



**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 22, 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 DeJong
3. Pledge of Allegiance to the Flag
4. Roll Call
5. Presentation of Petitions and Communications
6. Public Comments
7. Approval of Agenda
8. Actions and Reports
  - A. Consent Resolutions:

From the County Clerk/Register

1. Board of Commissioners Meeting Minutes  
Suggested Motion:  
To approve the Minutes of the [June 8, 2021 Board of Commissioners meeting](#).

From Administration

2. [Accounts Payable for May 31- June 11, 2021](#)  
Suggested Motion:  
To approve the general claims in the amount of \$5,969,368.05 as presented by the summary report for May 31- June 11, 2021.

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

B. Public Hearings: None

C. Action Items:

From Administration

1. [Designate July as Parks and Recreation Month](#)

Suggested Motion:

To approve the resolution designating July as Parks and Recreation Month within Ottawa County.

From the Planning and Policy Committee

2. [Bend Area Expansion Phase III MNRTF Grant Agreement](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution and grant agreement from the Michigan Natural Resources Trust Fund for assistance to complete property acquisition as part of the Bend Area Expansion Phase III project in Georgetown Township.

3. [Stearns Creek Expansion MNRTF Grant Agreement](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution and grant agreement from the Michigan Natural Resources Trust Fund for assistance to complete property acquisition of the Stearns Creek Expansion project in Robinson Township.

4. [Idema Explorers Trail Stearns Bayou Connector Frett Easement](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the purchase agreement for the Frett easement as required for construction of the Grand River Greenway Idema Explorers Trail in the amount of \$1,934.40 from the Parks Millage.

5. [Purchase of Reenders' 66-acre parcel on I28th Avenue in Olive Township](#)

Suggested Motion:

To accept [or reject] the purchase price of \$700,000.00 for Reenders' 66-acre parcel on I28th Avenue in Olive Township.

From the Finance and Administration Committee

6. [FY2021 Budget Adjustments](#)

Suggested Motion:

To approve the FY2021 budget adjustments per the attached schedule.



7. [2021 Summer Apportionment Report](#)

Suggested Motion:

To approve the 2021 Summer Apportionment Report.

8. [Empower Retirement Plan Restatement](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the plan restatement for county employees' 457 accounts through Empower Retirement.

9. [Sheriff's Office Personnel Requests](#)

Suggested Motion:

To approve the proposal to change one 1.0 FTE Captain (U8A) position to a 1.0 FTE Chief Deputy position at a Unclassified (U9) at a cost of \$4,198.91, and to add one 1.0 FTE Lieutenant (U7A) position at a cost of \$190,184.63. The total cost of the addition and change would be \$194,383.54.

10. [PACE Special Assessment Agreement for Quincy Place](#)

Suggested Motion:

To approve the PACE Special Assessment Agreement valued at \$8,507,001 for the Quincy Place project in Holland Township.

D. Appointments: None

E. Discussion Items: None

9. Report of the County Administrator

10. General Information, Comments, and Meetings Attended

11. Public Comments

12. Adjournment



**PROPOSED  
PROCEEDINGS OF THE OTTAWA COUNTY  
BOARD OF COMMISSIONERS  
JUNE SESSION – FIRST DAY**

The Ottawa County Board of Commissioner met on Tuesday, June 8, 2021, at 1:30 p.m. and was called to order by the Chair.

Commissioner Dannenberg pronounced the invocation.

The Clerk/Register 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, Philip Kuyers, Roger Bergman, Matthew Fenske. (11)

Presentation of Petitions and Communications

1. John Shay, Deputy County Administrator, introduced Blake Upright, the new Maintenance Supervisor.
2. GCSI Update, Bob DeVries, Governmental Consultant Services, Inc. presented a legislative update.

Public Comments

Public comments were made by the following:

1. Donna Mooney, 2113 Sandstone Dr., Jenison
2. Lauren Nykamp, 4215 48<sup>th</sup> Ave., Hudsonville
3. Alyssa Weinberg, 11675 Brookridge Dr., Allendale
4. Kathleen Kashowicz, 11485 Cleveland St., Nunica
5. Tonya Harris, 11420 Prairie Dr., Allendale

B/C 21-132 Joseph Baumann moved to approve the agenda of today as presented. 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 21-133 Matthew Fenske moved to approve the following Consent Resolutions:

1. To approve the Minutes of the May 25, 2021 Board of Commissioners meeting.

2. 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. 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. To receive for information the West Michigan Enforcement Team 2020 Annual Report.
5. To receive for information the Ottawa County Department of Public Health 2020 Annual Report.

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

Nays: Douglas Zylstra. (1)

- B/C 21-134 Douglas Zylstra moved to open the Public Hearing at 2:05 p.m. to receive comments on the Property Assessed Clean Energy (PACE) program. The motion passed.
- B/C 21-135 Douglas Zylstra moved to close the Public Hearing at 2:06 p.m. on the Property Assessed Clean Energy (PACE) program. The motion passed.
- B/C 21-136 Randall Meppelink moved to open the Public Hearing at 2:06 p.m. 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 mills and the Road Commission of 0.4822 mills. The motion passed.
- B/C 21-137 Randall Meppelink moved to close the Public Hearing at 2:07 p.m. 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 mills and the Road Commission of 0.4822 mills. The motion passed.
- B/C 21-138 Gregory DeJong moved 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. 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 21-139 Gregory DeJong moved 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 mills and the Road Commission of 0.4822 mills. 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 21-140 Gregory DeJong moved to approve the creation of the COVID-19 American Rescue Plan Act Advisory Committee. The motion passed as shown by the following votes: Yeas: Matthew Fenske, Philip Kuyers, Francisco Garcia, James Holtvluwer, Joseph Baumann, Gregory DeJong, Randall Meppelink, Allen Dannenberg, Kyle Terpstra, Roger Bergman. (10)

Nays: Douglas Zylstra. (1)

#### Discussion Items

1. West Michigan Enforcement Team 2020 Annual Report – Andy Foster, MSP Section Commander, presented the West Michigan Enforcement Team 2020 Annual Report.
2. Ottawa County Department of Public Health 2020 Annual Report – Lisa Stefanovsky, Public Health Officer, presented the Ottawa County Department of Public Health 2020 Annual Report.

The County Administrator's report was presented.

Chairman Bergman recognized Cheryl Clark, Chief Deputy County Treasurer, and Justin Roebuck, County Clerk/Register of Deeds, for completing the National Association of Counties Leadership program.

Several Commissioners reported on meetings attended and future meetings to be held.

#### Public Comments

Public comments were made by the following:

1. Chris Butkus, 3905 4 Mile, Walker
2. Harvey Nikkel, 7513 23<sup>rd</sup> Ave., Jenison
3. Emily Underhill, 11680 Brookridge Dr., Allendale
4. Amber Ciesielski, 6524 Elwood Ct., Allendale

5. Brandon Holstege, 8434 Fillmore St., Zeeland
6. Liz Ramey, 6567 Elwood Ct., Allendale
7. Sylvia Rhodea, 12482 60<sup>th</sup> Ave., Allendale
8. Sandy Betten, 2805 Judson Rd., Spring Lake
9. Becki Deater, 331 Lake Ave., Spring Lake
10. Christina Parks, 7531 Loop Rd., Hesperia
11. David Rhodea, 12482 60<sup>th</sup> Ave., Allendale
12. Ryan Ramey, 6567 N. Elwood Ct., Allendale
13. Lanae Monera, 6722 Pierce St., Allendale
14. Deanna Hunter, 4372 Bliss St., Allendale

B/C 21-141 Joseph Baumann moved to adjourn at 3:41 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



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	06/22/2021
<b>Requesting Department:</b>	Fiscal Services
<b>Submitted By:</b>	Karen Karasinski
<b>Agenda Item:</b>	Accounts Payable for May 31-June 11, 2021

**Suggested Motion:**

To approve the general claims in the amount of \$5,969,368.05 as presented by the summary report for May 31-June 11, 2021.

**Summary of Request:**

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

**Financial Information:**

Total Cost: \$5,969,368.05	General Fund Cost: \$5,969,368.05	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**



**Ottawa County**  
Where You Belong.

Dates: May 31, 2021  
to June 11, 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:

**\$5,969,368.05**

**1,047 INVOICES**

**5,969,368.05**



Karen Karasinski  
Fiscal Services Director



Date

We hereby certify that the Board of Commissioners has approved the claims on Tuesday, June 22, 2021

Roger Bergman, Chairperson  
Board of Commissioners

Justin Roebuck  
Clerk/Register of Deeds



## Total CHECKS | EFTs | WIRES



**Ottawa County**  
Where You Belong.

Dates: May 31, 2021

to June 11, 2021

Total of all funds: **\$5,969,368.05**

0000	TREASURY FUND	5,550.45
1010	GENERAL FUND	839,381.62
1500	CEMETERY TRUST	0.00
2081	PARKS & RECREATION	85,023.63
2160	FRIEND OF COURT	6,861.59
2180	OTHER GOVERNMENTAL GRANTS	65,613.75
2210	HEALTH	45,705.41
2220	MENTAL HEALTH	900,375.71
2221	MENTAL HEALTH MILLAGE	38,315.14
2225	SUBSTANCE USE DISORDER	54,304.14
2271	SOLID WASTE CLEAN-UP	12,474.67
2272	LANDFILL TIPPING FEES	1,222.24
2340	FARMLAND PRESERVATION	0.00
2430	BROWNFIELD REDEVELOPMENT	0.00
2444	INFRASTRUCTURE FUND	0.00
2550	HOMESTEAD PROPERTY TAX	0.00
2560	REGISTER OF DEEDS AUTOMATION FUND	1,386.73
2600	PUBLIC DEFENDERS OFFICE	24,393.40
2620	FEDERAL FOREITURE	0.00
2602	WEMET	14,301.26
2630	SHERIFF GRANTS & CONTRACTS	32,061.31
2631	CONCEALED PISTOL LICENSING	517.44
2901	DEPT OF HUMAN SERVICES	80.00
2920	CHILD CARE - PROBATE	53,025.21
2970	DB/DC CONVERSION	0.00

## Total CHECKS | EFTs | WIRES



**Ottawa County**  
Where You Belong.

Dates: May 31, 2021

to June 11, 2021

Total of all funds: **\$5,969,368.05**

3010	DEBT SERVICE	0.00
4020	CAPITAL IMPROVEMENTS	267,925.97
4690	BUILDING AUTHORITY CONSTRUCTION PROJECT	59,466.74
5160	DELINQUENT TAXES	223.25
5360	LAND BANK AUTHORITY	0.00
6360	INNOVATION & TECHNOLOGY	34,825.30
6450	DUPLICATING	5,799.00
6550	TELECOMMUNICATIONS	12,723.03
6641	EQUIPMENT POOL	41,150.60
6770	PROTECTED SELF-FUNDED INSURANCE	4,454.95
6771	EMPLOYEE BENEFITS	914,040.21
6772	PROTECTED SELF-FUNDED UNEMPL INS.	0.00
6775	LONG-TERM DISABILITY INSURANCE	9,585.40
6780	OTTAWA CNTY-INSURANCE AUTHORITY	0.00
6810	DB/DC CONVERSION FUND	0.00
7010	TRUST & AGENCY	1,646,719.53
7015	TRUST & AGENCY JUVENILE COURT	464.70
7040	IMPREST PAYROLL	190,533.24
7210	LIBRARY PENAL FINE	0.00
7360	OPEB TRUST	43,162.38
8010	SPECIAL ASSESS. DRAINS	557,700.05
8011	DRAINS-CAPITAL PROJECTS FUND	0.00
8020	DRAINS-REVOLVING	0.00
8510	DRAINS-DEBT SERVICE FUND	0.00
8725	INLAND LAKE IMPROVEMENT	0.00
8800	BROWNFIELD REDEVELOPMENT AUTHORITY	0.00

# Action Request



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	06/22/2021
<b>Requesting Department:</b>	Parks Department
<b>Submitted By:</b>	Jason Shamblin
<b>Agenda Item:</b>	Designate July as Parks and Recreation Month

**Suggested Motion:**

To approve the resolution designating July as Parks and Recreation Month within Ottawa County.

**Summary of Request:**

Ottawa County is home to some of Michigan's most scenic natural spaces and recreational areas, including some of the most visited in the State, including Grand Haven and Holland State Parks as well as our Rosy Mound Natural Area, Tunnel Park, Grand Ravines, Hemlock Crossing and the Upper Macatawa Natural Area. Since the formation of the Ottawa County Parks and Recreation Commission in 1987, the presence of parkland in the County has greatly expanded and access to natural and recreational land has increased for this growing community.

Our local parks have been essential throughout the Covid-19 pandemic, with many finding a new appreciation for the essential spaces and programs provided. Due to the numerous ecological, economic, and health/wellness benefits provided by the Parks in Ottawa County (outlined in the Resolution attached to this request), Ottawa County Parks requests the Board of Commissioners join the National Parks and Recreation Association, US House of Representatives and other communities around the country in officially designating July Parks and Recreation Month in Ottawa County.

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

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

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

**STATE OF MICHIGAN  
COUNTY OF OTTAWA**

**RESOLUTION**

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the \_\_\_ day of June, 2021, at 1:30 o'clock p.m. local time.

PRESENT: Commissioners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT: Commissioners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

WHEREAS, our parks and recreation programs promote the health of all citizens who enjoy them and contribute to the economic and environmental well-being of a community and region; and,

WHEREAS, parks programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and,

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and,

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community, preserve the character of community, and provide a place for children and adults to connect with nature; and,

WHEREAS, our parks and natural recreation areas attract visitors from all over the world, help attract residents and businesses, and are significant driver of economic activity; and,

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and,

WHEREAS, the Ottawa County Board of Commissioners recognizes the benefits derived from parks and recreation resources,

NOW, THEREFORE, BE IT RESOLVED that the Ottawa County Board of Commissioners is designating July as Parks and Recreation Month within Ottawa County.

YEAS: Commissioners: \_\_\_\_\_

\_\_\_\_\_

NAYS: Commissioners: \_\_\_\_\_

\_\_\_\_\_

ABSTENTIONS: Commissioners: \_\_\_\_\_

\_\_\_\_\_

RESOLUTION ADOPTED

\_\_\_\_\_  
Roger Bergman, Chairperson,  
Ottawa County Board of Commissioners

\_\_\_\_\_  
Justin F. Roebuck  
Ottawa County Clerk/Register

# Action Request

Electronic Submission – Contract # 1234



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 6/22/2021**

**Vendor/3<sup>rd</sup> Party: MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

**Requesting Department: PARKS AND RECREATION**

**Submitted By: JASON SHAMBLIN**

**Agenda Item: BEND AREA EXPANSION PHASE III MNRTF GRANT AGREEMENT**

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution and grant agreement from the Michigan Natural Resources Trust Fund for assistance to complete property acquisition as part of the Bend Area Expansion Phase III project in Georgetown Township.

## Summary of Request:

Ottawa County Parks applied for grant assistance from the Michigan Natural Resources Trust Fund to acquire additional properties as part of the Bend Area project in April of 2020. The Bend Area project is a long-term collaboration to transition several gravel extraction sites in northeast Georgetown Township along the Grand River to parkland once mining operations are completed. In 2000, the Bend Area Master Plan was adopted with the assistance of Georgetown Township and several landowners and mining operators. Once completed, the future Bend Area Park would be developed as a regional destination and a central feature of the Idema Explorers Trail, with proposed amenities such as a swimming beach, picnicking shelters, and facilities including kayaking, biking, hiking, and other yet to be determined activities. To date, 421 acres of land has been acquired. This grant would help fund the purchase of an additional 194 acres of land that would become the central activity area within the park. Ottawa County Parks will be responsible for supplying a 51% local match (\$525,300 of the \$1,030,000 total project cost) for the proposed project.

## Financial Information:

Total Cost: \$1,030,000.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

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

Objective:

## Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: PLANNING AND POLICY: 6/15/2021







1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through [www.michigan.gov/dnr-grants](http://www.michigan.gov/dnr-grants), unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

**GRANTEE CONTACT**

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Name/Title

---

Organization

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Address

---

Address

---

Telephone Number

---

E-mail Address

**DEPARTMENT CONTACT**

---

MNRTF Grant Program Manager

---

Name/Title

---

Grants Management/DNR Finance & Operations

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Organization

---

525 W. Allegan Street, Lansing, MI 48933

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Address

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P.O. Box 30425, Lansing, MI 48909

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Address

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517-284-7268

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Telephone Number

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DNR-Grants@michigan.gov

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E-mail Address

2. The legal description of the project area, boundary map of the project area, and the land acquisition grant application bearing the number **TF20-0175** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **05/07/2021** through **05/31/2023**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The grant herein provided is for the acquisition by the GRANTEE of **194.2** acres of land in **Fee Simple** title free of all liens and encumbrances, situated and being in the city/village/township of **Georgetown Township**, in the County of **Ottawa County, STATE OF MICHIGAN** as described in the uploaded legal description and shown on the uploaded boundary map. As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **outdoor recreation, water access and habitat conservation**, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
6. In order to preserve the financial resources of the State of Michigan and to prevent unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the conveyance as a condition to approving the GRANTEE to close.
7. The DEPARTMENT will:
  - a. grant to the GRANTEE a sum of money equal to **Forty-Nine percent (49%)** as reimbursement or as payment into

an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens and encumbrances to the lands in the project area, not to exceed the sum of **Five Hundred and Four Thousand Seven Hundred dollars (\$504,700.00)**. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.

- b. include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):
  - i. Purchase price of the land, up to the market value, in the project area acquired by the GRANTEE during the project period as provided for in section 9(f) of this Agreement;
  - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, transfer tax, prorated property tax, closing fees and environmental assessments; and
  - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.
  
- c. grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
  - i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for **Forty-Nine percent (49%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
  - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
  - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit reimbursement.
  - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

**8. Closing Options:**

a. FOR REIMBURSEMENT PROJECTS:

The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:

- i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.
- iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance ensuring the GRANTEE possesses marketable record title in fee simple, free of all liens and encumbrances to the land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.
- iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).
- v. Submission of a complete request for reimbursement as set forth in this Agreement.

b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

- i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.
- iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title



company (agent).

- iv. Providing Department and title company an approximate desired timeframe for closing.
- v. Sending DEPARTMENT the draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to the desired closing date.
- vi. Coordinating with title company to schedule the exact closing date after DEPARTMENT'S approval of draft closing documents and submitting to DEPARTMENT an updated closing statement from the title company at least 10 days before the desired closing date.
- vii. Submitting local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and providing proof of escrowed funds to the DEPARTMENT.

9. The GRANTEE will:

- a. immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **Five Hundred and Twenty-Five Thousand Three Hundred dollars (\$525,300.00)** as local match to this project. This sum represents **Fifty-One percent (51%)** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
- c. make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT.
- d. provide verification that the site is not a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended, based on the results of due diligence and, if needed, an environmental assessment or, if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
- e. complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
- f. obtain an appraisal of the real estate within the project area in accordance with standards established by the DEPARTMENT to determine the market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal(s) in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
- g. submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT.
- h. perform, or to directly contract for the performance of, all appraisal(s), appraisal review(s), title review, closing and acquisition of all lands in the project area.
- i. eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
- j. remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
- k. complete acquisition of the entire project area before **05/31/2023**. Failure to acquire the project area by **05/31/2023** shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
- l. provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing. Failure to submit the required documents and information for review shall constitute a material breach of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be released upon satisfactory audit review and approval by the DEPARTMENT.
- m. for parcels over 5 acres, execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating royalty equal to 1/6 of the gross proceeds of sale of all oil and/or gas and other minerals produced and saved in any combination from the mineral rights in, on or under the lands in the project area.
- n. retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- o. not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under



- the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes. In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.
- p. maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.
  - q. erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
  - r. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
  - s. provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
  - t. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
  - u. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
  - v. adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
  - w. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the project area.
  - x. make the project area and any facilities located thereon, as well as the land and water access ways to them, open to the public within 90 days of the date of acquisition and keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.
  - y. make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired shall not be subject to (1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.
  11. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area.
  12. The project area and any facilities located thereon shall not be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
  13. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:



- a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
14. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands affected with outdoor recreation properties of equal or greater market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
15. The GRANTEE acknowledges that:
- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE to make the property safe for public use no later than 90 days after the date of acquisition; and
  - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area is solely that of the GRANTEE; and
  - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in acquiring the premises.
  - d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.
16. Before the DEPARTMENT will give approval to make a written offer to purchase the property included in this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
- or
- b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

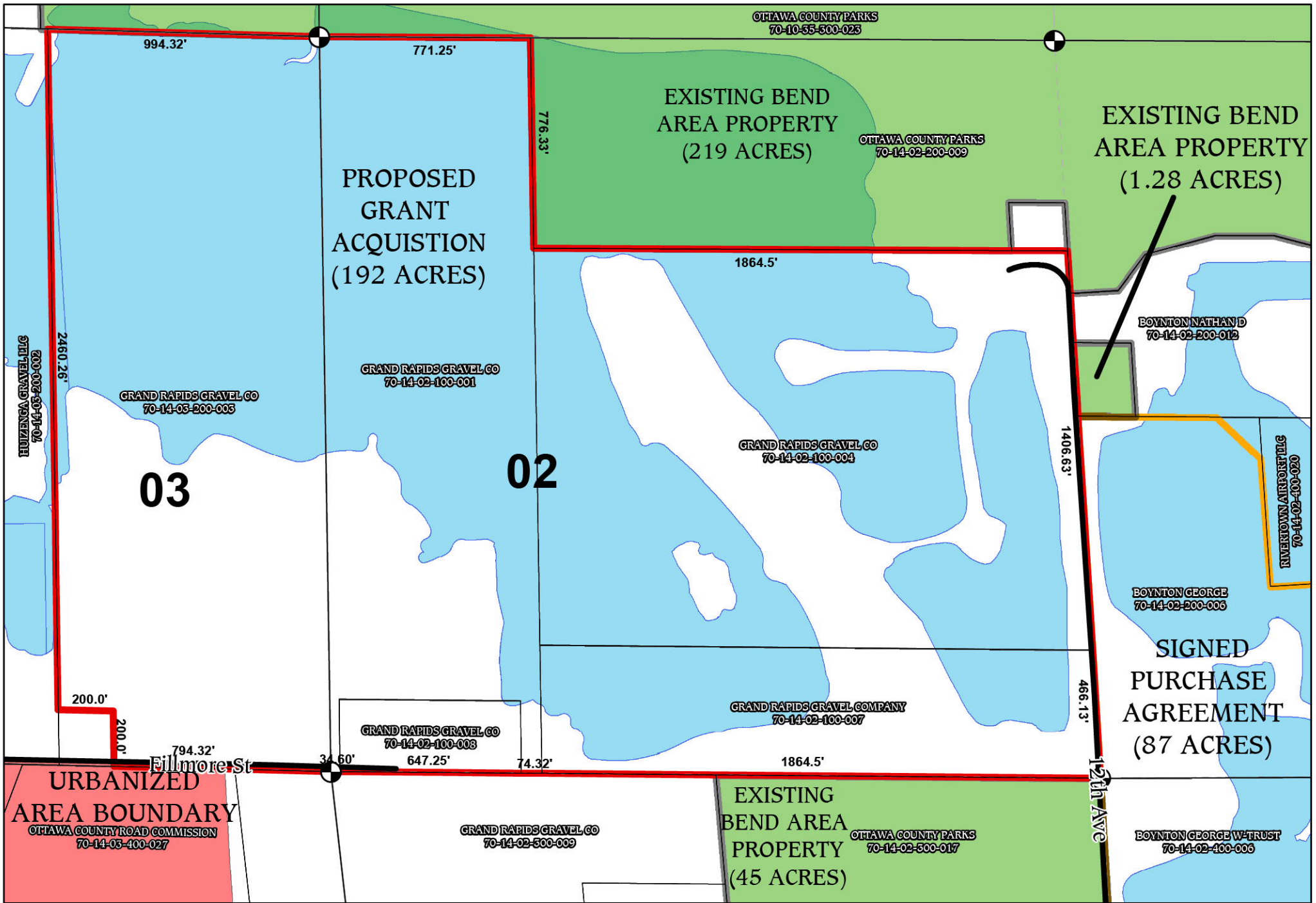


19. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate , maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
20. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises , the project area and the facilities thereon.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, may:
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, the Land and Water Conservation Fund and the Recreation Passport Grant Program ; and/or
  - d. Require repayment of grant funds already paid to GRANTEE; and/or
  - e. Seek specific performance of the Agreement terms.
24. This Agreement may be canceled by the DEPARTMENT , upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
25. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation , protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final audit reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final audit reimbursement has been made shall be the specific performance of this Agreement.
26. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
27. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
28. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

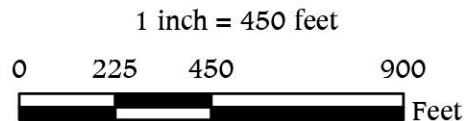
If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.







