

TENTATIVE AGENDA

DELTA COUNTY BOARD OF COMMISSIONERS

STATUTORY MEETING

October 13, 2015

5:15 p.m.

- I. CALL TO ORDER
- II. PRAYER
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL

**SPECIAL ORDERS OF BUSINESS:**

- V. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
  - County Board minutes: 10-6-15
  - Committee of the Whole:
- VI. APPROVAL OF AGENDA
- VII. PRESENTATION OF WRITTEN COMMUNICATIONS
  - A. COMMUNICATIONS RECEIVED
  - B. COMMUNICATIONS FORWARDED
- VIII. REPORTS OF STANDING, STATUTORY, SPECIAL COMMITTEES AND OTHERS
- IX. **PUBLIC COMMENT ON AGENDA ITEMS** (Sign In)
- X. **COMMITTEE REPORTS**
  - 1. Finance minutes of 9-17-15
- XI. GENERAL ORDERS OF BUSINESS
  - A. UNFINISHED BUSINESS
    - 1. Jail**
  - B. NEW BUSINESS

1. **Payment of Bills**
2. **Property Assessed Clean Energy (PACE)**
3. **2015 Millage & Apportionment Report**
4. **DATA Update and Upcoming Millage**
5. **District Court Community Service**
6. **Fair Board MMA Event Coverage**
7. **Out of County Travel- UPACC Fall Conference**
8. **Zoning Case No. 7-15-PC**

XII. GENERAL PUBLIC COMMENT

XIII. COMMISSIONER'S COMMENTS

XIV. MEETING SCHEDULE

- A. Building and Grounds Meeting on 10-14-15 at 1:00 p.m. in Courthouse room 222.
- B. Board of Commissioners Meeting on 10-20-15 at 5:15 p.m. in the Service Center Boardroom.
- C. Board of Commissioners Meeting on 11-3-15 at 5:15 p.m. in the Service Center Boardroom.
- D. Board of Commissioners Meeting on 11-17-15 at 5:15 p.m. in the Service Center Boardroom.

XV. NOTICES

30 day notice of Appointments

XVI. ADJOURNMENT

\*\*\*\*\*DUE TO THE TIME CONSTRAINTS, THE DELTA COUNTY BOARD OF COMMISSIONERS HAS ADOPTED A POLICY THAT ANY INDIVIDUAL WISHING TO ADDRESS THE BOARD WILL BE ALLOCATED THREE (3) MINUTES. THE THREE MINUTES USED BY THE INDIVIDUAL ARE TO MAKE STATEMENTS. THERE WILL BE NO QUESTION AND ANSWER SESSION FORMAT. THIS WILL STRICTLY BE A STATEMENT TYPE FORMAT. IF YOU WISH TO ADDRESS THE BOARD, PLEASE SIGN YOUR NAME ON THE SIGN UP LIST AVAILABLE FROM THE COUNTY CLERK. SPEAKERS WILL BE CALLED IN ORDER OF SIGN UP.\*\*\*\*\*

THE COUNTY OF DELTA WILL PROVIDE REASONABLE AUXILIARY AIDS AND SERVICES FOR THE HEARING IMPAIRED AND TO INDIVIDUALS WITH DISABILITIES AT THE MEETING/HEARING UPON REASONABLE NOTICE TO THE COUNTY OF DELTA. INDIVIDUALS WITH DISABILITIES REQUIRING SERVICES SHOULD CONTACT THE COUNTY OF DELTA ADA COORDINATOR BY WRITING OR CALLING THE FOLLOWING:

Daniel Menacher, DELTA COUNTY ADA COORDINATOR  
310 LUDINGTON STREET  
ESCANABA, MI 49829  
TELEPHONE (906) 789-5189

The Honorable Members of the Delta  
County Board of Commissioners

Dear Commissioners:

A statutory meeting of the Delta County Board of Commissioners is scheduled for  
Tuesday, October 13, 2015 at 5:15 p.m. in the Board Room in the Delta County Service Center.

Sincerely yours,

Nancy J. Kolich  
Delta County Clerk

Proposed

**DELTA COUNTY BOARD OF COMMISSIONERS MEETING  
October 6, 2015**

Escanaba, Michigan

A Regular meeting of the Delta County Board of Commissioners was held this date, pursuant to the following call:

October 6, 2015

The Honorable Members of the Delta  
County Board of Commissioners

Dear Commissioners:

A Regular Meeting of the Delta County Board of Commissioners is scheduled for Tuesday October 6, 2015, at 5:15 p.m. in the Boardroom of the Delta County Service Center.

Sincerely yours,  
Nancy J. Kolich  
Delta County Clerk

ROLL CALL

PRESENT: Commissioners Harrington, Johnson, Malnar, Moyle, and Rivard.

EXCUSED: None.

The meeting was called to order at 5:15 p.m. in the Boardroom of the Delta County Service Center of the Delta County Courthouse by Delta County Clerk, Nancy Kolich.

V. APPROVAL OF MINUTES OF PREVIOUS MEETING

Moved by Commissioner Moyle and seconded by Commissioner Malnar to approve the minutes of the September 15, 2015 meeting. MOTION CARRIED.

VI. APPROVAL OF AGENDA

Moved by Commissioner Rivard and seconded by Commissioner Moyle to approve the agenda as presented. MOTION CARRIED.

VII. PRESENTATION OF WRITTEN COMMUNICATIONS

- A. Received: No communications were received.
- B. Forwarded: No communications were forwarded.

Proposed

VIII. REPORTS OF STANDING AND STATUTORY SPECIAL COMMITTEES AND OTHERS

VIII. PUBLIC COMMENT ON AGENDA ITEMS

Cristi Currie, Garden Township, addressed the Board with her concerns regarding the Garden Wind Turbines.

John Gavre, Garden Township, addressed the Board with his concerns regarding the Garden Wind Turbines.

Marlene Winter Johnson, Garden Township, addressed the Board with her concerns regarding the Garden Wind Turbines.

Patricia Rasmussen, Garden Township, read a letter from Steve and Sue Mueller, stating their concerns regarding the Garden Wind Turbines.

Sara Bagley, Garden Township, addressed the Board with her concerns regarding the Garden Wind Turbines.

Ron Collins, Fairbanks Township, addressed the Board with his concerns regarding the Garden Wind Turbines.

Michele Goldi, Garden Township, addressed the Board with her concerns regarding the Garden Wind Turbines.

Rick Wilson, Traverse City, Heritage Wind Farms, addressed the Board with his concerns regarding the Garden Wind Turbines.

Marty LaGina, President of Heritage Wind Farms, addressed the Board with his concerns regarding the Garden Wind Turbines.

Scott Lucas, Garden Township, addressed the Board with his concerns regarding the Garden Wind Turbines.

Tyler Lucas, Garden Township, addressed the Board with his concerns regarding the Garden Wind Turbines.

Jim Dalgord, Fairbanks Township, addressed the Board with his concerns regarding the Garden Wind Turbines.

X. COMMITTEE REPORTS:

1. Administrator's Report.

2. Finance minutes of 9-17-15.

1. Procurement.

Moved by Commissioner Rivard and seconded by Commissioner Johnson to table. MOTION CARRIED.

3. Reclassification Request - Gartland.

Moved by Commissioner Moyle and seconded by Commissioner Rivard to approve Ms. Gartland's reclassification as requested. MOTION CARRIED.

Proposed

4. Committed Funds.

Moved by Commissioner Rivard and seconded by Commissioner Johnson to table. MOTION CARRIED.

3. Building and Grounds minutes of 10-2-15.

1. Electrician Quotes.

Moved by Commissioner Rivard and seconded by Commissioner Moyle to award the IT workroom power project to Billy Electric for \$3,126 for emergency lighting, \$1,180 for emergency power circuit to 2 data rack locations and \$4,982 for the Courthouse IT panel upgrade, as recommended. MOTION CARRIED.

3. Old Michigan Works Building Stucco.

Moved by Commissioner Rivard and seconded by Commissioner Malnar to authorize the Administrator to move forward on the project after receiving two more bids. MOTION CARRIED.

5. Red Cross Space.

Moved by Commissioner Rivard and seconded by Commissioner Malnar to approve the Memorandum of Understanding between the Delta County Board of Commissioners and the Red Cross for storage space, as presented. MOTION CARRIED.

Moved by Commissioner Moyle and seconded by Commissioner Johnson to receive the Building and Grounds minutes of 10-2-15 and place on file. MOTION CARRIED.

X. GENERAL ORDERS OF BUSINESS

A. UNFINISHED BUSINESS

1. Jail.

B. NEW BUSINESS

1. Payment of Bills.

Moved by Commissioner Malnar and seconded by Commissioner Moyle to approve payment of the bills in the amount of \$5,124,284.20 and Commissioners expenses of \$1,023.71. MOTION CARRIED.

2. Wind Turbines.

Moved by Commissioner Moyle and seconded by Commissioner Rivard to table the Wind Turbine Ordinance amendments to the October 20<sup>th</sup> meeting. MOTION CARRIED.

Proposed

XIII. PUBLIC COMMENT

Cristi Currie, Garden Township, addressed the Board with her concerns regarding the Garden Wind Turbines.

Ron Collins, Fairbanks Township, addressed the Board with his concerns regarding the Garden Wind Turbines.

Phil Strom, Prosecuting Attorney, thanked the Board for approving the reclassification request for Ms. Gartland.

Patricia Rasmussen, Garden Township, addressed the Board regarding her concerns regarding the Garden Wind Turbines.

Tyler Lucas, Garden Township, addressed the Board with his concerns regarding the Garden Wind Turbines.

Marty LaGina, President of Heritage Wind Farms, addressed the Board with his concerns regarding the Garden Wind Turbines.

Janet Feenstra Daasch, Garden Township Trustee, addressed the Board with her concerns regarding the Garden Wind Turbines. Thanked the deputy that is present at the Garden Township meetings.

