53	7,849.018	247,479.54 3,483.30	214,345.52	33,134.02	1.41	3.20
Sterling Capital Equity Income Fund Cl I 85917L684	BEGIX	26.16	8,955.352	234,272.01 3,187.21	134,226.66	100,045.35	1.36	3.03
Touchstone Sands Capital Select Gr Instl 89155T524	CISGX	21.21	11,508.014	244,084.98 0.00	118,601.95	125,483.03	0.00	3.16
Vanguard 500 Index Admiral Share 922908710	VFIAX	386.25	1,907.499	736,771.49 10,287.33	380,000.00	356,771.49	1.40	9.53
William Blair Large Cap Gr-R6 969251636	LCGJX	23.22	10,410.291	241,726.96 566.11	197,742.90	43,984.06	0.23	3.13
Mutual Fund-Equity Subtotal				1,704,334.98	1,044,917.03	659,417.95	1.03	22.05
				17,523.95				
<u>Mutual Fund-Equity-Intl</u>								
Delaware Emerging Markets R6 245914510	DEMZX	27.24	2,816.972	76,734.32 183.10	36,922.71	39,811.61	0.24	0.99

April 01, 2021 through April 30, 2021

Account Name : Co of Ottawa Retiree Hlth Ins Sec 115 Tr

Account No : 62380025

Portfolio Holdings

Description					Market Value/ Estimated Inc	Cost Basis	Unrealized Gain/Loss	Current Yield	Percent Of Acct	
Cusip	Ticker	Price	Quantity							
Matthews Pacific Tiger Fund Cl I 577130834	MIPTX	35.89	2,069.702		74,281.60 259.17	42,929.39	31,352.21	0.35	0.96	
Mutual Fund-Equity-Intl Subtotal					151,015.92 442.27	79,852.10	71,163.82	0.29	1.95	
Equities Subtotal					5,236,389.23 67,212.50	2,861,645.89	2,374,743.34	1.28	67.75	
<u>Fixed Income</u>										
<u>Corporate Bonds</u>										
Wells Fargo & Co New 949746SA0	WFC21D	2.100%	07/26/2021	100.44	25,000.000	25,109.00 525.00	24,928.50	180.50	2.09	0.32
Omnicom Group Inc 3.6250% 05 681919AZ9	OGI3622	3.625%	05/01/2022	103.19	25,000.000	25,796.41 906.25	25,267.82	528.59	3.51	0.33
Ebay Inc 278642AE3	EBAY2622	2.600%	07/15/2022	102.13	25,000.000	25,532.38 650.00	24,521.75	1,010.63	2.55	0.33
Duke Energy Corp New 26441CAJ4	DUK22	3.050%	08/15/2022	102.65	25,000.000	25,662.08 762.50	25,039.03	623.05	2.97	0.33
JPMorgan Chase & Co 46625HJE1	JPM22A	3.250%	09/23/2022	104.11	25,000.000	26,027.50 812.50	25,003.48	1,024.02	3.12	0.34

April 01, 2021 through April 30, 2021

Account Name : Co of Ottawa Retiree Hlth Ins Sec 115 Tr

Account No : 62380025

Portfolio Holdings

Description										
Cusip	Ticker		Price	Quantity	Market Value/ Estimated Inc	Cost Basis	Unrealized Gain/Loss	Current Yield	Percent Of Acct	
Verizon Communications Inc 92343VBJ2	VZ22	2.450%	11/01/2022	102.68	25,000.000	25,668.88 612.50	24,610.50	1,058.38	2.39	0.33
Disney Walt Co Mtns Be 25468PCW4	DIS22	2.350%	12/01/2022	103.17	25,000.000	25,793.52 587.50	25,303.82	489.70	2.28	0.33
Bank of America Corp 3.3 01 06051GEU9	BAC23	3.300%	01/11/2023	105.05	25,000.000	26,261.94 825.00	26,405.95	(144.01)	3.14	0.34
Morgan Stanley 61744YAN8	MS23H	3.125%	01/23/2023	104.68	25,000.000	26,169.69 781.25	26,277.99	(108.30)	2.99	0.34
McDonalds Corp 3.3500% 04/01 58013MFE9	MCD33523	3.350%	04/01/2023	105.48	25,000.000	26,368.93 837.50	25,148.24	1,220.69	3.18	0.34
Apple Inc 037833AK6	AAP2423	2.400%	05/03/2023	104.21	25,000.000	26,052.70 600.00	24,580.25	1,472.45	2.30	0.34
Aflac Inc 001055AL6	AFL23	3.625%	06/15/2023	106.84	25,000.000	26,710.72 906.25	25,435.14	1,275.58	3.39	0.35
Intercontinental Exchange I 45866FAM6	ICE23B	0.700%	06/15/2023	100.53	25,000.000	25,132.00 175.00	25,203.75	(71.75)	0.70	0.33
Chevron Corp 3.1910% 06/24/2 166764AH3	CC3123	3.191%	06/24/2023	105.41	25,000.000	26,351.48 797.75	25,313.24	1,038.24	3.03	0.34