# BEND AREA EXPANSION BOUNDARY MAP



Ottawa County Parks & Recreation Commission



I, JUSTIN F. ROEBUCK, Clerk/Register, of the County of Ottawa, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which resolution was adopted by the County of Ottawa at a meeting held June 22, 2021.

\_\_\_\_\_  
Signature

Ottawa County Clerk/Register  
Title

June 22, 2021  
Date

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Roger A. Bergman  
Chairman, Ottawa County  
Board of Commissioners

\_\_\_\_\_  
JUSTIN F. ROEBUCK  
Ottawa County Clerk/Register

# Action Request

Electronic Submission – Contract # 1235



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 6/22/2021**

**Vendor/3<sup>rd</sup> Party: MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

**Requesting Department: PARKS AND RECREATION**

**Submitted By: JASON SHAMBLIN**

**Agenda Item: STEARNS CREEK EXPANSION MNRTF GRANT AGREEMENT**

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution and grant agreement from the Michigan Natural Resources Trust Fund for assistance to complete property acquisition of the Stearns Creek Expansion project in Robinson Township.

## Summary of Request:

Ottawa County Parks applied for grant assistance from the Michigan Natural Resources Trust Fund to acquire additional property in the Stearns Creek Park area in April of 2020. Following the completion of 118-acre Stearns Creek Park in 2019, it was apparent that in order to preserve the ecological and aesthetic integrity of the scenic and environmentally sensitive creek corridor that, if possible, additional properties should be sought to expand the park. A property owner was willing to sell their land on the north side of the creek opposite the current park, and the property met the Trust Fund's criteria for a small grant project, which increased the likelihood of funding.

The grant would help fund the purchase of nearly 28 acres of land with nearly 2,000' of creek frontage, as well as 15 acres of forested floodplain, wetland, and creek bed. If acquired, a small access and hiking trail system would be established.

Ottawa County Parks would be responsible for supplying a 57% local match (\$130,000 of the \$225,000 total project cost) for the proposed project. The hope is to fund most of this match through philanthropic sources.

## Financial Information:

Total Cost: \$225,000.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

### Action is Related to Strategic Plan:

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

Objective:

## Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: PLANNING AND POLICY: 6/15/2021





1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through [www.michigan.gov/dnr-grants](http://www.michigan.gov/dnr-grants), unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

**GRANTEE CONTACT**

---

Name/Title

---

Organization

---

Address

---

Address

---

Telephone Number

---

E-mail Address

**DEPARTMENT CONTACT**

---

MNRTF Grant Program Manager

---

Name/Title

---

Grants Management/DNR Finance & Operations

---

Organization

---

525 W. Allegan Street, Lansing, MI 48933

---

Address

---

P.O. Box 30425, Lansing, MI 48909

---

Address

---

517-284-7268

---

Telephone Number

---

DNR-Grants@michigan.gov

---

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the land acquisition grant application bearing the number **TF20-0190** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **05/07/2021** through **05/31/2023**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The grant herein provided is for the acquisition by the GRANTEE of **27.94** acres of land in **Fee Simple** title free of all liens and encumbrances, situated and being in the city/village/township of **Robinson Township**, in the County of **Ottawa County, STATE OF MICHIGAN** as described in the uploaded legal description and shown on the uploaded boundary map. As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **habitat conservation and passive recreation**, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
6. In order to preserve the financial resources of the State of Michigan and to prevent unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the conveyance as a condition to approving the GRANTEE to close.
7. The DEPARTMENT will:
  - a. grant to the GRANTEE a sum of money equal to **Forty-Three percent (43%)** as reimbursement or as payment into



an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens and encumbrances to the lands in the project area, not to exceed the sum of **Ninety-Five Thousand dollars (\$95,000.00)**. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.

- b. include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):
  - i. Purchase price of the land, up to the market value, in the project area acquired by the GRANTEE during the project period as provided for in section 9(f) of this Agreement;
  - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, transfer tax, prorated property tax, closing fees and environmental assessments; and
  - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.
- c. grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
  - i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for **Forty-Three percent (43%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
  - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
  - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit reimbursement.
  - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

## 8. Closing Options:

### a. FOR REIMBURSEMENT PROJECTS:

The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:

- i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.
- iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance ensuring the GRANTEE possesses marketable record title in fee simple, free of all liens and encumbrances to the land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.
- iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).
- v. Submission of a complete request for reimbursement as set forth in this Agreement.

### b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

- i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.
- iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title



company (agent).

- iv. Providing Department and title company an approximate desired timeframe for closing.
- v. Sending DEPARTMENT the draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to the desired closing date.
- vi. Coordinating with title company to schedule the exact closing date after DEPARTMENT'S approval of draft closing documents and submitting to DEPARTMENT an updated closing statement from the title company at least 10 days before the desired closing date.
- vii. Submitting local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and providing proof of escrowed funds to the DEPARTMENT.

9. The GRANTEE will:

- a. immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **One Hundred and Thirty Thousand dollars (\$130,000.00)** as local match to this project. This sum represents **Fifty-Seven percent (57%)** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
- c. make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT.
- d. provide verification that the site is not a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended, based on the results of due diligence and, if needed, an environmental assessment or, if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
- e. complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
- f. obtain an appraisal of the real estate within the project area in accordance with standards established by the DEPARTMENT to determine the market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal(s) in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
- g. submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT.
- h. perform, or to directly contract for the performance of, all appraisal(s), appraisal review(s), title review, closing and acquisition of all lands in the project area.
- i. eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
- j. remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
- k. complete acquisition of the entire project area before **05/31/2023**. Failure to acquire the project area by **05/31/2023** shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
- l. provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing. Failure to submit the required documents and information for review shall constitute a material breach of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be released upon satisfactory audit review and approval by the DEPARTMENT.
- m. for parcels over 5 acres, execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating royalty equal to 1/6 of the gross proceeds of sale of all oil and/or gas and other minerals produced and saved in any combination from the mineral rights in, on or under the lands in the project area.
- n. retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- o. not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under



- the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes. In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.
- p. maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.
  - q. erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
  - r. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
  - s. provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
  - t. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
  - u. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
  - v. adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
  - w. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the project area.
  - x. make the project area and any facilities located thereon, as well as the land and water access ways to them, open to the public within 90 days of the date of acquisition and keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.
  - y. make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired shall not be subject to (1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.
  11. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area.
  12. The project area and any facilities located thereon shall not be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
  13. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:



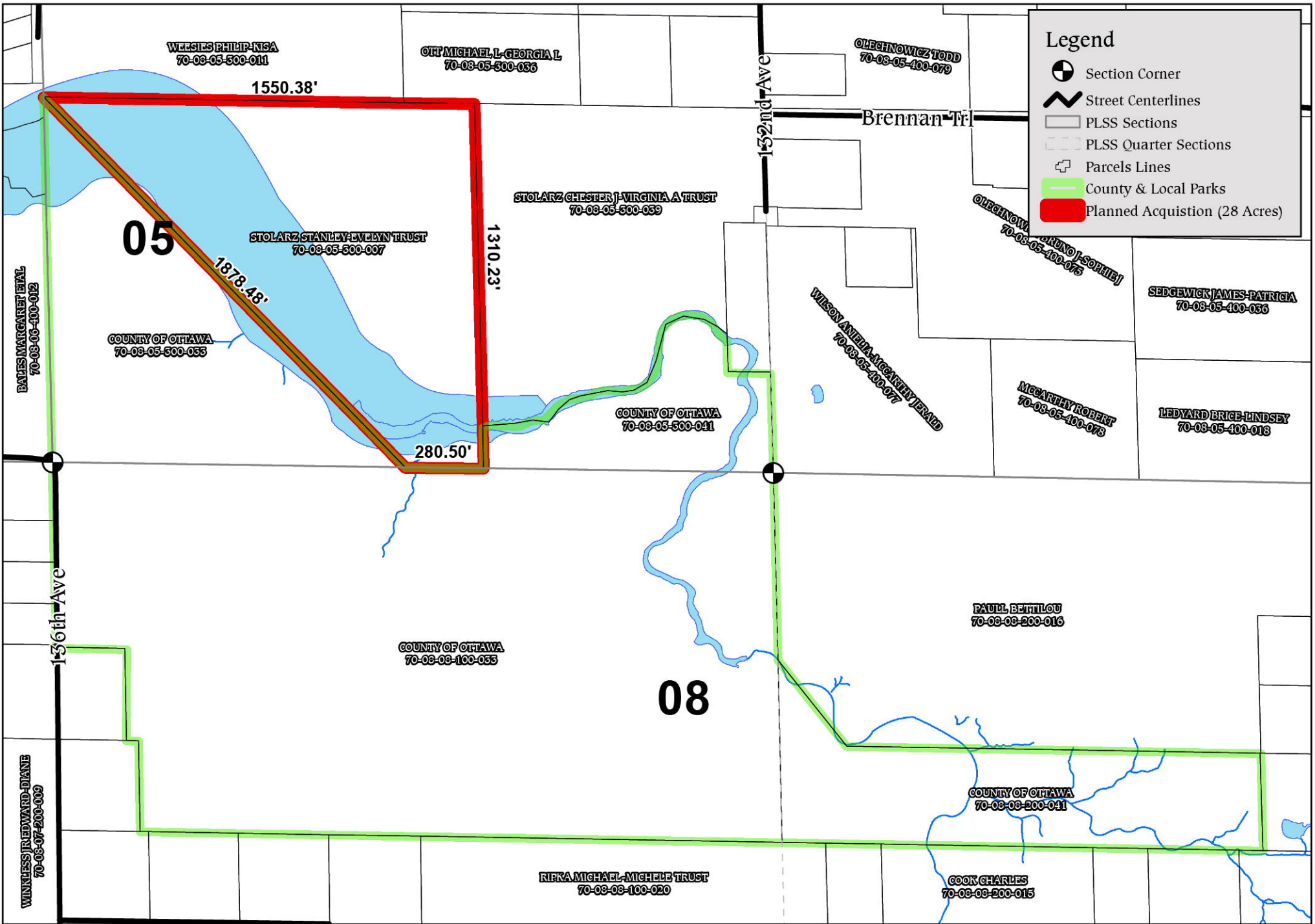
- a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
14. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands affected with outdoor recreation properties of equal or greater market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
15. The GRANTEE acknowledges that:
- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE to make the property safe for public use no later than 90 days after the date of acquisition; and
  - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area is solely that of the GRANTEE; and
  - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in acquiring the premises.
  - d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.
16. Before the DEPARTMENT will give approval to make a written offer to purchase the property included in this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
- or
- b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.



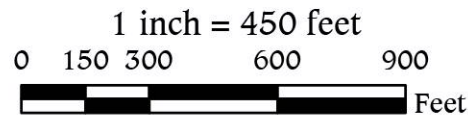
19. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate , maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
20. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises , the project area and the facilities thereon.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, may:
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, the Land and Water Conservation Fund and the Recreation Passport Grant Program ; and/or
  - d. Require repayment of grant funds already paid to GRANTEE; and/or
  - e. Seek specific performance of the Agreement terms.
24. This Agreement may be canceled by the DEPARTMENT , upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
25. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation , protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final audit reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final audit reimbursement has been made shall be the specific performance of this Agreement.
26. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
27. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
28. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.





# STEARNS CREEK EXPANSION PROJECT BOUNDARY MAP



Ottawa County Parks & Recreation Commission





I, JUSTIN F. ROEBUCK, Clerk/Register, of the County of Ottawa, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which resolution was adopted by the County of Ottawa at a meeting held June 22, 2021.

\_\_\_\_\_  
Signature

Ottawa County Clerk/Register  
Title

June 22, 2021  
Date

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Roger A. Bergman  
Chairman, Ottawa County  
Board of Commissioners

\_\_\_\_\_  
JUSTIN F. ROEBUCK  
Ottawa County Clerk/Register



# Action Request

Electronic Submission – Contract # 1236



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 6/22/2021**

**Vendor/3<sup>rd</sup> Party: CATHLEEN FRETT**

**Requesting Department: PARKS AND RECREATION**

**Submitted By: JASON SHAMBLIN**

**Agenda Item: IDEMA EXPLORERS TRAIL STEARNS BAYOU CONNECTOR FRETT EASEMENT**

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the purchase agreement for the Frett easement as required for construction of the Grand River Greenway Idema Explorers Trail in the amount of \$1,934.40 from the Parks Millage.

## Summary of Request:

Ottawa County Parks has been planning and developing portions of the Idema Explores Trail for over a decade. The Stearns Bayou Connector Segment is a particularly important portion of the system as it will provide the last major link to connect the non-motorized facilities built as part of the M-231 bridge to the Grand Haven area.

## Financial Information:

Total Cost: \$1,934.40

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

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

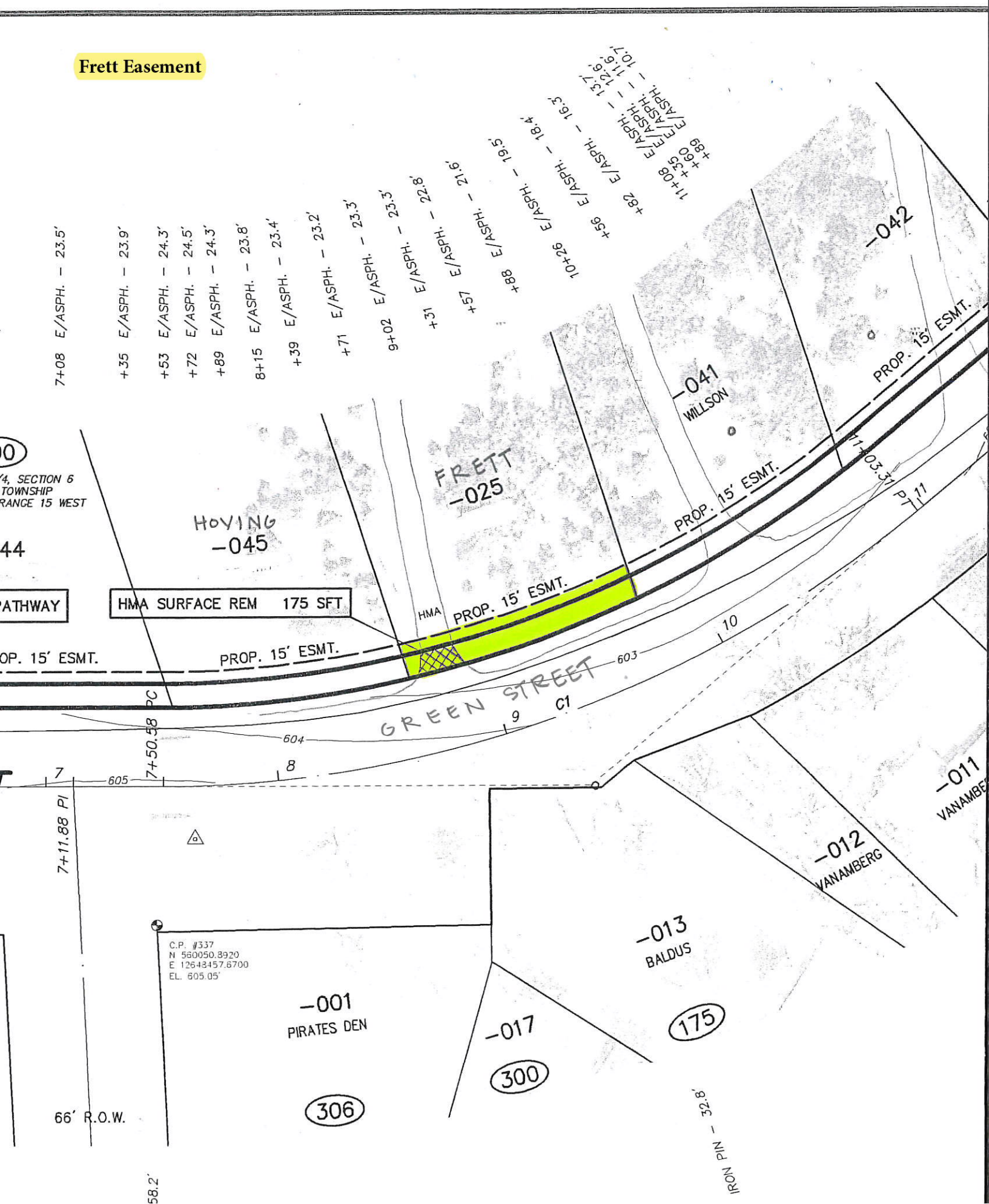
Objective:

## Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: PLANNING AND POLICY: 6/15/2021

**Frett Easement**



7+08 E/ASPH. - 23.5'  
 +35 E/ASPH. - 23.9'  
 +53 E/ASPH. - 24.3'  
 +72 E/ASPH. - 24.5'  
 +89 E/ASPH. - 24.3'  
 8+15 E/ASPH. - 23.8'  
 +39 E/ASPH. - 23.4'  
 +71 E/ASPH. - 23.2'  
 9+02 E/ASPH. - 23.3'  
 +31 E/ASPH. - 22.8'  
 +57 E/ASPH. - 21.6'  
 +88 E/ASPH. - 19.5'  
 10+26 E/ASPH. - 18.4'  
 +56 E/ASPH. - 16.3'  
 +82 E/ASPH. - 12.7'  
 11+08 E/ASPH. - 12.6'  
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1/4, SECTION 6  
 TOWNSHIP  
 RANGE 15 WEST

HOVING  
 -045

FRETT  
 -025

-041  
 WILSON

-042

HMA SURFACE REM 175 SFT

GREEN STREET

-001  
 PIRATES DEN

-013  
 BALDUS

-012  
 VANAMBERG

-011  
 VANAMBERG

66' R.O.W.

C.P. #337  
 N 560050.8920  
 E 12643457.6700  
 EL. 605.05'

(306)

(300)

(175)

8'-2.3' - 32.3' - 11.1' N.101°E

58.2'



**BICYCLE PATH AND WALKWAY EASEMENT**

**Parcel No. 70-08-06-100-025  
Green Street - Stearns Connector  
(between 144th Ave. and 128th Ave.)  
Non-Motorized Trail Project  
(Robinson Township)**

**THIS INDENTURE** made and entered into this 7<sup>th</sup> day of May, 2021, by and between **CATHLEEN L. FRETT**, as **TRUSTEE OF THE CATHLEEN L. FRETT TRUST**, dated **October 7, 1996**, of 14309 Green Street, Grand Haven, Michigan 49417, hereinafter "Grantor," and the **COUNTY OF OTTAWA**, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"

**BACKGROUND:**

For and in consideration of One Thousand Nine Hundred Thirty-Four and 40/100 (\$1,934.40) Dollars, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Robinson, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

**Fee Description:** Part of the Northwest fractional one-quarter (NW frl. 1/4) of Section 6, Town 7 North, Range 15 West, described as: Commencing 772.17 feet East of the West one-quarter (W 1/4) corner of said Section; thence East along the East and West one-quarter (E & W 1/4) line, 64.19 feet; thence North 50 degrees East 42.06 feet; thence North 18 degrees 30 minutes 00 seconds West to the waters of Stearns Bayou; thence Southwesterly along the water's edge to a point North 18 degrees 30 minutes 00 seconds West of beginning; thence South 18 degrees 30 minutes 00 seconds East to the place of beginning. Except part of the Northwest fractional one-quarter (NW frl. 1/4) of Section 6, Town 7 North, Range 15 West, described as: Commencing 652.30 feet East and 33.00 feet North of the West one-quarter (W 1/4) corner of said Section and running thence East 175.00 feet; thence North 50 degrees East 175.00 feet; thence South 50 degrees West 0.00 feet to the right on a 12 degree 00 minute curve 333.30 feet to the place of beginning.

**IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:**

**Easement Description:** The Southerly 15.00 feet of the above-described Fee Description, adjoining the Northerly line of Green Street as located, and as shown on the attached Easement Sketch.

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Walkway (including sidewalks, and boardwalks, at the election of the County) which may run over and across the above-described Easement, all hereinafter collectively sometimes referred to as the "Bicycle Path and Walkway Easement."

The Easement shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Bicycle Path and Walkway as is required for the construction, installation, maintenance, repair, upkeep, replacement, reinstallation, operation and inspection of the Bicycle Path and Walkway, together with the right to install signs on the adjacent land as to the use by the public.

**TO HAVE AND TO HOLD** the Bicycle Path and Walkway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER.**

The Grantor warrants that they have the right and authority to grant this Easement as above-described and own the lands covered by the Easement.

The Easement shall include, but not be limited to, the right to enter upon the Easement at any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstallation and inspection of its Bicycle Path and Walkway, together with the right to excavate a foundation for the location of such Bicycle Path and Walkway. The Easement shall further include the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Easement which may interfere with the location, construction, maintenance, repair or upkeep of such Bicycle Path and Walkway. The County, as a consideration for our granting the right to construct and install such Bicycle Path and Walkway, shall be obligated to fill and grade to ground level the areas adjoining the Bicycle Path and Walkway and shall also be obligated to restore to their former condition, insofar as is reasonable, the drives, parking areas, shrubs and/or grass along side such Bicycle Path and Walkway. The County further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of maintenance, repair, upkeep, replacement, construction or reinstallation of such Bicycle Path and Walkway.

