



Roger A. Bergman
Chairperson

Matthew R. Fenske
Vice-Chairperson

Ottawa County

Board of Commissioners

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, June 8, 2021 at 1:30 PM** for the regular June meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan and via Zoom.

The Agenda is as follows:

1. Call to Order by the Chairperson
2. Invocation – Commissioner Dannenberg
3. Pledge of Allegiance to the Flag
4. Roll Call
5. Presentation of Petitions and Communications
 - A. GCSI Update, Bob DeVries
6. Public Comments
7. Approval of Agenda
8. Actions and Reports

A. Consent Resolutions:

From the County Clerk/Register

- I. Board of Commissioners Meeting Minutes
Suggested Motion:
To approve the Minutes of the [May 25, 2021 Board of Commissioners meeting](#).

Francisco C. Garcia Joseph S. Baumann Douglas R. Zylstra Allen Dannenberg Randall J. Meppelink
Kyle J. Terpstra James H. Holtvluwer Philip D. Kuyers Gregory J. DeJong

From Administration

2. [Accounts Payable for May 17 - 28, 2021](#)

Suggested Motion:

To approve the general claims in the amount of \$3,922,125.44 as presented by the summary report for May 17 - 28, 2021.

3. [Post-Execution Ratification of Contracts under Section IV\(D\)\(2\) of the Ottawa County Contracting Authorization and Form Policy](#)

Suggested Motion:

To ratify all contracts currently pending on the post-execution ratification list as authorized under Section IV(D)(2) of the Ottawa County Contracting Authorization and Form Policy that was adopted on April 14, 2020.

4. [West Michigan Enforcement Team 2020 Annual Report](#)

Suggested Motion:

To receive for information the West Michigan Enforcement Team 2020 Annual Report.

5. [Ottawa County Department of Public Health 2020 Annual Report](#)

Suggested Motion:

To receive for information the Ottawa County Department of Public Health 2020 Annual Report.

B. Public Hearings:

1. Property Assessed Clean Energy (PACE) Program Establishment

Suggested Motions:

- a. To open the Public Hearing to receive comments on the Property Assessed Clean Energy (PACE) program.
- b. To close the Public Hearing on the Property Assessed Clean Energy (PACE) program.

2. Proposed 2021 Millage Rates for County Operations, E-911, Parks, Community Mental Health, and the Road Commission

Suggested Motion:

- a. To open the Public Hearing on the Proposed 2021 millage rates for County Operations of 3.9000 mills, E-911 of 0.4243 mills, Parks of 0.3199 mills, Community Mental Health of 0.2892 and the Road Commission of 0.4822 mills.
- b. To close the Public Hearing on the Proposed 2021 millage rates for County Operations of 3.9000 mills, E-911 of 0.4243 mills, Parks of 0.3199 mills, Community Mental Health of 0.2892 and the Road Commission of 0.4822 mills.

C. Action Items:

From Administration

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

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution to Establish a Property Assessed Clean Energy Program in Ottawa County.

2. [Resolution to Approve the 2021 Millage Rates for County Operations, E-911, Parks, Community Mental Health and the Road Commission](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution and related documents approving the 2021 millage rates for County Operations of 3.9000 mills, E-911 of 0.4243 mills, Parks of 0.3199 mills, Community Mental Health of 0.2892 and the Road Commission of 0.4822 mills.

3. [COVID-19 American Rescue Plan Act Advisory Committee](#)

Suggested Motion:

To approve the creation of the COVID-19 American Rescue Plan Act Advisory Committee.

D. Appointments: None

E. Discussion Items:

1. [West Michigan Enforcement Team 2020 Annual Report](#)

Presented by Andy Foster, Section Commander, MSP

2. [Ottawa County Department of Public Health 2020 Annual Report](#)

Presented by Lisa Stefanovsky, Public Health Officer

9. Report of the County Administrator

A. National Association of Counties Leadership Recognition

1. Cheryl Clark, Chief Deputy County Treasurer

2. Justin Roebuck, County Clerk/Register of Deeds

10. General Information, Comments, and Meetings Attended

11. Public Comments

12. Adjournment

**PROPOSED
PROCEEDINGS OF THE OTTAWA COUNTY
BOARD OF COMMISSIONERS
MAY SESSION – SECOND DAY**

The Ottawa County Board of Commissioners meet on Tuesday, May 25, 2021 at 1:30 p.m. and was called to order by the Chair.

Commissioner Zylstra pronounced the invocation.

The Deputy Clerk led in the Pledge of Allegiance to the Flag of the United States of America.

Present at roll call: Francisco Garcia, Joseph Baumann, Douglas Zylstra, Allen Dannenberg, Randall Meppelink, Kyle Terpstra, James Holtvluwer, Gregory DeJong, Roger Bergman, Matthew Fenske. (10)

Absent: Philip Kuyers. (1)

Presentation of Petitions and Communications

- A. Outstanding Customer Service Award Recipients
1. Marie Snyder, Water Resources – Chairman Bergman presented the Internal First Quarter Outstanding Customer Service Award to Marie Snyder.
 2. Rachel Ysasi, Public Health – Chairman Bergman presented the External First Quarter Outstanding Customer Service Award to Rachel Ysasi.

Philip Kuyers arrived at 1:44 p.m. by zoom.

- B. Public Health Update – A COVID-19 update was presented Derel Glashower, Senior Epidemiologist, and Marcia Mansaray, Deputy Health Administrator.

Public Comments

Public comments were made by the following:

1. Laura Trotter, 302 N. Division St., Spring Lake
2. Jonice Walters, 8835 Cavalier Ct., Jenison
3. Laurie Burks, 1042 Brentwood St., Jenison
4. Stacy Perkins, 7504 Augusta Ln., Hudsonville
5. Angela Loretta, 10950 Jordan Ct., Allendale
6. Tonya Harris, 11420 Prairie, Allendale
7. Amber Ciesielski, 6524 Elwood Ct., Allendale
8. Sylvia Rhodea, 12482 – 60th Ave., Allendale

9. Kathleen Kasnowicz, 11485 Cleveland St., Nunica
10. Krista Yetzke, 9509 Bass Dr., Allendale
11. Angie Yetzke, 8367 Stonington, Jenson
12. Ronnie Allen, 11024 Timberline, Allendale
13. Harvey Nichol, 7513 – 23rd Ave., Jenison
14. Chris Butkus, 3905 4 Mile Rd., Walker
15. Emily Underhill, 11680 Brookridge Dr., Allendale
16. Melissa Homewood, 7463 Westwood Dr., Jenison
17. Liz Ramey, 6567 Elwood Ct., Allendale
18. Teri Wynn, 7610 Hidden Lake, Hudsonville
19. Sergei Petrenko, 8888 Cavalier Ct., Jenison
20. Allysia Weinberg, 1165 Brookridge Dr., Allendale
21. Maija Hahn, 2091 Cory Dr., Hudsonville
22. Sandy Betten, 2805 Judson Rd., Spring Lake
23. Dana O’Dell, 3570 Jamesfield Dr., Hudsonville
24. Ryan Kelley, 11275 Wild Duck Ln., Allendale
25. Ross Ziegenthaler, 15620 Willows Dr., Spring Lake
26. Lanae Monera, 6722 Pierce St., Allendale
27. Tracy Reed, 14276 Virginia Ln., Grand Haven
28. Lauren Nykamp, 4215 – 48th Ave., Hudsonville
29. DeAnna Huizenga, 6069 Bay Ct., Hudsonville
30. Kristen Meghan Kelly, 4522 Equestrian Dr., Hudsonville

B/C 21-106 Matthew Fenske moved to approve the agenda of today as presented and amended postponing Action Item #1 – COVID-19 American Rescue Plan Act Advisory Committee until the next Board Meeting and adding Action Item #1 – Termination of “Local State of Emergency”. The motion passed.

B/C 21-107 Matthew Fenske moved to approve the following Consent Resolutions:

1. To approve the Minutes of the May 11, 2021 Board of Commissioners meeting and the May 13, 2021 Board of Commissioners Work Session.
2. To approve the general claims in the amount of \$6,475,623.43 as presented by the summary report for May 3–14, 2021.

The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Francisco Garcia, Allen Dannenberg, Gregory DeJong, Douglas Zylstra, Kyle Terpstra, Randall Meppelink, Joseph Baumann, Matthew Fenske, Roger Bergman. (11)

B/C 21-108 Matthew Fenske moved to open the Public Hearing at 3:30 p.m. to receive comments on the Ottawa County Sewage Disposal Bonds. The motion passed.