April 01, 2021 through April 30, 2021

Account Name : Co of Ottawa Retiree Hlth Ins Sec 115 Tr

Account No : 62380025

Portfolio Holdings

Description						Market Value/ Estimated Inc	Cost Basis	Unrealized Gain/Loss	Current Yield	Percent Of Acct
Cusip	Ticker	Price	Quantity							
Oracle Corp 68389XAS4	ORCL23	3.625%	07/15/2023	106.87	25,000.000	26,716.34 906.25	25,204.37	1,511.97	3.39	0.35
Bristol Myers Squibb Co 110122AW8	BMY3223	3.250%	11/01/2023	106.85	25,000.000	26,713.10 812.50	25,300.34	1,412.76	3.04	0.35
Union Pac Corp 907818DV7	UNP24	3.750%	03/15/2024	108.19	25,000.000	27,047.66 937.50	25,066.43	1,981.23	3.47	0.35
PPG Inds Inc 693506BQ9	PPG24	2.400%	08/15/2024	104.98	25,000.000	26,245.76 600.00	25,368.16	877.60	2.29	0.34
Paypal Holdings Inc 70450YAC7	2 PYPL24	2.400%	10/01/2024	105.42	25,000.000	26,354.13 600.00	25,320.53	1,033.60	2.28	0.34
D R Horton Inc 23331ABM0	DHI24	2.500%	10/15/2024	105.36	25,000.000	26,340.98 625.00	26,331.62	9.36	2.37	0.34
Waste Management Inc 94106LBA6	3.125 WM25	3.125%	03/01/2025	107.80	25,000.000	26,950.34 781.25	24,340.75	2,609.59	2.90	0.35
Republic Serv Inc 760759AQ3	RSG25	3.200%	03/15/2025	107.59	25,000.000	26,897.02 800.00	24,824.75	2,072.27	2.97	0.35
DTE Energy Co 233331BG1	DTE25A	1.050%	06/01/2025	99.59	25,000.000	24,897.63 262.50	25,122.09	(224.46)	1.05	0.32

April 01, 2021 through April 30, 2021

Account Name : Co of Ottawa Retiree Hlth Ins Sec 115 Tr

Account No : 62380025

Portfolio Holdings

Description						Market Value/ Estimated Inc	Cost Basis	Unrealized Gain/Loss	Current Yield	Percent Of Acct
Cusip	Ticker	Price	Quantity							
Netapp Inc 64110DAL8	NTAP18752	1.875% 06/22/2025	102.62	25,000.000	25,655.65 468.75	25,953.48	(297.83)	1.83	0.33	
Walmart Inc 931142ED1	WMT25	3.550% 06/26/2025	110.82	25,000.000	27,705.71 887.50	25,187.53	2,518.18	3.20	0.36	
Intuit 46124HAB2	INTU9525	0.950% 07/15/2025	100.24	25,000.000	25,060.21 237.50	25,268.27	(208.06)	0.95	0.32	
Bank New York Mellon Corp 06406RAQ0	BK7526	0.750% 01/28/2026	98.88	25,000.000	24,720.93 187.50	24,992.75	(271.82)	0.76	0.32	
Unitedhealth Group Inc 91324PCV2	UNH26	3.100% 03/15/2026	109.13	25,000.000	27,282.55 775.00	24,050.00	3,232.55	2.84	0.35	
Starbucks Corp 855244AK5	SBUX24526	2.450% 06/15/2026	105.52	25,000.000	26,379.86 612.50	26,933.50	(553.64)	2.32	0.34	
Hershey Co 427866AX6	HSY26	2.300% 08/15/2026	105.81	25,000.000	26,452.62 575.00	26,265.70	186.92	2.17	0.34	
Goldman Sachs Group Inc 38145GAH3	GS26P	3.500% 11/16/2026	109.12	25,000.000	27,280.24 875.00	27,863.50	(583.26)	3.21	0.35	
Amgen Inc 031162CT5	AMGN2227	2.200% 02/21/2027	103.64	25,000.000	25,909.46 550.00	25,966.79	(57.33)	2.12	0.34	