The removal or demolition of any existing buildings, structures or fences required for the reasonable exercise of the foregoing powers shall be removed or demolished at the County's expense.

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, upkeep, maintenance or presence of the Bicycle Path and Walkway over and across the piece or parcel of land of Grantor, except for the negligence or intentional acts of the Grantor, their heirs, representatives, successors or assigns. The Grantor further agrees that they will not construct a building, structure or improvement on such Easement without first obtaining the written consent of the County, or impede the access or use of anyone on the Bicycle Path and Walkway, and this conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except as above provided.





1/4 SECTION 6  
TOWNSHIP  
RANGE 15 WEST

44

PATHWAY

HMA SURFACE REM 175 SFT.

OP. 15' ESMT.

PROP. 15' ESMT.

HMA  
PROP. 15' ESMT.

GREEN STREET

PROP. 15' ESMT.

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C.P. #337  
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PIRATES DEN

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(300)

-013  
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VANAMBERG

-011  
VANAMBERG

FRETT  
-025

-041  
WILSON

-042

7+08 E/ASPH. - 23.5'

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8+15 E/ASPH. - 23.8'

+39 E/ASPH. - 23.4'

+71 E/ASPH. - 23.2'

9+02 E/ASPH. - 23.3'

13+ E/ASPH. - 23.3'

15+ E/ASPH. - 21.6'

+88 E/ASPH. - 19.5'

10+26 E/ASPH. - 19.4'

+56 E/ASPH. - 18.3'

+82 E/ASPH. - 13.7'

+60 E/ASPH. - 11.6'

+98 E/ASPH. - 10.7'

66' R.O.W.

58.2'

9'-2.35' FROM N.P.



**STATEMENT OF JUST COMPENSATION**

**TO: CATHLEEN L. FRETT, as TRUSTEE  
OF THE CATHLEEN L. FRETT TRUST,  
dated October 7, 1996  
14309 Green Street  
Grand Haven MI 49417**

**["Interested Person(s)"]**

**THIS STATEMENT OF JUST COMPENSATION** is based on the Fair Market Value of the interest in real property, hereinafter described, obtained by the **County of Ottawa, a body corporate, as authorized by the Constitution of the State of Michigan, acting by and through its Parks & Recreation Commission** (the Grantee), for the **Green Street - Stearns Connector Non-Motorized Trail Project between 144th Avenue and 128th Avenue in Robinson Township**. This Statement is not less than the appraised value of the interest in the property acquired, and this Statement disregards any decrease or increase of the Fair Market Value of the property caused by the Project. It has been determined that there is no damage to any remaining real property. There are no buildings, structures or other improvements, including fixtures, removable building equipment and trade fixtures which are considered to be part of the real property interest for which the Offer of Just Compensation is made, as follows:

**Real Property:** Part of the Northwest fractional one-quarter (NW frl. 1/4) of Section 6, Town 7 North, Range 15 West, described as: Commencing 772.17 feet East of the West one-quarter (W 1/4) corner of said Section; thence East along the East and West one-quarter (E & W 1/4) line, 64.19 feet; thence North 50 degrees East 42.06 feet; thence North 18 degrees 30 minutes 00 seconds West to the waters of Stearns Bayou; thence Southwesterly along the water's edge to a point North 18 degrees 30 minutes 00 seconds West of beginning; thence South 18 degrees 30 minutes 00 seconds East to the place of beginning. Except part of the Northwest fractional one-quarter (NW frl. 1/4) of Section 6, Town 7 North, Range 15 West, described as: Commencing 652.30 feet East and 33.00 feet North of the West one-quarter (W 1/4) corner of said Section and running thence East 175.00 feet; thence North 50 degrees East 175.00 feet; thence South 50 degrees West 0.00 feet to the right on a 12 degree 00 minute curve 333.30 feet to the place of beginning.

**Interest Obtained:** Bicycle Path and Walkway Easement ("Easement") for a non-motorized trail.

**Description of Property:** The Southerly 15.00 feet of the above-described Real Property Description, adjoining the Northerly line of Green Street as located, and as shown on the attached Easement Sketch.

**Interested Person(s):** Cathleen L. Frett, as Trustee of the Cathleen L. Frett Trust, dated October 7, 1996.

**Apportionment of Just Compensation:** One hundred (100%) percent to Interested Person(s).

**Appraised Fair Market Value:** For the sum of One Thousand Nine Hundred Thirty-Four and 40/100 (\$1,934.40) Dollars, the Interested Person grants to the Grantee the Easement over Parcel No. 70-08-06-100-025.

COUNTY OF OTTAWA  
a body corporate

By: Curtis Ter Haar  
Its: Coord. of Planning

- Authorized Valuation Declarant on behalf of the  
Parks & Recreation Commission -

**THE UNDERSIGNED** acknowledges receipt of the foregoing Statement of Just Compensation and understands their rights and hereby waives their rights under Public Law 91-646, and agrees to grant the interest requested on the terms proposed, even if a Donation of such interest.

This waiver includes a waiver of any appraisal of our property, including accompanying an appraiser inspecting our property. This waiver and the execution of the Bicycle Path and Walkway Easement is made without undue influence or coercive action of any nature by anyone involved in this Project. We understand that we could request an appraisal of our property and have the right to receive Just Compensation for the granting of the interest being requested by the party receiving the Easement.

Dated this 7<sup>th</sup> day of May, 2021.

Cathleen L. Frett  
Cathleen L. Frett, as Trustee of the Cathleen L. Frett  
Trust, dated October 7, 1996



SECTION 6  
TOWNSHIP  
RANGE 15 WEST

44

PATHWAY

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15+ E/ASPH. - 21.6'

+88 E/ASPH. - 19.5'

10+26 E/ASPH. - 18.4'

+56 E/ASPH. - 18.3'

+82 E/ASPH. - 13.7'

11+08 E/ASPH. - 11.6'

+89 E/ASPH. - 10.7'

+88 E/ASPH. - 10.7'

+89 E/ASPH. - 10.7'

HOVING  
-045

FRETT  
-025

-041  
WILSON

-042

## CERTIFICATE OF TRUST

**CATHLEEN L. FRETT**, being first duly sworn, depose and say as follows:

1. I am the Grantor and current Trustee of the **Cathleen L. Frett Trust** established under written Trust Agreement dated October 7, 1996 (the "Trust").

2. My mailing address is 14309 Green Street, Grand Haven, Michigan 49417

3. The real property affected by this Certificate is located in the **Township of Robinson, County of Ottawa and State of Michigan**, and described specifically as follows:

Part of the Northwest fractional one-quarter (NW frl. 1/4) of Section 6, Town 7 North, Range 15 West, described as: Commencing 772.17 feet East of the West one-quarter (W 1/4) corner of said Section; thence East along the East and West one-quarter (E & W 1/4) line, 64.19 feet; thence North 50 degrees East 42.06 feet; thence North 18 degrees 30 minutes 00 seconds West to the waters of Stearns Bayou; thence Southwesterly along the water's edge to a point North 18 degrees 30 minutes 00 seconds West of beginning; thence South 18 degrees 30 minutes 00 seconds East to the place of beginning. Except part of the Northwest fractional one-quarter (NW frl. 1/4) of Section 6, Town 7 North, Range 15 West, described as: Commencing 652.30 feet East and 33.00 feet North of the West one-quarter (W 1/4) corner of said Section and running thence East 175.00 feet; thence North 50 degrees East 175.00 feet; thence South 50 degrees West 0.00 feet to the right on a 12 degree 00 minute curve 333.30 feet to the place of beginning.

(Tax Parcel No. 70-08-06-100-025, commonly known as 14309 Green Street, Grand Haven, Michigan.)

4. I certify that I have the power and authority to grant Easements (including Water Line, Water Main, Sewer Line, Utility Line, and Bicycle Path and Walkway Easements) over the above-described premises pursuant to the provisions of the Trust.

5. I certify that the Trust referred to above remains in full force and effect, and has not been revoked, modified, or amended in any manner that would cause the representations included in this Certificate to be incorrect.

6. The Trust is governed under Michigan law.





# Action Request



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	06/22/2021
<b>Requesting Department:</b>	Corporation Counsel
<b>Submitted By:</b>	Doug Van Essen
<b>Agenda Item:</b>	Purchase of Reenders' 66-acre parcel on 128th Avenue in Olive Township

### Suggested Motion:

To accept [or reject] the purchase price of \$700,000.00 for Reenders' 66-acre parcel on 128th Avenue in Olive Township.

### Summary of Request:

The County and Reenders entered into a buy/sell agreement that called for an appraisal to establish the purchase price. Either party has 90 days from the release of the appraisal (May 18, 2021) to cancel the agreement. If neither does, then the appraised price is the purchase price. The appraised price is \$700,000.00. We recommend that the Board of Commissioners makes a decision within 90 days as to whether or not it wishes to proceed with the purchase of this property.

### Financial Information:

Total Cost: \$700,000.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

If the Board chooses to approve this, a budget adjustment to fund the purchase from internal service fund contributed capital

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

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 06/15/2021

Planning and Policy Committee



Scholten Fant  
Attorneys

*Over 50 Years of Service*

Thomas M. Boven • tboven@scholtenfant.com • 616.842.3030 • Fax 616.846.6621  
100 North Third Street, P.O. Box 454, Grand Haven, MI 49417  
www.scholtenfant.com

May 18, 2021

Mr. Michael Reenders  
Reenders Blueberry Farms, LLC  
14560 Indian Trails Drive  
Grand Haven, Michigan 49417

Mr. Bruce Reenders  
Reenders Blueberry Farms, LLC  
15037 Groesbeck Street  
Grand Haven, Michigan 49417

Mr. Douglas Van Essen  
Corporate Counsel  
County of Ottawa  
12220 Fillmore Street  
West Olive, Michigan 49460

Re: Appraisal - 128th Avenue Property (66 acres)  
Olive Township

Gentlemen:

Enclosed is the Appraisal Report prepared by Marc DeHollander of Fast Track Appraisals, Inc. for the 66 acre parcel of land on 128th Avenue in Olive Township. You each agreed that Mr. DeHollander could prepare the Appraisal Report pursuant to the Purchase Agreement between you to determine the Appraised FMV of the property for a Purchase Price.

The Report appears to have been prepared in accordance with our request to the Appraiser utilizing Uniform Standards of Professional Appraisal Practice (USPAP) to arrive at a Fair Market Value estimate for the subject property.

The conclusion of the Appraisal is as stated on Page 5 with noted comments on Page 13. Pages 19, 20 and 21 identify the site and the various factors for this site. The highest and best use analysis appears on Pages 22 and 23.

The Appraiser utilized four comparable land sales which were situated South of Lake Michigan Drive, West of 120th Avenue, and North of Port Sheldon Street. The comparable land sales utilized to appraise the subject property appear on Pages 25 through 36 of the Appraisal Report. The Addendum beginning at Page 37 in the Report provide supporting data and information.



Mr. Michael Reenders  
Mr. Bruce Reenders  
Mr. Douglas Van Essen  
Page 2  
May 18, 2021

For your benefit, I reviewed the Appraisal Report. If there are any questions or comments you might have that require clarification, please let me know. If I can respond, I will, otherwise we can forward the inquiries to Mr. DeHollander.

Pursuant to Paragraph 2 in the Purchase Agreement, the FMV has been as stated by the Appraisal. The Purchase Agreement states in Paragraph 2 “. . . The Appraiser shall cause the Appraisal to be served on each of the parties at the addresses provided in paragraph 17 . . .” “Each party shall have up to ninety (90) days to advise the other of their intent to cancel this Agreement in its sole discretion. If the ninety (90) days passes without a notice of termination or if the parties affirm their commitment to the Agreement with the Appraised Price as the Purchase Price, the parties will proceed to close the transaction within forty-five (45) days of that date, whichever is earlier. . . .”

For our purposes, we recommend that the date of May 20, 2021, be used as the date of initiating the ninety (90) day period of either party notifying the other of its cancellation of the Sale and Purchase Agreement.

You, as the parties to this transaction, are certainly capable of discussing with each other the comments of the Appraiser, and also discussing matters between yourselves that might result in the completion of a closing with the Appraised FMV as the Purchase Price, or upon another mutually agreed to arrangement. That, however, should be represented by an Addendum to the Sale and Purchase Agreement and be signed by both parties to the transaction.

As provided in Paragraph 17 of the Sale and Purchase Agreement, we are sending a copy of this transmittal letter and the Appraisal Report to Jason D. Shamblin, Director of the Ottawa County Parks & Recreation Commission.

As we agreed when this matter was committed to a Sale and Purchase Agreement by each of you, I can act as an intermediary and transmit information but do not choose to engage in any negotiations on behalf of either of you, other than to cover, if requested, the terms of the Agreement so that there is no ambiguity as to proceeding with those terms.

If we do not hear from both parties as to what you would like to do with respect to proceeding in this matter within sixty (60) days (mid-July), we will send a reminder notice to you simply inquiring as to how matters are proceeding with your review of the Appraisal and the Sale and Purchase Agreement.

Mr. Michael Reenders  
Mr. Bruce Reenders  
Mr. Douglas Van Essen  
Page 3  
May 18, 2021

Thank you for your anticipated attention to this correspondence and the Appraisal.

Very truly yours,

SCHOLTEN FANT



Thomas M. Boven

TMB:jrf  
Enclosure

c: Mr. Jason D. Shamblin, Director  
Ottawa County Parks & Recreation  
Commission



May 11, 2021

Attn: Mr. Thomas Boven  
Scholten Fant Attorneys  
100 North Third Street  
PO Box 454  
Grand Haven, MI 49417

RE: Appraisal of vacant land located at:  
0 128th Avenue, Olive Township, Ottawa County, MI

Dear Mr. Boven:

In accordance with your request, attached is my appraisal report for the above referenced property. I have personally inspected the property, gathered the necessary data and performed analyses on that data in order to formulate an estimate of value for the subject property.

This appraisal was completed in accordance with my best understanding of Federal Institutions Reform, Recovery and Enforcement Act (FIRREA) regulations and the Uniform Standards of Professional Appraisal Practice (USPAP) regulations. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

This appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it presents a summary discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The intended use of this appraisal is to assist the client, Scholten Fant Attorneys, in formulating decisions regarding negotiating a sale price for the possible sale of the subject property. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated. The appraiser is not responsible for unauthorized use of this report.

The type of value estimated is market value of the fee simple estate, as defined in this report, as of April 29, 2021. Marketing and exposure times are estimated at 3 months. The subject is legally described in the ensuing report.

May 11, 2021

Page 2

Briefly, the site is a mostly rectangular, level parcel having  $\pm 66.49$  gross acres (63.875 net acres) acres, of total area with frontage on three streets. It is partially wooded. No building improvements are present. It is zoned Rural Residential. Surrounding properties include a County Park, single family dwellings, and vacant farmland.

The accompanying report, which comprises 36 pages not including exhibits and Addenda, describes the appropriate approaches to value and the conclusions derived via application of the following analysis. Please note the Assumptions and Contingent Conditions on Pages 7 through 8. It should be noted that the value conclusions do not include personal property used in its business operations.

Based on my investigation and analysis of the data gathered with respect to this assignment, it is my carefully considered opinion the estimated market value "as is" of the fee simple interest in the subject, as of April 29, 2021 is:

**Seven Hundred Thousand Dollars**  
**(\$700,000)**

Thank you for the opportunity to be of service in this matter. If you have any questions regarding the method of appraisal, the value concepts, or the indicated value, please contact me at your convenience.

Respectfully submitted,  
Fast Track Appraisals, Inc.



Marc DeHollander  
MI Certified General Appraiser  
MI Lic. No. 1201006754



# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 06/22/2021

**Requesting Department:** Fiscal Services

**Submitted By:** Karen Karasinski

**Agenda Item:** 2021 Budget Adjustments

## Suggested Motion:

To approve the 2021 budget adjustments per the attached schedule.

## Summary of Request:

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

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

Compliance with the Ottawa County Operating Budget Policy.

## Financial Information:

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

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

## Action is Related to Strategic Plan:

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

## Objective:

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

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

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

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 06/15/2021

Finance and Administration Committee

Fund	Department	Explanation	Revenue	Expense
07-421	General Fund	Emergency Services Transfers In	\$ 14,167.00	\$ 14,167.00
07-1240	Governmental Grants	CAA	\$ 110,000	\$ 110,000
08-1165	Capital Project Fund	Facilities	Defund Jail HVAC project	\$ (49,500)
09-20	General Fund	Facilities Transfers In	\$ 4,500	\$ 4,500
09-519	General Fund	Facilities	\$ 7,665	\$ 7,665

# Action Request



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	06/22/2021
<b>Requesting Department:</b>	Equalization
<b>Submitted By:</b>	Regina MacMillan
<b>Agenda Item:</b>	2021 Summer Apportionment Report

**Suggested Motion:**

To approve the 2021 Summer Apportionment Report.

**Summary of Request:**

Every Fall, the Equalization Department prepares an Apportionment Report to be received by the Finance and Administration Committee and then approved by the Board of Commissioners. Beginning in 2013, local units are allowed to levy winter taxes on the summer tax bill for those parcels where the winter taxes (excluding an administration fee) are \$100 or less. Four local units have met the requirements of PA 184 & PA 185 of 2012. The act requires that the County Board authorize any millages that were previously levied in the winter and will now be levied in the summer. This includes the County E-911, County Parks, County Road Improvements, Community Mental Health, Zeeland Public Schools and the Loutit Library debt millage.

**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 G. Vankuberg*

Committee/Governing/Advisory Board Approval Date: 06/15/2021 Finance and Administration Committee

PA 184 & 185 of 2012 allow for the collection of winter millages on the summer tax bill where the total amount of the winter bill, excluding an administration fee, would total \$100 or less.

For this to happen:

Resolutions authorizing the summer collection were approved by the County Board of Commissioners, the local tax collecting units-which are Grand Haven City, Holland City, Hudsonville City, and Zeeland City, and the County fixed allocated millage.

Each of the four local units gave notice of the accelerated collection to all owners of property on their tax rolls.

The act requires that the county board authorize any millages that were previously levied and collected in the winter and will now be collected in the summer. The millages that are affected are the County E-911, County Parks, County Road Improvement, Community Mental Health, Zeeland Public Schools, and the Loutit Library debt mills.

We ask that this action take place after the board approves the 2021 County millages at the June 8th meeting. In your packet are draft tax rate request forms. We won't have signed forms for the county rates until the board meeting on June 8th. If something changes we will have to change the forms.



Statement Showing Mills Apportioned by the County Board of Commissioners  
of the County of OTTAWA for the Year 2021

(A) County Name	(B) Taxable Value *	(C) County Allocated Rate / SET	(D) Est. County Allocated / SET Tax Dollars	(E) Total County Extra Voted Operating Rate	(F) Est. County EV Oper. Tax Dollars	(G) Total County Debt Rate	(H) Est. County Debt Tax Dollars	(I) Total Est. County Tax Dollars	(BB) Total Ren Zone Taxable Value
OTTAWA COUNTY	13,008,170,733.00	3.9000	\$ 50,731,865.86	1.5156	\$ 19,715,183.56	0.0000	\$ -	\$ 70,447,049.42	20,656,568
STATE ED. TAX**	12,799,550,640.00	6.0000	\$ 76,797,303.84	0.0000	\$ -	0.0000	\$ -	\$ 76,797,303.84	20,656,568

\* Sections (B) and (K) Exclude Renaissance Zone Taxable Value Section (B) Taxable Value for SET also excludes the Industrial Personal class of Property

(J) Local Unit Name Townships Cities Villages Listed Alphabetically	(K) Taxable Value	(L) Total Allocated / Charter Rate	(M) Est. Local Allocated / Charter Tax Dollars	(N) Total Other Extra Voted / General Law Operating Rate	(O) Est. Local EV / GL Oper. Tax Dollars	(P) Total Debt Rate	(Q) Est. Local Debt Tax Dollars	(R) Total Est. Local Tax Dollars	(KK) Total Ren Zone Taxable Value
Allendale									
Blendon									
Chester									
Crockery									
Georgetown									
Grand Haven									
**Grand Haven PA 425									
*Holland									
Jamestown									
Olive									
Park									
Polkton									
Port Sheldon									
Robinson									
* Spring Lake									
Tallmadge									
Wright									
Zeeland									
Ferrysburg									
Grand Haven									
* Holland									
Hudsonville									
* Zeeland									
* Coopersville									
	0		\$ -		\$ -		\$ -	\$ -	0

* Spring Lake Village									0
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\* These units have Senior/Disabled housing properties with a frozen taxable value, taxed at a frozen rate. For purposes of estimating overall taxes, they are computed here and by the State using the normal millage rates.

\*\* Per Act 425 Agreement 70-03-33-100-076 and related personal property parcels are assessed on Grand Haven Townships roll, but taxed at Grand Haven City's millage rate.

Local Units have been audited and are in compliance with Article IX, Section 6 of the Michigan Constitution.

Statement Showing Mills Apportioned by the County Board of Commissioners  
of the County of OTTAWA for the Year 2021

(A) Local K12 School District Name	(B) Total Taxable Value*	(C) Total NonHomestead Taxable Value*	(D) Total Commercial Personal Taxable Value*	(E) HH / Supplemental Rate	(F) Est. HH / Supplemental Tax Dollars	(G) Non Homestead Operating Rate	(H) Est. NH Operating Tax Dollars	(I) Total Debt / Sinking Fund / Bldg Site Rate	(J) Est. Debt / Sinking Fund / Bldg Site Tax Dollars	(K) Total Recreational Rate	(L) Est. Recreational Tax Dollars	(M) Total Est. Local K12 School Tax Dollars	(BB) Total RenZone Taxable Value	Non Homestead Comm.Pers. Operating Rate
* Sections (B), (C) and (D) Exclude Renaissance Zone Taxable Value														
ALLENDALE PUBLIC SCHOOL DIST														
*COOPERSVILLE PUBLIC SCH DIST														
FRUITPORT COMMUNITY SCHOOLS														
GRAND HAVEN CITY SCHOOL DIST														
GRANDVILLE PUBLIC SCHOOLS														
*HOLLAND CITY SCHOOL DISTRICT														
HUDSONVILLE PUBLIC SCH DIST														
JENISON PUBLIC SCHOOLS														
KENOWA HILLS PUBLIC SCHOOLS														
KENT CITY COMMUNITY SCHOOLS														
RAVENNA PUBLIC SCHOOLS														
SPARTA AREA SCHOOLS														
*SPRING LAKE PUBLIC SCH DIST														
*WEST OTTAWA PUBLIC SCH DIST														
*ZEELAND PUBLIC SCHOOLS	1,627,921,854	505,819,759	21,675,200	0.0000	\$ -	18.0000	\$ 9,234,806.86	8.4343	\$ 13,730,381.29	0.3936	640,750.04	\$ 23,605,938.19	0	6.0000

\* These units have Senior/Disabled housing properties with a frozen taxable value, taxed at a frozen rate. For purposes of estimating overall taxes, they are computed here and by the State using the normal millage rates.