- B/C 21-109 Matthew Fenske moved to close the Public Hearing at 3:34 p.m. on the Ottawa County Sewage Disposal Bonds. The motion passed.
- B/C 21-110 Allen Dannenberg moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the Resolution to terminate the Local State of Emergency within Ottawa County due to the COVID-19 pandemic. The motion passed as shown by the following votes: Yeas: Francisco Garcia, Matthew Fenske, Allen Dannenberg, Kyle Terpstra, Randall Meppelink, James Holtvluwer, Joseph Baumann, Philip Kuyers, Gregory DeJong. (9)
- Nays: Douglas Zylstra, Roger Bergman. (2)
- B/C 21-111 Gregory DeJong moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the Reynolds easement as required for construction of the Grand River Greenway Idema Explorers Trail at a cost of \$0.00 (donation). The motion passed as shown by the following votes: Yeas: Allen Dannenberg, Joseph Baumann, Matthew Fenske, Randall Meppelink, Kyle Terpstra, Francisco Garcia, Gregory DeJong, James Holtvluwer, Douglas Zylstra, Philip Kuyers, Roger Bergman. (11)
- B/C 21-112 Gregory DeJong moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the Novakoski easement as required for construction of the Grand River Greenway Idema Explorers Trail at a cost of \$0.00 (donation). The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Randall Meppelink, Kyle Terpstra, Francisco Garcia, Douglas Zylstra, Matthew Fenske, Allen Dannenberg, Gregory DeJong, Joseph Baumann, Roger Bergman. (11)
- B/C 21-113 Gregory DeJong moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the Deering easement as required for construction of the Grand River Greenway Idema Explorers Trail at a cost of \$2,000.00. The motion passed as shown by the following votes: Yeas: Matthew Fenske, Douglas Zylstra, Philip Kuyers, Francisco Garcia, James Holtvluwer, Joseph Baumann, Gregory DeJong, Randall Meppelink, Allen Dannenberg, Kyle Terpstra, Roger Bergman. (11)
- B/C 21-114 Gregory DeJong moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the Pelton easement as required for construction of the Grand River Greenway Idema Explorers Trail at a cost of \$1,776.00. The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Matthew Fenske, Joseph Baumann, Philip Kuyers, Francisco Garcia, Randall Meppelink, Allen Dannenberg, Gregory DeJong, James Holtvluwer, Kyle Terpstra, Roger Bergman. (11)
- B/C 21-115 Gregory DeJong moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the Willson easement as required for construction of the Grand River

Greenway Idema Explorers Trail at a cost of \$2,246.00. The motion passed as shown by the following votes: Yeas: Joseph Baumann, Francisco Garcia, Randall Meppelink, James Holtvluwer, Gregory DeJong, Douglas Zylstra, Kyle Terpstra, Philip Kuyers, Allen Dannenberg, Matthew Fenske, Roger Bergman. (11)

B/C 21-116 Gregory DeJong moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the Root easement as required for construction of the Grand River Greenway Idema Explorers Trail at a cost of \$1,428.00. The motion passed as shown by the following votes: Yeas: Kyle Terpstra, James Holtvluwer, Douglas Zylstra, Philip Kuyers, Gregory DeJong, Randall Meppelink, Joseph Baumann, Matthew Fenske, Allen Dannenberg, Francisco Garcia, Roger Bergman. (11)

B/C 21-117 Gregory DeJong moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the Knoper easements as required for construction of the Grand River Greenway Idema Explorers Trail at a cost of \$2,844.00. The motion passed as shown by the following votes: Yeas: Francisco Garcia, Joseph Baumann, Douglas Zylstra, Allen Dannenberg, Randall Meppelink, Kyle Terpstra, James Holtvluwer, Gregory DeJong, Philip Kuyers, Matthew Fenske, Roger Bergman. (11)

B/C 21-118 Gregory DeJong moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the Ryan Glueck easement as required for construction of the Grand River Greenway Idema Explorers Trail at a cost of \$15,000.00. The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Francisco Garcia, Allen Dannenberg, Gregory DeJong, Douglas Zylstra, Kyle Terpstra, Randall Meppelink, Joseph Baumann, Matthew Fenske, Roger Bergman. (11)

B/C 21-119 Gregory DeJong moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the Robert and Carol Glueck easements as required for construction of the Grand River Greenway Idema Explorers Trail at a cost of \$25,000.00. The motion passed as shown by the following votes: Yeas: Francisco Garcia, Matthew Fenske, Douglas Zylstra, Allen Dannenberg, Kyle Terpstra, Randall Meppelink, James Holtvluwer, Joseph Baumann, Philip Kuyers, Gregory DeJong, Roger Bergman. (11)

B/C 21-120 Gregory DeJong moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the Hoving easement as required for construction of the Grand River Greenway Idema Explorers Trail at a cost of \$15,000.00. The motion passed as shown by the following votes: Yeas: Allen Dannenberg, Joseph Baumann, Matthew Fenske, Randall Meppelink, Kyle Terpstra, Francisco Garcia, Gregory DeJong, James Holtvluwer, Douglas Zylstra, Philip Kuyers, Roger Bergman. (11)

B/C 21-121 Gregory DeJong moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the real estate agreement with H. Walcott Family Farms, LLC for the

purchase of 48 acres in Allendale Township at a price of \$280,000.00 as part of the Grand River Greenway. The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Randall Meppelink, Kyle Terpstra, Francisco Garcia, Douglas Zylstra, Matthew Fenske, Allen Dannenberg, Gregory DeJong, Joseph Baumann, Roger Bergman. (11)

B/C 21-122 Gregory DeJong moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the Lease Agreement with the City of Holland to provide for the Park Commission's management of property adjacent to Tunnel Park for a 20-year period at a cost of \$500.00. The motion passed as shown by the following votes: Yeas: Matthew Fenske, Douglas Zylstra, Philip Kuyers, Francisco Garcia, James Holtvluwer, Joseph Baumann, Gregory DeJong, Randall Meppelink, Allen Dannenberg, Kyle Terpstra, Roger Bergman. (11)

B/C 21-123 Joseph Baumann moved to approve the FY2021 budget adjustments per the attached schedule. The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Matthew Fenske, Joseph Baumann, Philip Kuyers, Francisco Garcia, Randall Meppelink, Allen Dannenberg, Gregory DeJong, James Holtvluwer, Kyle Terpstra, Roger Bergman. (11)

B/C 21-124 Joseph Baumann moved to approve the recommendation to transfer \$2,726,083 of the 2020 General Fund unassigned fund balance to the Capital Project Fund. The motion passed as shown by the following votes: Yeas: Joseph Baumann, Francisco Garcia, Randall Meppelink, James Holtvluwer, Gregory DeJong, Douglas Zylstra, Kyle Terpstra, Philip Kuyers, Allen Dannenberg, Matthew Fenske, Roger Bergman. (11)

B/C 21-125 Joseph Baumann moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the FY2022 Michigan Department of Corrections Plan and Application. The motion passed as shown by the following votes: Yeas: Kyle Terpstra, James Holtvluwer, Douglas Zylstra, Philip Kuyers, Gregory DeJong, Randall Meppelink, Joseph Baumann, Matthew Fenske, Allen Dannenberg, Francisco Garcia, Roger Bergman. (11)

Philip Kuyers left at 4:09 p.m.

B/C 21-126 Joseph Baumann moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the Resolution of Intent to Establish a Property Assessed Clean Energy Program and set a Public Hearing for June 8, 2021. The motion passed as shown by the following votes: Yeas: Francisco Garcia, Joseph Baumann, Douglas Zylstra, Allen Dannenberg, Randall Meppelink, Kyle Terpstra, James Holtvluwer, Gregory DeJong, Matthew Fenske, Roger Bergman. (10)

B/C 21-127 Joseph Baumann moved to approve the request from CMH to make the following position additions at 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.