April 01, 2021 through April 30, 2021

Account Name : Co of Ottawa Retiree Hlth Ins Sec 115 Tr

Account No : 62380025

Portfolio Holdings

Description				Price	Quantity	Market Value/ Estimated Inc	Cost Basis	Unrealized Gain/Loss	Current Yield	Percent Of Acct
Cusip	Ticker									
Costco Corp 22160KAN5	1.3750% 06/ COST27	1.375%	06/20/2027	100.34	25,000.000	25,086.13 343.75	25,486.59	(400.46)	1.37	0.32
Visa Inc 92826CAP7	V27B	0.750%	08/15/2027	96.80	25,000.000	24,200.49 187.50	24,799.00	(598.51)	0.77	0.31
Packaging Corp America 695156AT6	3 PKG27	3.400%	12/15/2027	110.14	25,000.000	27,535.45 850.00	26,628.07	907.38	3.09	0.36
Corporate Bonds Subtotal						914,069.49 22,654.00	889,313.68	24,755.81	2.48	11.82
<u>Mutual Fund-Fixed Income</u>										
Vanguard S/T Inflation Protected Sec Admiral 922020706	VTAPX			26.05	6,282.975	163,671.50 2,204.70	155,000.00	8,671.50	1.35	2.12
Mutual Fund-Fixed Income Subtotal						163,671.50 2,204.70	155,000.00	8,671.50	1.35	2.12
<u>U S Government Notes & Bonds</u>										
United States Treas Nts 912828UN8	USTN2023	2.000%	02/15/2023	103.30	100,000.000	103,296.90 2,000.00	99,019.02	4,277.88	1.94	1.34
United States Treas Nts 9128282D1	UST1323	1.375%	08/31/2023	102.68	75,000.000	77,009.78 1,031.25	74,921.69	2,088.09	1.34	1.00

April 01, 2021 through April 30, 2021

Account Name : Co of Ottawa Retiree Hlth Ins Sec 115 Tr

Account No : 62380025

Portfolio Holdings

Description						Market Value/ Estimated Inc	Cost Basis	Unrealized Gain/Loss	Current Yield	Percent Of Acct
Cusip	Ticker		Price	Quantity						
United States Treas Nts 912828U57	USTN2123	2.125% 11/30/2023	104.80	25,000.000		26,199.23 531.25	24,876.95	1,322.28	2.03	0.34
United States Treas Nts 912828V23	USTN2223	2.250% 12/31/2023	105.22	50,000.000		52,611.35 1,125.00	50,058.57	2,552.78	2.14	0.68
United States Treas Nts 912828W48	USTN2124	2.125% 02/29/2024	105.12	25,000.000		26,280.28 531.25	25,143.56	1,136.72	2.02	0.34
United States Treas Nts 912828XT2	USTN2024b	2.000% 05/31/2024	105.01	50,000.000		52,503.90 1,000.00	47,888.67	4,615.23	1.90	0.68
United States Treas Nts 912828D56	UST2324	2.375% 08/15/2024	106.41	50,000.000		53,203.10 1,187.50	49,398.85	3,804.25	2.23	0.69
United States Treas Nts 912828J27	UST2025	2.000% 02/15/2025	105.46	75,000.000		79,095.68 1,500.00	75,629.44	3,466.24	1.90	1.02
United States Treas Nts 912828M56	USTN2225	2.250% 11/15/2025	106.73	115,000.000		122,744.56 2,587.50	114,395.10	8,349.46	2.11	1.59
United States Treas Nts 912828U24	UST226	2.000% 11/15/2026	105.40	100,000.000		105,402.30 2,000.00	99,662.10	5,740.20	1.90	1.36
United States Treas Nts 9128283F5	UST225127	2.250% 11/15/2027	106.46	175,000.000		186,306.58 3,937.50	185,513.78	792.80	2.11	2.41