XIII. COMMISSIONERS CONCERNS

Commissioner Johnson: Thanked Dan Menacher and Ryan Bergman for the work that was done on the Wind Turbine issue. Good luck to Ryan and his bride. Happy Birthday to Commissioner Harrington.

Commissioner Malnar: Appreciated the professionalism that the people present showed tonight. Thanked Dan Menacher and Ryan Bergman for all the work they have done on the turbine issue.

Commissioner Moyle: Read each and every document/concern that the citizens presented on the wind turbine issue.

Commissioner Rivard: Thanked each of the members of the public for being here tonight. They will get the wind turbine issue resolved.

Commissioner Harrington: Thanked the public in attendance for their participation. Good luck to Ryan on his upcoming wedding.

XIV. MEETING SCHEDULE

October 6 <sup>th</sup>	5:15 p.m.	Board meeting.
October 13 <sup>th</sup>	5:15 p.m.	Statutory Board meeting.
October 14 <sup>th</sup>	1:00 p.m.	Building and Grounds meeting.
October 20 <sup>th</sup>	5:15 p.m.	Board meeting.

Proposed

XV. NOTICES

30 day Notice of Appointments.

XVI. ADJOURNMENT

Moved by Commissioner Moyle and seconded by Commissioner Rivard to adjourn at 7:31 p.m.

Respectfully Submitted,

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Nancy J. Kolich, County Clerk

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Mary K. Harrington, Chair

Finance Committee Minutes  
September 17, 2015

Members Present:     Commissioner Patrick Johnson  
                              Commissioner John Malnar  
                              Administrator Ryan Bergman

ATTENDEES:           Phil Strom, Prosecutor; Emily DeSalvo, District Court Administrator

The meeting began at 2:01 p.m.

V. New Business

1. **Procurement**

Administrator Bergman presented an updated Procurement Policy. The policy increases the limits for requiring quotes and a bid process to \$2,000 and \$10,000 from \$500 and \$5,000. This brings Delta County in line with Marquette County and will allow for stricter enforcement without significantly increasing the administrative burden on departments. The proposed policy also allows for the Board to require "Request for Qualifications" rather than "Request for Proposals" on professional services. After discussion, Commissioners Johnson and Malnar recommend the updated procurement policy.

2. **County Credit Cards**

Administrator Bergman asked for opinions and discussion from Commissioners on an expanded credit card policy. Currently, the Sheriff's Office and the IT Director are the only two entities with County Credit cards. Administrator Bergman proposed a policy where all county credit card holders would need to be approved by both the Finance Committee and the Board of Commissioners. District Court Administrator Emily DeSalvo explained how a credit card would be useful for their office as it relates to training and travel. Commissioners Johnson and Malnar recommended that the Administrator draw up a proposed policy for their review at a later date. No recommendations were made.

3. **Reclassification Request- Gartland**

The Finance Committee considered the reclassification request of Dianne Gartland in the Prosecutor's Office. The Personnel Committee recommended approval of the request based on significant additional duties undertaken by the employee. Prosecutor Strom requested that the Finance Committee approve the reclassification. The Finance Committee recommends approval of the reclassification request based on available funds.

4. **Committed Funds**

Administrator Bergman explained that there is a group of funds in the county's Certified Annual Financial Report (CAFR) that the County considers "committed." These funds were committed at different times over many years. Considering the funds committed is not necessary as there are no anticipated expenditures related to these funds. Removing the committed designation takes formal Board action. This action would provide no additional funds

to the county or have any true financial impact, but is a recommendation based on discussion with the County Auditor and will increase the County's unrestricted fund balance. After discussion, the Finance Committee recommends removing the "committed" designation on these funds.

The meeting adjourned at 2:40 p.m.

DELTA COUNTY  
PURCHASING POLICIES AND PROCEDURES

**SECTION ONE- AUTHORITY AND PURPOSE**

**1.1 Chief Fiscal Officer**

The County Administrator will serve as Chief Fiscal Officer for Delta County. The Administrator is authorized to spend up to and including \$10,000 for all departments without obtaining prior approval, provided that all purchasing policies are followed.

The Administrator is authorized to dispose of any County asset less than \$500.00 in value by soliciting bids for purchase of the asset.

It is the responsibility of the Department Heads, Elected Officials, and Administrator to ensure that there are sufficient funds available in the appropriate activity to procure the goods and services.

In the absence of the Chief Fiscal Officer, one of the following in this order shall serve as Chief Fiscal Officer:

1. Finance Chairperson
2. Board Chairperson
3. County Treasurer

**1.2 Scope of Authority**

Michigan Law (Board of Supervisors Act, 156 P.A. 1851 as amended) MCLA 46.11(j) provides the County Board of Commissioners the statutory responsibility for all County budgetary decisions and gives the County Board of Commissioners authority to establish policies necessary for department directors and managers to carry out purchasing responsibilities. The policy applies to all County purchases made pursuant to the annual Delta County budget as adopted and amended.

**1.3 Purpose**

To obtain the necessary goods and services at the least cost for the effective and efficient operation of the County. Establish efficient, transparent, open, and competitive procedures and processes for the acquisition of supplies, services, and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function, and to assure the quality of purchases.

**1.4 Effect and Administration**

Those provisions shall take effect immediately upon formal adoption by the Delta County Board of Commissioners. The County Administrator is responsible for the administration of all purchasing policies

and procedures. Any exceptions to these policies and procedures shall be made by the Delta County Board of Commissioners.

### **1.5 Revision**

The policies and procedures can be modified by a formal resolution of the Delta County Board of Commissioners.

## **SECTION TWO- PROCUREMENT PROCESS (Less Than \$10,000)**

### **2.1 Department Head Authority**

Department Heads and Elected Officials are authorized to spend up to and including \$2,000 within their department's budgetary constraints.

### **2.2 Administrator Authority**

The Delta County Administrator shall process all payment requests. The Administrator will then prepare a bills payable report to the Committee of the Whole for approval. The Administrator is authorized to spend up to and including \$10,000 within budget constraints approved by the Board of Commissioners.

### **2.3 Procurement Process**

Procurement of goods and services under \$2,000 shall be through obtained quotations from one or more suppliers, if available.

Procurement of goods and services over \$2,000 and less than \$10,000 shall be obtained as follows:

1. Complete a purchase order request form.
2. Provide written quotes from three vendors to be attached to the request form.
3. Turn in the completed form to the County Administrator who will issue a purchase order.

## **SECTION THREE- BID PROCESS (Over \$10,000)**

### **3.1 Procurement Process**

Procurement of goods and services over \$10,000 shall be accomplished using the bidding procedure described in this section.

- A. Notice Inviting Bids. Notices inviting bids shall distinctly describe the purchase, shall state where bid blanks and specifications may be secured, and state the time and place for the receiving and opening of sealed bids.
  1. Published Notice. Notices inviting bids shall be published a minimum of 14 calendar days before the date of opening the bids on Delta County's website. All registered bidders will be informed of an RFP.

2. Pre-bid meetings or other methods may occur to fairly assist bidders in becoming familiar with the request purchase., to efficiently and fairly assist bidders in becoming familiar with the requested purchase.

### **3.2 Bidder's Security**

The County Administrator may require bids be accompanied by bidder's bond. In all cases, bidders shall be entitled to return of bid bond provided that a successful bidder shall forfeit the bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless the County is responsible for the delay.

### **3.3 Bid Opening Procedure**

Sealed bids shall be submitted as stated in the notice and shall be identified as bids on the envelope. Bids shall be opened in public, and bidders shall be informed of the time and place. Prior to the actual bid opening, it shall be announced that bids are closed and that no further bids will be accepted. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than 30 calendar days after the bid opening.

### **3.4 Rejection of Bids or No Bids Received**

The County Administrator, or Board of Commissioners, may reject any and all bids presented and re-advertise for bids. If no bids are received, the Board of Commissioners may award the project or contract through negotiations with vendor or vendors.

### **3.5 Award Criteria**

The Delta County Board of Commissioners shall award bids for purchase that exceed Ten Thousand Dollars (\$10,000). The Board reserves the right to reject any bid. Absent other factors, such as past performance, that should be considered in evaluating bids or proposals, the County Administrator shall recommend, and the Board of Commissioners shall make, purchases from the lowest responsive bidder. A responsive bidder is one that does not vary from specification and terms required. Purchases shall be made that obtain, on behalf of the taxpayer, the best overall value at the least cost.

### **3.6 Local Vendors**

Purchases from Delta County vendors will be encouraged whenever possible. At the discretion of the Board of Commissioners and/or County Administrator, Delta County vendors may be given first consideration when their price meets or is within 5 percent of other bids and state contract prices, or the service provided in conjunction with the purchase merits buying the item locally (i.e service is more expedient or less expensive).

## **SECTION FOUR- PROFESSIONAL SERVICES**

- 4 Professional Services. Professional service providers may be selected based on factors such as: cost; timeliness; past experience; evaluation of qualifications; and whether they are a Delta County business. The County will not be obligated to consider only cost when selecting professional services. Use of Professional Services will be evaluated and determined as follows:

**Under \$10,000:** Determined by the County Administrator, after Department Head recommendation.

**Over \$10,000:** Based on approval and selection by the full Board of Commissioners.

The Board of Commissioners reserves the right to require either a Request for Proposals or a Request for Qualifications when considering Professional Services in excess of \$10,000. All decisions on both RFP's and RFQ's will be made by the full board.