**Statement Showing Mills Apportioned by the County Board of Commissioners  
of the County of OTTAWA for the Year 2021**

(A) Community College Name	(B) Taxable Value	(C) Total Operating Rate	(D) Est. Community College Oper. Tax Dollars	(E) Total Debt Rate	(F) Est. Community College Debt Tax Dollars	(G) Est. Total Community College Tax Dollars	(BB) Total RenZone Taxable Value

Intermediate School	Taxable Value	ISD	Est. ISD	ISD Total	Est. ISD EV	ISD Total Debt	Est. ISD Debt	Est. Total ISD	Total

\* These units have Senior/Disabled housing properties with a frozen taxable value, taxed at a frozen rate. For purposes of estimating overall taxes, they are computed here and by the State using the normal millage rates.

Statement Showing Mills Apportioned by the County Board of Commissioners  
of the County of OTTAWA for the Year 2021

(A) Authority (Dist. Libraries, DDAs, Transit, Metro, Fire, etc.)	(B) Taxable Value	(C) Total Operating Rate	(D) Est. Authority Oper. Tax Dollars	(E) Total Debt Rate	(F) Est. Authority Debt Tax Dollars	(G) Est. Total Authority Tax Dollars	(BB) Total RenZone Taxable Value
LIBRARY - LOUTIT DIST.	2,323,300,658.00	0.9613	2,233,388.92	0.1150	267,179.58	2,500,568.50	0.00

\* These units have Senior/Disabled housing properties with a frozen taxable value, taxed at a frozen rate. For purposes of estimating overall taxes, they are computed here and by the State using the normal millage rates.



**2021 Tax Rate Request** (This form must be completed and submitted on or before September 30, 2021)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes <b>County of Ottawa</b>	2021 Taxable Value of ALL Properties in the Unit as of 5-24-2021 <b>\$13,028,827,301</b>
Local Government Unit Requesting Millage Levy <b>County of Ottawa</b>	For LOCAL School Districts: 2021 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.


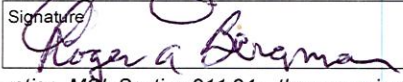
This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2021 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2021 Current Year "Headlee" Millage Reduction Fraction	(7) 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
ALLOC	OPERATING	11/06/18	4.4400	4.3814	0.9896	4.3358	1.0000	4.3358	3.9000		12/31/28
VOTED	E-911	08/05/08	0.4400	0.4288	0.9896	0.4243	1.0000	0.4243		0.4243	12/31/28
VOTED	PARKS	08/02/16	0.3300	0.3233	0.9896	0.3199	1.0000	0.3199		0.3199	12/31/26
VOTED	ROAD IMPROVEMENT	11/04/14	0.5000	0.4873	0.9896	0.4822	1.0000	0.4822		0.4822	12/31/24
VOTED	COMMUNITY MENTAL HEALTH	03/08/16	0.3000	0.2923	0.9896	0.2892	1.0000	0.2892		0.2892	12/31/25

Prepared by <b>Karen Karasinski</b>	Telephone Number <b>(616) 738-4849</b>	Title of Preparer <b>Fiscal Services Director</b>	Date <b>06/08/2021</b>
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**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

**Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2021 for instructions on completing this section.**

<input checked="" type="checkbox"/> Clerk	Signature 	Print Name <b>Justin Roebuck</b>	Date <b>06/08/2021</b>
<input type="checkbox"/> Secretary			
<input checked="" type="checkbox"/> Chairperson	Signature 	Print Name <b>Roger A. Bergman</b>	Date <b>06/08/2021</b>
<input type="checkbox"/> President			

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

\*\* **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

**2021 Tax Rate Request** (This form must be completed and submitted on or before September 30, 2021)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes <b>Ottawa County</b>	2021 Taxable Value of ALL Properties in the Unit as of 5-24-2021 <b>2,323,300,658</b>
Local Government Unit Requesting Millage Levy <b>Loutit District Library</b>	For LOCAL School Districts: 2021 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2021 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5)** 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2021 Current Year "Headlee" Millage Reduction Fraction	(7) 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
<b>To be levied in the City of Grand Haven and City of Ferrysburg</b>											
VOTE	OPERATING	4/18/00	1.0000	.9654	.9958	.9613	N/A	.9613	.9613		NONE
<b>To be levied in Grand Haven Township, Robinson Township, and Port Sheldon Township</b>											
VOTE	OPERATING	4/18/00	1.0000	.9654	.9958	.9613	N/A	.9613		.9613	NONE
VOTE	DEBT	5/8/2007	N/A	N/A	N/A	N/A	N/A	N/A		.1150	12/31/26

Prepared by <b>JOHN MARTIN</b>	Telephone Number <b>(616) 850-6912</b>	Title of Preparer <b>LIBRARY DIRECTOR</b>	Date <b>06/01/2021</b>
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**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

**Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2021 for instructions on completing this section.**

<input type="checkbox"/> Clerk	Signature <i>Mary Jane Belter</i>	Print Name <b>MARY JANE BELTER</b>	Date <b>06/01/2021</b>
<input checked="" type="checkbox"/> Secretary	Signature <i>[Signature]</i>	Print Name <b>DAVE DE YOUNG</b>	Date <b>06/01/2021</b>

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

\*\* **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

**2021 Tax Rate Request** (This form must be completed and submitted on or before September 30, 2021)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes <b>Ottawa</b>	2021 Taxable Value of ALL Properties in the Unit as of 5-24-2021 <b>1,684,687,847</b>
Local Government Unit Requesting Millage Levy <b>Zeeland Public Schools</b>	For LOCAL School Districts: 2021 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. <b>395,775,075</b>

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2021 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2021 Current Year "Headlee" Millage Reduction Fraction	(7) 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Voted	Oper-Non Homestead	8/4/2020	18.7760	18.7760	0.9825	18.4474	N/A	18.0000	9.0000	9.0000	12/31/21
Voted	Oper-Pub Rec All	5/7/2013	0.4000	0.3973	0.9908	0.3936	N/A	0.3936	0.1968	0.1968	12/31/22
Voted	B&S All	11/5/13	1.0000	0.9935	0.9908	0.9843	N/A	0.9843	0.4922	0.4921	12/31/23
Voted	Debt - All	various	N/A	N/A	N/A	N/A	N/A	7.4500	3.7250	3.7250	N/A
<p>4/94, 6/99, 6/01, 6/04, 5/10, 2/15, 5/21</p> <p>City of Zeeland - 100% Summer City of Holland - 100% Winter Townships - 50% summer/50% winter</p>											

Prepared by <b>Lynn VanKampen</b>	Telephone Number <b>(616) 748-3006</b>	Title of Preparer <b>CFO</b>	Date <b>05/25/2021</b>
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**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input type="checkbox"/> Clerk	Signature	Print Name	Date <b>05/25/2021</b>
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input type="checkbox"/> President			

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**\*\* IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

<b>Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2021 for instructions on completing this section.</b>	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	<b>0</b>
For Commercial Personal	<b>6.0000</b>
For all Other	<b>18.0000</b>

# Action Request

Electronic Submission – Contract # 1230



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 6/22/2021**

**Vendor/3<sup>rd</sup> Party: EMPOWER RETIREMENT/CAPTRUST**

**Requesting Department: HUMAN RESOURCES**

**Submitted By: ERIN ROTMAN**

**Agenda Item: EMPOWER RETIREMENT PLAN RESTATEMENT**

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the plan restatement for county employees' 457 accounts through Empower Retirement.

## Summary of Request:

Changes are noted at the end of the adoption agreement.

## Financial Information:

Total Cost: \$0.00

General Fund Cost: \$0.00

Included in Budget:

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

Goal 1: To Maintain and Improve the Strong Financial Position of the County. Goal 4: To Continually Improve the County's Organization and Services.

Objective:

## Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 6/15/2021



**ADOPTION AGREEMENT FOR  
ELIGIBLE GOVERNMENTAL 457 PLAN**

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. *All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. **EMPLOYER (1.11).**

Name: Ottawa County

Address: 12220 Fillmore Street

Street

West Olive Michigan 49460

City

State

Zip

Telephone: (616) 738-4800

Taxpayer Identification Number (TIN): 38-6004883

2. **PLAN NAME.**

Name: County of Ottawa Section 457 Deferred Compensation Plan

3. **PLAN YEAR (1.25).** Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every (Choose one of a. or b. and choose c. if applicable): [Note: Complete any applicable blanks under Election c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013."] ]

a.  **December 31.**

b.  **Plan Year:** ending: \_\_\_\_\_.

c.  **Short Plan Year:** commencing: \_\_\_\_\_ and ending: \_\_\_\_\_.

4. **EFFECTIVE DATE (1.08).** The Employer's adoption of the Plan is a (Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable):

a.  **New Plan.**

b.  **Restated Plan.** The Plan is a substitution and amendment of an existing 457 plan.

**Initial Effective Date of Plan**

c.  January 1, 2001 (enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)

**Restatement Effective Date** (If this is an amendment and restatement, enter effective date of the restatement.)

d.  August 1, 2021 (enter month day, year)

**Special Effective Dates:** (optional)

e.  **Describe:** \_\_\_\_\_.

5. **CONTRIBUTION TYPES.** (If this is a frozen Plan (i.e., all contributions have ceased), choose a. only):

**Frozen Plan**

a.  **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).

1. **Effective date of freeze:** \_\_\_\_\_ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.]

**Contributions.** The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (Choose one or more of b. through d. if applicable):

- b.  **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (Choose one or more as applicable):

And will Matching Contributions be made with respect to Elective Deferrals?

1.  **Yes.** See Question 16.
2.  **No.**

And will **Roth Elective Deferrals** be made?

3.  **Yes.** [Note: The Employer may not limit Deferrals to Roth Deferrals only.]
4.  **No.**

- c.  **Nonelective Contributions.** See Question 17.

- d.  **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEES (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan (Choose one of a. or b.):

- a.  **No exclusions.** All Employees are eligible to participate.
- b.  **Exclusions.** The following Employees are Excluded Employees (Choose one or more of 1. through 4.):
  1.  **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than \_\_\_\_\_ hours per week.
  2.  **Hourly-paid Employees.**
  3.  **Leased Employees.** The Plan excludes Leased Employees.
  4.  **Specify:** Seasonal, temporary, non-benefitted or similar part-time Employee

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan (Choose one of a., b. or c.):

- a.  **Participate.** Permits Independent Contractors to participate in the Plan.
- b.  **Not Participate.** Does not permit Independent Contractors to participate in the Plan.
- c.  **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate: \_\_\_\_\_

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

**Base Definition** (Choose one of a., b., c. or d.):

- a.  Wages, tips and other compensation on Form W-2.
- b.  Code §3401(a) wages (wages for withholding purposes).
- c.  415 safe harbor compensation.
- d.  Alternative (general) 415 Compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

**Modifications to Compensation definition.** The Employer elects to modify the Compensation definition as follows (Choose one of e. or f.):

- e.  **No modifications.** The Plan makes no modifications to the definition.
- f.  **Modifications** (Choose one or more of 1. through 5.):
  1.  **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.
  2.  **Elective Contributions.** [1.05(E)] The Plan excludes a Participant's Elective Contributions.



3.  **Bonuses.** The Plan excludes bonuses.
4.  **Overtime.** The Plan excludes overtime.
5.  **Specify:** \_\_\_\_\_.

**Compensation taken into account.** For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account (*Choose one of g. or h.*):

- g.  **Plan Year.** The Employee's Compensation for the entire Plan Year. (*N/A if no matching or nonelective contributions*)
  - h.  **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant. (*N/A if no matching or nonelective contributions*)
9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required (*Choose one of a. or b.*):
- a.  **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.
  - b.  **Adjustments.** The following Compensation adjustments apply (*Choose one or more*):
    1.  **Regular Pay.** Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.
    2.  **Leave-Cashouts.** Post-Severance Compensation will include Leave Cashouts and it will apply to all Contribution Types.
    3.  **Nonqualified Deferred Compensation.** Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.
    4.  **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.
    5.  **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.
    6.  **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** \_\_\_\_\_.

10. **NORMAL RETIREMENT AGE (1.20).** A Participant attains Normal Retirement Age under the Plan (*Choose one of a. or b.*):
- a.  **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. [*Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.*]
  - b.  **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than the age \_\_\_\_\_ the Participant would be eligible to receive a full and unreduced pension benefit under the Employer's pension plan, and may not be later than age 70 1/2. If the Participant is not eligible to receive benefits under the Employer's pension plan, the Participant may designate a Normal Retirement Age that is not earlier than age 65 nor later than age 70 1/2. [*Note: The age may not exceed age 70 1/2.*]

**Special Provisions for Police or Fire Department Employees** (*Choose c. and/or d. as applicable*):

- c.  **Police department employees.** [Plan Section 3.05(B)(3)] (*Choose 1. or 2.*):
  1.  **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. [*Note: The age may not exceed age 70 1/2 and may not be less than age 40.*]
  2.  **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age \_\_\_\_\_ (no earlier than age 40) and may not be later than age \_\_\_\_\_. [*Note: The age may not exceed age 70 1/2.*]
- d.  **Fire department employees.** [Plan Section 3.05(B)(3)] (*Choose 1. or 2.*):
  1.  **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. [*Note: The age may not exceed age 70 1/2 and may not be less than age 40.*]
  2.  **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age \_\_\_\_\_ (no earlier than age 40) and may not be later than age \_\_\_\_\_. [*Note: The age may not exceed age 70 1/2.*]

11. **ELIGIBILITY CONDITIONS (2.01).** (*Choose one of a. or b.*):

- a.  **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.

- b.  **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions (*Choose one or more of 1., 2. or 3.*):
1.  **Age.** Attainment of age 18.
  2.  **Service.** Service requirement (*Choose one of a. or b.*):
    - a.  **Year of Service.** One year of Continuous Service.
    - b.  **Months of Service.** \_\_\_\_\_ month(s) of Continuous Service.
  3.  **Specify:** \_\_\_\_\_.
12. **PLAN ENTRY DATE (1.24).** "Plan Entry Date" means the Effective Date and (*Choose one of a. through d.*):
- a.  **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
  - b.  **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
  - c.  **Date of hire.** The Employee's employment commencement date with the Employer.
  - d.  **Specify:** \_\_\_\_\_.
13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code (*Choose one of a. or b.*):
- a.  **No limitations.**
  - b.  **Limitations.** (*Choose one or more of 1., 2. or 3.*):
    1.  **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: \_\_\_\_\_ (*specify dollar amount or percentage of Compensation*).
    2.  **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: \_\_\_\_\_ (*specify dollar amount or percentage of Compensation*).
    3.  **Specify:** \_\_\_\_\_.
- [*Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.*]
- Special NRA Catch-Up Contributions (3.05).** The Plan (*Choose one of c. or d.*):
- c.  **Permits.** Participants may make NRA catch-up contributions.  
**AND, Special NRA Catch-Up Contributions** (*Choose one of 1. or 2.*): (*N/A if no matching contributions*)
    1.  will be taken into account in applying any matching contribution under the Plan.
    2.  will not be taken into account in applying any matching contribution under the Plan.
  - d.  **Does not permit.** Participants may not make NRA catch-up contributions.
- Age 50 Catch-Up Contributions (3.06).** The Plan (*Choose one of e. or f.*):
- e.  **Permits.** Participants may make age 50 catch-up contributions.  
**AND, Age 50 Catch-Up Contributions** (*Choose one of 1. or 2.*): (*N/A if no matching contributions*)
    1.  will be taken into account in applying any matching contribution under the Plan.
    2.  will not be taken into account in applying any matching contribution under the Plan.
  - f.  **Does not permit.** Participants may not make age 50 catch-up contributions.
14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan (*Choose one of a. or b.*):
- a.  **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
  - b.  **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for automatic enrollment (*Choose one of the following*) [*Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32*]:
- a.  **Does not apply.** Does not apply the Plan's automatic enrollment provisions.



- b.  **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold \_\_\_\_\_% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to *(Choose one of 1. through 3.)*:
  - 1.  **All Participants.** All Participants who as of \_\_\_\_\_ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.
  - 2.  **New Participants.** Each Employee whose Plan Entry Date is on or following: \_\_\_\_\_.
  - 3.  **Describe Application of Automatic Deferrals:** \_\_\_\_\_.

c.  **EACA.** The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete Questions 31 & 32.

16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions under Election 5.b.1. are made as follows *(Choose one or more of a. through d.)*:

- a.  **Fixed formula.** An amount equal to \_\_\_\_\_ of each Participant's Salary Reduction Contributions.
- b.  **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.
- c.  **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

d.  **Specify:** \_\_\_\_\_.

**Time Period for Matching Contributions.** The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each *(Choose one of e. through h.)*:

- e.  **Plan Year.**
- f.  **Plan Year quarter.**
- g.  **Payroll period.**
- h.  **Specify:** \_\_\_\_\_.

**Salary Reduction Contributions Taken into Account.** In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply *(Choose one of i. through l.)*:

- i.  **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
- j.  **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding \_\_\_\_\_% of the Participant's Compensation.
- k.  **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
- l.  **Specify:** \_\_\_\_\_.

**Allocation Conditions.** To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of m. or n.)*:

- m.  **No allocation conditions.**
- n.  **Conditions.** The following allocation conditions apply to Matching Contributions *(Choose one or more of 1. through 4.)*:
  - 1.  **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: \_\_\_\_\_.

- 2.  **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
- 3.  **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
- 4.  **Specify:** \_\_\_\_\_.

17. **NONELECTIVE CONTRIBUTIONS (1.19).** The Nonelective Contributions under Election 5.c. are made as follows: *(Choose one):*
- a.  **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.
  - b.  **Fixed - Pro Rata.** \_\_\_\_\_% of Compensation.
  - c.  **Other.** A Nonelective Contribution may be made as follows:  
\_\_\_\_\_.

**Allocation Conditions. (3.08).** To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.):*

- d.  **No allocation conditions.**
- e.  **Conditions.** The following allocation conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.):*
  - 1.  **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: \_\_\_\_\_.
  - 2.  **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
  - 3.  **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
  - 4.  **Specify:** \_\_\_\_\_.

18. **TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02).** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

**Timing.** The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account *(Choose one of a. through e.):*

- a.  **Specified Date.** \_\_\_\_\_ days after the Participant's Severance from Employment.
- b.  **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- c.  **Designated Plan Year.** As soon as administratively practicable in the \_\_\_\_\_ Plan Year beginning after the Participant's Severance from Employment.
- d.  **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e.  **Specify:** As soon as administratively practicable following the Participant's formal request for the distribution. The Participant may request the distribution at any time following Severance from Employment.

**Method.** The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution *(Choose one or more of f. through j. as applicable):*

- f.  **Lump sum.** A single payment.
- g.  **Installments.** Multiple payments made as follows: monthly, quarterly, semi-annually, annually
- h.  **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- i.  **Annuity distribution option(s):** \_\_\_\_\_.
- j.  **Specify:** Partial distributions

**Participant Election.** [Plan Sections 4.02(A) and (B)] The Plan *(Choose one of k., l. or m.):*

- k.  **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).
- l.  **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- m.  **Specify:** The Participant has the right to elect the timing of the distribution and may elect the method from the elections marked in f. through j.



**Mandatory Distributions.** Notwithstanding any other distribution election, following Severance from Employment (*Choose n. or o.*):

- n.  **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- o.  **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
1.  **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$\_\_\_\_\_ as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

**Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions or consent rules.

- p.  Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

**NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

19. **BENEFICIARY DISTRIBUTION ELECTIONS.** Distributions following a Participant's death will be made as follows (*Choose one of a. through d.*):

- a.  **Immediate.** As soon as practical following the Participant's death.
- b.  **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death. (*N/A if participant is restricted*)
- c.  **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03. (*N/A if participant is restricted*)
- d.  **Describe:** \_\_\_\_\_.

[*Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.*]

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose one of a. or b.*):

- a.  **None.** A Participant may not receive a distribution prior to Severance from Employment.
- b.  **Distributions.** Prior to Severance from Employment are permitted as follows (*Choose one or more of 1. through 4.*):
1.  **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)
2.  **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (*Choose one of a., b. or c.*):
- a.  **Participant election.** The Participant may elect to receive all or any portion of his/her Account.
- b.  **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
- c.  **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$\_\_\_\_\_ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$\_\_\_\_\_ but that does not exceed \$5,000.
3.  **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.
4.  **Specify:** \_\_\_\_\_.

[*Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).*]

21. **QDRO (4.06).** The QDRO provisions (*Choose one of a., b. or c.*):

- a.  **Apply.**
- b.  **Do not apply.**
- c.  **Specify:** \_\_\_\_\_.

22. ALLOCATION OF EARNINGS (5.07(B)). The Plan allocates Earnings using the following method (*Choose one or more of a. through f.*):

- a.  **Daily**. See Section 5.07(B)(4)(a).
- b.  **Balance forward**. See Section 5.07(B)(4)(b).
- c.  **Balance forward with adjustment**. See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period \_\_\_\_\_% of the contributions made during the following Valuation Period: \_\_\_\_\_.
- d.  **Weighted average**. See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is \_\_\_\_\_.
- e.  **Directed Account method**. See Section 5.07(B)(4)(e).
- f.  **Describe Earnings allocation method:** \_\_\_\_\_.

[*Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).*]

23. HEART ACT PROVISIONS (1.31(C)(3)/3.13). The Employer elects to (*Choose one of a. or b. and c. or d.*):

**Continued Benefit Accruals.**

- a.  **Not apply the benefit accrual provisions of Section 3.13.**
- b.  **Apply the benefit accrual provisions of Section 3.13.**

**Distributions for deemed severance of employment (1.31(C)(3))**

- c.  **The Plan does NOT permit distributions for deemed severance of employment.**
- d.  **The Plan permits distributions for deemed severance of employment.**

24. VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11). A Participant's Deferral Contributions are [*Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.*] (*Choose all that apply of a. through d.*):

- a.  **100% Vested/No Risk of Forfeiture**. Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:
  - 1.  **All Contributions**. (skip to 25.)
  - 2.  **Only the following contributions**. (select all that apply):
    - a.  **Salary Reduction Contributions**.
    - b.  **Nonelective Contributions**.
    - c.  **Matching Contributions**.
- b.  **Forfeiture under Vesting Schedule**. Vested according to the following:

**Contributions affected.** The following contributions are subject to the vesting schedule (*Choose one or more of 1., 2. or 3.*):

- 1.  **Salary Reduction Contributions**.
- 2.  **Nonelective Contributions**.
- 3.  **Matching Contributions**.
- 4.  **Vesting Schedule**.

Years of Service	Vested Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %



For vesting purposes, a "Year of Service" means:

5. \_\_\_\_\_.