The motion passed as shown by the following votes: Yeas: James Holtvluwer, Francisco Garcia, Allen Dannenberg, Gregory DeJong, Douglas Zylstra, Kyle Terpstra, Randall Meppelink, Joseph Baumann, Matthew Fenske, Roger Bergman. (10)

B/C 21-128 Joseph Baumann moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the Resolution of Intent to increase the 2021 millage Rate for County Operations and the E-911, Parks, Road Commission and CMH special millage rates and to set a Public Hearing for June 8, 2021. The motion passed as shown by the following votes: Yeas: Francisco Garcia, Matthew Fenske, Douglas Zylstra, Allen Dannenberg, Kyle Terpstra, Randall Meppelink, James Holtvluwer, Joseph Baumann, Gregory DeJong, Roger Bergman. (10)

B/C 21-129 Joseph Baumann moved to approve and authorize the Board Chairperson and Clerk/ Register to sign the Resolution to approve the Crockery Township Wastewater Treatment System 2021 Improvements bonds for a project cost of \$3.055 million. The motion passed as shown by the following votes: Yeas: Allen Dannenberg, Joseph Baumann, Matthew Fenske, Randall Meppelink, Kyle Terpstra, Francisco Garcia, Gregory DeJong, James Holtvluwer, Douglas Zylstra, Roger Bergman. (10)

B/C 21-130 Joseph Baumann moved to approve the low bid from Knight Watch for the replacement of the County's card-access system at a total cost of \$625,000.00 The motion passed as shown by the following votes: Yeas: James Holtvluwer, Randall Meppelink, Kyle Terpstra, Francisco Garcia, Douglas Zylstra, Matthew Fenske, Allen Dannenberg, Gregory DeJong, Joseph Baumann, Roger Bergman. (10)

Discussion Items

1. Veteran's Affairs 2020 Annual Report – The Veteran's Affairs 2020 Annual Report was presented by Loren Snippe.

Allen Dannenberg left at 4:28 p.m.

2. Parks Commission Update – Jason Shamblin, Parks & Recreation Director, presented a Parks Commission update.

The Administrator’s report was presented.

Public Comments

Public comments were made by the following:

1. Harvey Nichol, 7513 – 23rd Ave., Jenison
2. Dana O’Dell, 3570 Jamesfield Dr., Hudsonville

B/C 21-131 Joseph Baumann moved to adjourn at 5:00 p.m. subject to the call of the Chair. The motion passed.

JUSTIN F. ROEBUCK, Clerk/Register
Of the Board of Commissioners

ROGER A. BERGMAN, Chairman
Of the Board of Commissioners

Action Request



Committee:	Board of Commissioners
Meeting Date:	06/08/2021
Requesting Department:	Fiscal Services
Submitted By:	Karen Karasinski
Agenda Item:	Accounts Payable for May 17 - 28, 2021

Suggested Motion:

To approve the general claims in the amount of \$3,922,125.44 as presented by the summary report for May 17 - 28, 2021.

Summary of Request:

Approve vendor payments in accordance with the Ottawa County Purchasing Policy.

Financial Information:

Total Cost: \$3,922,125.44	General Fund Cost: \$3,922,125.44	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.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

Total CHECKS | EFTs | WIRES



Dates: May 17, 2021
to May 28, 2021

I hereby certify that to the best of my knowledge the List of Audit Claims, a summary of which is attached, constitutes all claims received and audited for payment. The amount of claims to be approved totals:

\$3,922,125.44

1,084 INVOICES

3,922,125.44



Karen Karasinski

Fiscal Services Director

6/3/21
Date

We hereby certify that the Board of Commissioners has approved the claims on Tuesday, June 8, 2021

Roger Bergman, Chairperson
Board of Commissioners

Justin Roebuck
Clerk/Register of Deeds

Action Request



Committee:	Board of Commissioners
Meeting Date:	06/08/2021
Requesting Department:	Corporation Counsel
Submitted By:	Doug Van Essen
Agenda Item:	Post-Execution Ratification of Contracts under Section IV(D)(2) of the Ottawa County Contracting Authorization and Form Policy

Suggested Motion:

To ratify all contracts currently pending on the post-execution ratification list as authorized under Section IV(D)(2) of the Ottawa County Contracting Authorization and Form Policy that was adopted on April 14, 2020.

Summary of Request:

Ottawa County has adopted a Contracting Authorization and Form Policy to handle the thousands of contracts that require the approval of the Ottawa County Board of Commissioners each year. Section IV (D)(2) of this Policy enables contracts of the courts and community mental health, contracts under \$70,000 in total, emergency contracts, grants renewals and other contracts that require prompt execution under exceptional circumstances to be signed by the Board Chairperson and County Clerk and then to be ratified after execution by the Board of Commissioners at its next meeting. The attached list is a collection of these contracts and is being approved in total pursuant to the consent rules of the Board.

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.

Administration: Recommended Not Recommended Without Recommendation
County Administrator: *Alan S. Vansuberg*

Committee/Governing/Advisory Board Approval Date:

Board Ratification Contracts

Report Start Date: 5/1/2021

Report End Date: 5/31/2021

Total Amount of Contracts: \$206,999.35

CONTRACT	REQUESTED DATE	APPROVED DATE	REQUESTING AGENCY	VENDOR/3RD PARTY	CONTRACT AMOUNT	OBJECT CODE	PURPOSE
1195	04/13/2021	05/04/2021	COMMUNITY ACTION AGENCY	MSHDA - SALVATION ARMY	\$10,000.00	808000	Emergency Solutions Grant-CV Funding with The Salvation Army contract ESG-CV 2020-2022 TSA Holland
1197	04/13/2021	05/04/2021	INNOVATION & TECHNOLOGY	SPECTRUM ENTERPRISE	\$3,344.35		Provides installation costs and month-to-month Internet and phone services to select Ottawa County Parks locations for the 5 remaining months of the current fiscal year at the request of Kyle Roffey.
1201	04/20/2021	05/04/2021	JUVENILE COURT	BETHANY CHRISTIAN SERVICES OF MICHIGAN	\$43,000.00	821041	Juvenile Community Justice Program - Treatment Level II rate specification, Detention Rate \$50.00 per diem, that was not in original contract.
1202	04/20/2021	05/04/2021	JUVENILE COURT	JOHN R. SCHEUERLE	\$50,400.00	807000	Public Defender Contract for representation of Juvenile in Delinquency Cases
1203	04/22/2021	05/04/2021	PUBLIC HEALTH	BJ TRANSPORT	\$46,005.00	859000	Services to transport deceased individuals and human remains.

1211	05/04/2021	05/11/2021	COMMUNITY ACTION AGENCY	MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$10,000.00	502000	Agreement E20214752-00 with Michigan DHHS for CARES Discretionary funding.
1212	05/04/2021	05/11/2021	ADMINISTRATOR	MUNETRIX	\$44,250.00	808000	Munetrix is a data management, workflow, and planning software to standardize and maintain data across the organization. The demographic and financial data for Counties is available for peer comparisons and transparency reporting. The annual subscription is \$17,353 less a 10% loyalty discount and multi-year discount for a not to exceed total of \$14,750 per year for three years.

Action Request



Committee:	Board of Commissioners
Meeting Date:	06/08/2021
Requesting Department:	West Michigan Enforcement Team
Submitted By:	Regina MacMillan
Agenda Item:	West Michigan Enforcement Team 2020 Annual Report

Suggested Motion:

To receive for information the West Michigan Enforcement Team 2020 Annual Report.

Summary of Request:

In accordance with the 2021 Rules of the Ottawa County Board of Commissioners:

Section 4.7 - Annual Reports From Departments of County Government - It is the policy of the Board of Commissioners to receive annual, written and oral Reports from all Departments of County government. Written reports shall be in a form approved by the County Administrator and shall, in the ordinary course, be submitted directly to the Board of Commissioners through the County Administrator's Office.

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 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

Objective: Goal 3, Objective 1: Regularly review and update communication strategies that guide the work of the County in this goal area.

Goal 3, Objective 4: Evaluate communication with other key stakeholders.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *Alan S. Vandenberg*

Committee/Governing/Advisory Board Approval Date:

WEMET

West Michigan Enforcement Team



WEMET ANNUAL REPORT

2020



WEMET

West Michigan Enforcement Team



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WEMET



West Michigan Enforcement Team

WEMET is a multijurisdictional drug enforcement task force, which consists of three teams and an administrative unit responsible for investigations in Muskegon and Ottawa Counties. Participating agencies include Michigan State Police, Ottawa County Sheriff's Department, Muskegon County Sheriff's Department, Holland Department of Public Safety, Muskegon Police Department, Norton Shores Police Department, and Muskegon Heights Police Department.