COUNTY OF DELTA, MICHIGAN  
NOTES TO FINANCIAL STATEMENTS

September 30, 2014

V4

**NOTE M - FUND EQUITY CLASSIFICATIONS**

Fund equity has been committed and assigned in the General Fund as follows:

**Committed:**

Future retirement fund contributions	\$ 91,447
Insurance	256,238
Library funds	75,747
Delta 2001 committee	4,700
Worker compensation	163,594
Pinecrest MOE	192,413
Contract adjustment	25,000
MSU employee reimbursement	12,870
Sheriff social security agreement	14,000
Soil Conservation District/Parks	60,000
Van replacement-community corrections	1,500
	<hr/>
Total	\$ 897,509

**Assigned:**

Health insurance fees	\$ 75,000
Retirement system	127,000
	<hr/>
Total	\$ 202,000

Fund equity has been committed in the Capital Outlay Fund as follows:

Equipment/vehicle purchase	\$ 387,423
Computer/software	119,327
Telephone maintenance	90,102
FedEx Property Sale Proceeds	101,827
Airport terminal project	(14,200)
Equipment repair	106,902
Animal shelter mold project	63,316
Potential water/sewer project	105,000
	<hr/>
Total	\$ 959,697

Amounts for nonspendable, restricted, committed and assigned as reported in the financial statements that are not disclosed above, are disclosed on the financial statements based upon the fund description on pages 63 to 68.

# DELTA COUNTY BOARD OF COMMISSIONERS

ADMINISTRATION OFFICE  
310 LUDINGTON STREET  
ESCANABA, MICHIGAN 49829  
PHONE: 906-789-5100  
FAX: 906-789-5197

B1



October 13, 2015

TO: Delta County Board of Commissioners  
FR: Ryan Bergman, Administrator  
RE: Payment of Bills

I have examined all claims presented, and recommend payment of the following; and that the County Clerk be directed to issue orders on the County Treasurer to the Claimants for the amounts allowed.

\_\_\_\_\_  
Ryan Bergman, Administrator

Date	Amount
10-06-15	80,804.89
Total Report of Claims \$	80,804.89
Total Jury Expense \$	0.00
GRAND TOTAL OF BILLS \$	80,804.89
Commissioner Expenses: \$	0.00 Paid

AUTHORIZED SIGNATURE \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_

Check Date	Check	Vendor	Vendor Name	Description	Amount
<b>Bank FIRST ALL FUNDS</b>					
<i>159045-159080 PIR CKS</i>					
10/07/2015	159051	001012	A-1 DRAIN CLEANING	PUMP OF SEPTIC-MONTHLY SERVICE	155.00
10/07/2015	159052	001022	LEXISNEXIS A DIV OF REED ELSEVIER	SUBSCRIPTION CHGS (01-SEP-2015 - 30-SEP-2	300.00
10/07/2015	159053	001087	AMWAY GRAND PLAZA HOTEL	LODGING-LANTAGNE 10/7-8/15 CONF# 32CHPM4	307.38
10/07/2015	159054	002164	BILLY ELECTRIC INC	TEMPORARY POWER FOR JAIL DURING OUTAGE	2,754.00
10/07/2015	159055	003058	CBM FOOD SERVICE	FOOD SERVICE 9/17 - 9/23/15	3,009.30
10/07/2015	159056	003240	COOPER OFFICE EQUIPMENT INC.	MAINTENANCE - KONICA BIZHUB 750	450.00
10/07/2015	159057	004272	DELTA DISPOSAL	GARBAGE DISPOSAL - ACCT: 496	395.00
10/07/2015	159058	004419	STEVEN A. DOSH, M.D.	MEDICAL EXAMINER FEES-OCT 2015	3,500.00
10/07/2015	159059	006091	FOUR SEASONS, INC.	SPARK PLUGS AND OIL - SNOWBLOWER	8.21
10/07/2015	159060	006101	FRAZER'S AUTO REPAIR CO	MOUNT AND BALANCE TIRE- SHERIFF VEHICLE	18.25
10/07/2015	159061	007012	GALLS, LLC	FINGER PRINT WIPES	70.91
10/07/2015	159062	010058	DANIEL L. JOHNSON	BOOT ALLOWANCE 2014-15	148.39
10/07/2015	159063	011071	KMB BROADCASTING INC	MARKETING PACKAGE - SEPT 2015	325.00
10/07/2015	159064	013179	MENARDS	WINDEX, ANTI FREEZE TESTER	19.81
10/07/2015	159065	013184	MENOMINEE COUNTY DISTRICT COURT	OUT OF COUNTY BOND-DYLLAN KESHICK	330.00
10/07/2015	159066	013189	MERS OF MICHIGAN	OUT OF COUNTY BOND-DYLLAN KESHICK	282.00
10/07/2015	159067	013196	MERIT NETWORK INC	OUT OF COUNTY BOND	282.00
					<u>894.00</u>
10/07/2015	159068	013349	MICHIGAN MUNICIPAL RISK MANAGEMENT	REGISTRATION ANNUAL CONF- TRACY LANTAGNE	175.00
10/07/2015	159069	013559	KATHRYN MORSKI	PRODUCTION SUPT FOR VMWARE VSPHERE/CENTE	1,163.45
10/07/2015	159070	013906	MGT OF AMERICA INC	INS GENERAL FUND- 7/1/15 - 7/1/16	44,206.00
10/07/2015	159071	014210	NORTHERN PLUMBING & HEATING	INS RETENTION FUND 7/1/15 - 7/1/16	6,250.00
10/07/2015	159072	014250	NU-WAY CLEANERS		<u>50,456.00</u>
10/07/2015	159073	016032	P & M INSPECTIONS, INC.	45 INSPECTION VISITS	1,755.00
10/07/2015	159074	016088	PIT STOP QUICK LUBE	COST ALLOC PLAN FOR FY2014	7,500.00
10/07/2015	159075	019010	OSF ST. FRANCIS HOSPITAL	TOILET REPAIR KIT	15.47
10/07/2015	159076	019200	STATE BAR OF MICHIGAN	DRY CLEANING-SEPT 2015	120.25
10/07/2015	159077	019325	STATE OF MICHIGAN	PAYROLL 9-21-2015 THROUGH 9-28-2015	1,419.00
10/07/2015	159078	019356	STERICYCLE, INC	OIL CHANGE, DELTA 1 - ROAD VEHICLE	56.00
10/07/2015	159079	019395	SUPERIORLAND ELECTRONICS	MEDICAL - LABS	1,616.00
10/07/2015	159080	023084	WEX BANK	2015-2016 MEMBER DUES	285.00
10/07/2015	159081	023117	WUPF FM	PA 124 MONEY TO THE STATE OF MICHIGAN	252.00
10/07/2015	159082	SHERF MISC	GRAND TRAVERSE COUNTY FOC	HAZARDOUS WASTE PICKUP FOR MEDICAL SUPPL	511.26
10/07/2015	159083	TAX REFUND	SCHAEFER EVORA MAE	MOVE/ADD SPRINKLER HEAD - COURTHOUSE	918.00
10/07/2015	159084	TAX REFUND	O Reilly Automotive Inc	GASOLINE - ACCT 0496-00-165010-0	162.19
				MARKETING GRANT PACKAGE 3 MONTHS RADIO S	349.00
				OUT OF COUNTY BOND-VICTOR LEE NOWLIN	500.00
				Sum Tax Refund 052-466-032-00	102.99
				Win Tax Refund 052-466-032-00	44.47
					<u>147.46</u>
10/07/2015	159084	TAX REFUND	O Reilly Automotive Inc	Sum Tax Refund 051-420-2930-100-009	549.94
				Win Tax Refund 051-420-2930-100-009	498.62
					<u>1,048.56</u>

FIRST TOTALS:

Total of 34 Checks:  
 Less 0 Void Checks:

80,804.89  
 0.00

Check Date	Check	Vendor	Vendor Name	Description	Amount
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Total of 34 Disbursements:

80,804.89

2

FD

# Lean & Green Michigan™ and Property Assessed Clean Energy (PACE)

*A Financing Breakthrough  
End Energy Waste with Positive Cash Flow*

Kyle M. Peczynski, JD  
[kyle@levinenergypartners.com](mailto:kyle@levinenergypartners.com)

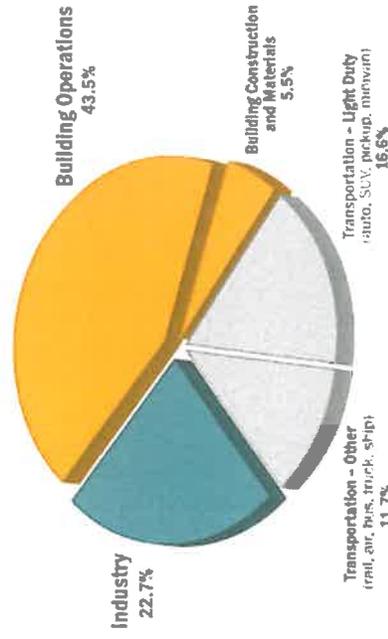
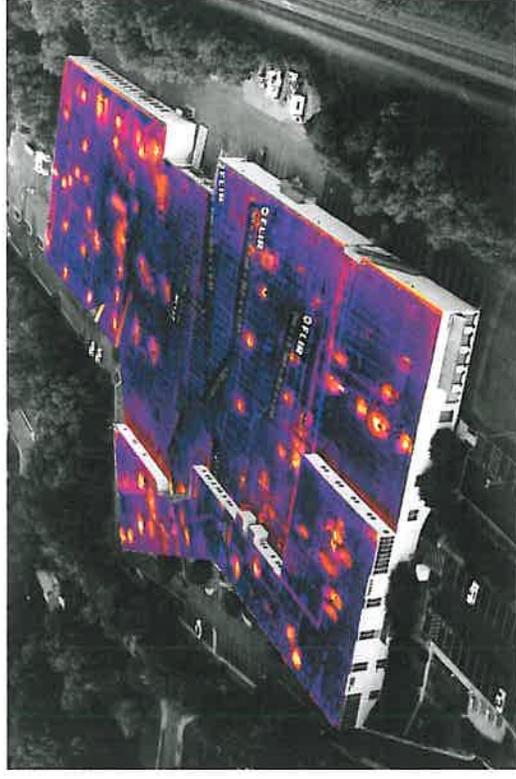