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

c.  **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

**Contributions affected.** The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):

- 1.  **Salary Reduction Contributions.**
- 2.  **Nonelective Contributions.**
- 3.  **Matching Contributions.**

**Risk Provisions:** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (Choose one of 4. or 5.):

- 4.  The Participant must remain employed by the Employer until \_\_\_\_\_, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.
- 5.  **Specify:** \_\_\_\_\_.

**Additional Provisions** (Choose d. if applicable)

d.  **Specify:** \_\_\_\_\_.

**FORFEITURE ALLOCATION.** [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures as selected below. The Employer has the option to use forfeitures to pay plan expenses first and then allocate the remaining forfeitures in accordance with the selections below: (Choose one of the following):

- e.  **Additional Contributions.** As the following contribution type (Choose one of 1. or 2.):
  - 1.  **Nonelective.** As an additional Nonelective Contribution.
  - 2.  **Matching.** As an additional Matching Contribution.
- f.  **Reduce Fixed Contributions.** To reduce the following fixed contribution (Choose one of 1. or 2.):
  - 1.  **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.
  - 2.  **Matching.** To reduce the Employer's fixed Matching Contribution.
- g.  **Specify:** \_\_\_\_\_.

25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):

- a.  **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: \_\_\_\_\_. The remaining Article VIII provisions apply.
- b.  **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) (Choose a. or b., c. if applicable):

- a.  **Custodial account(s).**
- b.  **Annuity contract(s).**
- c.  **Specify:** \_\_\_\_\_.

[Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (Choose one of a. or b.):

- a.  **No additional Valuation Dates.**
- b.  **Additional Valuation Dates.** (Choose one or more of 1., 2. or 3.):
  - 1.  **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.
  - 2.  **Last day of a specified period.** The last day of each \_\_\_\_\_ of the Plan Year.

3.  **Specified Valuation Dates:** \_\_\_\_\_

[Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).]

28. TRUSTEE (Select all that apply; leave blank if not applicable.):

a.  Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

Name(s)	Title(s)
_____	_____
_____	_____
_____	_____
_____	_____

**Address and Telephone number** (Choose one of 1. or 2.):

1.  Use Employer address and telephone number.

2.  Use address and telephone number below:

Address: \_\_\_\_\_  
Street

\_\_\_\_\_

City State Zip

Telephone: \_\_\_\_\_

b.  Corporate Trustee

Name: Principle Financial

Address: Attn: Andrea Stellish, 1740 Broadway

Street

Denver Colorado 80274

City State Zip

Telephone: (303) 817-8415

**AND**, the Corporate Trustee shall serve as:

c.  a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

\_\_\_\_\_

d.  a Discretionary Trustee over all Plan assets except for the following:

\_\_\_\_\_

29. PLAN LOANS (5.02(A)). The Plan permits or does not permit Participant Loans (Choose one of a. or b.):

a.  **Does not permit.**

b.  **Permitted pursuant to the Loan Policy.**

30. ROLLOVER CONTRIBUTIONS (3.09). The Rollover Contributions under Election 5.d. are made as follows:

**Who may roll over** (Choose one of a. or b.):

a.  **Participants only.**

b.  **Eligible Employees or Participants.**

**Sources/Types.** The Plan will accept a Rollover Contribution (*Choose one of c. or d.*):

- c.  **All.** From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.
- d.  **Limited.** Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

\_\_\_\_\_

**Distribution of Rollover Contributions** (*Choose one of e., f. or g.*):

- e.  **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f.  **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g.  **Specify:** \_\_\_\_\_

31. EACA Automatic Deferral Provisions (3.14).

**Participants subject to the Automatic Deferral Provisions.** The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of the EACA (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

- a.  **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of the EACA.
- b.  **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Effective Date of the EACA, are deferring an amount which is at least equal to the Automatic Deferral Percentage.
- c.  **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of the EACA regardless of the Salary Reduction Contribution amount under the Agreement.
- d.  **Describe:** \_\_\_\_\_

**Automatic Deferral Percentage.** Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (select e. or f.):

- e.  **Constant.** The Employer will withhold \_\_\_\_\_% of Compensation each payroll period.  
**Escalation of deferral percentage** (select one or leave blank if not applicable)
  - 1.  **Scheduled increases.** This initial percentage will increase by \_\_\_\_\_% of Compensation per year up to a maximum of \_\_\_\_\_ of Compensation.
  - 2.  **Other** (described Automatic Deferral Percentage): \_\_\_\_\_

**Automatic Deferral Optional Elections**

- f.  **Optional elections** (select all that apply or leave blank if not applicable)  
**Suspended Salary Reduction Contributions.** If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.

- 1.  A Participant's Affirmative Election will resume after the suspension period.

**Special Effective Date.** Provisions will be effective as of the earlier of the Effective Date of the EACA provisions unless otherwise specified below.

- 2.  Special Effective Date: \_\_\_\_\_

32. **In-Plan Roth Rollover Contributions.**

- a.  **Yes, allowed.**  
**Effective Date** (enter date)  
 1.  In-Plan Roth Rollover Effective Date: January 1, 2021

33. **In-Plan Roth Rollover Transfers.**

- a.  **Yes, allowed.**  
**Effective Date** (enter date)  
 1.  In-Plan Roth Rollover Transfers Effective Date: January 1, 2021



This Plan is executed on the date(s) specified below:

**Use of Adoption Agreement.** Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.  
**Separate Trust Agreement.** An executed copy of the trust agreement must be attached to this Plan. The responsibilities, rights and powers of the Trustee shall be those specified in the trust agreement. The signature of the Trustee appears on the separate trust agreement.

EMPLOYER: Ottawa County

By: \_\_\_\_\_

\_\_\_\_\_  
DATE SIGNED

**Addendum to Eligible Governmental 457 Plan**

Notwithstanding Section 3.09(E) of the Basic Plan document, the following elections will apply:

**Election 32 In-Plan Roth Rollover Elections**

Effective January 1, 2021, the plan will allow In-Plan Roth Rollovers as elected below:

In-Plan Roth Rollovers will exclude any outstanding participant loan balances or Self-Directed Brokerage assets, if applicable.

Distributable Events: In Plan Roth Rollover Election applies:

For In-Plan Roth Rollovers, the plan’s existing in-service distribution provisions apply, including any restrictions on timing, vesting, etc. All amounts that are eligible for distribution as elected in the Adoption Agreement are eligible for In-Plan Roth Rollover.

**OR**

For In-Plan Roth Rollovers, only amounts that are eligible for distribution as elected below are eligible for In-Plan Roth Rollover. Note that any existing restrictions on timing, vesting, etc will apply:

Describe: \_\_\_\_\_

Contribution sources: A participant or beneficiary may elect to make an In-Plan Roth Rollover from the following sources:

All available sources under the Plan

**OR**

Pre-tax Elective Deferrals

Matching Contributions

Nonelective Contributions

Rollover Contributions

Describe: \_\_\_\_\_

Limits applicable to In-Plan Roth Rollovers: No special limits apply with respect to In-Plan Roth Rollovers unless designated below:

Roth rollovers may be only made from contribution sources that are fully vested (i.e. 100% vested). *If not elected, only the vested amount (if applicable) will be converted to Roth.*

A Participant may not make an In-Plan Roth Rollover of less than \$ \_\_\_\_\_

Maximum number of In-Plan Roth Rollovers \_\_\_\_\_ per specified time period \_\_\_\_\_ (Rolling period, Plan Year, Quarterly)

**Election 33 In-Plan Roth Transfers**

Effective January 1, 2021, the plan will allow In-Plan Roth Transfers as elected below:

In-Plan Roth Transfers are reserved for converting non-Roth money that is not otherwise eligible for an In-Plan Roth Rollover. The participant does not need to meet a distributable event to convert non-Roth money to Roth. In-Plan Roth Transfers will exclude any outstanding participant loan balances or Self-Directed Brokerage assets, if applicable.

Contribution sources: A participant or beneficiary may elect to make an In-Plan Roth Transfer from the following sources:

- All available sources under the Plan

**OR**

- Pre-tax Elective Deferrals
- Matching Contributions
- Nonelective Contributions
- Rollover Contributions
- Describe: \_\_\_\_\_

Limits applicable to In-Plan Roth Transfers: No special limits apply with respect to In-Plan Roth Transfers, unless designated below:

- Roth Transfers may be only made from contribution sources that are fully vested (i.e. 100% vested). *If not elected, only the vested amount (if applicable) will be converted to Roth.*
- A Participant may not make an In-Plan Roth Transfer of less than \$ \_\_\_\_\_
- Maximum number of In-Plan Roth Transfers: \_\_\_\_\_ per specified time period \_\_\_\_\_ (Rolling period, Plan Year, Quarterly)
- Describe any special rules that may apply to In-Plan Roth Transfers under the Plan: \_\_\_\_\_



**COUNTY OF OTTAWA SECTION 457 DEFERRED COMPENSATION PLAN**  
**SUMMARY OF 457 PLAN PROVISIONS**

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## COUNTY OF OTTAWA SECTION 457 DEFERRED COMPENSATION PLAN

### SUMMARY OF 457 PLAN PROVISIONS

#### INTRODUCTION TO YOUR PLAN

County of Ottawa Section 457 Deferred Compensation Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of retirement plan commonly referred to as a Governmental Eligible 457 Plan. This summary of 457 Plan Provisions contains valuable information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this Summary to get a better understanding of your rights and obligations under the Plan.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this summary does not answer all of your questions, please contact the Administrator. The name and address of the Administrator can be found in the Article of this summary entitled "General Information About The Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language under this summary and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This summary describes the current provisions of the Plan. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS). The Employer may also amend or terminate this Plan. The Administrator will notify you if the provisions of the Plan that are described in this summary change. This summary does not address the provisions of specific investment products.

#### ARTICLE I PARTICIPATION IN THE PLAN

##### **Am I eligible to participate in the Plan?**

If you are a member of a class of employees identified below, you are not an eligible employee for Plan purposes. The employees who are excluded are:

- Hourly-paid employees
- Leased employees
- Seasonal, temporary, non-benefitted or similar part-time Employee

Independent contractors are not eligible to participate in the Plan.

##### **When am I eligible to participate in the Plan?**

Provided you are an eligible employee, you will be eligible to defer and to participate in Employer contributions once you satisfy the applicable requirements. You will actually enter the Plan once you reach the entry date as described in the next question.

You will have met the age requirement when you attain age 18.

##### **When is my entry date?**

Provided you are an eligible employee, you will be able to participate in the Plan beginning on the later of your date of hire or attainment of the minimum age required for participation.

#### ARTICLE II CONTRIBUTIONS

##### **What kind of contributions may I make to the Plan and how do my contributions affect my taxes?**

As a participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan. The Plan refers to this as an "elective deferral." There are two types of elective deferrals, pre-tax deferrals and Roth deferrals. For purposes of this summary "deferrals" or "elective deferrals" generally means both pre-tax deferrals and Roth deferrals.



If you make pre-tax deferrals, your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Federal income taxes on the pre-tax deferral contributions and on the earnings are only postponed.

If you elect to make Roth deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the Roth deferrals and, if you meet certain conditions, the earnings on the Roth deferrals are not subject to federal income taxes when distributed to you. This means that the earnings on the Roth deferrals may never be subject to Federal income tax. See "What are my tax consequences when I receive a distribution from the Plan?"

Both your pre-tax and Roth deferrals will be subject to Social Security taxes at the time of your deferral.

The Employer may make additional contributions to the Plan on your behalf. This Article describes these employer contributions and how these monies will be allocated to your account to provide for your retirement benefit.

### **Is there a limit on the amount of elective deferrals that can be made each year?**

As a participant, you may elect to defer a percentage of your compensation each year instead of receiving that amount in cash. The Administrator will notify you of the maximum percentage you may defer.

You may make deferrals from your accumulated sick pay, from accumulated vacation pay or from back pay.

Your total elective deferrals, plus any employer contributions, in any calendar year may not exceed a certain dollar limit which is set by law ("elective deferral limit"). The elective deferral limit for 2021 is \$19,500. After 2021, the elective deferral limit may increase for cost-of-living adjustments.

If you are age 50 or will attain age 50 before the end of a calendar year, you may make additional deferrals (called "age 50 catch-up deferrals") for that year and following years. If you meet the age 50 requirement and your salary deferrals exceed the elective deferral limit described above, then any excess will be an age 50 catch-up deferral. The maximum catch-up deferral that you can make in 2021 is \$6,500. After 2021, the maximum age 50 catch-up contribution limit may increase for cost-of-living adjustments.

Instead of the "age 50-catch-up deferrals" there is an alternative catch-up limit that is available in the three years prior to your normal retirement age. This increased limit (called "Special NRA Catch-Up Contributions") is designed to allow make-up contributions for prior years when contributions to the plan were less than the maximum contribution that could have been made in those years. The additional catch-up amount is equal to the difference between the amounts that could have been contributed in the prior years less the amounts that actually were contributed in those years. However, the additional catch-up for the year cannot exceed the general limit for the year. Thus, if you are entitled to the full Special NRA Catch-up Contribution, your contributions in the last three years prior to your normal retirement age cannot exceed two times the regular elective deferral limit for the year. If you qualify for both Age 50 Catch-Up Deferrals and Special NRA Catch-Up Deferrals, you are limited to the greater of the two catch-up limitations.

### **How do I make an election to defer?**

The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. If you wish to defer, the procedure will require that you enter into a salary reduction agreement. You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election must be made prior to the first day of a calendar month in which you wish to defer and will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it. You may revoke or make modifications to your salary deferral election in accordance with procedures that the Employer provides. See the Plan Administrator for further information.

### **Will the Employer contribute to the Plan?**

Each year, in addition to depositing your elective deferrals, the Employer may contribute nonelective contributions.

### **What is the Employer nonelective contribution?**

A nonelective contribution is a contribution the Employer makes to the Plan which is unrelated to whether you make any elective deferrals in that year.

In any or all Plan Years, the Employer may make a discretionary nonelective contribution. The contribution will be "allocated" or divided among participants eligible to share in the contribution for the Plan Year.



**Allocation conditions.** You will always share in the nonelective contribution regardless of the amount of service you complete during the Plan Year.

### **What are rollover contributions?**

**Rollover contributions.** If you are a Participant or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

**Rollover account.** Your rollover will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

**Withdrawal of rollover contributions.** You may withdraw the amounts in your "rollover account" at any time.

### **What are In-Plan Roth Rollover Contributions?**

**In-Plan Roth Rollover Contributions.** If you are eligible for a distribution from an account and you are currently an employee, you may elect to roll over the distribution to a designated Roth contribution account in the Plan (referred to as an In-Plan Roth Rollover Contribution). You may only roll over the distribution directly. However, loans may not be rolled over as an In-Plan Roth Rollover Contribution.

**Taxation and irrevocable election.** You do not pay taxes on the contributions or earnings of your pre-tax accounts until you receive an actual distribution. In other words, the taxes on the contributions and earnings in your pre-tax accounts are deferred until a distribution is made. Roth accounts, however, are the opposite. With a Roth account you pay current taxes on the amounts contributed. When a distribution is made to you from the Roth account, you do not pay taxes on the amounts you had contributed. In addition, if you have a "qualified distribution" (explained below), you do not pay taxes on the earnings that are attributable to the contributions.

If you elect an In-Plan Roth Rollover Contribution, then the contribution will be included in your income for the year. Once you make an election, it cannot be changed. It's important that you understand the tax effects of making the election and ensure you have adequate resources outside of the Plan to pay the additional taxes. The In-Plan Roth Rollover Contribution does not affect the timing of when a distribution may be made to you under the Plan; the contribution only changes the tax character of your account. You should consult with your tax advisor prior to making such a rollover.

**Qualified distribution.** As explained above, a distribution of the earnings on your Roth account will not be subject to tax if the distribution is a "qualified distribution." A "qualified distribution" is one that is made after you have attained age 59 1/2 or is made on account of your death or disability. In addition, in order to be a "qualified distribution," the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make the Roth rollover and ending on the last day of the calendar year that is 5-years later. See "What are my tax consequences when I receive a distribution from the Plan?" later in this SPD.

### **What are In-Plan Roth Transfers?**

**In-Plan Roth Transfers.** As a Participant under the Plan, you may make an In-Plan Roth Transfer, provided you are an employee at the time of the transfer. An In-Plan Roth Transfer allows you to elect to change the tax treatment of all or some of your pre-tax accounts, as explained below.

**Taxation and irrevocable election.** You do not pay taxes on the contributions or earnings of your pre-tax accounts until you receive an actual distribution. In other words, the taxes on the contributions and earnings in your pre-tax accounts are deferred until a distribution is made. Roth accounts, however, are the opposite. With a Roth account you pay current taxes on the amounts contributed. When a distribution is made to you from the Roth account, you do not pay taxes on the amounts you had contributed. In addition, if you have a "qualified distribution" (explained below), you do not pay taxes on the earnings that are attributable to the contributions.

The In-Plan Roth Transfer allows you to transfer amounts from pre-tax accounts to an In-Plan Roth Transfer Account. If you elect to make such a transfer, then the amount transferred will be included in your income for the year. Once you make an election, it cannot be changed. It's important that you understand the tax effects of making the election and ensure you have adequate resources outside of the Plan to pay the additional taxes. The In-Plan Roth Transfer does not affect the timing of when a distribution may be made to you under the Plan; the In-Plan Roth Transfer only changes the tax character of your account. You should consult with your tax advisor prior to making a transfer election.

**Qualified distribution.** As explained above, a distribution of the earnings on your Roth account will not be subject to tax if the distribution is a "qualified distribution." A "qualified distribution" is one that is made after you have attained age 59 1/2 or is made on account of your death or disability. In addition, in order to be a "qualified distribution," the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you make the In-Plan



Roth Transfer and ending on the last day of the calendar year that is 5-years later. See "What are my tax consequences when I receive a distribution from the Plan?" later in this SPD.

### **What compensation is used to determine my Plan benefits?**

**Definition of compensation.** For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year. The following describes the adjustments to compensation that may apply for the different types of contributions provided under the Plan:

- Exclude elective deferrals to retirement plans (including this one) cafeteria plans, or qualified transportation fringe benefit plans
- Exclude certain fringe benefits
- Exclude bonuses
- Exclude overtime pay
- Compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
  - Compensation for services performed during your regular working hours, or for services outside your regular working hours or other similar payments that would have been made to you had you continued employment.
  - Compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued.

For the Plan Year in which you first participate, for any contributions other than salary reductions, we take into account your full Plan Year compensation.

## **ARTICLE III DISTRIBUTIONS**

### **When will I be entitled to a distribution from the Plan?**

Distributions under the Plan may generally not be made prior to your termination of employment (for whatever reason, including death). The rules are explained in more detail below.

If you terminate employment for any reason and at any age (including retirement), then you will be entitled to a distribution. You have the right to elect the timing of the distribution and may elect the method of payment. (See the question "How will my benefits be paid?" for a further explanation of how benefits are paid from the Plan.)

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

### **Required beginning date.**

Regardless of the above, the law requires that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or terminate employment. You should see the Plan Administrator if you think you may be affected by these rules.

### **What is the Plan's normal retirement age?**

You will attain your normal retirement age when you reach the age that you designate, which may not be earlier than the age the Participant would be eligible to receive a full and unreduced pension benefit under the Employer's pension plan, and may not be later than age 70 1/2. If the Participant is not eligible to receive benefits under the Employer's pension plan, the Participant may designate a Normal Retirement Age that is not earlier than age 65 nor later than age 70 1/2.

### **What is my vested interest in my account?**

You are always 100% vested in all your accounts under our plan.

**How will my benefits be paid?**

- A single lump-sum payment.
- Multiple payments as follows: monthly, quarterly, semi-annually, annually.
- Partial distributions.

**May I elect to roll over my account to another plan or IRA?**

If you are entitled to a distribution of more than \$200, then you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA"). For this purpose, your Roth deferral account is treated separately.

**What happens if I get divorced?**

The Administrator will honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

**ARTICLE IV  
DEATH BENEFITS**

**What happens if I die while working for the Employer?**

If you die while still employed by the Employer, your entire account balance will be used to provide your beneficiary with a death benefit.

Your beneficiary is the person or persons whom you designate on a form the Administrator provides for this purpose. If you are married, your spouse will be the beneficiary of the death benefit, unless you elect to change the beneficiary.

If no valid designation of beneficiary exists, or if the beneficiary is not alive when you die, then the death benefit will be paid in the following order, unless the investment provider's documentation says otherwise:

- (a) Your surviving spouse;
- (b) Your children, including adopted children, and if a child dies before you, to their children, if any; or
- (c) Your Parents. Your surviving parents, in equal shares; and if none to
- (d) Your estate.

**When will the death benefit be paid to my beneficiary?**

Your death benefit will be paid to your beneficiary and payment will be made as your beneficiary elects, consistent with the Plan. See the Plan Administrator for further details.

You should immediately report any change in your marital status to the Administrator. If you have specifically named your spouse as your beneficiary on a designation form, then the designation will be invalid upon your divorce.

**What happens if I'm a participant, terminate employment, and die before receiving all my benefits?**

If you terminate employment with us and subsequently die, your beneficiary will be entitled to any remaining benefits that you were entitled to as of the date of your death.

**ARTICLE V  
IN-SERVICE DISTRIBUTIONS**

**Can I withdraw money from my account while working for the Employer?**

You may receive a distribution from the Plan prior to your termination of employment if you satisfy certain conditions. These conditions are described below. However, this distribution will reduce the value of the benefits you will receive when you retire. Any in-service



distribution is made at your election and will be made in accordance with the forms of distribution available under the investment product you have selected or under the Plan.

You may receive a distribution if you have an "unforeseeable emergency," which is severe financial hardship resulting from an accident or illness to you, your spouse, dependent(s) or beneficiaries, a loss of property due to casualty, or other extraordinary and unforeseeable circumstances beyond your control.

## **ARTICLE VI TAX TREATMENT OF DISTRIBUTIONS**

### **What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution.

If you receive distribution of a Roth deferral, since you paid current federal income tax on the deferral contribution in the year of deferral, the deferrals are not subject to federal income taxes when distributed to you. The earnings on Roth deferrals are also tax free upon distribution if you receive a "qualified distribution" from your Roth deferral account.

In order to be a "qualified distribution," the distribution must occur after one of the following: (1) your attainment of age 59 1/2, (2) your disability, or (3) your death. In addition, the distribution must occur after the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth contribution to the Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into the Plan) and ending on the last day of the calendar year that is 5 years later. For example, if you made your first Roth deferral under this Plan on November 30, 2012, your participation period would end on December 31, 2016. This means that you could take a qualified distribution as early as January 1, 2017. It is not necessary that you make a Roth contribution in each of the five years.

If a distribution from your Roth deferral account is not a qualified distribution, the earnings distributed with the Roth deferrals will be taxable to you at the time of distribution (unless you roll over the distribution to another 457(b) plan, a Roth IRA, or a 401(k) plan that will accept the rollover). In addition, in some cases, there may be a 10% excise tax on the earnings that are distributed.