AREA OF RESPONSIBILITY



WEMET



West Michigan Enforcement Team

CURRENT OPERATIONS BOARD OF DIRECTORS

CHAIRPERSON

Steve Kempker
Ottawa County Sheriff

VICE CHAIRPERSON

Jeff Lewis
Muskegon Police Chief

Mike Poulin
Muskegon County Sheriff

Matt Messer
Holland DPS Chief

Cameron Henke
Michigan State Police Inspector

Maurice Sain
Muskegon Heights Chief

Jon Gale
Norton Shores Police Chief

D.J. Hilson
Muskegon County Prosecutor

Lee Fisher
Ottawa County Prosecutor

Board of Directors includes the administrative head or one appointed representative of each participating agency. “Participating Agencies” refer to law enforcement agencies providing personnel or paying the annual membership fee.

WEMET



West Michigan Enforcement Team

CURRENT POLICY BOARD OF DIRECTORS

CHAIRPERSON

Al Vanderberg
Ottawa County Administrator

VICE CHAIRPERSON

Mark Myers
Norton Shores City Manager

SECRETARY

Mark Eisenbarth
Muskegon County Administrator

TREASURER

Karen Karasinski
Ottawa County Fiscal Services Director

Frank Peterson
Muskegon City Manager

Patrick McGinnis
Grand Haven City Manager

Al Dannenberg
Ottawa County Commissioner

Malinda Pego
Muskegon County Commissioner

Steve Bulhuis
Holland Township Manager

Keith Van Beek
Holland City Manager

Steve Kempker
Ottawa Co. Sheriff

Dale Hinz
Michigan State Police Captain

Policy Board Members are appointed by the Muskegon and Ottawa County Commissioners.

WEMET



West Michigan Enforcement Team

PARTICIPATING AGENCIES / MANPOWER COMMITMENTS

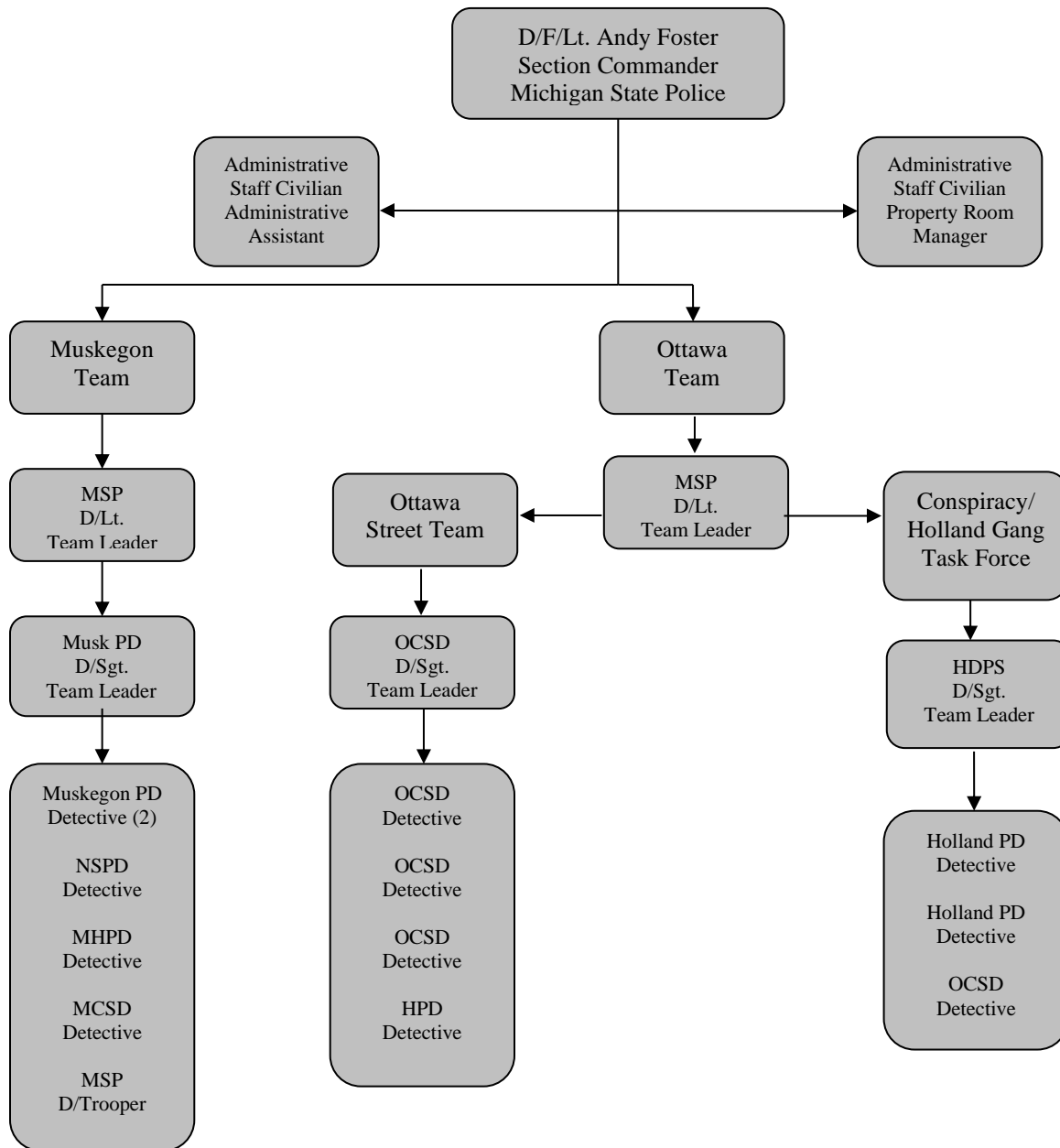
<u>AGENCY</u>	<u>OFFICERS ASSIGNED</u>
Michigan State Police	4
Holland Department of Public Safety	4
Muskegon Police Department.....	3
Ottawa County Sheriff Department	6
Muskegon County Sheriff Department.....	1
Norton Shores Police Department	1
Muskegon Heights Police Department.....	1
Total officers assigned to WEMET	20
Drug Enforcement Administration (DEA).....	1
Homeland Security Investigations Agent	1
Bureau of Alcohol, Tobacco, Firearms (ATF).....	2
Federal officers working with WEMET	4
National Guard Narcotics Analyst.....	2
Total Analyst assigned to WEMET.....	2