April 01, 2021 through April 30, 2021

Account Name : Co of Ottawa Retiree Hlth Ins Sec 115 Tr

Account No : 62380025

Portfolio Holdings

Description						Market Value/ Estimated Inc	Cost Basis	Unrealized Gain/Loss	Current Yield	Percent Of Acct
Cusip	Ticker		Price	Quantity						
United States Treas Nts 91282CBZ3	USTN12528	1.250% 04/30/2028	99.55	100,000.000		99,546.90 1,250.00	99,570.31	(23.41)	1.26	1.29
United States Treas Nts 912828YB0	UST162529	1.625% 08/15/2029	101.15	55,000.000		55,631.62 893.75	55,725.59	(93.97)	1.61	0.72
U S Government Notes & Bonds Subtotal						1,039,832.18	1,001,803.63	38,028.55	1.88	13.46
Fixed Income Subtotal						2,117,573.17	2,046,117.31	71,455.86	2.10	27.40
Cash Equivalents						44,433.70				
<u>Money Market Funds-Taxable</u>										
Northern Institutional Treasury Portfolio 665279808	NITXX		1.00	374,340.750		374,340.75 37.43	374,340.75	0.00	0.01	4.84
Money Market Funds-Taxable Subtotal						374,340.75	374,340.75	0.00	0.01	4.84
Cash Equivalents Subtotal						374,340.75	374,340.75	0.00	0.01	4.84
						37.43				

April 01, 2021 through April 30, 2021

Account Name : Co of Ottawa Retiree Hlth Ins Sec 115 Tr

Account No : 62380025

Portfolio Holdings

Description				Market Value/ Estimated Inc	Cost Basis	Unrealized Gain/Loss	Current Yield	Percent Of Acct
Cusip	Ticker	Price	Quantity					
Cash Summary								
	Principal			-267,223.50	-267,223.50			
	Income			267,223.50	267,223.50			
	Invested Income			0.00	0.00			
* * Grand Total * *				7,728,303.15	5,282,103.95	2,446,199.20	1.45	
				111,683.63				

LT Gain/Loss Fiscal YTD: 89,163.44

ST Gain/Loss Fiscal YTD: 0.00

April 01, 2021 through April 30, 2021

Account Name : Co of Ottawa Retiree Hlth Ins Sec 115 Tr

Account No : 62380025

Account Transactions

Date	Type	Description	Amount
		<i>Starting Balance :</i>	\$0.00
04/01/2021	Interest	Agilent Technologies Inc 3.2000% 10/01/22	299.20
04/01/2021	Interest	McDonalds Corp 3.3500% 04/01/23	418.75
04/01/2021	Interest	Paypal Holdings Inc 2.4000% 10/01/24	300.00
04/01/2021	Amortization - Adjust Cost on Taxlots	-35.69 Of McDonalds Corp 3.3500% 04/01/23 [Bond Prem Amort]	
04/01/2021	Amortization - Adjust Cost on Taxlots	-43.98 Of Paypal Holdings Inc 2.4000% 10/01/24 [Bond Prem Amort]	
04/01/2021	Daily Factor - Dividend	Northern Institutional Treasury Portfolio Dividend From 03/01/2021 To 03/31/2021	3.42
04/08/2021	Call Bond	Agilent Technologies Inc 3.2000% 10/01/22 18700 PV @ 104.185 Cost Basis Removed \$18,443.44	19,482.60
04/08/2021	Call Bond - Interest	Agilent Technologies Inc 3.2000% 10/01/22	6.65
04/12/2021	Buy	Vanguard S/T Inflation Protected Sec Admiral 965.997 Shares 965.997 Shares @ 25.88	-25,000.00
04/12/2021	Buy	United States Treas Nts 1.6250% 08/15/29 30000 PV 30000 PV @ 100.976562	-30,292.97
04/12/2021	Purchase Accrued Interest	United States Treas Nts 1.6250% 08/15/29	-75.41
04/15/2021	Interest	D R Horton Inc 2.5000% 10/15/24	312.50