### **Can I reduce or defer tax on my distribution?**

You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) The rollover of all or a portion of the distribution you actually receive to a traditional Individual Retirement Account (IRA) or another eligible employer plan. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other eligible employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct rollover option described in paragraph (b) below would be the better choice.

(b) For most distributions, you may request that a "direct rollover" of all or a portion of the distribution to either a traditional Individual Retirement Account (IRA) or another employer plan willing to accept the rollover. A direct rollover will result in no tax being due until you withdraw funds from the traditional IRA or other qualified employer plan. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct rollover, e.g., a distribution of less than \$200 will not be eligible for a direct rollover. If you elect to actually receive the distribution rather than request a direct rollover, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH A QUALIFIED TAX ADVISOR BEFORE MAKING A CHOICE.

## **ARTICLE VII CLAIMS AND BENEFITS**

### **Can the Plan be amended?**

Yes. The Employer may amend the Plan at any time. No amendment will cause any reduction in the amount credited to your account.

### **What happens if the Plan is discontinued or terminated?**

The Employer may terminate the Plan at any time. Upon termination, no more contributions may be made to the Plan. The Administrator will notify you of any modification or termination of the Plan.

**How do I submit a claim for Plan benefits?**

You may file a claim for benefits by submitting a written request for benefits to the Plan Administrator. You should contact the Plan Administrator to see if there is an applicable distribution form that must be used. If no specific form is required or available, then your written request for a distribution will be considered a claim for benefits. In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than by a third party such as the Social Security Administration), then you must also include with your claim sufficient evidence to enable the Plan Administrator to make a determination on whether you are disabled.

Decisions on the claim will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days. If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

For purposes of the claims procedures described below, "you" refers to you, your authorized representative, or anyone else entitled to benefits under the Plan (such as a beneficiary). A document, record, or other information will be considered relevant to a claim if it:

- Was relied upon in making the benefit determination;
- Was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination;
- Demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that benefit determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- Constituted a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit.

The Plan may offer additional voluntary appeal and/or mandatory arbitration procedures other than those described below. If applicable, the Plan will not assert that you failed to exhaust administrative remedies for failure to use the voluntary procedures, any statute of limitations or other defense based on timeliness is tolled during the time a voluntary appeal is pending; and the voluntary process is available only after exhaustion of the appeals process described in this section. If mandatory arbitration is offered by the Plan, the arbitration must be conducted instead of the appeal process described in this section, and you are not precluded from challenging the decision under ERISA §501(a) or other applicable law.

**ARTICLE VIII  
GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information that you may need to know about the Plan. This information has been summarized for you in this Article.

The full name of the Plan is County of Ottawa Section 457 Deferred Compensation Plan.

This Plan was originally effective on January 1, 2001. The amended and restated provisions of the Plan become effective on August 1, 2021.

The Plan's records are maintained on a twelve-month period of time. This is known as the "Plan Year." The Plan Year begins on January 1 and ends on December 31.

Valuations of the Plan are generally made daily.

The Plan will be governed by the laws of Michigan.

**Employer Information**

Your Employer's name, address, business telephone number, and identification number are:

Ottawa County  
12220 Fillmore Street  
West Olive, Michigan 49460  
(616) 738-4800  
38-6004883

**Administrator Information**

The Employer is the Plan Administrator. The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to



complete for Plan participation and directs the payment of your account at the appropriate time. If you have any questions about the Plan and your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator, and some duties are the responsibility of the investment provider(s) to the Plan.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

**Plan Funding Medium**

All money that is contributed to the Plan is held in a trust fund.

Principle Financial  
Attn: Andrea Stellish, 1740 Broadway  
Denver, Colorado 80274

(303) 817-8415



# Action Request



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	06/22/2021
<b>Requesting Department:</b>	Sheriff's Office
<b>Submitted By:</b>	Marcie Ver Beek
<b>Agenda Item:</b>	Sheriff's Office Personnel Requests

## Suggested Motion:

To approve the proposal to change one 1.0 FTE Captain (U8A) position to a 1.0 FTE Chief Deputy position at a Unclassified (U9) at a cost of \$4,198.91, and to add one 1.0 FTE Lieutenant (U7A) position at a cost of \$190,184.63. The total cost of the addition and change would be \$194,383.54.

## Summary of Request:

The agency has been through significant changes in the last five years. The structure has changed based on a staffing study conducted in 2019-2020, significant changes in retirements and hiring, and with the growth of contract levels. In the past five years there have been over 100 new staff hired department wide. This has required more oversight with training many new employees in entry level positions and working with employees who have promoted in the organization. Due to the ongoing retirements, institutional knowledge in command positions is diminishing, which also creates more training hours. This request is to prepare for the future of the agency as the retirements continue and for continued growth of our contracts to keep up with the population growth throughout Ottawa County.

The Chief Deputy position would provide oversight of the Captains of Road Patrol and the Corrections Division. The Chief Deputy is an appointed position by the Sheriff and would assist the Undersheriff in day to day operations of the agency. This position would provide oversight of the labor contracts, employee issues, discipline, training, and policy oversight. The equipment and vehicle would be transferred from the current Captain position to the Chief Deputy position.

The staffing study conducted recommended that we add 4 road patrol Lieutenants, an Administrative Lieutenant, and a Services Lieutenant. We were approved for 2 Lieutenants in 2020 for direct patrol sergeant supervision working on shift. We would request to add a Lieutenant to oversee the Services aspects of the agency which is directly involved with our contracted positions and community policing initiatives. This will give the opportunity for upward mobility to the Captain positions with an additional Lieutenant that can work directly with the community sergeants and the partner contracts.

## Financial Information:

Total Cost: \$194,383.54	General Fund Cost: \$194,383.54	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Vacancy savings due to staffing levels and an advanced rate of retirement

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

**Action is Related to Strategic Plan:**

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

**Objective:** Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.   
Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.   
Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

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

Committee/Governing/Advisory Board Approval Date: 06/15/2021

Finance and Administration Committee

## OTTAWA COUNTY

**TITLE:** CHIEF DEPUTY  
**DEPARTMENT:** SHERIFF'S OFFICE  
**DATE:** 6/2/21

**EMPLOYEE GROUP:** UNCLASSIFIED  
**GRADE:** U09

### **JOB SUMMARY:**

Under the direct supervision of the Sheriff, directs and coordinates the day-to-day personnel operations of the Sheriff's Office, including Corrections and Law Enforcement. In collaboration with the Sheriff and Undersheriff, develops, implements, revises, updates and amends personnel policies and procedures, ensuring compliance with federal, state, and County statutes, codes, rules, regulations, and requirements.

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

1. Manages all personnel matters, administering established County policies and procedures, current collective bargaining agreements and applicable statutes and regulations governing the employment relationship.
2. Develops, drafts, and recommends adoption of personnel policies and procedures for the Sheriff's Office.
3. Works with the Sheriff and Undersheriff on personnel processes for the Sheriff's Office, including selection and hiring of candidates, terminations, evaluation, and disciplinary action.
4. Recommends policies, procedures and practices to ensure compliance by patrol and corrections officers and administrators with federal, state and local statutes, codes, rules and regulations and the professional code of ethics in all interactions with the general public, victims, witnesses, suspects, offenders and inmates.
5. Investigates civilian and inmate complaints concerning County patrol officers and corrections officers.
6. Initiates and coordinates internal affairs investigations.
7. Assists internal and external counsel in preparing the County's response to administrative law claims and civil and criminal complaints and participates with counsel in representation of the County's position.
8. Identifies training requirements and needs of officers throughout the department and ensures that officers participate in required training.
9. Reviews and approves requests for over-time, schedules approved overtime and monitors overtime usage and distribution.
10. On behalf of the Sheriff, represents the Sheriff's Office to the public, other departments of County government, other police agencies, the judicial system, and the media.
11. Collects, compiles, analyzes, and evaluates data relating to compliance, performance, cost

reimbursement and other matters for the Sheriff's Office and prepares and distributes reports to internal and external agencies and audiences.

12. Identifies external funding opportunities, prepares proposals for submission to funding sources, and administers grant and contract budgets.
13. Performs other related duties as assigned.

#### **REQUIRED KNOWLEDGE AND SKILLS:**

1. Thorough working knowledge of police science, police ethics, investigative methods and techniques, chain of custody standards for crime scene evidence, community relations, self-defense, care of firearms, correctional principles and practices, and other elements of law enforcement protocols and procedures.
2. Thorough knowledge of courtroom protocols and procedures, including rules of evidence.
3. Working knowledge of employment statutes and regulations, personnel administration, and contract administration.
4. Working knowledge of the principles and practices of budget development and administration.
5. Proficiency in the use of firearms.
6. Working knowledge of the principles and practice of progressive discipline.
7. Knowledge of federal, state, county and local statutes, codes, ordinances, rules, and regulations.
8. Knowledge of management and supervisory principles and practices.
9. Ability to interact positively with command officers, patrol and corrections officers, members of the public, collective bargaining representatives and union officers, and other individuals from widely diverse cultural and socio-economic backgrounds.
10. Ability to behave objectively and rationally in situations involving the risk of personal injury or loss of life.
11. Excellent human relations and interpersonal skills.
12. Good oral and written communication skills.

#### **REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

Associate's degree from an accredited institution in Criminal Justice, Police Administration, or other relevant discipline combined with a minimum of six years of progressively responsible experience in law enforcement, including at least four years in police administration; or an equivalent combination of education, training and experience. Bachelor's degree strongly preferred.

#### **LICENSES AND CERTIFICATIONS:**



1. Michigan Commission on Law Enforcement Standards (MCOLES) certification as a Law Enforcement Officer.
2. Valid, unrestricted Michigan motor vehicle operator's permit.

**PHYSICAL REQUIREMENTS:**

1. Demonstrated physical ability to pass all physical criteria required for MCOLES certification as a Law Enforcement Officer.
2. Must be available to respond to emergency situations on all shifts.

**WORKING CONDITIONS:**

An employee in this classification may, upon occasion, be exposed to risk of personal injury or personal jeopardy.

Work is generally performed in a normal office environment.



**Ottawa County**  
*Where You Belong.*

OTTAWA COUNTY  
Established Date: Jun 4, 2021  
Revision Date: Jun 4, 2021

# Lieutenant - Services

Class Code:  
0000-1

Bargaining Unit: Unclassified

## SALARY RANGE

\$0.00 Hourly  
\$0.00 Annually

## JOB DESCRIPTION:

Under the direction of the Undersheriff, performs administrative duties associated with the operations and oversight of subordinate County community police sergeants, road patrol sergeants, patrol officers and civilian employees assigned to traffic control, investigation, community policing, crime prevention, and/or other activities required for the protection of life and property; the enforcement of local and state laws; investigation of alleged crimes; and the provision of efficient, effective police services to the citizens of Ottawa County. Ensures that subordinate officers properly discharge their assigned duties and maintain compliance with all departmental rules and regulations. Maintains a high degree of confidentiality in all aspects of the position.

## ESSENTIAL JOB FUNCTIONS:

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

1. Brief subordinate sergeants responsible for community contracts with partner organizations.
2. Observes subordinate deputies on duty and monitors performance.
3. Ensures subordinate sergeants, officers, and civilian employees respond promptly and effectively to calls for service.
4. Ensures subordinate sergeants, patrol officers, and civilian employees interact appropriately with the general population.
5. Documents any and all allegations of wrong-doing and/or use of excessive force occurring during the assigned shift.
6. Responsible for initial investigation of citizen complaints with respect to the conduct of subordinate officers.
7. Responsible for the initial investigation of all incidents involving the discharge of firearms by subordinate officers.
8. Administers departmental policy and procedures for the squad and counsels subordinates with respect to performance problems, rules infractions, neglect of duty, and inappropriate work behaviors.

9. Administers disciplinary actions for subordinate deputy, sergeants, and civilian employees in accordance with collective bargaining agreements and County and department policies and procedures.
10. Prepares written reports with respect to the performance and conduct of subordinate officers, citing meritorious service, incidents involving the use of force, and/or incidents involving misconduct, negligence, infractions, or incompetence.
11. Immediately notifies the Investigative Division of any apparent suicide, homicide, or major felony case.
12. May provide on-site direction for subordinate deputies securing crime or accident scenes, conducting investigations, or engaged in other law enforcement activities.
13. Schedules shift training and vacations, ensuring proper coverage for division or jurisdiction at all times.
14. Recommends changes in procedures to improve the efficiency and effectiveness of patrol operations.
15. May perform any and all duties of a County deputy or sergeant as required to maintain the safety and security of the general population.
16. Other duties as assigned.

## **REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

Associate's degree required. Bachelor's degree preferred. Possession of valid Michigan Commission on Law Enforcement Standards (MCOLES) certification as a Law Enforcement Officer. Minimum of two years of supervisory experience preferred. Minimum of six years experience as an MCOLES armed, certified police deputy.

## **ADDITIONAL REQUIREMENTS AND INFORMATION:**

### **Required Knowledge, Skills, and Abilities:**

- Possession of a valid, unrestricted Michigan motor vehicle operator's permit.
- Knowledge of federal, state, county, and local statutes, ordinances, rules, and regulations.
- Proficiency in the use of firearms.

Typically four or more years of full time related experience, two of which were spent with the department, with supervision/management designation and related experience preferred for all or part of this time. It is the department's intention to assign this position to an existing employee of the Sheriff's Office, however, the Sheriff has discretion over that decision.

### **Physical Requirements:**

The position requires the ability to perform the essential job functions contained in this description. Reasonable accommodations will be made for otherwise qualified candidates unable to perform one or more of the requirements from a physical perspective.

### **Working Conditions:**

May have exposure to adult correction facility and operations, court-related activities along with those activities directly associated with law enforcement agencies.



**2021 Estimated Annual Cost-Sheriff's Department**

**Captain to Chief Deputy**

Captain (U8A) Step 6

Wages		Benefits	TOTAL COST
	97,963.32	47,853.62	145,816.94

Chief Deputy (U9) Step 6

Wages		Benefits	TOTAL COST
	101,307.44	48,708.42	150,015.86

**Difference \$ 4,198.91**

**Addition of a Lieutenant**

Lieutenant (U7A) Step 5

Wages		Benefits	TOTAL COST
	83,502.38	44,157.25	127,659.63

Patrol Vehicle	\$33,812
Equipment	\$28,713

Lieutenant Total Cost: \$ 190,184.63

**Total Position Costs: \$ 194,383.54**

# Action Request

Electronic Submission – Contract # 1239



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 6/22/2021**

**Vendor/3<sup>rd</sup> Party: HOLLAND SENIOR PARTNERS LLC AND PETROS PACE FINANCE**

**Requesting Department: PLANNING AND PERFORMANCE**

**Submitted By: BECKY HUTTENGA**

**Agenda Item: PACE SPECIAL ASSESSMENT AGREEMENT FOR QUINCY PLACE**

## Suggested Motion:

To approve the PACE Special Assessment Agreement valued at \$8,507,001 for the Quincy Place project in Holland Township.

## Summary of Request:

This PACE (Property Assessed Clean Energy) Special Assessment Agreement for the Quincy Place project establishes the terms and conditions for the creation of a special assessment in the amount of \$8,507,001 on the real property described therein for the purpose of repayment of a 23 year term loan with Petros Finance Titling Trust to design, construct, install, and finance energy efficiency components, also described therein. The cost to Ottawa County for this project is zero.

The Quincy Place project is sited at 12340 Quincy Street in Holland Township. Quincy Place will be a 154 unit senior living community that will employ 50-60 people permanently and involve many temporary position during the approximately two year construction period. Total capital investment is projected to be \$39M.

PACE Special Assessment Agreements are authorized under PA 270 of 2010 and administered according to the recently approved Ottawa County PACE Program Report. Payment of the special assessment created under this agreement will be made directly to the lender by the developer, and not funnel through the County. In the rare event of default, this special assessment would be handled according to the same protocol as any other property tax default.

## Financial Information:

Total Cost: \$8,507,001.00

General Fund Cost: \$0.00

Included in Budget: No

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

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

Objective:

## Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 6/15/2021

SPACE ABOVE FOR RECORDING PURPOSES

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

*by and among*

**OTTAWA COUNTY, MICHIGAN**

*and*

**HOLLAND SENIOR PARTNERS, LLC**

*and*

**PETROS PACE FINANCE TITLING TRUST**

**Dated: [\_\_\_\_\_], 2021**

**Ottawa County PACE Special Assessment Agreement  
QUINCY PLACE**

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**Ottawa County PACE Special Assessment Agreement**  
**QUINCY PLACE**

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

**THIS PACE SPECIAL ASSESSMENT AGREEMENT** (this “Agreement”) is made this [\_\_\_\_], 2021 between OTTAWA COUNTY, a Michigan county corporation (the “County”), whose address is 12220 Fillmore Street, West Olive, MI 49460, Holland Senior Partners, LLC, an Indiana limited liability company (the “Property Owner”), whose address is 802 East 86<sup>th</sup> Street, Indianapolis, IN 46240 and Petros PACE Finance Titling Trust, a Delaware statutory trust (the “Lender”), whose address is 300 W. 6<sup>th</sup> Street, STE 1540, Austin, TX 78701.

**RECITALS:**

A. Pursuant to Act 270 and a resolution adopted by the Ottawa County Board of Commissioners on June 8, 2021, Ottawa has established the PACE Program as described in the PACE Program Report and has created the Special Assessment District under the PACE Program for the purpose, *inter alia*, of assisting a record owner of property within the Special Assessment District in obtaining Owner-Arranged Financing from a commercial lender to defray the costs of one or more Energy Projects on the property.

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

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

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

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

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

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**ARTICLE I**  
**DEFINITIONS**

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

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

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

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

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

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

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

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

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

(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



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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 [\_\_\_\_\_], 2021, 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 June 8, 2021, 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.

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

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(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 and requests funding therefore under the PACE Program, **Appendix E** may be amended or supplemented from time to time. Such additional Improvements to be funded under the PACE Program 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 to complete the Improvements and to pay that portion of the costs of the Improvements in excess of



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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 Eight million Five hundred Seven thousand One dollar and Two cents (\$8,507,001.02) 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 [26] 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 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



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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 County, 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 County 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 County 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 County 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 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.



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**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 paid the Special Assessment (and all accrued interest) in full or 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 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 (which Lender hereby agrees to promptly give upon such payment), it will promptly execute and deliver documentation discharging the lien of the Special Assessment on the Special Assessment Parcel. Until the Special



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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 prepared by Lender: (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, and the same is not cured within five (5) business days after Property Owner's receipt of written notice (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 and Property Owner 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 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



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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.

**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 thirty (30) days' written notice to the Lender and the County, prepay the Special Assessment or any installment(s) thereof specified in the Payment Schedule by causing to be paid to the Lender the amount of the Special Assessment to be prepaid, together with accrued interest thereon to the



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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 by Lender in accordance herewith and with the Loan Documents, have been paid and received by Lender.

**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:

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(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.

**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:



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(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.

(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.

**Ottawa County PACE Special Assessment Agreement**  
**QUINCY PLACE**

(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.

**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



**Ottawa County PACE Special Assessment Agreement**  
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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.

**Section 7.05 Indemnification of Ottawa County.**

(a) **By Property Owner.** Except to the extent claims arise from Ottawa County's gross negligence or intentional misconduct, Property Owner agrees to indemnify, defend and save harmless Ottawa County against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against Ottawa County because of any of the following:

(1) Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to the extent it is attributable, to the Property Owner, or any of its personnel, employees, consultants, agents, or any entities associated or affiliated with the Property



**Ottawa County PACE Special Assessment Agreement**  
**QUINCY PLACE**

Owner (directly or indirectly) or any subsidiary to the Property Owner now existing, or to be created, its agents and employees for whose acts any of them might be liable.

(2) Any failure by the Property Owner, or any of its employees to perform their obligations either implied or expressed under this Agreement.

Nothing in this article shall be deemed to relieve the Property Owner of its duties to defend Ottawa County, as specified, pending a determination of the liabilities of the Property Owner, by legal proceeding or agreement. Ottawa County shall cooperate with the Property Owner in the defense against the suit. In no event shall the Property Owner make any admission of guilt or liability on behalf of Ottawa County without Ottawa County's prior, written consent.

(b) By Lender. Except for claims arising from Ottawa County's gross negligence, Lender agrees to indemnify, defend and save harmless Ottawa County against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against Ottawa County because of:

Any gross negligent or tortious act, error or omission held in a court of competent jurisdiction to be attributable in whole or in part to the Lender, or any of its personnel, employees, consultants, agents, or any entities associated or affiliated with the Lender (directly or indirectly) or any subsidiary to the Lender now existing, or to be created, their agents and employees for whose acts any of them might be liable.

Nothing in this article shall be deemed to relieve Lender of its duties to defend Ottawa County, as specified, pending a determination of the liabilities of the Lender, by legal proceeding or agreement. The County shall cooperate with Lender in the defense against the suit. In no event shall Lender make any admission of guilt or liability on behalf of Ottawa County without Ottawa County's prior, written consent.

For purposes of these provisions, the term "County" includes the County of Ottawa and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, employees, and elected or appointed officials.

This indemnity must not be construed as a waiver of any governmental immunity Ottawa County, its agencies, or employees, has as provided by statute or modified by court decisions.

**Section 7.06 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**

**Ottawa County PACE Special Assessment Agreement**  
**QUINCY PLACE**

**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 and Property Owner 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. This Agreement runs with the title to the Property and shall be enforceable on any future owner thereof until the Special Assessment is repaid.

**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**  
**QUINCY PLACE**

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: Holland Senior Partners, LLC  
802 E. 86th Street  
Indianapolis, Indiana 46240-1806  
Attn: Chris King

With a copy to: ICE MILLER LLP  
250 West Street, Suite 700  
Columbus, Ohio 43215-7509  
Attention: Joanne I. Goldhand  
Email: Joanne.Goldhand@icemiller.com

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

If to the Lender: Petros PACE Finance Titling Trust  
c/o Petros PACE Finance  
300 West 6<sup>th</sup> Street, Suite 1540  
Austin, TX 78701

**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.



**Ottawa County PACE Special Assessment Agreement**  
**QUINCY PLACE**

**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.

**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 PAGES]







**Ottawa County PACE Special Assessment Agreement**  
**QUINCY PLACE**

**IN WITNESS WHEREOF**, Ottawa County, Property Owner, and Lender have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

**LENDER**

**PETROS PACE FINANCE TITLING TRUST**, a  
Delaware statutory trust

By: PETROS PACE FINANCE, LLC, its  
Attorney-in-Fact

By: \_\_\_\_\_  
Name: Mansoor Ghori  
Its: Manager

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF TRAVIS        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Mansoor Ghori, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument. He is the Manager of Petros PACE Finance, LLC who is the Attorney-in-Fact of Petros PACE Finance Titling Trust, for and on behalf of said Petros PACE Finance Titling Trust, and he acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

**Document prepared by:**  
Todd M. Williams, Esq.  
Lean & Green Michigan, LLC  
3400 Russell Street, Ste 255  
Detroit, MI 48207  
(313) 444-1474  
todd@leanandgreenmi.com

**Ottawa County PACE Special Assessment Agreement**  
**QUINCY PLACE**

**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  
QUINCY PLACE**

**APPENDIX B**

**SPECIAL ASSESSMENT PARCEL DESCRIPTION**

**Parcel Number:** 70-16-09-200-044

**Address:** 12198 Quincy St., Holland, MI 49424

**LEGAL DESCRIPTION:**

Land situated in the Township of Holland, County of Ottawa, State of Michigan, and described as:

Part of the Northeast 1/4 of Section 9, Town 5 North, Range 15 West, described as Commencing at the North 1/4 corner; thence North 88 degrees 45' 22" East 432.82 feet to the point of beginning of this description; thence continuing North 88 degrees 45' 22" East 451.97 feet; thence South 1 degree 20' 28" East 370 feet; thence South 41 degrees 19' 52" East 653.54 feet; thence South 1 degree 20' 28" East 701.61 feet; thence South 89 degrees 13' 33" West 495.31 feet; thence North 1 degree 05' 37" West 633.48 feet; thence North 41 degrees 19' 52" West 593.62 feet; thence North 1 degree 05' 37" West 479.91 feet to the place of beginning.