WEMET

West Michigan Enforcement Team



CURRENT CHAIN OF COMMAND AND STRUCTURE



WEMET



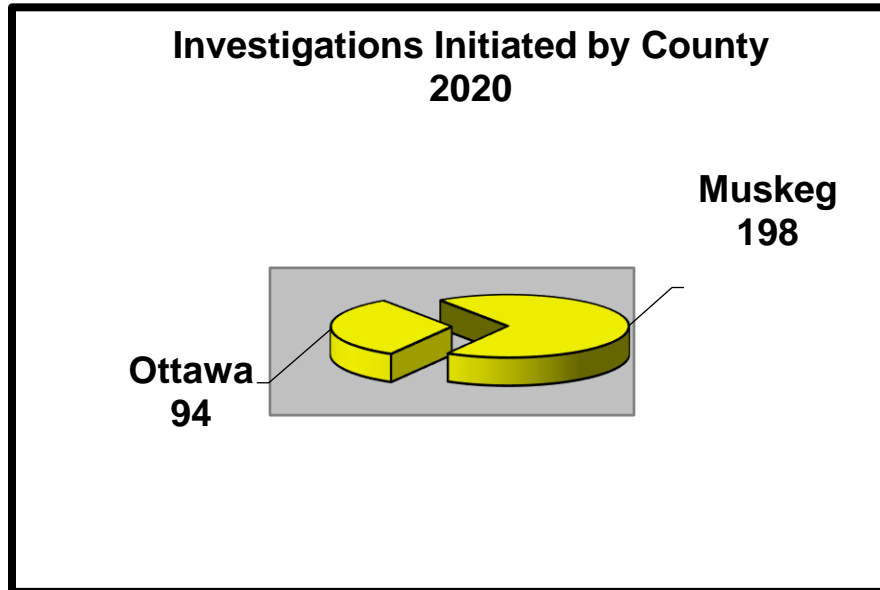
West Michigan Enforcement Team

ADMINISTRATIVE STAFF AND COMMAND

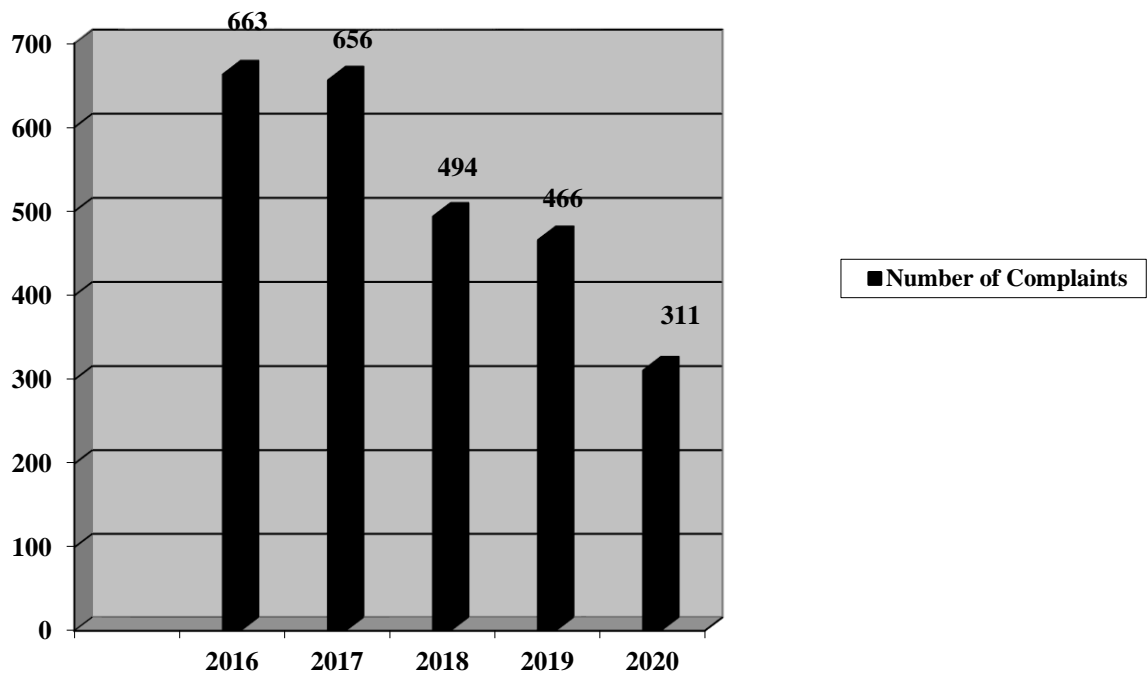
D/F/Lt. Andy Foster, Section Commander	Michigan State Police
D/Lt. Andrew Ambrose, Team Leader	Michigan State Police
D/Lt. – Vacant - Team Leader	Michigan State Police
D/Sgt. Tim Titus, Team Leader	Muskegon Police Department
D/Sgt. Brandon Tubergan, Team Leader	Ottawa County Sheriff's Department
D/Sgt. John DeYoung, Team Leader	Holland Department of Public Safety
Sgt. Jessica Shaft, Counterdrug Analyst	Michigan Army N.G.
SPC Candace Hollis, Counterdrug Analyst	Michigan Army N.G.
Mike Harris, Property Room Manager	
Bobbi Scharphorn, Administrative Assistant	



INVESTIGATIONS INITIATED BY COUNTY



5 YEAR COMPLAINT COMPARISON



WEMET

West Michigan Enforcement Team



Ottawa County Cases by Venue

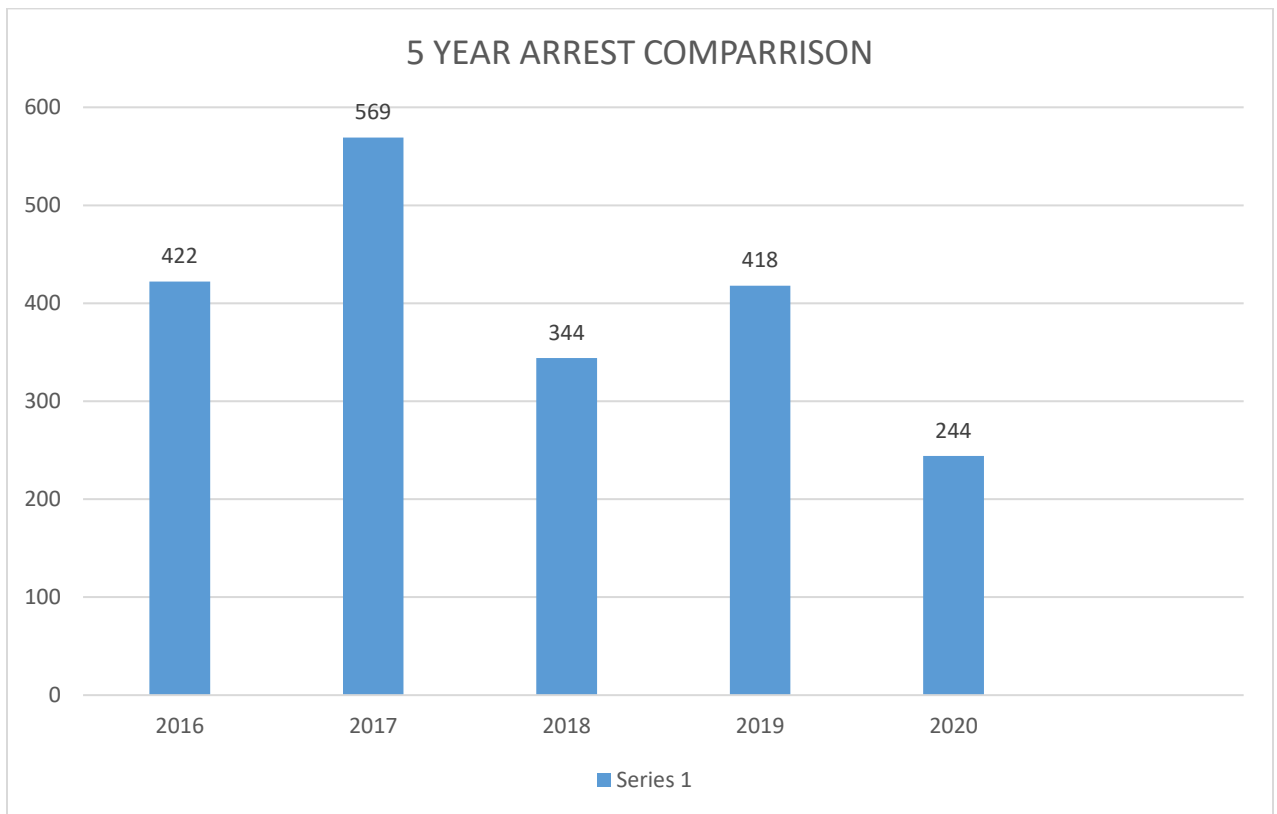
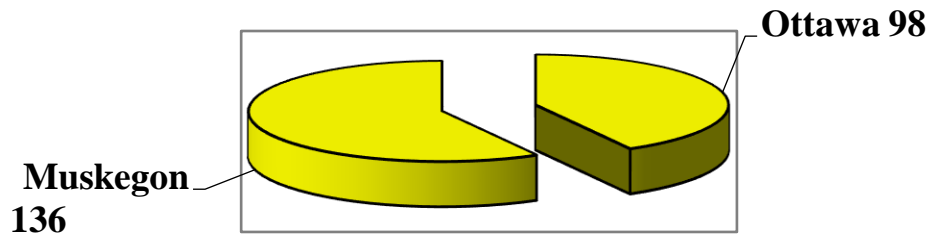
Allendale	8
Blendon	1
Chester	0
Coopersville	1
Crockery	0
Ferrysburg	0
Fruitport	0
Georgetown	7
Grand Haven	1
Grand Haven Twp	1
Holland	39
Holland Twp	23
Hudsonville	1
Jamestown	0
Olive	5
Park	2
Polkton	0
Port Sheldon	0
Robinson	0
Spring lake	2
Spring lake Twp	1
Tallmadge	0
Wright	1
Zeeland	1
Zeeland Twp	0
Out county	0

WEMET

West Michigan Enforcement Team



ARRESTS BY COUNTY



WEMET



West Michigan Enforcement Team

PURCHASES AND SEIZURES – 2020

MARIJUANA.....	919.5 GRAMS
MARIJUANA PLANTS.....	41 PLANTS
THC VAPE CARTRIDGES.....	108 UNITS
COCAINE.....	1,960.43 GRAMS
CRACK COCAINE.....	358.51 GRAMS
LSD.....	103 UNITS
METHAMPHETAMINE.....	2164.75 GRAMS
ECSTASY/MDMA.....	580.5 UNITS/9.15 GRAMS
HEROIN	371.02 GRAMS
PRESCRIPTION PILLS.....	2,263 UNITS
FENTANYL	148.18 GRAMS
HEROIN + FENTANYL.....	3.73 GRAMS

PRESCRIPTION PILLS include Hydrocodone, Oxycodone, Methadone, Amphetamine, Morphine, Tramadol, Xanax, Ritalin, Ephedrine, Alprazolam, Clonazepam, Adderall, Codeine, and Percocet.