April 01, 2021 through April 30, 2021

Account Name : Co of Ottawa Retiree Hlth Ins Sec 115 Tr

Account No : 62380025

Account Transactions

Date	Type	Description	Amount
04/15/2021	Amortization - Adjust Cost on Taxlots	-186.66 Of D R Horton Inc 2.5000% 10/15/24 [Bond Prem Amort]	
04/16/2021	Amortization - Adjust Cost on Taxlots	-37.95 Of TJX Cos Inc 2.750% 06/15/21 [Bond Prem Amort]	
04/16/2021	Call Bond	TJX Cos Inc 2.750% 06/15/21 25000 PV @ 100.00 Cost Basis Removed \$25,018.26	25,000.00
04/16/2021	Call Bond - Interest	TJX Cos Inc 2.750% 06/15/21	229.17
04/22/2021	Market Fee	Market Value: 7,482,675.29	-5,074.67
04/22/2021	Buy	United States Treas Nts 1.6250% 08/15/29 25000 PV 25000 PV @ 101.730468	-25,432.62
04/22/2021	Purchase Accrued Interest	United States Treas Nts 1.6250% 08/15/29	-74.07
04/29/2021	Buy	United States Treas Nts 2.0000% 11/15/26 50000 PV 50000 PV @ 105.417968	-52,708.98
04/29/2021	Purchase Accrued Interest	United States Treas Nts 2.0000% 11/15/26	-455.80
04/30/2021	Sell	iShares Core S&P Midcap 400 Index 215 Shares @ 275.239874 Cost Basis Removed \$37,508.72	59,171.96
04/30/2021	Sell	iShares Core S&P Smallcap 600 Index 800 Shares @ 111.375824 Cost Basis Removed \$55,197.20	89,084.20

April 01, 2021 through April 30, 2021

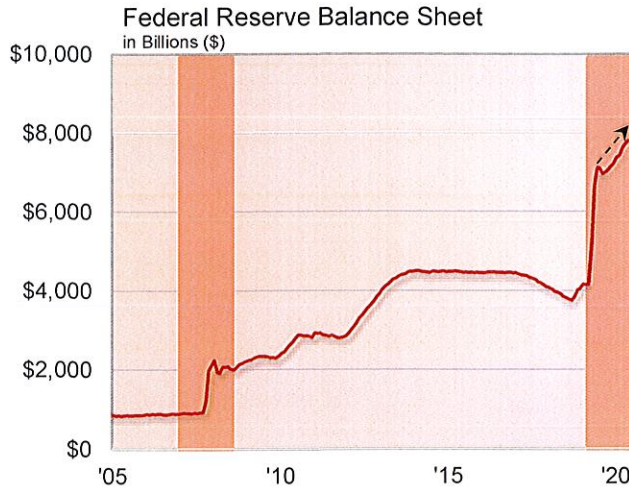
Account Name : Co of Ottawa Retiree Hlth Ins Sec 115 Tr

Account No : 62380025

Account Transactions

Date	Type	Description	Amount
04/30/2021	Buy	United States Treas Nts 1.2500% 04/30/28 100000 PV 100000 PV @ 99.570312	-99,570.31
		Net Cash Management	44,376.38
		<i>Ending Balance :</i>	<i>\$ 0.00</i>

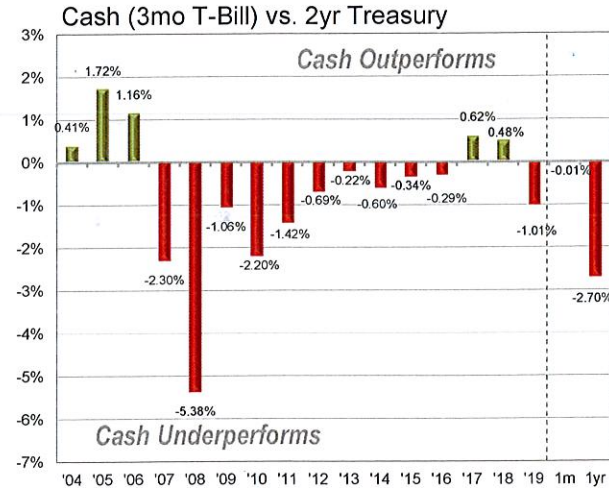
Federal Reserve Stance



Source: The Federal Reserve, Robinson

The Federal Reserve unsurprisingly announced it would maintain the current policy at the April FOMC Meeting. However, expectations and calls for a change in policy are likely to accelerate in the coming months as strong job, economic and inflation numbers are expected to continue.