**Ottawa County PACE Special Assessment Agreement  
QUINCY PLACE**

**APPENDIX C**

**SPECIAL ASSESSMENT ROLL**

PACE Project Special Assessment

Parcel Number: 70-16-09-200-044

Address: 12198 Quincy St., Holland, MI 49424

City: Charter Township of Holland

Owner: Holland Senior Partners, LLC

Assessment: \$8,507,001.02

Percent: 100%

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.

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Dated

**Ottawa County PACE Special Assessment Agreement  
QUINCY PLACE**

**APPENDIX D**

**PAYMENT SCHEDULE**

<u>Payment Date</u>	<u>Period</u>	<u>Total Payment</u>	<u>Beginning Loan Balance</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>Ending Loan Balance</u>
6/30/2021	0	-	(8,507,001.02)	-	-	(8,507,001.02)
8/31/2021	0	80,580.20	(8,507,001.02)	-	80,580.20	(8,507,001.02)
2/28/2022	0	235,242.21	(8,507,001.02)	-	235,242.21	(8,507,001.02)
8/31/2022	0	239,141.25	(8,507,001.02)	-	239,141.25	(8,507,001.02)
2/28/2023	0	235,242.21	(8,507,001.02)	-	235,242.21	(8,507,001.02)
8/31/2023	1	237,191.73	(8,507,001.02)	-	237,191.73	(8,507,001.02)
2/28/2024	2	237,191.73	(8,507,001.02)	-	237,191.73	(8,507,001.02)
8/31/2024	3	237,191.73	(8,507,001.02)	-	237,191.73	(8,507,001.02)
2/28/2025	4	237,191.73	(8,507,001.02)	-	237,191.73	(8,507,001.02)
8/31/2025	5	346,292.24	(8,507,001.02)	109,100.51	237,191.73	(8,397,900.51)
2/28/2026	6	346,292.24	(8,397,900.51)	112,142.44	234,149.80	(8,285,758.07)
8/31/2026	7	346,292.24	(8,285,758.07)	115,269.19	231,023.05	(8,170,488.88)
2/28/2027	8	346,292.24	(8,170,488.88)	118,483.12	227,809.12	(8,052,005.76)
8/31/2027	9	346,292.24	(8,052,005.76)	121,786.66	224,505.58	(7,930,219.10)
2/28/2028	10	346,292.24	(7,930,219.10)	125,182.31	221,109.93	(7,805,036.79)
8/31/2028	11	346,292.24	(7,805,036.79)	128,672.64	217,619.60	(7,676,364.15)
2/28/2029	12	346,292.24	(7,676,364.15)	132,260.28	214,031.96	(7,544,103.87)
8/31/2029	13	346,292.24	(7,544,103.87)	135,947.96	210,344.28	(7,408,155.91)
2/28/2030	14	346,292.24	(7,408,155.91)	139,738.45	206,553.79	(7,268,417.46)
8/31/2030	15	346,292.24	(7,268,417.46)	143,634.63	202,657.61	(7,124,782.83)

**Ottawa County PACE Special Assessment Agreement**  
**QUINCY PLACE**

2/28/2031	16	346,292.24	(7,124,782.83)	147,639.44	198,652.80	(6,977,143.39)
8/31/2031	17	346,292.24	(6,977,143.39)	151,755.92	194,536.32	(6,825,387.47)
2/28/2032	18	346,292.24	(6,825,387.47)	155,987.17	190,305.07	(6,669,400.30)
8/31/2032	19	346,292.24	(6,669,400.30)	160,336.39	185,955.85	(6,509,063.91)
2/28/2033	20	346,292.24	(6,509,063.91)	164,806.88	181,485.36	(6,344,257.03)
8/31/2033	21	346,292.24	(6,344,257.03)	169,402.02	176,890.22	(6,174,855.01)
2/28/2034	22	346,292.24	(6,174,855.01)	174,125.28	172,166.96	(6,000,729.73)
8/31/2034	23	346,292.24	(6,000,729.73)	178,980.23	167,312.01	(5,821,749.50)
2/28/2035	24	346,292.24	(5,821,749.50)	183,970.54	162,321.70	(5,637,778.96)
8/31/2035	25	346,292.24	(5,637,778.96)	189,100.00	157,192.24	(5,448,678.96)
2/28/2036	26	346,292.24	(5,448,678.96)	194,372.48	151,919.76	(5,254,306.48)
8/31/2036	27	346,292.24	(5,254,306.48)	199,791.96	146,500.28	(5,054,514.52)
2/28/2037	28	346,292.24	(5,054,514.52)	205,362.55	140,929.69	(4,849,151.97)
8/31/2037	29	346,292.24	(4,849,151.97)	211,088.45	135,203.79	(4,638,063.52)
2/28/2038	30	346,292.24	(4,638,063.52)	216,974.01	129,318.23	(4,421,089.51)
8/31/2038	31	346,292.24	(4,421,089.51)	223,023.67	123,268.57	(4,198,065.84)
2/28/2039	32	346,292.24	(4,198,065.84)	229,242.00	117,050.24	(3,968,823.84)
8/31/2039	33	346,292.24	(3,968,823.84)	235,633.71	110,658.53	(3,733,190.13)
2/28/2040	34	346,292.24	(3,733,190.13)	242,203.64	104,088.60	(3,490,986.49)
8/31/2040	35	346,292.24	(3,490,986.49)	248,956.75	97,335.49	(3,242,029.74)
2/28/2041	36	346,292.24	(3,242,029.74)	255,898.15	90,394.09	(2,986,131.59)
8/31/2041	37	346,292.24	(2,986,131.59)	263,033.08	83,259.16	(2,723,098.51)
2/28/2042	38	346,292.24	(2,723,098.51)	270,366.96	75,925.28	(2,452,731.55)



**Ottawa County PACE Special Assessment Agreement**  
**QUINCY PLACE**

8/31/2042	39	346,292.24	(2,452,731.55)	277,905.32	68,386.92	(2,174,826.23)
2/28/2043	40	346,292.24	(2,174,826.23)	285,653.86	60,638.38	(1,889,172.37)
8/31/2043	41	346,292.24	(1,889,172.37)	293,618.44	52,673.80	(1,595,553.93)
2/28/2044	42	346,292.24	(1,595,553.93)	301,805.09	44,487.15	(1,293,748.84)
8/31/2044	43	346,292.24	(1,293,748.84)	310,220.01	36,072.23	(983,528.83)
2/28/2045	44	346,292.24	(983,528.83)	318,869.54	27,422.70	(664,659.29)
8/31/2045	45	346,292.24	(664,659.29)	327,760.25	18,531.99	(336,899.04)
2/28/2046	46	346,292.44	(336,899.04)	336,899.04	9,393.40	-

**Ottawa County PACE Special Assessment Agreement**  
**QUINCY PLACE**

**APPENDIX E**

**DESCRIPTION OF IMPROVEMENTS**

Excerpt from PACE Energy Study for Quincy Place, dated 5/21/2021, prepared by Asset Environments:

**Scopes of Work:**

The following scopes of work were evaluated for PACE financing. To determine the energy and maintenance savings of the facility, Asset Environments compared the annual costs of a code-minimum building to the actual design. The City of Holland's current energy code is the International Energy Conservation Code (IECC) - 2015, which uses American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) 90.1-2013 as a reference for several efficiency standards.

**1) Lighting - Interior:** All of the new interior fixtures being installed in the building are Light Emitting Diode (LED) technology. These lights are much more efficient, last longer and require less maintenance than other alternatives such as fluorescent, incandescent and halogen lighting. The IECC allows for evaluating lighting energy density in two ways: by area type or by building type. For this evaluation, the building type method was used. The maximum energy density in a Health Care Clinic is 0.9 W/ft<sup>2</sup>; because the Quincy Place campus is using all LED technology, the resultant lighting energy density is estimated to be 0.34 W/ft<sup>2</sup>.

**2) Additional Wall Insulation:** The insulation installed on the non-"Group R" buildings will be R-21 or better batt insulation, which is above the code minimum requirements of R-20. Similar to the roof insulation, exceeding code minimum requirements will result in cost savings from reduced energy consumption.

**3) Additional Roof Insulation:** The insulation on the non-"Group R" building roofs will be R-49 (ft<sup>2</sup>·°F·h/BTU) batt insulation, which exceeds the code minimum requirements of R-38 (ft<sup>2</sup>·°F·h/BTU). Exceeding code minimum requirements will result in energy cost savings from reduced heating and cooling energy use.

**4) Low U-Value Windows:** The windows in the facility will have a U-value that exceeds IECC requirements. U-value represents the rate of heat transfer through a material, so in the case of windows, a lower U-value means lower heating and cooling energy consumption. The maximum IECC-2015 U-value for a Health Care Clinic building is 0.38 BTU/(hr \* °F \* ft<sup>2</sup>) for windows. The windows at the Quincy Place facility will all have a value of 0.34 BTU/(hr \* °F \* ft<sup>2</sup>) or better.

**5) High Efficiency DHW Heaters:** The hot water for use in sinks, showers, laundry and other domestic functions will be heated via six (6) high efficiency domestic hot water (DHW) heaters. The baseline model assumed that the facility used electric hot water heaters; the actual DHW heaters are natural gas units with a nominal combustion efficiency 95% or better. Using high-efficiency natural gas heaters reduces both utility costs and air pollution due to the inefficiencies in creating electricity.



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**6) HVAC Systems:** The building uses a combination of heating, ventilation and air conditioning (HVAC) systems to keep the building conditioned. All of the systems exceed energy minimums either for heating, cooling or both:

- **PTAC Systems:** The Unit A, B, C, and D resident rooms and offices are conditioned with Packaged Terminal Air Conditioning (PTAC) systems. The cooling system has an efficiency of 13.0 EER for the resident room PTACS versus a code minimum efficiency of 11.9 EER, and a cooling efficiency of 10.2 EER for the office units versus a code minimum requirement of 9.65 EER.

- **Package Rooftop Units (RTU) with Natural Gas Heat:** The common area in Building 5 and 6 will be conditioned via nine (9) packaged RTUs. These are DX cooling systems with natural gas heat. The units have a weighted average cooling efficiency of 13.0 EER versus a code minimum requirement of 11.0 EER, and a heating efficiency that exceeds code minimum requirements since the units use natural gas instead of electricity.

- **Air Cooled Split System Heat Pumps:** The Unit E, F, and G resident rooms are conditioned via eleven (11) blower coils and heat pumps. The heat pumps have an average COP of 3.43 versus an electric heating code minimum of 1.0, and the units being installed have a weighted cooling efficiency of 11.72 EER versus a code minimum requirement of 11.0 EER.

- **Gas Fired Furnace Split System:** The corridors will all be conditioned with gas fired furnace split systems. In addition, the non-“Group R” buildings will also have dedicated outdoor air systems (DOAs) serving the common areas to help bring in fresh air. Although the cooling efficiency was not known at the time of this study, the heating systems will exceed code minimum requirements since they use natural gas instead of electricity.

**7) Low-Flow Plumbing:** The lavatories (faucets), showers, and water closets (toilets) in the resident rooms will all be lower-flow than code maximums. This will both save water, and in the case of the showers and lavatories, save natural gas via reduced hot water consumption. The building was modeled with the following water consumption rates by fixture type based on the current design.

**8) Exterior Lighting:** The lighting in both the parking lot and the exterior of the building will be LED technology. Similar to the interior LED lighting, these lights are more efficient, last longer and require less maintenance than other alternatives such as metal halides.

**9) Elevator:** The elevator in Building 3 and Building 4 will be thyssenkrupp Elevator Corporation Endura A elevators. These elevators will include automatic fan and light shutoff controls which help reduce energy when the elevator is not in use. The savings reported in the table were calculated using thyssenkrupp Elevator Corporation’s online energy savings calculator.



Ottawa County PACE Special Assessment Agreement  
QUINCY PLACE

APPENDIX F  
**PACE Program Application**

**Property and Property Owner Information**

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

**Parcel #:** 70-16-09-200-044  
**Address:** 12340 Quincy St, Holland, Michigan  
**Owner:** Holland Senior Partners, LLC

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

- Agricultural  
 **Commercial** (including multifamily with 4 or more units)  
• Type of commercial property – 154-unit Senior Living  
 Community  
 Industrial  
 Nonprofit

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

**Property Owner/Company Name:** Holland Senior Partners, LLC  
**Signatory Name:** Tom Smith  
**Address:** 802 East 86th St. Indianapolis, IN 46240  
**E-mail Address:** tsmith@leobrowngroup.com  
**Telephone Number:** (317) 669-0266

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

- Individual       LLP  
 Corporation       501(c)3      Other  LLC

5. **Property Valuation**

**State Equalized Value (SEV):** \$142,600  
**Date of SEV:** 2021 Tax Year  
**Valuation (per Appraisal):** \$46,500,000  
**Date of Appraisal:** March 8, 2021

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

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

**Total Dollar Amount of Liens Against Property:** \$ \_\_\_\_\_

**Ottawa County PACE Special Assessment Agreement  
QUINCY PLACE**

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

	<b>Amount of Mortgage</b>	<b>Name of Mortgage Holder</b>
<b>Mortgage</b>	\$26,600,000	Centier Bank
<b>Additional Debt on Property</b>	\$ _____	_____

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

**Energy Project Information**

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

Name: Leo Brown Group  
 Address: 802 E 86th St, Indianapolis, IN 46240  
 Name of Contact: Chris King  
 E-mail Address: cking@leobrowngroup.com  
 Telephone Number: (317) 507- 4062  
 Other Contractors: \_\_\_\_\_

Name: Grand Contracting (General Contractor)  
 Address: 802 E 86th St, Indianapolis, IN 46240  
 Name of Contact: Chris Vensel  
 E-mail Address: cvensel@grandcontracting.net  
 Telephone Number: 317-552-2294  
 Other Contractors: \_\_\_\_\_

**2. Overall Energy Project Cost:**

Lighting	\$673,612.00
Walls	\$903,359.00
Roof	\$833,364.00
Windows	\$563,640.00
DHW	\$66,000.00
HVAC	\$2,603,159.00
Low Flow	\$903,329.00
Exterior Lights	\$626,726.00
Elevator	\$326,040.00
<b>Total</b>	<b>\$ 7,499,229.00</b>

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

**3a. Year 1:** 3.79  
**3b. Overall:** 2.77

**Ottawa County PACE Special Assessment Agreement  
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- 4. **Useful Life of Energy Project Measures:** 25 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: Petros PACE Finance  
Address: 300 W 6<sup>th</sup> Street, STE 1540, Austin, TX 78701  
E-mail Address: ariel@petrospartners.com  
Telephone Number: 512-599-9036

- 2. **Requested Assessment Amount** (*Based on the energy analysis*)

Energy Project Cost:	\$7,499,229
Energy Audit	\$17,500
LAGM Admin Fee	\$97,496
Lender Legal and Closing Fees	\$12,500
LAGM Legal Fee	\$5,000
Capitalized Interest	\$790,206
Lender Origination Fee	\$85,070
<b>Total Assessment Amount:</b>	<b>\$8,507,001 (Total of all lines above)</b>

- 3. **Requested Assessment Repayment Period:** 25 years (2-year interest only (capitalized) + 2-year interest only pmts + 21-year principal & interest pmts)
- 4. **Interest Rate Offered by Lender:** 325 bps + Treasury, 5.25% floor (Prior to the 25-bp rate adder)

**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**  
**QUINCY PLACE**

**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**  
**QUINCY PLACE**

\_\_\_\_\_  
(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  
QUINCY PLACE**

**APPENDIX H**

**LENDER CONSENT**

**[ATTACHED]**



Lender Consent and Acknowledgement of Property Owner Participation in  
County of Ottawa, Michigan PACE Program<sup>1</sup>

This Lender Consent and Acknowledgement is granted \_\_\_\_\_, 2021, by Centier Bank (the “Lender”), and for the benefit of Holland Senior Partners, LLC, an Indiana limited liability company (the “Property Owner”), Petros PACE Finance Titling Trust (the “PACE Lender”), and Ottawa County (“the County”) in the State of Michigan.

**Recitals**

A. Pursuant to Public Act No. 270 of 2010, Ottawa County established the Ottawa County Property Assessed Clean Energy (“PACE”) program on [●], 2021, by a Resolution adopted by the Board of Commissioners of Ottawa County to promote installation of energy efficiency improvements and/or renewable energy systems.

B. The Property Owner has applied to the program to finance the improvements outlined in **Appendix A** attached hereto on the Property Owner’s real property, described in **Appendix B** attached hereto (the “Property”). The Property Owner desires to enter into a PACE Special Assessment Agreement with the County and the PACE Lender, pursuant to which the PACE financing will be repaid as a special assessment on the Property. The related payment terms are proposed to consist of the following:

- Approximate Cost of Energy Improvements: \$
- Total PACE Financing Amount\*: Up to \$ \_\_\_\_\_
- Term of repayment period: \_\_\_\_ years
- Payments per year: \_\_\_\_

*\* Includes all program fees and capitalized interest during construction.*

C. Owner has previously executed a mortgage, dated [●], to the Lender, encumbering the Property, to secure repayment pursuant to a promissory note in the sum of \$[●] and recorded on [●] 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 will be recorded against the Property in the Office of the County Clerk/Register of Deeds for Ottawa County, Michigan, 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.

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<sup>1</sup> If property being improved has no mortgage, please submit documentation demonstrating such.

## **Consent and Acknowledgement**

Lender acknowledges that it has been informed of the Property Owner's participation in the Ottawa County PACE Program, and hereby consents to the assessment and agrees that Property Owner's execution of the PACE Special Assessment Agreement will not constitute a default under Lender's mortgage.

Lender understands that, pursuant to Michigan Compiled Laws, Chapter 460. Public Utilities § 460.943, the assessment described herein constitutes a lien against the property on which the assessment is imposed until the assessment, including any interest or penalty, is paid in full and the lien runs with the property and has the same priority and status as other property tax and assessment liens. Lender further understands that as a result of the PACE Special Assessment Agreement between Ottawa County, the Property Owner, and the PACE Lender, the assessment described herein will be levied on the Property, and that the assessment will be collected in installments subject to the same penalties, remedies, and lien priorities as real property taxes.

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 County PACE Program.

Name of Lender: Centier Bank

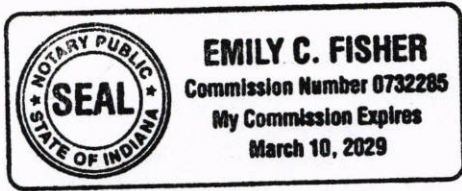
Date: 6/3, 2021

By: [Signature]

Title: VICE PRESIDENT BUSINESS BANKING

STATE OF IN )  
 ) ss  
COUNTY OF Tippecanoe )

The foregoing instrument was acknowledged before me this 3 day of June, 2021,  
by Daniel G Petre, on behalf of Centier Bank.



Emily C Fisher Emily C Fisher  
\_\_\_\_\_, Notary Public  
Tippecanoe County, State of IN  
Acting in Tippecanoe County  
My Commission Expires: 3/10/29



**APPENDIX A  
DESCRIPTION OF ENERGY IMPROVEMENTS**

[TO BE SLIP-SHEETED IN UPON FINALIZATION]



**APPENDIX B**  
**SPECIAL ASSESSMENT PARCEL DESCRIPTION**

**Parcel Number:** 70-16-09-200-044

**Address:** 12198 Quincy St., Holland, MI 49424

**LEGAL DESCRIPTION:**

Land situated in the Township of Holland, County of Ottawa, State of Michigan, and described as:

Part of the Northeast 1/4 of Section 9, Town 5 North, Range 15 West, described as Commencing at the North 1/4 corner; thence North 88 degrees 45' 22" East 432.82 feet to the point of beginning of this description; thence continuing North 88 degrees 45' 22" East 451.97 feet; thence South 1 degree 20' 28" East 370 feet; thence South 41 degrees 19' 52" East 653.54 feet; thence South 1 degree 20' 28" East 701.61 feet; thence South 89 degrees 13' 33" West 495.31 feet; thence North 1 degree 05' 37" West 633.48 feet; thence North 41 degrees 19' 52" West 593.62 feet; thence North 1 degree 05' 37" West 479.91 feet to the place of beginning.