[www.leanandgreenmi.com](http://www.leanandgreenmi.com)

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# The Situation

- Buildings use 40-45% of energy in the United States
- 30% of that energy (and expense!) is wasted!
- Massive investment opportunity in commercial building stock



**U.S. Energy Consumption by Sector**

Source: EPCAC 2000 (see Architecture 2000 All Rights Reserved)  
2003 Source: U.S. Energy Information Administration (EIA)



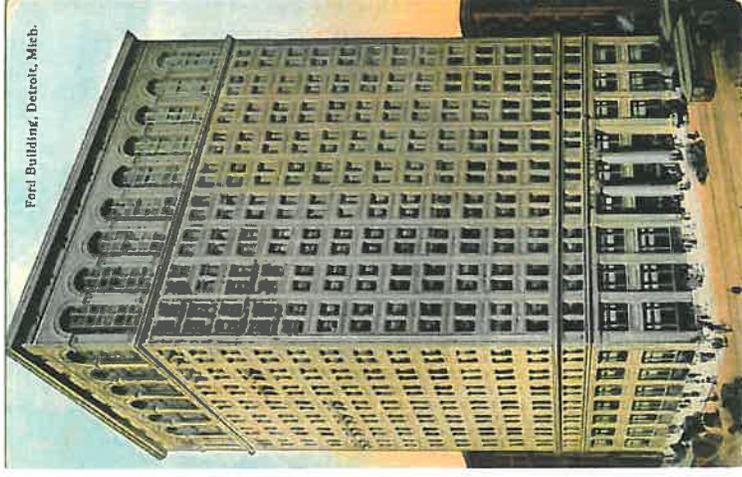
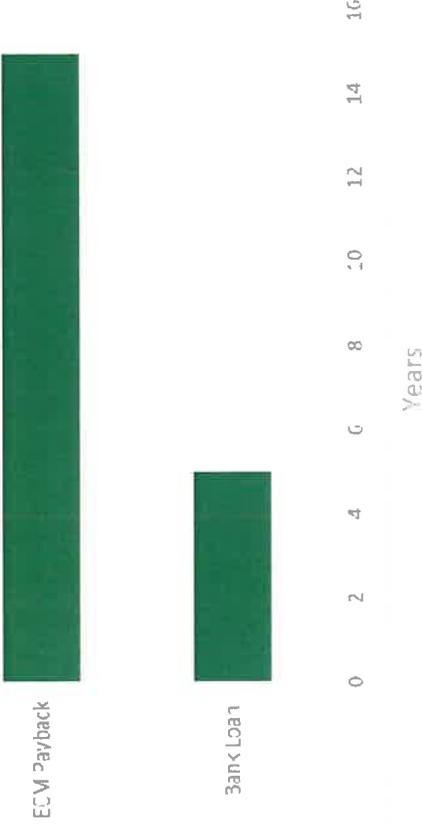
[www.leanandgreenmi.com](http://www.leanandgreenmi.com)

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# The Problem

- Comprehensive energy efficiency upgrades take 5-20 years to pay back
- So businesses keep wasting energy and money!

Payback vs Typical Bank Loan



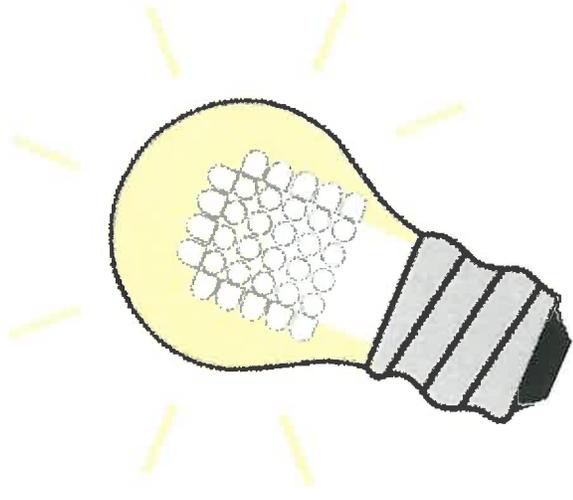
[www.leanandgreenmi.com](http://www.leanandgreenmi.com)

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# The Solution

## Property Assessed Clean Energy (PACE)

- Financing through property tax special assessment enables:
  - 100% financing
  - 15-20 year terms
  - Positive cash flow for life of the project



### Positive Cash Flow!!



CURRENT ENERGY COSTS



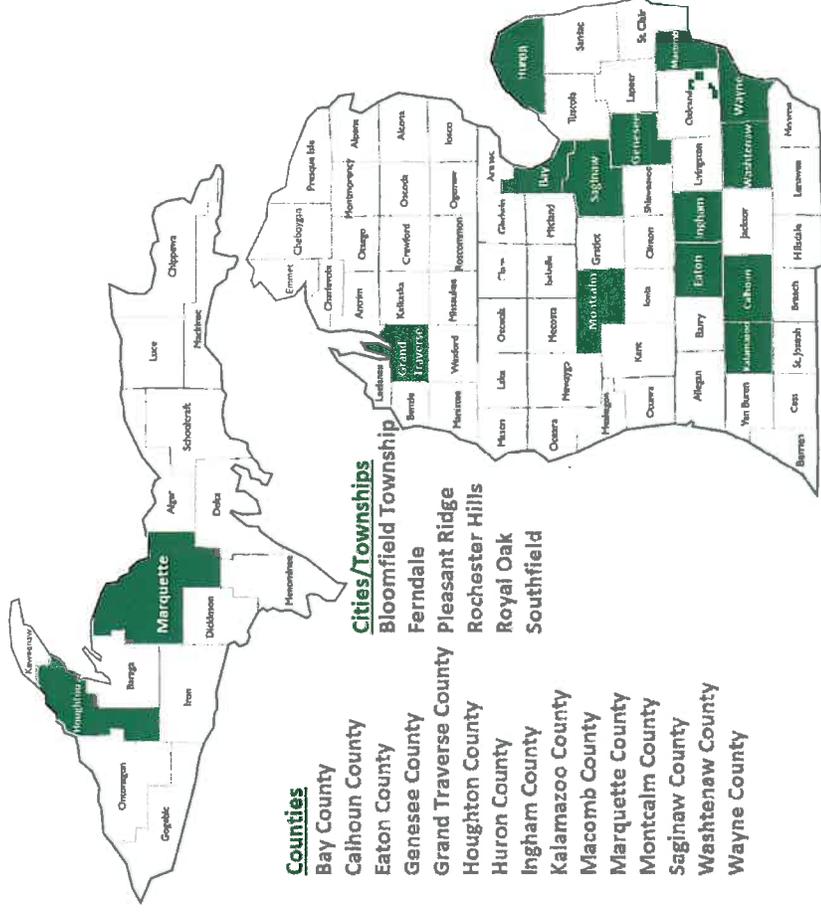
ENERGY COSTS WITH PACE



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# Lean & Green Michigan

- A statewide PACE marketplace
- Available to all Michigan counties and cities at *no taxpayer expense*
- Uses private capital to unleash the market
- Growing quickly – Bloomfield Twp. just voted and Antrim County is set to vote in November



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**Lean and Green Michigan**

- 15 Counties
- 5 Cities
- 1 Township
- 50% of the State's Population

# Eligibility

- Commercial, industrial, multifamily and non-profit buildings
- Not single family homes or government buildings
- Energy efficiency, water efficiency and renewable energy measures and related costs
- Examples
  - Insulation
  - Windows
  - Doors
  - Heating, cooling and A/C
  - Lighting
  - Efficient manufacturing
  - Wind
  - Solar
  - Geothermal
- No incinerators or digesters



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# The Outcome

Comprehensive projects that package together energy efficiency, water efficiency and renewable energy improvements to transform buildings and businesses into energy stars!

## Michigan Public Service Commission Office Building



Solar, lighting and variable speed motors

## Growing Pipeline of Projects

- More than 50 proposed projects
- Greater than \$55,000,000



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# Economic Development

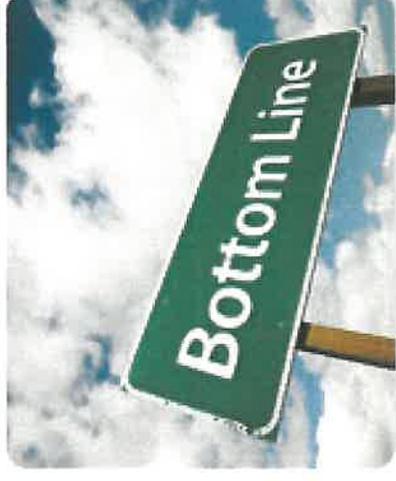
- Property owners
  - Save money, get green PR
- Contractors
  - Get a new way to close more and bigger deals
- Local government
  - Improved business climate
  - Free economic development tool
  - Green PR
- Market opportunity
  - Commercial building owners to invest almost \$1 trillion in efficiency through 2023
  - 7 percent average annual growth



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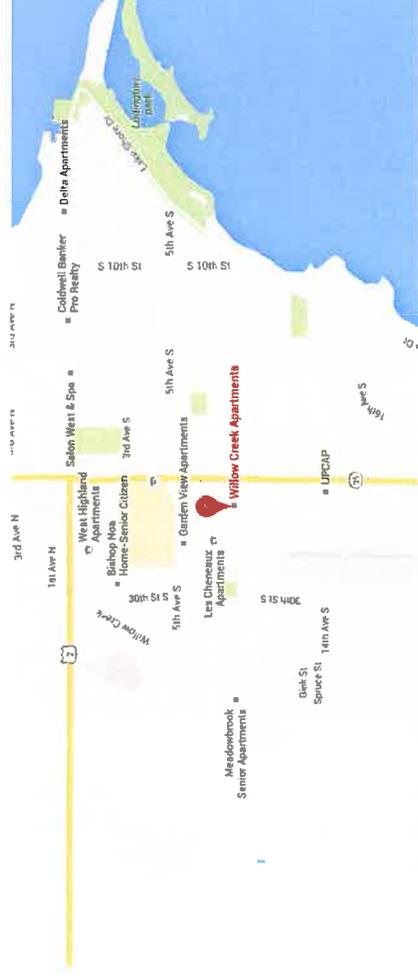
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Source: Navigant Research, cited in Forbes Tech, 12/30/2014