Performance

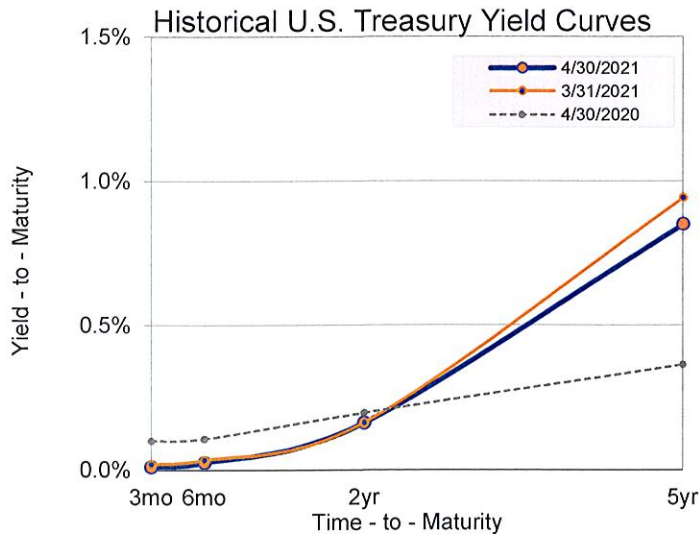


Source: Barclays Capital, Bloomberg, Robinson

There has been little return in short-term investments since rates were cut one year ago.

	Returns	
	April	1yr
3mT-Bill	0.00%	0.12%
2y Tsy	0.01%	0.14%

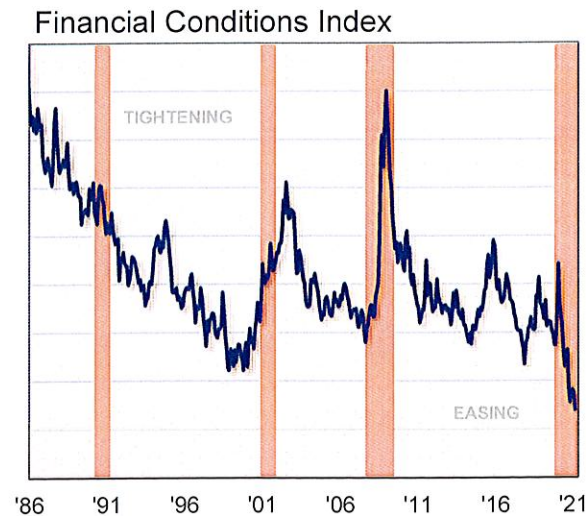
Yield Curve



Source: Bloomberg, Robinson

After a couple of months of rising rates, rates held mostly steady in April.

Graph of the Month



Source: Goldman Sachs, Robinson

The Financial Conditions Index created by Goldman Sachs measures the financial conditions of the economy by accounting for interest rates, equities, spreads, and value of dollar. The Index sits at its lowest ("easiest") reading on record. This reading is another example of the current abnormal conditions of an economy emerging from a recession.