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West Michigan Enforcement Team



5 YEAR HISTORICAL COMPARISON

<u>YEAR</u>	<u>ARRESTS</u>	<u>INVESTIGATIONS</u>	<u>NARCOTICS EXPENSES</u>	<u>NARCOTICS SEIZURES</u>	<u>TOTAL EXPENSES</u>
2016	422	663	\$26,073	\$2,471,079	\$287,092
2017	569	656	\$34,066	\$10,110,672	\$285,484
2018	344	494	\$34,530	\$8,412,623	\$289,915
2019	418	466	\$31,021		\$293,608
2020**	244	311	\$8,425		\$300,347

2020 EXPENDITURES**

WEMET spent \$8,425 purchasing evidence to further criminal investigations.

Supervised payments of \$1,100 were paid directly to informants who were controlled by investigators. This money is for the investigative services of cooperating individuals and for information received in reference to criminal activity.

Additional operational expenses incurred by WEMET totaled \$300,347. This includes office rental, vehicles, telephone, office supplies, equipment, and other operating expenses.

ANNUAL GOVERNMENTAL NARCOTIC FORFEITURE REPORT

Number of forfeitures initiated51

STATE FORFEITURES ADJUDICATED **\$109,630.00**

OTHER ACTIVITY

Search Warrants Executed44

Firearms Seized.....(11 rifles/Long Guns, 20 Hand Guns).....31

Methamphetamine Labs / Dump Sites.....2

**Covid 19 Pandemic

WEMET



West Michigan Enforcement Team

2020 Significant Activity

WMT-48-20

On 1-27-20 WEMET detectives assisted road patrol with a narcotics complaint in Ferrysburg. 31.7 gms of Ketamine and MDMA were seized from the residence.

WMT-59-20

On 2/15/20, WEMET detectives were contacted by HSI agents reference a letter being sent to Holland from Canada. The letter contained 2.02 grams of Fentanyl. The letter was bound for a PO Box in the Holland Post Office. Information was obtained about the owner of the PO Box and detectives were able to conduct a knock and talk with the owner and interview him. The owner denied any type of knowledge about the drugs and advised that a second subject had access to the PO Box. Surveillance was conducted on the second subject and he was located and interviewed. The second subject was extremely confrontational with detectives and also denied any knowledge of the drugs. Information has been shared with the US Postal Inspector and HSI agents. The Postal Inspector was able to confirm that the second subject has received over 84 packages to his residence within the past year. The case is currently open and ongoing at this time.

WMT-64-20

On 2/22/20, WEMET detectives were called to assist Holland Department of Public Safety with an OD causing death. The initial investigation was handled by Det. Young and discovered that a male and female (boyfriend/girlfriend) from the Holland area had purchased heroin from a dealer in the Grand Rapids area. The suspect delivered the heroin to the subjects in Holland and told them to be careful because the stuff was 'hot.' Both the boyfriend and girlfriend used the heroin that night, with the girlfriend blacking out and waking up to find her boyfriend deceased. Through the investigation, a search warrant was obtained for the victim's phone and with the assistance of the surviving girlfriend, a suspect was identified. It was also discovered that the suspect was involved with an OD causing death on Friday, February 21st in Grand Rapids. Grand Rapids Vice is currently investigating that incident. On, Monday February 24th, WEMET detectives were able to contact the suspect and set up another delivery in the Holland area near the victim's residence. WEMET detectives set up surveillance and observed the suspect drive into the parking lot, exit his car and begin to walk towards the door of the apartment building. At this time, WEMET detectives approached the suspect who fled on foot. After a short foot chase, he was taken into custody. He is currently lodged with charges of PWID heroin, crack and R&O. A second subject was also in the car and taken into custody for outstanding warrants out of Grand Rapids PD. While at the jail he was found to have additional crack in his pants.

WEMET



West Michigan Enforcement Team

WMT-130-20:

On 06/03/2020, WEMET detectives were assisting with surveillance related to a shooting investigated by the Holland Department of Public Safety. During surveillance, detectives located a white BMW driving near the apartment in Holland MI, 49424, possibly related to the shooting incident.

A traffic stop was conducted on the white BMW and a Taurus 9mm handgun was located within the vehicle. Xanax was also located on the person of the driver. He was lodged at OCJ on the following charges: CCW, Felony Firearm, possession of Xanax and probation violation.

WMT-133-20:

On 06/03/2020, WEMET assisted the Holland Police Department with the investigation of a shooting in the City of Holland. While assisting HPD, detectives received information that a vehicle, believed to be a dark colored Nissan sedan, matched a vehicle related to Latin King gang activity. Detectives responded to the area of Whispering Pines Apartments, located in Holland Township.

During surveillance vehicles believed to be involved in the shooting were located in a parking lot. Mobile surveillance continued on the vehicles, they were stopped at a gas station, and a high-risk stop was conducted on two vehicles. All occupants were safely taken into police custody to further investigate the shooting incident. All occupants were interviewed at the scene and information was obtained that a suspect was in possession of the handgun that was used in the shooting in the City of Holland.

WMT-147-20:

On 6/24/2020 the Ottawa County Sheriff's Office requested assistance from WEMET with an undercover purchase of a generator, listed on Craigslist, stolen from a breaking and entering in Ottawa county. WEMET undercover officer went to the residence and located the stolen item.

WEMET



West Michigan Enforcement Team

WMT-179-20:

On 07/16/2020 WEMET detectives were in the area of Washington Ave. and 18th St., in Holland City, when a call of a disorderly at a barber shop in that area had been reported to dispatch. Central dispatch had advised the responding Holland Police Department officers that several male subjects had been in and out of a barbershop, targeting a male subject who was getting his hair braided. Given the recent gang-related events in the Holland Area, WEMET detectives responded to the area to be of assistance to HPD officers, if that was needed.

A short time later, while HPD and WEMET officers were in the area, shots were heard. While WEMET detectives were on W. 18th St. in unmarked police vehicles, Det Ramos observed unknown suspects shoot the victim. Immediately after the shots were fired, Det Ramos ensured that there were no suspects on foot armed with a firearm. Det Ramos was then able to locate the victim and began to render aid. While rendering aid Det Ramos observed a male subject walking in her direction holding a blade in manner that she believed he was going to use the blade against a bystander. Det Ramos then asked another bystander to help with Serrato while she confronted the male with the blade. Det Ramos ordered him to drop the blade and he complied. During this time, many of the male bystanders were yelling that the same subject was the suspect and that he caused the shooting. Det Ramos then detained him based on this information and for his safety, as many of the male bystanders were attempting to grab a hold of him in a manner which she believed the bystanders were going to hurt the subject. Soon after, more HPD officers arrived at the scene and took over the investigation.

WMT-182-20:

On 07/21/2020, several search warrants as well as a probation check and warrant arrest were conducted in connection to a shooting in Holland City. During a probation check at in Holland township, a suspect was arrested for an outstanding warrant regarding a parole violation. WEMET conducted a search of the residence and interviewed him regarding his involvement in the recent shooting. During the search WEMET located narcotics and a 9mm handgun. These items, along with two cell phones were seized by WEMET detectives.

WMT-185-20:

On 09/03/2020, WEMET detectives set up surveillance at the residence in the city of Holland and observed the suspect leave in the silver Lexus. Holland DPS officers assisted with a traffic stop on the vehicle, located a 1/8 ounce of cocaine, and arrested him for a two-count felony warrant for delivery of cocaine.

WEMET



West Michigan Enforcement Team

WMT-187-20:

On 9/2/2020 WEMET Detectives and Ottawa County Sheriff's Deputies arrested a suspect for a two count WEMET warrant at the Meijer in Georgetown township. Count 1 of the warrant was for PWID cocaine less than 50 grams and count 2 of the warrant was for delivery of cocaine less than 50 grams. Prior to his arrest a WEMET Detective had arranged for the suspect to sell him \$100 worth of crack cocaine. During his arrest crack cocaine was in his vehicle in an amount consistent with previous purchases from the suspect.

WMT-208-20:

On 8/25/2020, WEMET detectives obtained a search warrant for an address in Holland Township. WEMET detectives made contact at the address with the homeowner and father of the suspect and were allowed inside the residence. During a search of the residence, MDMA and cocaine were found in the suspects room. Also located were small individual baggies, a digital scale, and \$60 worth of commingled WEMET funds.