# What about Delta County?

- PK Housing has a real PACE project planned for Willow Creek Apartments in Escanaba
- Over \$400,000 in improvements
- Lighting, insulation, low-flow plumbing, solar
- Benefits include improved tenant satisfaction, an updated local building stock, and another tool in the tool belt for contractors to use to sell projects

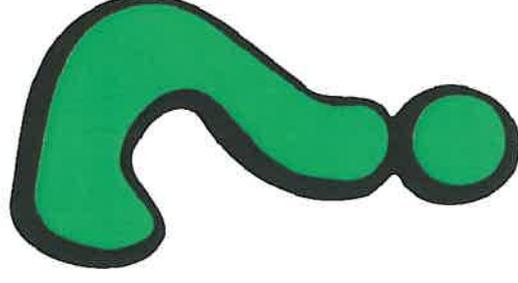


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# Why name an administrator?

- PA 270 of 2010 – Local government can create its own PACE program or partner with a third party.
- No cost to County or taxpayers – *Not* naming a third-party administrator would mean that Delta County picks up the tab for the PACE program.
- No contractual term or commitment – Choosing LEP as the Delta County administrator does not mean there can't be other administrators in the future. And the County may end LEP's services at any time.



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# Levin Energy Partners: Ideal Partner for Delta County

- Knowledge – Founder Andy Levin helped pass Michigan’s PACE law while working for the state
- Experience – 15 counties and 6 cities/townships have already created PACE districts with Levin Energy Partners
- Cost-effectiveness – LEP helps the county implement PACE at no cost to taxpayers



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# Next Steps

- County commission passes resolution of intent
- Commission holds public hearing
- Commission passes resolution of adoption (can be at same meeting as public hearing)
- Start working with Delta County businesses to develop and finance clean energy projects!



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# Lean & Green Michigan™ and Property Assessed Clean Energy (PACE)

*A Financing Breakthrough  
End Energy Waste with Positive Cash Flow*

Kyle M. Peczynski, JD  
[kyle@levinenergypartners.com](mailto:kyle@levinenergypartners.com)



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B2



**COUNTY OF DELTA, MICHIGAN  
PACE PROGRAM**

DATE

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# **Lean & Green Michigan™ PACE Program**

## **Executive Summary**

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

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

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



lean & green  
**MICHIGAN**<sup>™</sup>

**DELTA COUNTY, MICHIGAN**

**PACE PROGRAM REPORT**

This Lean & Green Michigan™ PACE Program Report contains the information required by Section 9 of Act 270. Additional information is available from the County of Delta (“Delta County”). The PACE Program and Report were approved by the Delta County Board of Commissioners on INSERT DATE OF APPROVAL, subsequent to a public hearing held on INSERT DATE OF PUBLIC HEARING.

## INTRODUCTION

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

The Delta County Commission passed a Resolution of Intent to create a PACE district by joining the Lean & Green Michigan statewide PACE program on INSERT DATE OF APPROVAL. The Commission published its first version of this PACE Report thereafter, and held a public hearing on INSERT DATE OF PUBLIC HEARING. The Commission passed a Final Resolution adopting this PACE program on INSERT DATE OF FINAL ADOPTION.

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

### **1. Form of PACE Contract**

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

### **2. Authorized Official/PACE Administrator**

The INSERT TITLE OF AUTHORIZED OFFICIAL, or his designee (the “Authorized Official”) is authorized to enter into PACE Program contracts on behalf of Delta County in consultation with Levin Energy Partners, LLC (“LEP”). The Authorized Official is further authorized to sign any

agreement, documents or certificates necessary to facilitate the participation of property owners and to facilitate the purposes hereunder.

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

### **3. Financing Parameters**

In establishing its PACE district, Delta County intends for PACE projects to be funded through owner-arranged private financing. The maximum aggregate annual amount of financing provided by Delta County in 2015 shall be zero dollars. The maximum aggregate dollar amount for financing provided by the County may be adjusted and/or amended on an annual basis or more frequently by the Board of Commissioners and will remain at zero dollars unless and until it is changed.

Owner-arranged and other financing from commercial lenders, as allowed under Act 270, Section 9(1)(g)(iii), are separate sources of financing from the financing provided by Delta County. Owner-arranged and other financing from commercial lenders are not included under the maximum aggregate annual dollar amount for financing provided by Delta County under the Program. There is no limit on the maximum aggregate annual amount of financing provided by private commercial lenders under the program. The dollar amount for financing of a particular project will be established by the property owner seeking to make the property improvement and the commercial lender seeking to finance the energy improvements, as approved by LEP and the Authorized Official.

### **4. Application Process/Eligibility Requirements**

#### **Application Process:**

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

#### **Eligibility Requirements:**

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

### **5. Financing Terms of Assessments**

For funds supplied by Delta County, the interest rate on a PACE special assessment shall be sufficient to pay principal and interest on the financing as determined by the Authorized Official. Additional financing terms shall be negotiated between the property owner and entity providing the financing.

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

The maximum allowable repayment period of a PACE special assessment must be included in the PACE Special Assessment Agreement and will be determined on a project-specific basis and shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years.

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

## **6. Assessment Collection Process**

Within the parameters set forth herein, the Authorized Official will determine to:

- i. Finance energy projects by the issuance of bonds to defray all or part of the cost of the energy improvements by special assessment upon the Special Assessment Parcel, which the Authorized Official will find is especially benefited in proportion to the costs of the energy improvements; or
- ii. Authorize one or more commercial lenders to provide financing to defray all or part of the cost of the energy improvements by special assessment upon the Special Assessment Parcel, which the Authorized Official will find is especially benefited in proportion to the costs of the energy improvements.

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

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

If the project is financed with bonds, the Special Assessment Roll shall bear interest at a rate sufficient to pay principal and interest on the bonds. If funds are supplied by commercial lenders, the interest rate for the PACE special assessment will be negotiated by the parties based on current market conditions.

## **7. Financing Program**

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

Delta County may also raise capital to finance qualified energy projects from the sale of bonds or notes, or may finance qualified energy projects under the Program from funds available to it from any other source.

## **8. Reserve Fund**

In the event Delta County decides to issue bonds to provide financing for a PACE Program, Delta County can determine at that time to fund a bond reserve account from any legally available funds, including funds from the proceeds of bonds.

By participating in LAGM, Delta County assists its constituent property owners in taking advantage of any and all appropriate loan loss reserve and gap financing programs of the Michigan Economic Development Corporation ("MEDC"). Such financing mechanism can similarly be used to finance a reserve fund.

## **9. Fee Schedule**

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

## **10. Useful Life**

The maximum length of time allowable for repayment of a PACE assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years and will be determined on a project-specific basis by LEP. Projects involving multiple energy efficiency improvements and/or renewable energy systems may aggregate the useful life of each improvement to determine an overall useful life figure for financing purposes. In aggregating the improvements, the property owner must appropriately weigh each improvement's dollar cost.

## **11. Property Eligibility Parameters**

The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. In calculating the appropriate ratio, the parties may use either: 1) the market value of the property before the PACE project; or 2) the expected post-PACE project market value of the property — including the value of the project.

- If the parties calculate an appropriate ratio pre-project, energy projects shall generally not exceed 25% of market value of the property prior to the PACE project as agreed to by the parties using a proper measure such as a recent appraisal or two times the State Equalized Value.
- If the parties calculate an appropriate ratio that includes the value of the PACE project, total indebtedness of the property shall not exceed the market value of the property prior to the PACE project as agreed to by the parties using a proper measure such as a recent appraisal or two times the State Equalized Value, plus 75% of the value of the PACE project.

LEP and the Authorized Official may permit projects that exceed these values for reasonable cause on a case-by-case basis.

## **12. Mortgage Consent Requirement**

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

## **13. Marketing Program**

LAGM has developed an ongoing marketing and participant education program. By joining LAGM, Delta County gains access to this program and agrees to partner with LAGM in educating businesses in Delta County about opportunities to save energy, save money and improve their property value. The County authorizes the use of Delta County's logo by LAGM to be incorporated into the LAGM website and other communication vehicles. More information regarding the Program can be obtained at LAGM's website: [www.leanandgreenmi.com](http://www.leanandgreenmi.com); or at Delta County's website at <http://www.Deltacountymi.org/>.

## **14. Quality Assurance and Antifraud Measures**

LAGM includes the following quality assurance and antifraud measures:

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

## **15. Audit Requirement**

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

## **16. Projects Over \$250,000**

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

## **17. Amendments to the Program**

A public hearing shall not be required to amend this Program. LEP may amend the Delta County PACE program as necessary from time to time.

\_\_\_\_\_  
SPACE ABOVE FOR RECORDING PURPOSES  
\_\_\_\_\_

**PACE SPECIAL ASSESSMENT AGREEMENT**

*between*

**COUNTY OF DELTA, MICHIGAN**

*and*

\_\_\_\_\_

**Dated \_\_\_\_\_, 20\_\_**

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**PACE SPECIAL ASSESSMENT AGREEMENT**

**THIS PACE SPECIAL ASSESSMENT AGREEMENT** (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between \_\_\_\_\_ (the “Property Owner”), a \_\_\_\_\_, whose address is \_\_\_\_\_, and the County of Delta whose address is 310 Ludington Street, Escanaba, MI 49829.