## LEAN & GREEN MICHIGAN COST ANALYSIS

Property & Project Information	
<b>Contractor</b>	<b>Asset Environments</b>
<b>Property Owner</b>	<b>Quincy Place - Leo Brown Group</b>
<b>Address</b>	<b>12766-12198 Quincy St., Holland Charter Township, MI</b>
Property Value (2xSEV or Appraisal)	\$ 43,180,000.00
Outstanding Mortgage	\$ 26,600,000.00
Overall indebtedness	81%
PACE Loan-to-Value Ratio	20%
Brief description of project/energy conservation measures to be installed	Lighting, building envelope, plumbing, elevators and electrical

Project Budget		
<b>Contractor Costs</b>		
Estimated Total Hard Costs	\$7,499,229.00	Useful Life (in years) 25
Individual measure: Lighting	\$673,612.00	20
Individual measure: Walls	\$903,359.00	30
Individual measure: Roof	\$833,364.00	30
Individual measure: Windows	\$563,640.00	30
Individual measure: DHW	\$66,000.00	20
Individual measure: HVAC	\$2,603,159.00	25
Individual measure: Low Flow	\$903,329.00	20
Individual measure: Exterior Lights	\$626,726.00	20
Individual measure: Elevator	\$326,040.00	30
Estimated Audit Fees	\$17,500.00	
Estimated Soft Costs	\$0.00	
<b>Legal Costs</b>		
Lender Origination Fee	\$85,070.01	
Government Legal Fee	\$5,000.00	
Lender Legal Fee	\$12,500.00	
<b>PACE Administrative Costs</b>		
LEP Fee (2% of total cost of installation, including audit fees, but not including legal fees)	\$97,496.14	
<b>Subtotal</b>	<b>\$7,716,795.15</b>	
Down payment (optional)	\$0.00	
Capitalized Interest	\$790,205.87	
<b>Total amount to be financed w/ PACE</b>	<b>\$8,507,001.02</b>	

Pricing Based on Close Date of: **6/30/2021**

PACE Financing Terms	
Estimated Amount to be Financed	\$8,507,001.00
Interest Rate (%)	5.50% (including admin adder)
Estimated Loan Term (Years)	25
Number of Payments/Year	2
Annual P&I Payment	see below

Cashflow Summary					
Year	PACE <i>Principal</i> Payments	Total Energy Savings	Total ACDC Savings	Cash Flow	SIR
1	\$0.00	\$0.00	\$705,017.71	\$705,017.71	N/A
2	\$0.00	\$0.00	\$546,456.66	\$546,456.66	N/A
3	\$0.00	\$272,171.64	\$546,456.66	\$818,628.31	N/A
4	\$0.00	\$280,336.79	\$546,456.66	\$826,793.46	N/A
5	\$221,242.95	\$288,746.90	\$549,498.59	\$617,002.54	3.79
6	\$233,752.31	\$297,409.30	\$562,007.95	\$625,664.95	3.68
7	\$246,968.97	\$306,331.58	\$575,224.61	\$634,587.23	3.57
8	\$260,932.92	\$315,521.53	\$589,188.56	\$643,777.17	3.47
9	\$275,686.41	\$324,987.18	\$603,942.05	\$653,242.82	3.37
10	\$291,274.07	\$334,736.79	\$619,529.71	\$663,992.43	3.28
11	\$307,743.09	\$344,778.90	\$635,998.73	\$673,034.54	3.19
12	\$325,143.27	\$355,122.26	\$653,398.91	\$683,377.91	3.10
13	\$343,527.30	\$365,775.93	\$671,782.94	\$694,031.57	3.02
14	\$362,950.77	\$376,749.21	\$691,206.41	\$705,004.85	2.94
15	\$383,472.48	\$388,051.68	\$711,728.12	\$716,307.33	2.87
16	\$405,154.51	\$399,693.24	\$733,410.15	\$727,948.88	2.80
17	\$428,062.46	\$411,684.03	\$756,318.10	\$739,939.67	2.73
18	\$452,265.67	\$424,034.55	\$780,521.31	\$752,290.20	2.66
19	\$477,837.35	\$436,755.59	\$806,092.99	\$765,011.23	2.60
20	\$504,854.90	\$449,858.26	\$833,110.54	\$778,113.90	2.54
21	\$533,400.04	\$463,354.01	\$861,655.68	\$791,609.65	2.48
22	\$563,559.18	\$477,254.63	\$891,614.82	\$805,510.27	2.43
23	\$595,423.53	\$472,334.72	\$923,679.17	\$800,590.36	1.84
24	\$629,089.55	\$172,611.93	\$957,345.19	\$500,867.58	N/A
25	\$664,659.23	\$172,897.47	\$992,914.73	\$501,152.91	N/A
<b>Totals</b>	<b>\$8,507,001.02</b>	<b>\$7,831,198.12</b>	<b>\$17,744,757.01</b>	<b>\$17,068,954.11</b>	<b>3.01</b>
<b>Term SIR</b>					<b>3.01</b>



Annual Savings vs. Cost - Quincy PACE Loan

Input Summary

<b>Annual Energy Escalation</b>		1.03
<b>Total PACE Hard &amp; Soft Costs</b>	\$	7,499,229
<b>Additional Fees</b>	\$	1,007,772
<b>Total</b>	\$	8,507,001
<b>Annual Principal Payment (25 year term)</b>	\$	340,280

Year of Operation	Energy + Maintenance Savings		
	Lighting (20)	Walls (30)	Roof (30)
Construction	N/A	N/A	N/A
Construction	N/A	N/A	N/A
1	\$ 42,250.21	\$ 1,046.74	\$ 303.82
2	\$ 43,517.72	\$ 1,078.14	\$ 312.93
3	\$ 44,823.25	\$ 1,110.48	\$ 322.32
4	\$ 46,167.94	\$ 1,143.80	\$ 331.99
5	\$ 47,552.98	\$ 1,178.11	\$ 341.95
6	\$ 48,979.57	\$ 1,213.46	\$ 352.21
7	\$ 50,448.96	\$ 1,249.86	\$ 362.77
8	\$ 51,962.43	\$ 1,287.36	\$ 373.66
9	\$ 53,521.30	\$ 1,325.98	\$ 384.87
10	\$ 55,126.94	\$ 1,365.76	\$ 396.41
11	\$ 56,780.75	\$ 1,406.73	\$ 408.30
12	\$ 58,484.17	\$ 1,448.93	\$ 420.55
13	\$ 60,238.70	\$ 1,492.40	\$ 433.17
14	\$ 62,045.86	\$ 1,537.17	\$ 446.17
15	\$ 63,907.23	\$ 1,583.29	\$ 459.55
16	\$ 65,824.45	\$ 1,630.78	\$ 473.34
17	\$ 67,799.18	\$ 1,679.71	\$ 487.54
18	\$ 69,833.16	\$ 1,730.10	\$ 502.16
19	\$ 71,928.15	\$ 1,782.00	\$ 517.23
20	\$ 74,086.00	\$ 1,835.46	\$ 532.74
21	\$	\$ 1,890.53	\$ 548.73
22	\$	\$ 1,947.24	\$ 565.19
23	\$	\$ 2,005.66	\$ 582.14
24	\$	\$ 2,065.83	\$ 599.61
25	\$	\$ 2,127.80	\$ 617.60
26	\$	\$ 2,191.64	\$ 636.12
27	\$	\$ 2,257.39	\$ 655.21
28	\$	\$ 2,325.11	\$ 674.86
29	\$	\$ 2,394.86	\$ 695.11
30	\$	\$ 2,466.71	\$ 715.96
	\$ 1,135,279	\$ 49,799	\$ 14,454

Windows (30)	DHW (20)	HVAC (25)	Low Flow (20)	Exterior Lights (20)
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
\$ 2,816.10	\$ 122,031.40	\$ 93,010.34	\$ 5,084.94	\$ 4,678.50
\$ 2,900.58	\$ 125,692.34	\$ 95,800.65	\$ 5,237.49	\$ 4,818.86
\$ 2,987.60	\$ 129,463.11	\$ 98,674.67	\$ 5,394.61	\$ 4,963.42
\$ 3,077.23	\$ 133,347.00	\$ 101,634.91	\$ 5,556.45	\$ 5,112.33
\$ 3,169.55	\$ 137,347.41	\$ 104,683.95	\$ 5,723.15	\$ 5,265.70
\$ 3,264.63	\$ 141,467.84	\$ 107,824.47	\$ 5,894.84	\$ 5,423.67
\$ 3,362.57	\$ 145,711.87	\$ 111,059.21	\$ 6,071.68	\$ 5,586.38
\$ 3,463.45	\$ 150,083.23	\$ 114,390.98	\$ 6,253.84	\$ 5,753.97
\$ 3,567.35	\$ 154,585.72	\$ 117,822.71	\$ 6,441.45	\$ 5,926.59
\$ 3,674.37	\$ 159,223.29	\$ 121,357.39	\$ 6,634.69	\$ 6,104.39
\$ 3,784.60	\$ 163,999.99	\$ 124,998.12	\$ 6,833.73	\$ 6,287.52
\$ 3,898.14	\$ 168,919.99	\$ 128,748.06	\$ 7,038.75	\$ 6,476.14
\$ 4,015.09	\$ 173,987.59	\$ 132,610.50	\$ 7,249.91	\$ 6,670.43
\$ 4,135.54	\$ 179,207.22	\$ 136,588.82	\$ 7,467.41	\$ 6,870.54
\$ 4,259.60	\$ 184,583.44	\$ 140,686.48	\$ 7,691.43	\$ 7,076.66
\$ 4,387.39	\$ 190,120.94	\$ 144,907.08	\$ 7,922.17	\$ 7,288.96
\$ 4,519.01	\$ 195,824.57	\$ 149,254.29	\$ 8,159.84	\$ 7,507.62
\$ 4,654.58	\$ 201,699.31	\$ 153,731.92	\$ 8,404.63	\$ 7,732.85
\$ 4,794.22	\$ 207,750.29	\$ 158,343.87	\$ 8,656.77	\$ 7,964.84
\$ 4,938.05	\$ 213,982.79	\$ 163,094.19	\$ 8,916.47	\$ 8,203.78
\$ 5,086.19		\$ 163,094.19		
\$ 5,238.78		\$ 163,094.19		
\$ 5,395.94		\$ 163,094.19		
\$ 5,557.82		\$ 163,094.19		
\$ 5,724.55		\$ 163,094.19		
\$ 5,896.29				
\$ 6,073.18				
\$ 6,255.37				
\$ 6,443.03				
\$ 6,636.32				
\$ 133,977	\$ 3,279,029	\$ 3,314,694	\$ 136,634	\$ 125,713



		Annual Payment, Principal Only	SIR (Energy & Maintenance Only)
Elevator (30)	Total		
N/A	N/A	\$ -	N/A
N/A	N/A	\$ -	N/A
\$ 949.60	\$ 272,172	\$ -	N/A
\$ 978.09	\$ 280,337	\$ -	N/A
\$ 1,007.43	\$ 288,747	\$ 221,243	1.31
\$ 1,037.65	\$ 297,409	\$ 233,752	1.27
\$ 1,068.78	\$ 306,332	\$ 246,969	1.24
\$ 1,100.85	\$ 315,522	\$ 260,933	1.21
\$ 1,133.87	\$ 324,987	\$ 275,686	1.18
\$ 1,167.89	\$ 334,737	\$ 291,274	1.15
\$ 1,202.93	\$ 344,779	\$ 307,743	1.12
\$ 1,239.01	\$ 355,122	\$ 325,143	1.09
\$ 1,276.18	\$ 365,776	\$ 343,527	1.06
\$ 1,314.47	\$ 376,749	\$ 362,951	1.04
\$ 1,353.90	\$ 388,052	\$ 383,472	1.01
\$ 1,394.52	\$ 399,693	\$ 405,155	0.99
\$ 1,436.36	\$ 411,684	\$ 428,062	0.96
\$ 1,479.45	\$ 424,035	\$ 452,266	0.94
\$ 1,523.83	\$ 436,756	\$ 477,837	0.91
\$ 1,569.55	\$ 449,858	\$ 504,855	0.89
\$ 1,616.63	\$ 463,354	\$ 533,400	0.87
\$ 1,665.13	\$ 477,255	\$ 563,559	0.85
\$ 1,715.09	\$ 172,335	\$ 595,424	0.29
\$ 1,766.54	\$ 172,612	\$ 629,090	0.27
\$ 1,819.53	\$ 172,897	\$ 664,659	0.26
\$ 1,874.12	\$ 173,192		
\$ 1,930.34	\$ 173,494		
\$ 1,988.25	\$ 10,712		
\$ 2,047.90	\$ 11,034		
\$ 2,109.34	\$ 11,365		
\$ 2,172.62	\$ 11,706		
\$ 2,237.80	\$ 12,057		
\$ 45,178	<b>8,234,757</b>	<b>\$ 8,507,001.02</b>	
	\$ 8,177,884	Term Savings	

0	1
1	1.03
2	1.0609
3	1.092727
4	1.12550881
5	1.159274074
6	1.194052297
7	1.229873865
8	1.266770081
9	1.304773184
10	1.343916379
11	1.384233871
12	1.425760887
13	1.468533713
14	1.512589725
15	1.557967417
16	1.604706439
17	1.652847632
18	1.702433061
19	1.753506053
20	1.806111235
21	1.860294572
22	1.916103409
23	1.973586511
24	2.032794106
25	2.09377793
26	2.156591268
27	2.221289006
28	2.287927676

@ \$2.25 / ft 401395.5

\$ 0.02



## **AVOIDED COST OF CAPITAL (ACOC) SAVINGS**

### PACE VERSUS Equity/Mezz FINANCING

<i>Loan Amount</i>	\$	8,507,001.02
<i>ACOC Interest Rate</i>		<b>12.00%</b>
<i>Annual Interest</i>	\$	1,020,840

<i>PACE interest rate</i>		5.50%
<i>Annual interest paid</i>	\$	467,885

<b><i>Annual savings</i></b>	<b>\$</b>	<b>552,955</b>
<b><i>Savings first five years</i></b>	<b>\$</b>	<b>2,764,775</b>
<b><i>Savings over 20 years</i></b>	<b>\$</b>	<b>11,059,101</b>
<b><i>Savings over 25 years</i></b>	<b>\$</b>	<b>13,823,877</b>

This is a simple interest calculation  
Does not take into account amortization

<b>No</b>	<b>Description</b>	<b>Eligible ECM Amount</b>	<b>Useful Life</b>	<b>Useful Life Allocatio n</b>
1	Lighting	\$673,612.00	20	9%
2	Walls	\$903,359.00	30	12%
3	Roof	\$833,364.00	30	11%
4	Windows	\$563,640.00	30	8%
5	DHW	\$66,000.00	20	1%
6	HVAC	\$2,603,159.00	25	35%
7	Low Flow	\$903,329.00	20	12%
8	Exterior Lights	\$626,726.00	20	8%
9	Elevator	\$326,040.00	30	4%
<b>Subtotal</b>		<b>\$7,499,229.00</b>	<b>25 Years</b>	

<u>Payment Date</u>	<u>Period</u>	<u>Total</u> <u>Payment</u>	<u>Beginning Loan</u> <u>Balance</u>	<u>Principal</u> <u>Payment</u>	<u>Interest</u> <u>Payment</u>
6/30/2021	0	-	(8,507,001.02)	-	-
8/31/2021	0	80,580.20	(8,507,001.02)	-	80,580.20
2/28/2022	0	235,242.21	(8,507,001.02)	-	235,242.21
8/31/2022	0	239,141.25	(8,507,001.02)	-	239,141.25
2/28/2023	0	235,242.21	(8,507,001.02)	-	235,242.21
8/31/2023	1	237,191.73	(8,507,001.02)	-	237,191.73
2/28/2024	2	237,191.73	(8,507,001.02)	-	237,191.73
8/31/2024	3	237,191.73	(8,507,001.02)	-	237,191.73
2/28/2025	4	237,191.73	(8,507,001.02)	-	237,191.73
8/31/2025	5	346,292.24	(8,507,001.02)	109,100.51	237,191.73
2/28/2026	6	346,292.24	(8,397,900.51)	112,142.44	234,149.80
8/31/2026	7	346,292.24	(8,285,758.07)	115,269.19	231,023.05
2/28/2027	8	346,292.24	(8,170,488.88)	118,483.12	227,809.12
8/31/2027	9	346,292.24	(8,052,005.76)	121,786.66	224,505.58
2/28/2028	10	346,292.24	(7,930,219.10)	125,182.31	221,109.93
8/31/2028	11	346,292.24	(7,805,036.79)	128,672.64	217,619.60
2/28/2029	12	346,292.24	(7,676,364.15)	132,260.28	214,031.96
8/31/2029	13	346,292.24	(7,544,103.87)	135,947.96	210,344.28
2/28/2030	14	346,292.24	(7,408,155.91)	139,738.45	206,553.79
8/31/2030	15	346,292.24	(7,268,417.46)	143,634.63	202,657.61
2/28/2031	16	346,292.24	(7,124,782.83)	147,639.44	198,652.80
8/31/2031	17	346,292.24	(6,977,143.39)	151,755.92	194,536.32
2/28/2032	18	346,292.24	(6,825,387.47)	155,987.17	190,305.07
8/31/2032	19	346,292.24	(6,669,400.30)	160,336.39	185,955.85
2/28/2033	20	346,292.24	(6,509,063.91)	164,806.88	181,485.36
8/31/2033	21	346,292.24	(6,344,257.03)	169,402.02	176,890.22
2/28/2034	22	346,292.24	(6,174,855.01)	174,125.28	172,166.96
8/31/2034	23	346,292.24	(6,000,729.73)	178,980.23	167,312.01
2/28/2035	24	346,292.24	(5,821,749.50)	183,970.54	162,321.70
8/31/2035	25	346,292.24	(5,637,778.96)	189,100.00	157,192.24
2/28/2036	26	346,292.24	(5,448,678.96)	194,372.48	151,919.76
8/31/2036	27	346,292.24	(5,254,306.48)	199,791.96	146,500.28
2/28/2037	28	346,292.24	(5,054,514.52)	205,362.55	140,929.69
8/31/2037	29	346,292.24	(4,849,151.97)	211,088.45	135,203.79
2/28/2038	30	346,292.24	(4,638,063.52)	216,974.01	129,318.23
8/31/2038	31	346,292.24	(4,421,089.51)	223,023.67	123,268.57
2/28/2039	32	346,292.24	(4,198,065.84)	229,242.00	117,050.24
8/31/2039	33	346,292.24	(3,968,823.84)	235,633.71	110,658.53
2/28/2040	34	346,292.24	(3,733,190.13)	242,203.64	104,088.60
8/31/2040	35	346,292.24	(3,490,986.49)	248,956.75	97,335.49
2/28/2041	36	346,292.24	(3,242,029.74)	255,898.15	90,394.09
8/31/2041	37	346,292.24	(2,986,131.59)	263,033.08	83,259.16
2/28/2042	38	346,292.24	(2,723,098.51)	270,366.96	75,925.28
8/31/2042	39	346,292.24	(2,452,731.55)	277,905.32	68,386.92
2/28/2043	40	346,292.24	(2,174,826.23)	285,653.86	60,638.38
8/31/2043	41	346,292.24	(1,889,172.37)	293,618.44	52,673.80
2/28/2044	42	346,292.24	(1,595,553.93)	301,805.09	44,487.15



8/31/2044	43	346,292.24	(1,293,748.84)	310,220.01	36,072.23
2/28/2045	44	346,292.24	(983,528.83)	318,869.54	27,422.70
8/31/2045	45	346,292.24	(664,659.29)	327,760.25	18,531.99
2/28/2046	46	346,292.44	(336,899.04)	336,899.04	9,393.40

Ending Loan

Balance

(8,507,001.02)  
(8,507,001.02)  
(8,507,001.02)  
(8,507,001.02)  
(8,507,001.02)  
(8,507,001.02)  
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(8,507,001.02)  
(8,507,001.02)  
(8,397,900.51)  
(8,285,758.07)  
(8,170,488.88)  
(8,052,005.76)  
(7,930,219.10)  
(7,805,036.79)  
(7,676,364.15)  
(7,544,103.87)  
(7,408,155.91)  
(7,268,417.46)  
(7,124,782.83)  
(6,977,143.39)  
(6,825,387.47)  
(6,669,400.30)  
(6,509,063.91)  
(6,344,257.03)  
(6,174,855.01)  
(6,000,729.73)  
(5,821,749.50)  
(5,637,778.96)  
(5,448,678.96)  
(5,254,306.48)  
(5,054,514.52)  
(4,849,151.97)  
(4,638,063.52)  
(4,421,089.51)  
(4,198,065.84)  
(3,968,823.84)  
(3,733,190.13)  
(3,490,986.49)  
(3,242,029.74)  
(2,986,131.59)  
(2,723,098.51)  
(2,452,731.55)  
(2,174,826.23)  
(1,889,172.37)  
(1,595,553.93)  
(1,293,748.84)

(983,528.83)  
(664,659.29)  
(336,899.04)

-



# PACE Program Application

## Property and Property Owner Information

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

**Parcel #:** 70-16-09-200-044  
**Address:** 12340 Quincy St, Holland, Michigan  
**Owner:** Holland Senior Partners, LLC

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

- Agricultural**  
 **Commercial** (including multifamily with 4 or more units)  
     • Type of commercial property – 154-unit Senior Living Community  
 **Industrial**  
 **Nonprofit**

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

**Property Owner/Company Name:** Holland Senior Partners, LLC  
**Signatory Name:** Tom Smith  
**Address:** 802 East 86th St. Indianapolis, IN 46240  
**E-mail Address:** tsmith@leobrowngroup.com  
**Telephone Number:** (317) 669-0266

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

- Individual                       LLP                                       LLC  
 Corporation                       501(c)3                                       Other \_\_\_\_\_

**5. Property Valuation**

**State Equalized Value (SEV):** \$142,600  
**Date of SEV:** 2021 Tax Year  
**Valuation (per Appraisal):** \$43,180,000  
**Date of Appraisal:** March 8, 2021

**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):**

Mortgage	Amount of Mortgage	Name of Mortgage Holder
	\$26,600,000	Centier Bank
<b>Additional Debt on Property</b>	\$ _____	_____

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

\*For projects greater than \$250,000

## Energy Project Information

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

Name: Leo Brown Group (Developer)  
 Address: 802 E 86th St, Indianapolis, IN 46240  
 Name of Contact: Chris King  
 E-mail Address: cking@leobrowngroup.com  
 Telephone Number: (317) 507- 4062  
 Other Contractors: \_\_\_\_\_

Name: Grand Contracting (General Contractor)  
 Address: 802 E 86th St, Indianapolis, IN 46240  
 Name of Contact: Chris Vensel  
 E-mail Address: cvensel@grandcontracting.net  
 Telephone Number: 317-552-2294  
 Other Contractors: \_\_\_\_\_

**2. Overall Energy Project Cost:**

Lighting	\$673,612.00
Walls	\$903,359.00
Roof	\$833,364.00
Windows	\$563,640.00
DHW	\$66,000.00
HVAC	\$2,603,159.00
Low Flow	\$903,329.00
Exterior Lights	\$626,726.00
Elevator	\$326,040.00
<b>Total</b>	<b>\$7,499,229.00</b>

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

3a. Year 1: 3.79 (first year of principal payments)

3b. Overall: 3.01

**4. Useful Life of Energy Project Measures:** 25 years

**5. User ID for Energy Star Portfolio Manager** (for property): \_\_\_\_\_

\*For projects greater than \$250,000

## PACE Loan Details

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

Name: Petros PACE Finance  
 Address: 300 W 6<sup>th</sup> Street, STE 1540, Austin, TX 78701  
 E-mail Address: ariel@petrospartners.com  
 Telephone Number: 512-599-9036

**2. Requested Assessment Amount** *(Based on the energy analysis)*

Energy Project Cost:	\$7,499,229
Energy Audit	\$17,500
LAGM Admin Fee	\$97,496
Lender Legal and Closing Fees	\$12,500
LAGM Legal Fee	\$5,000
Capitalized Interest	\$790,206
Lender Origination Fee	\$85,070
<b>Total Assessment Amount:</b>	<b>\$8,507,001 (Total of all lines above)</b>

**3. Requested Assessment Repayment Period:** 25 years (2-year interest only (capitalized) + 2-year interest only pmts + 21-year principal & interest pmts)

**4. Interest Rate Offered by Lender:** 325 bps + Treasury, 5.25% floor (Prior to the 25-bp rate adder)

**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

\*For projects greater than \$250,000