WMT-216-20:

On 09/03/2020, WEMET detectives obtained a search warrant for the address of the in Holland City. Holland DPS officers conducted a traffic stop on him as he left his residence and arrested him on a valid felony warrant. WEMET detectives then contacted the homeowner and father of the suspect and were allowed inside the residence. During the search warrant, cocaine, cash, and a cell phone was seized from the silver Lexus driven by the suspect and a large amount of additional cocaine and paraphernalia was located within the bedroom belonging to the suspect.

WMT-230-20:

On 09/28/2020, Ottawa County Sheriff's Office (OCSO) and Michigan Department of Corrections (MDOC) was notified of a probationer posting videos of narcotics and firearms. WEMET detectives, OCSO, and MDOC conducted a probation check on him at his apartment, in Allendale Township. During the probation search, two CO2 gas powered firearms, unknown pill, Marijuana and Marijuana paraphernalia was located and seized by MDOC. The suspect was lodged at Ottawa County Jail (OCJ) for probation violation.

WMT-248-20:

On 10/16/20 OCSO Dep. Rohloff conducted a traffic stop on a male subject in Georgetown Twsp. The subject was found to have a warrant for his arrest. During Dep.

WEMET



West Michigan Enforcement Team

Rohloffs investigation and search of the vehicle, he located narcotics and the case was turned over to WEMET. 7.4 grams of cocaine, 80 hits of LSD and \$738 was seized from Jacobs. WEMET obtained charges for PWID cocaine and acid against the subject.

WMT-265-20:

WEMET detectives assisted OCSO detectives with an attempted homicide investigation. On 10/23/20 OCSO investigated a stabbing that took place in Georgetown Twsp. OCSO detectives believed the suspect, was staying at an apartment in Holland Twsp. On 10/28/29, WEMET detectives conducted surveillance on the apartment and were ultimately able to traffic stop two people who left the residence. The suspects phone was recovered by WEMET.

WMT-266-20:

On 11/02/2020 WEMET assisted Holland DPS officers with a traffic stop at 631 South Point, in Holland City, on a vehicle in which they had located a Taurus 9mm handgun on the floorboard. Several subjects were arrested on warrants.

WMT-267-20:

On 11/4/20 WEMET detectives assisted CMET with search warrants at several locations in Grand Rapids after they made several meth purchases from a suspect. As a result of the search warrants, 12 ounces of meth, \$32,000 and a stolen handgun were seized.

WMT-272-20:

On 11/11/2020, after arranging a narcotic deal with a male subject for two ounces of cocaine, marked WEMET detectives and the Ottawa County Sheriff approached the suspect and arrested him in Jenison. A search of the vehicle resulted in the recovery of 57.99 grams of cocaine and a loaded Smith & Wesson handgun. The suspect was arrested lodged at Ottawa County Jail.

WMT-274-20:

On 11/06/2020, WEMET detectives were called to assist with a shot person incident, which occurred in the City of Holland. The Holland Police Department requested WEMET assistance, due to the possibility of the shooting being gang related. WEMET detectives responded to the Holland City area to assist with the investigation and attempt to locate the suspect vehicle.

WEMET



West Michigan Enforcement Team

WMT-275-20:

Detectives from the Ottawa County Sheriff's Office contacted a suspect at his residence to conduct a consent search. The suspect opened a safe in his bedroom for the detectives and they observed money, methamphetamine, and pills. Ottawa County Detectives requested WEMET respond to the residence to complete the narcotics investigation. While at the residence, WEMET detectives interviewed the suspect, seized 13.09 grams with packaging of methamphetamine, \$81 in US currency and other related evidence.

WMT-286-20:

WEMET detectives received information that a male subject was at an address in Holland Township. The subject had a valid arrest warrant for a previous WEMET case. WEMET detectives conducted surveillance on the residence and saw him leave in a vehicle. WEMET detectives surveilled the vehicle until marked OCSO units were able to traffic stop the vehicle. WEMET detectives investigated at the scene and found him to be in possession of meth. The passenger was found to be in possession of meth and LSD.

WMT-303-20:

WEMET received information from an anonymous source regarding a possible handgun buried in the ground at Graafschap Cemetery in Holland City. WEMET officers searched the area and a handgun was recovered buried under the ground as described. The handgun was recovered and turned over to Holland DPS for further.

WMT-309-20:

On 12/21/20 an undercover WEMET detective set up a third meth deal with the suspect to purchase an ounce of meth. The deal was to take place at Loves Truck Stop in Holland Twsp. WEMET detectives were doing surveillance in the area and saw the suspect and two additional subjects drive into a park near the area. WEMET detectives contacted them in the park, searched the vehicle and located a total of approximately 30 grams of meth. A passenger was also found to be in possession of a small amount of meth. The subject was lodged for his previous deliveries.

Action Request



Committee:	Board of Commissioners
Meeting Date:	06/08/2021
Requesting Department:	Ottawa County Department of Public Health
Submitted By:	Al Vanderberg
Agenda Item:	Ottawa County Department of Public Health 2020 Annual Report

Suggested Motion:

To receive for information the Ottawa County Department of Public Health 2020 Annual Report.

Summary of Request:

In accordance with the 2021 Rules of the Ottawa County Board of Commissioners:

Section 4.7 - Annual Reports From Departments of County Government - It is the policy of the Board of Commissioners to receive annual, written and oral Reports from all Departments of County government. Written reports shall be in a form approved by the County Administrator and shall, in the ordinary course, be submitted directly to the Board of Commissioners through the County Administrator's Office.

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 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

Objective: Goal 3, Objective 1: Regularly review and update communication strategies that guide the work of the County in this goal area.

Goal 3, Objective 4: Evaluate communication with other key stakeholders.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

Action Request



Committee:	Board of Commissioners
Meeting Date:	06/08/2021
Requesting Department:	Planning and Performance Improvement
Submitted By:	Paul Sachs
Agenda Item:	Property Assessed Clean Energy Program Establishment

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution to Establish a Property Assessed Clean Energy Program in Ottawa County.

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: *Alan S. Vandenbergh*

Committee/Governing/Advisory Board Approval Date: 05/18/2021 Finance and Administration Committee

05/25/2021 Board of Commissioners

**OTTAWA COUNTY
MICHIGAN**

**RESOLUTION TO ESTABLISH PROPERTY ASSESSED CLEAN ENERGY
PROGRAM**

At a regular meeting of the Board of Commissioners of Ottawa County (“Board”), Michigan, held at 12220 Fillmore Street, West Olive, MI 49460, on June 8, 2021 at 1:30 p.m., local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, at its meeting of May 25, 2021, this Board adopted a resolution of intent to establish and to hold a public hearing concerning the establishment of a property assessed clean energy program (“PACE Program”) and create a PACE district(s) pursuant to 2010 PA 270 (“Act 270”) to promote “energy projects” defined by Act 270 to include “installation or modification of energy efficiency improvements or the acquisition, installation or improvement of renewable energy systems;”

WHEREAS, the Board held a public hearing on the proposed PACE Program on June 8, 2021 during which the Board heard comments on the proposed PACE program from anyone wishing to address the Board concerning it;

WHEREAS, promotion of the private financing Act 270 Pace Program energy projects advances a valid public purpose;

WHEREAS, the proposed PACE program as described in the Ottawa County PACE Program Report, an updated version of which is attached as Exhibit A, would provide financing for energy projects with property owner-arranged loans from a commercial lender the repayment of which, if approved by the property owner with the consent of any mortgage holder, would be made and secured by assessments against the property benefited by the projects, so that no County money, general County tax revenue or County credit or any liability of any kind whatsoever shall be pledged, committed, incurred or used in connection with any energy project;

WHEREAS, the types of energy projects that may be so financed, the administration of the PACE Program, the manner of establishing PACE Districts within the County in which the PACE

Program may be used, and other details of the proposed PACE Program, as required by Act 270, are set forth in detail in PACE Program Report.

NOW, THEREFORE, BE IT RESOLVED:

1. The County of Ottawa establishes the Ottawa County PACE Program the terms and conditions of which are set forth in the PACE Program Report attached as Exhibit A and which is hereby approved and incorporated by reference as if fully set forth herein.
2. Any aspect of the Ottawa County PACE Program may be amended by subsequent resolution of the Board without a new public hearing.
3. The County may join with any other local unit of government, or with any person, or with any number or combination thereof, by contract or otherwise as may be permitted by law, for the implementation of the Ottawa County PACE Program, in whole or in part, and the County Administrator or his/her designee is authorized to execute and deliver such documents, agreements or certificates as may be necessary or advisable to permit the cooperative implementation of the PACE Program as provided by Act 270 or other applicable law, provided that such documents do not commit to the expenditure of any Ottawa County revenues or to incurrence of any Ottawa County liability.
4. All resolutions and parts of resolutions are, to the extent of any conflicts with this resolution, rescinded.