**RECITALS:**

A. Delta County desires to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare.

B. Act No. 270, Public Acts of Michigan, 2010 provides that Delta County may create a special assessment to defray the cost of certain energy improvements and that a special assessment may be levied in connection therewith, whereby the property owner(s) benefited thereby shall contribute toward the cost thereof.

C. Based upon the authority set forth in the Lean & Green Michigan™ (“LAGM”) PACE Program Report approved by Resolution, adopted on \_\_\_\_\_, 20\_\_\_, the parties have determined that it is necessary and appropriate to enter into this Agreement.

In consideration of the foregoing and the mutual covenants contained in this Agreement, Property Owner and Delta County hereby enter into this Agreement and covenant and agree as follows:

**ARTICLE I**

**DEFINITIONS**

**Section 1.01 Definitions**

(a) The capitalized terms used in this Agreement shall have the following meanings, except to the extent the context in which they are used requires otherwise:

(b) “**Act 270**” means Act No. 270, Public Acts of Michigan, 2010, commonly referred to as the PACE Act.

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

(d) “**Authorized Official**” means NAME/TITLE OF OFFICIAL, or his designee, who is authorized to enter into this agreement under the Lean & Green Michigan™ PACE Program.

(e) “**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-

**Draft PACE Special Assessment Agreement**  
**APPENDIX A**

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 Delta County Lean & Green Michigan PACE Program.

(f) **“Energy Project”** means the installation or modification of an energy efficiency improvement or the acquisition, installation, or improvement of a renewable energy system.

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

(h) **“Lean & Green Michigan™”** shall mean a consortium of local units of government and private entities involved in facilitating PACE-financed transactions.

(i) **“LEP”** shall mean Levin Energy Partners, LLC, a Michigan Limited Liability Company.

(j) **“Municipality”** means the County of Delta, its coordinate agencies and political subdivisions and their respective successors and assigns.

(k) **“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 or supported by the Municipality.

(l) **“PACE”** shall mean Property Assessed Clean Energy as defined in Act 270.

(m) **“PACE Program”** shall mean a program implemented by a municipality to stimulate energy efficiency and renewable energy projects in conformity with Act 270.

(n) **“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. Renewable energy includes a biomass stove but does not include an incinerator or digester.

**Draft PACE Special Assessment Agreement**  
**APPENDIX A**

(o) “**Special Assessment**” means the money obligation created pursuant to this Agreement, used to defray the cost of the Improvements and which shall, until paid, be a lien upon the Special Assessment Parcel (as defined below) of the same priority and status as other property tax liens and other assessment liens as provided in Act 270.

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

(q) “**Special Assessment Parcel**” means the property to which one hundred percent (100%) of the Special Assessment Roll has been spread by Delta County and which is more particularly described on the attached **Appendix D**.

(r) “**Special Assessment Roll**” means the roll of properties with a PACE Special Assessment that sets forth a description of the property, the amount of the assessment, and the name of the person to whom the property was assessed, and as set forth by the Authorized Official, attached as **Appendix E**.

**ARTICLE II**

**DESCRIPTION OF IMPROVEMENTS**

**Section 1.02      Description of Improvements**

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

**ARTICLE III**

**COVENANTS OF NAME OF ENTITY**

**Section 1.03      Acquisition, Construction and Installation of the Project**

(a) NAME OF ENTITY, shall acquire, construct and install the Improvements as described in **Appendix H**.

**ARTICLE IV**

**COVENANTS OF DELTA COUNTY**

**Section 1.04** [Project-specific provisions related to collection of PACE special assessments, such provisions may include a requirement to turn over delinquent special assessments to the County Treasurer for collection as determined by the Authorized Official and LEP].

**ARTICLE V**

**PACE SPECIAL ASSESSMENT**

**Section 1.05**      **PACE Special Assessment Created**

(a) The Board of Commissioners has determined to establish a PACE Program and allow the financing of Improvements by special assessment upon the Special Assessment Parcel, which the Authorized Official under the PACE Program finds is especially benefited in proportion to the costs of the Improvements. The Special Assessment Roll has been spread by the Authorized Official and this Agreement without objection by NAME OF ENTITY to allocate one hundred percent (100%) of the special assessment levy created hereby to the Special Assessment Parcel.

(b) The PACE special assessment, as allocated by the Authorized Official without objection by NAME OF ENTITY, is hereby finally established against the property and the Improvements now located or to be constructed on the Special Assessment Parcel as described on the attached **Appendix D** in an amount of: AMOUNT OF FINANCING Dollars (\$                    ) as stated on the Special Assessment Roll attached hereto as **Appendix E**. The PACE special assessment is effective immediately upon the execution and delivery of this Agreement by NAME OF ENTITY. The amount of the PACE special assessment set forth in the Special Assessment Roll may be reduced as agreed between the NAME OF ENTITY and Delta County [include any security provisions required by owner-arranged financing]. The PACE special assessment may be paid in semi-annual installments pursuant to the property tax collection mechanism of Delta County. Delinquent PACE special assessment payments [shall/shall not] be turned over to the County Treasurer pursuant to the General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.155. The Authorized Official hereby confirms the Special Assessment Roll attached hereto as **Appendix E** and a payment schedule for the PACE special assessment payments due attached hereto as **Appendix F** (the "Payment Schedule").

**Section 1.06**      **Agrees to PACE Special Assessment; Waiver**

(a) NAME OF ENTITY, hereby irrevocably agrees and confirms the creation of the Special Assessment Roll established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING THE LEGALITY, VALIDITY OR COLLECTIBILITY OF THE PACE SPECIAL ASSESSMENT, including, but not limited to, claims arising from or based upon any theory of procedural defect concerning the approval of the Improvements, the establishment of the Special Assessment District, confirmation of the Special

**Draft PACE Special Assessment Agreement**  
**APPENDIX A**

Assessment Roll and the Payment Schedule, Delta County's right to place the special assessment lien on the Special Assessment Parcel, the collectibility and due dates of the PACE special assessment installments, or any other theory or claim. NAME OF ENTITY further waives notice of hearing and the right to file objections.

(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 any PACE special assessment, and NAME OF ENTITY, 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 PACE special assessment with any adjudicative body having jurisdiction over the subject matter, including, but not limited to, the Michigan Tax Tribunal.

(c) NAME OF ENTITY shall not sell, transfer, alienate or convey any of its interest in the Special Assessment Parcel without first having given written notice of the PACE special assessment to any successors in interest, lessees, purchasers or assigns and made a copy as part of any purchase contract, sale contract, lease agreement, deed or any other conveyancing instrument by which NAME OF ENTITY purports to assign all or any part of its interest in the Special Assessment Parcel to any successors in interest, lessees, purchasers, and assigns. This Agreement shall be recorded against the real property constituting the Special Assessment Parcel by Delta County with the Delta County Clerk/Register of Deeds.

(d) Delta County agrees that following payment to Delta County in full of the PACE special assessment, as same may be expanded and/or amended, to promptly execute and deliver documentation discharging the County's interest with respect to the property. Until the PACE special assessment liability has been fully satisfied and the lien discharged, each purchaser of all or any part of the Special Assessment Parcel, as a condition of closing on such purchase, shall execute and deliver to the County a written notice: (i) acknowledging the principal amount unpaid and outstanding on the PACE special assessment; (ii) agreeing to the assumption of the liability to pay the PACE special assessment on a timely basis, when due, until the remaining balance and interest on said PACE special assessment has been paid in full; and (iii) acknowledging that the title insurance policy will state that the PACE special assessment has not been paid at time of closing thereon.

(e) NAME OF ENTITY agrees that it, its successors and assigns shall, during the term of this Agreement and the PACE special assessment, pay all ad valorem real property taxes and assessments levied against the property when due and NAME OF ENTITY 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 Delta County.

**Section 1.07      Lien**

(a) The PACE special assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be and continue to be a lien upon all such property assessed for the amount of the PACE special assessment and all interest and charges apportioned to such property which may accrue thereon. Such lien shall be of the same character and effect

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as liens created pursuant to the General Property Tax Act, and shall be treated as such with respect to procedures for collection, including accrued interest and penalties. The PACE special assessment confirmed hereby is a debt to Delta County that has been assigned to NAME OF ENTITY and its successors in interest, lessees, purchasers and assigns. The transfer of title to all or any part of the Special Assessment Parcel shall not, in and of itself, trigger an acceleration of the PACE special assessment. No judgment or decree shall destroy or impair any lien of the County upon the premises assessed for such amount of the assessment as may have been equitably or lawfully charged and assessed thereon. Failure of NAME OF ENTITY or any subsequent property owner to receive any notice required to be sent shall not invalidate any PACE special assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

**Section 1.08**      **Installment Payments**

- (a)      Payments shall be made in accordance with attached **Appendix F**.

**Section 1.09**      **Delinquent Payments**

(a)      In the event the payment by NAME OF ENTITY of a PACE special assessment installment shall be due and unpaid for more than NUMBER OF DAYS ( ) days, then such installment shall be deemed delinquent and NAME OF ENTITY shall pay thereon, in addition to the interest described above, an administrative fee in an amount equal to the product of unpaid balance due multiplied by an annual rate equal to \_\_\_% over the annual rate of interest borne by the bonds, multiplied by the number of days that the same remains unpaid and then divided by 365, together with the costs of collection, including actual attorneys' fees. All such amounts shall constitute a lien against the Special Assessment Parcel. [To be modified depending on terms of owner-arranged financing].