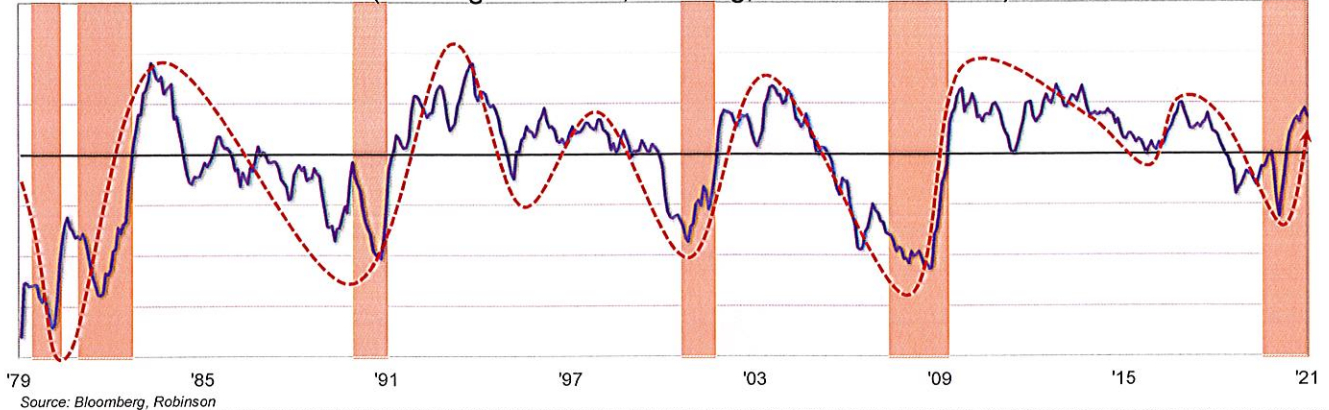
Economic Comments

- Market Review:** In April, the Robinson Leading Economic Index moved to 3-year highs as the economy and markets saw broad based support. Housing accelerated, consumer confidence popped on the heels of stimulus checks, and optimism and movement within the economy has increased because of significant progress with vaccine distribution and state re-openings. While high level economic numbers have been impressive there are some underlying pieces of data that paint a muddier picture of the economy, such as weekly initial jobless claims staying above 500K (nearly double the historic average) a year after the pandemic began and increasing inflation problems in the corporate setting potentially poised to impact consumer prices.
- Inflation:** The Employment Cost Index (ECI) measures changes in employee compensation costs including wages and salaries, but also indirect costs like medical benefits and training costs. We believe this index provides particularly valuable insight to wage inflation because the index follows the same job positions over time which minimizes the potential compositional skew of jobs that other indices experience. The ECI QoQ growth (bottom left) reached an all-time high as labor shortages in certain areas of the economy manifest. The question becomes how long will this trend last as labor incentives begin to normalize across the country.
- Employment:** In line with the ECI surging, the % of firms reporting 'Job Openings Hard to Fill' has also checked in at all-time highs (bottom right). Despite the mentioned slack in the labor market with elevated unemployment claims, labor shortages are appearing in specific sectors of the economy and are heavily skewed toward low wage positions. This is another example of how this recession has been different than those of the past. As direct payments from Uncle Sam are reeled in and workplaces become safer, we expect this problem to fade.

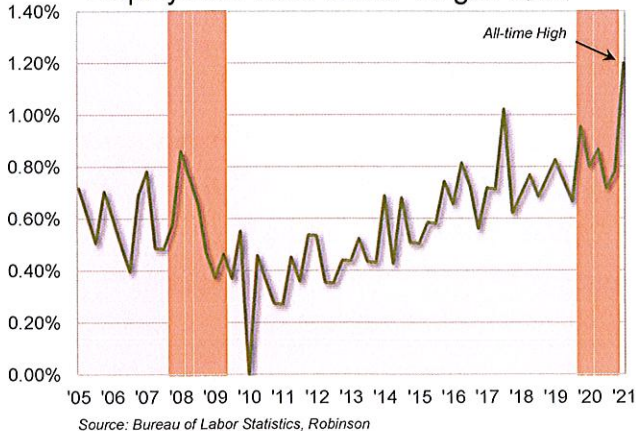
Robinson Leading Economic Index



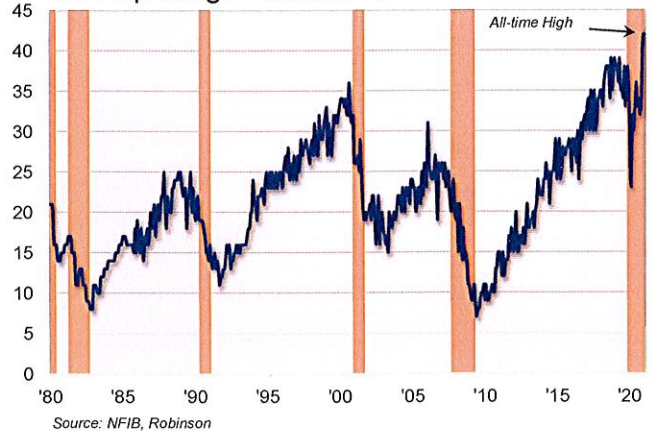
Robinson Combined Index (Leading Economic, Housing, Recession Models)



Employment Cost Index: Wages QoQ



Job Openings Hard to Fill



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