YEAS: _____

NAY: _____

ABSENT: _____

RESOLUTION ADOPTED.

Roger A. Bergman, Chairperson
Ottawa County Board of Commissioners

The foregoing resolution was adopted at a regular meeting of the Board of Commissioners of Ottawa County on June 8, 2021.

Justin F. Roebuck, Ottawa County Clerk

**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 A:	PROGRAM ELIGIBILITY REQUIREMENTS
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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:

Ottawa County PACE Special Assessment Agreement

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.

Ottawa County PACE Special Assessment Agreement

(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.

Ottawa County PACE Special Assessment Agreement

(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

Ottawa County PACE Special Assessment Agreement

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

Ottawa County PACE Special Assessment Agreement

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

Ottawa County PACE Special Assessment Agreement

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

Ottawa County PACE Special Assessment Agreement

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

Ottawa County PACE Special Assessment Agreement

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.

Ottawa County PACE Special Assessment Agreement

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.

Ottawa County PACE Special Assessment Agreement

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.

Ottawa County PACE Special Assessment Agreement

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.

Ottawa County PACE Special Assessment Agreement

(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.

Action Request



Committee:	Board of Commissioners
Meeting Date:	06/08/2021
Requesting Department:	Fiscal Services
Submitted By:	Karen Karasinski
Agenda Item:	Resolution to Approve the 2021 Millage rate for County Operations, E-911, Parks, Community Mental Health and the Road Commission

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution and related documents approving the 2021 millage rate for County Operations of 3.9000 mills, E-911 of .4243 mills, Parks of .3199 mills, Community Mental Health of .2892 and the Road Commission of .4822 mills.

Summary of Request:

To establish 2021 County millage rate for County operations, E-911, Parks, Community Mental Health and the Road Commission.

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
--------------------	---------------------------	---------------------	------------------------------	-----------------------------	---

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. Vankuberg

Committee/Governing/Advisory Board Approval Date:

State of Michigan

Ottawa County Board of Commissioners

RESOLUTION TO APPROVE 2021 MILLAGE RATES FOR COUNTY OPERATIONS, E-911, PARKS, COMMUNITY MENTAL HEALTH, AND THE ROAD COMMISSION

At a meeting of the Board of Commissioners of the County of Ottawa, Ottawa County, Michigan, held at the Ottawa County Fillmore Complex, Board Room, 12220 Fillmore Street, West Olive, Michigan in said County on June 8, 2021, at 1:30 p.m. local time.

PRESENT:

ABSENT:

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

WHEREAS, the Ottawa County Board of Commissioners, by resolution of May 25, 2021, proposed a total authorized levy of 5.4156 mills on 2021 valuation within Ottawa County, which included an additional rate of .2003 mills over the maximum rate allowed without a public hearing;

WHEREAS, the actual 2020 millage rate was 5.4317 mills and the proposed 2021 millage rate is 5.4156 mills, which is .0161 lower than the actual millage rate in 2020;

WHEREAS, the Ottawa County Board of Commissioners has considered input from the Ottawa County Central Dispatch Authority, the Ottawa County Parks Commission, Community Mental Health Board, and the Ottawa County Road Commission and has carefully examined the financial circumstances of Ottawa County and its funding units, including estimated expenditures, estimated revenues, and the state taxable valuation of property located within Ottawa County, and has determined that the levy of an additional millage rate will be necessary for the sound management and operation of Ottawa County and its funding units;

WHEREAS, the Board of Commissioners intends to dedicate .30 of the County operating millage to fully funding the defined-benefit plan that was closed to new employees effective December 31, 2011 or December 31, 2012, depending on the employee group, and as of the last actuary report on December 31, 2019, based on Municipal Employees' Retirement System (MERS) assumptions, the plan was 77% funded,

and pursuant to MERS current actuarial assumptions, the estimate to fully fund the MERS defined benefit plan requires additional resources equal to .30 mills for 13 years;

WHEREAS, the need for such action should sunset after the 13-year completion of the MERS Option B payment plan and the current Board of Commissioners urges future Board of Commissioners to reduce taxes to the extent possible at that time;

WHEREAS, the Ottawa County Board of Commissioners has legal authority to establish that 5.4156 mills be levied from within its authorized millage rate; and

WHEREAS, not more than ten (10) days after the public hearing on June 8, 2021, the Ottawa County Board of Commissioners may, under Act 75, Public Acts of Michigan, 1991, authorize a maximum total levy of 5.4156 mills for operating purposes, within its present authorized millage rate which includes an additional millage rate of .2003 mills;

NOW THEREFORE, BE IT RESOLVED THAT:

1. For 2021 the total millage rate of 5.4156 mills, including 0.4243 mills for E-911 operating purposes in 2022, 0.3199 mills for Park expansion, development and maintenance purposes in 2022, 0.2892 mills for Community Mental Health services for 2022, and 0.4822 mills for road improvement in 2022, and 3.9000 mills for allocated operating purposes in 2021, and which includes an additional millage rate of .2003 mills, shall be levied upon property located in Ottawa County; and

2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

YEAS:

NAYS:

ABSTAIN:

ABSENT AT TIME OF VOTING:

RESOLUTION DECLARED ADOPTED.

Chairperson, Roger A. Bergman

Justin Roebuck, County Clerk/Register

Certification

I, the undersigned, duly qualified Clerk/Register of the County of Ottawa, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Ottawa, Michigan, at a meeting held on June 8, 2021, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this eighth day of June, A.D., 2021.

Justin Roebuck, County Clerk/Register

Action Request



Committee:	Board of Commissioners
Meeting Date:	06/08/2021
Requesting Department:	Administration
Submitted By:	Al Vanderberg
Agenda Item:	COVID-19 American Rescue Plan Act Advisory Committee

Suggested Motion:

To approve the creation of the COVID-19 American Rescue Plan Act Advisory Committee.

Summary of Request:

Ottawa County is slated to receive nearly \$57 million in federal funding via the American Rescue Plan Act of 2021. The US Treasury Department website includes four primary purposes for use of the funds:

- 1) Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- 2) Replace lost revenue for eligible state, local, territorial, and tribal governments to strengthen support for vital public services and help retain jobs;
- 3) Support immediate economic stabilization for households and businesses; and
- 4) Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic.

We are considering five investment categories: County Organization – COVID-19 Operational; County Organization – Infrastructure; Community – Social-Human Needs; Community – Business/Economic Development; Community – Infrastructure

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

Administration: Recommended Not Recommended Without Recommendation
County Administrator: *Al Vanderberg*

Committee/Governing/Advisory Board Approval Date: 05/18/2021

Planning and Policy Committee

Summary of Request Continued:

The following community leaders have indicated a willingness to serve on an ad-hoc COVID-19 American Rescue Plan Act Advisory Committee to identify needs in their areas of expertise and assist with developing draft funding priorities for the County Board and Administration:

Adam Elenbaas, Allendale Charter Township
Al Vanderberg, County Administrator
Gloria Lara, Lakeshore Ethnic Diversity Alliance
Hadley Streng, Grand Haven Area Community Foundation (GHACF)
Holly Cole, GHACF and Ottawa County Housing Commission
Jennifer Owens, Lakeshore Advantage
Joe Baumann, O.C. Board of Commissioner, Chair of Finance & Admin. Committee
John Shay, Deputy County Administrator
Joy Gaash, Chamber of Commerce Grand Haven
Karen Karasinski, O.C. Fiscal Services
Keith Van Beek, City of Holland
Mike Goorhouse, Holland/Zeeland Area Community Foundation
Pat McGinnis, City of Grand Haven
Patrick Cisler, Lakeshore Non-Profit Alliance – Community SPOKE
Patrick Moran, United Way of Ottawa and Allegan Counties
Robyn Afrik, O.C. Diversity, Equity and Inclusion
Roger Bergman, O.C. Board of Commissioners, Board Chair
Ryan Kilpatrick, Housing Next
Terry Nienhuis, Holland Charter Township

Chair Bergman may add committee members to address any additional needs that are identified as the committee begins its work.