**Section 1.10**      **Use of Assessment**

(a)      [To be determined based on owner-arranged financing; provided, however, the Authorized Official shall ensure that such uses include payment of any application, administration or legal fees associated with the PACE project. The Authorized Official is permitted to allow payment be made directly to the financing source and not through the traditional assessment collection process, if such change is made, conforming changes shall be made throughout the Agreement.] If the project was financed by a source other than by bonds, the assessment, as collected, may be forwarded by Delta County to said financing source as identified in **Appendix I** attached hereto to be credited towards principal and interest owed by NAME OF ENTITY to said financing source in accordance with a specific agreement entered into between NAME OF ENTITY and said financing source.

**Section 1.11**      **Invalidity; Cure**

(a)      In the event of any invalidity of the PACE special assessment because of irregularity in the proceedings, or the adjudgment of the PACE special assessment as illegal by a court of competent jurisdiction, the Authorized Official may cause a new special assessment to be made for the Improvements, and NAME OF ENTITY, on behalf of itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Improvements as

**Draft PACE Special Assessment Agreement  
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reasonably determined by the County, hereby waives any objections to and agrees to the imposition of such new PACE special assessment. [Authorized Official to make modifications for owner-arranged financing to limit discretion to change Special Assessment Roll and to obligate itself to revise the Special Assessment Roll to ensure owner-arranged financial institution is made whole.]

**ARTICLE VI**

**CONDITIONS PRECEDENT**

**Section 1.12      Conditions Precedent to Delta County's Obligations**

(a) The obligations of Delta County to issue and/or sell bonds under this Agreement and/or to approve owner-arranged financing between NAME OF ENTITY and a third-party financing source are subject to the following conditions precedent as required herein, or waived in writing by Delta County, except as specifically hereinafter provided:

(b) The County and NAME OF ENTITY shall have authorized, executed and delivered this Agreement and all approvals required hereby shall have been secured.

(c) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which NAME OF ENTITY or Delta County is a party, or is threatened in writing against NAME OF ENTITY or Delta County, contesting the validity or binding effect of this Agreement, the PACE special assessment, or the bonds, which could result in an adverse decision that may have a material adverse effect upon the ability of NAME OF ENTITY to pay, or Delta County to levy and collect the PACE special assessments to pay the bonds or to pay a third-party financing source, including, without limitation, any determination by any agency or official as to the ability to levy the PACE special assessments, or which would have a material adverse effect on NAME OF ENTITY or Delta County's ability to comply with any of the obligations and terms of this Agreement or the bonds.

(d) There shall be no ongoing breach of any of the covenants and agreements of NAME OF ENTITY required to have been observed or performed by NAME OF ENTITY under the terms of this Agreement and no Event of Default by NAME OF ENTITY or no event which with notice or the passage of time could become an Event of Default by NAME OF ENTITY under this Agreement shall have occurred.

(e) 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 NAME OF ENTITY to Delta County's reasonable satisfaction and shall have been appended hereto.

(f) No objection shall have been made by NAME OF ENTITY or any other party claiming an interest in the Special Assessment Parcel at Delta County's Board of Commissioners meeting at the time the Authorized Official has spread the roll.

- Appendix C.**
- (g) NAME OF ENTITY shall meet all eligibility requirements as set forth in
  - (h) NAME OF ENTITY shall not have filed bankruptcy or sought the protections of any state and federal law insolvency statutes providing protections to debtors.

**ARTICLE VII**

**REPRESENTATIONS AND WARRANTIES**

**Section 1.13      Representations and Warranties of Delta County**

- (a) Delta County represents and warrants to NAME OF ENTITY that:
  - (i) The execution and delivery of this Agreement has been duly authorized by Delta County, and this Agreement constitutes a valid and binding agreement of the County, enforceable 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.
  - (ii) 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 regulations, order or decree of any court or governmental entity, or any agreement to which Delta County is a party or by which the County is bound.
  - (iii) Delta County has taken all preliminary action necessary to empower the County to adopt the bond Resolution [For bond transactions only] authorizing the issuance and sale of the bonds and/or has taken all action necessary to empower the County to permit owner-arranged financing.

**Section 1.14      Representations and Warranties of NAME OF ENTITY**

- (a) NAME OF ENTITY represents and warrants to Delta County that:
  - (i) NAME OF ENTITY is duly organized and validly existing as a TYPE OF ENTITY in good standing under the laws of the State of Michigan, with power under the laws of this state to carry on its business as now being conducted, and is duly qualified to do business in the State of Michigan; and NAME OF ENTITY has the power and authority to own the property and carry out the obligations to complete the Improvements.
  - (ii) The execution and delivery of this Agreement will not result in a violation or default by NAME OF ENTITY 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

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**APPENDIX A**

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.

(iii) NAME OF ENTITY represents and warrants that it 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 PACE special assessment as provided herein.

(iv) 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 constitutes a valid and binding agreement enforceable 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.

**ARTICLE VIII**

**DEFAULT**

**Section 1.15**      NAME OF ENTITY **Default**

(a) If NAME OF ENTITY breaches any covenant of this Agreement or any other agreement related to this Agreement and fails to pursue a cure of such breach within NUMBER OF DAYS ( ) days after the written notice thereof has been received, NAME OF ENTITY shall be deemed to have committed an event of default ("Event of Default").

**Section 1.16**      **Remedies**

(a) If NAME OF ENTITY commits an Event of Default under this Agreement, Delta County, after giving written notice as required, without further notice of any kind, 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 NAME OF ENTITY any damages incurred by Delta County and any costs incurred by the County in enforcing or attempting to enforce this Agreement or the PACE 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.

**Section 1.17**      **Delta County's Default**

(a) If Delta County breaches any covenant of this Agreement or any other agreement related to the carrying out of this Agreement and fails to pursue a cure of such breach within NUMBER OF DAYS ( ) days after written notice thereof has been received, Delta County shall be deemed to have committed an Event of Default.

**Section 1.18      Remedies**

(a) If Delta County commits an Event of Default under this Agreement and NAME OF ENTITY shall have otherwise fully performed all of its obligations hereunder, NAME OF ENTITY, 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 NAME OF ENTITY shall not have the right to seek to recover any money damages against the County incurred by NAME OF ENTITY and any costs incurred by NAME OF ENTITY against the County, including the costs of enforcing or attempting to enforce this Agreement. If Delta County defaults in any of its express obligations, NAME OF ENTITY shall be entitled to pursue its remedies as may be contained therein, but such default shall not negate NAME OF ENTITY obligation to pay the PACE special assessment and other costs due hereunder.

**Section 1.19      Waiver**

(a) Failure to act upon discovery of a default or to act upon the existence of an Event of Default, shall not constitute a waiver or right to pursue the remedies provided.

**ARTICLE IX**

**MISCELLANEOUS**

**Section 1.20      Term**

(a) Except as otherwise provided in this Agreement, the terms of this Agreement shall commence on the date first written above and shall expire upon the payment in full of the PACE special assessment created herein.

**Section 1.21      Assignment of this Agreement**

(a) Except as provided herein, 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 party hereto excepting as otherwise expressly provided herein.

**Section 1.22      Notices**

(a) 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:

If to the County:	Delta County Board of Commissioners Office 310 Ludington Street, Escanaba, MI 49829 Attn: <u>INSERT TITLE OF AUTHORIZED OFFICIAL</u>
-------------------	--

**Draft PACE Special Assessment Agreement**  
**APPENDIX A**

With a copy to:                   Delta County  
310 Ludington Street,  
Escanaba, MI 49829  
Attn: \_\_\_\_\_

If to NAME OF ENTITY:                   \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

Attn: \_\_\_\_\_

With a copy to:                   \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

Attn: \_\_\_\_\_

or to such other address as such party may specify by written notice. To the extent Delta County is advised in writing by NAME OF ENTITY of the name, address and contact person for any lender, the County shall provide written notice to said Lender of any default hereunder by NAME OF ENTITY simultaneously with providing such written notice to NAME OF ENTITY.

**Section 1.23           Amendment and Waiver**

(a) 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 party hereto.

**Section 1.24           Entire Agreement**

(a) This Agreement and the agreements and documents specifically referenced herein, contain all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement.

**Section 1.25           Execution in Counterparts**

(a) This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

**Section 1.26      Captions**

(a) 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 1.27      Applicable Law**

(a) 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 1.28      Mutual Cooperation**

(a) 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 party 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 party to this Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the issuance of the bonds and/or other financing arrangements are satisfied.

**Section 1.29      Binding Effect**

(a) This Agreement, being for the benefit of the property, shall be binding upon the parties hereto and upon their respective successors and assigns.

**Section 1.30      Force Majeure**

(a) 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 NUMBER OF DAYS ( ) business days after the occurrence of said event.

[SIGNATURES ON THE FOLLOWING PAGE]

**Draft PACE Special Assessment Agreement  
APPENDIX A**

**IN WITNESS WHEREOF**, Delta County and NAME OF ENTITY have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

Witnessed:

By: \_\_\_\_\_, a Michigan  
\_\_\_\_\_

\_\_\_\_\_  
Signature of:

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

Signature of: \_\_\_\_\_

\_\_\_\_\_  
Signature of:

Its: Authorized Signatory

Witnessed as to both  
signatures by:

**County of Delta, Michigan**  
Municipal corporation

\_\_\_\_\_  
Signature of:

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

Signature of: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Signature of:

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

Signature of: \_\_\_\_\_

Its: Clerk/Register of Deeds

State of Michigan            )  
  ) ss  
County of Delta            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ the Authorized Signatory of \_\_\_\_\_ on behalf of the \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My commission expires \_\_\_\_\_

State of Michigan            )  
  ) ss  
County of Delta            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by AUTHORIZED OFFICIAL, the TITLE OF AUTHORIZED OFFICIAL of Delta County, Michigan and

**Draft PACE Special Assessment Agreement**  
**APPENDIX A**

\_\_\_\_\_, the County Clerk/Register of Deeds of Delta County, Michigan on behalf of  
the County of Delta.

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

\_\_\_\_\_ County, Michigan

My commission expires \_\_\_\_\_

**APPENDIX B**

**Lean & Green Michigan™ PACE Program Application**

Public Act 270 of 2010 (“Act 270”) authorizes local units of government to adopt Property Assessed Clean Energy (“PACE”) programs to promote the installation of energy efficiency improvements and renewable energy systems by owners of commercial or industrial property within a district designated by Delta County. Act 270 allows private commercial lenders to finance energy projects and authorizes local units of government to issue bonds, notes and other indebtedness. Act 270 authorizes the assessment of properties for the cost of the energy projects and provides for repayment to local governments through a voluntary property assessment. The property assessment remains with the property and has the same priority as other property tax and assessment liens in the event of foreclosure.

LAGM has developed a PACE program that provides voluntary special assessments for certain energy efficiency improvements and renewable energy systems that are associated with real property.

The property eligibility requirements are as follows:

Property is privately owned commercial or industrial real property within Delta 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 taxes, special assessments, or water or sewer charges on the property. The Authorized Official at his or her 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 25 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. The ratio will be determined on a project-by-project basis by LEP and shall not exceed 25% of two times the State Equalized Value without written approval. 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 LEP. Such approval may be granted retroactively if the audit meets the standards of LEP. 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 LEP.

**PACE Program Application**  
**APPENDIX B**

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

Bonds or notes issued under Act 270 shall not be general obligations of the local unit of government, but shall be secured by the voluntary assessments and other security mechanisms provided in the statute. MCL 460.945(2).

The applicant assumes all risk with respect to the implementation of a PACE Program in respect of the applicant's property. Delta County is an accommodation party only, and is providing access to the PACE Program so as to enable property owners to make decisions regarding energy improvements to their property in a manner which allows the property owner to make the improvements in a cost-effective manner and for the property owner's benefit.

Energy projects that may be eligible for PACE assessments include, but are not limited to: equipment, devices, or materials intended to decrease energy consumption, including: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Board of Commissioners; and 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, but does not include an incinerator or digester.

Mail or deliver your application and attachments to:

Attention:  
Program Administrator for Delta County PACE Program  
c/o Levin Energy Partners, LLC  
3400 Russell Street, Suite 255  
Detroit, MI 48207

Applications and attachments may also be e-mailed to the Program Administrator through the webpage [www.levinenergypartners.com](http://www.levinenergypartners.com). For questions regarding the status of your application please contact the Program Administrator at [info@levinenergypartners.com](mailto:info@levinenergypartners.com)

**Applicant Information  
(Use attachments as necessary)**

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

	Name	Parcel #
Owner 1	_____	_____
Owner 2	_____	_____
Owner 3	_____	_____

**2. Property Owner(s) Contact Information**

Name	Address	E-mail Address	Telephone No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

Individual                       LLP                                       LLC  
 Corporation                       Other (please specify) \_\_\_\_\_

**4. Property Type (Check all that apply)**

**Commercial**

- Grocery/convenience store
- Health care/clinic
- Mixed use
- Multi-family unit (3 or more)
- Office
- Other - Please describe \_\_\_\_\_
- Retail
- Restaurant
- Recreational
- Warehouse

**Industrial**

Please describe \_\_\_\_\_

**5. Property Addresses and Parcel Number**

Physical Property Address of Improvements

\_\_\_\_\_

Mailing Address (if different)

\_\_\_\_\_

Assessor's Parcel #

\_\_\_\_\_

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

	Amount of Mortgage	Name of Mortgage Holder
First Mortgage	\$ _____	_____
Second Mortgage	\$ _____	_____
Other	\$ _____	_____
State Equalized Value (SEV)	\$ _____	
Requested assessment amount	\$ _____	

Consent by mortgage holder(s) obtained, if subject to a mortgage. Please attach consent.

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

Amount	Type	End Date
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
<b>Total:</b> \$ _____		

**8. Requested Assessment Amount**

Energy Project	\$ _____
Energy Audit	\$ _____
Engineering/Architect Plans	\$ _____
Building Permit Fees	\$ _____
Other (Please explain)	\$ _____
<b>Total</b>	<b>\$ _____</b>

**9. Requested Assessment Repayment Period** (Term may not exceed the lesser of the useful life of the energy project or 25 years.)

Term: \_\_\_\_\_ years

**10. Projects Over \$250,000**

Please attach details regarding provisions for ongoing measurements of energy savings and information regarding performance guarantees.

**11. Baseline Energy Audit**

Please attach the baseline energy audit performed on the property and all supporting documentation.

**APPENDIX C**

**PROGRAM ELIGIBILITY CHECKLIST**

Property is privately owned commercial or industrial real property within Delta 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 taxes, special assessments, or water or sewer charges on the property. The Authorized Official at his or her 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 25 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. The ratio will be determined on a project-by-project basis by LEP and shall not exceed 25% of two times the State Equalized Value without written approval. 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 LEP and the Authorized Official. Such approval may be granted retroactively if the audit meets the standards of LEP. 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 LEP.

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

**APPENDIX D**

**SPECIAL ASSESSMENT PARCEL WHICH IS ENCUMBERED  
BY THE PACE SPECIAL ASSESSMENT ROLL**

[PROJECT-SPECIFIC]

Parcel

Tax Parcel I.D. No.: \_\_\_\_\_.

**APPENDIX E**

**PACE SPECIAL ASSESSMENT ROLL**

[PROJECT-SPECIFIC]

**APPENDIX F**  
**PAYMENT SCHEDULE**  
**[PROJECT-SPECIFIC]**

**Lender Consent and Acknowledgement**  
**APPENDIX G**

**APPENDIX G**

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

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

**Recitals**

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

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

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

D. Repayment by the Property Owner under the PACE Special Assessment Agreement will be a statutory assessment levied against the Property notice of which shall be recorded against the Property in the Office of the County Clerk/Register of Deeds for Delta 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.

**Consent and Acknowledgement**

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

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

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

**Lender Consent and Acknowledgement**  
**APPENDIX G**

Name of Lender: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF MICHIGAN                    )  
  ) ss  
COUNTY OF DELTA                    )

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

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

**APPENDIX H**

**DESCRIPTION OF IMPROVEMENTS**

[PROJECT-SPECIFIC]

**APPENDIX I**

**SOURCE OF PRIVATE FINANCING**

[PROJECT-SPECIFIC]

NOTICE OF PUBLIC HEARING

COUNTY OF DELTA, STATE OF MICHIGAN

ON THE ESTABLISHMENT OF A PACE  
PROGRAM AND A PACE DISTRICT

TO ALL INTERESTED PERSONS IN DELTA COUNTY:

PLEASE TAKE NOTICE that the Board of Commissioners, County of Delta, State of Michigan, (the “County”) will hold a public hearing on INSERT DATE AND TIME, in the Board of Commissioners office, 310 Ludington Street, Escanaba, MI 49829, to receive comments on the proposed Property Assessed Clean Energy (“PACE”) program and the proposed PACE report.

TAKE FURTHER NOTICE that the Board of Commissioners intends to establish a PACE program and to establish a PACE district, having the same boundaries as the County’s jurisdictional boundaries, pursuant to Act No. 270, Public Acts of Michigan, 2010 (“Act 270”), for the purposes of encouraging economic development, improving property valuation, increasing employment, reducing energy costs, reducing greenhouse gas emissions, and promoting the use of renewable energy systems and energy efficiency improvements.

TAKE FURTHER NOTICE that the PACE report, required by Section 9(1) of Act 270, is available on the County’s website at <http://www.deltacountymi.org/>, and is available for viewing at the office of the County Clerk located at: 310 Ludington Street, Escanaba, MI 49829.

THIS NOTICE is given by order of the Board of Commissioners of Delta County, Michigan.

Nancy Kolich  
Delta County Clerk

**COUNTY OF DELTA  
STATE OF MICHIGAN**

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

Minutes of a regular meeting of the Board of Commissioners of the County of Delta, Michigan (the "County"), held on the \_\_\_\_\_, at \_\_\_\_\_, prevailing Eastern Time.

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

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

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

WHEREAS, the Board of Commissioners intends to find that financing energy projects is a valid public purpose because it reduces energy costs, reduces greenhouse gas emissions, stimulates economic development, improves property values and increases employment in the County; and

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

WHEREAS, the Board of Commissioners intends to create a PACE district having the same boundaries as the County's jurisdictional boundaries; and

WHEREAS, the Board of Commissioners intends to join Lean & Green Michigan™, and intends to utilize Levin Energy Partners, LLC as PACE administrator (the "PACE Administrator") to administer its PACE Program; and

WHEREAS, the report referenced in Section 9(1) of Act 270 (the "PACE Report") shall be available on the County's website at <http://www.deltacountymi.org/>, and shall be available for viewing at the office of the County Clerk located at: 310 Ludington Street, Escanaba, MI 49829.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Commissioners, being fully apprised of the PACE Program, finds that financing energy projects is a valid public purpose because it reduces energy costs, reduces greenhouse gas emissions, stimulates economic development, improves property values and increases employment in the County.

2. The Board of Commissioners, by adoption of this Resolution, formally states its intention to establish a PACE district having the same boundaries as the County's jurisdictional boundaries and a PACE Program as described in and for the reasons set forth in this Resolution.

3. The Board of Commissioners formally states its intention to provide a property owner-based method of financing and funds for energy projects, including from owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed or used in connection with any project as required by and subject to Act 270.

4. The Board of Commissioners, by adoption of this Resolution, formally states its intention to join Lean & Green Michigan™, and to utilize Levin Energy Partners, LLC as PACE Administrator.

5. The Board of Commissioners hereby sets a public hearing for \_\_\_\_\_, at \_\_\_\_\_, in the Board of Commissioners office, 310 Ludington Street, Escanaba, MI 49829, to receive comments on the proposed PACE Program, including the PACE Report.

6. The County Clerk is Nancy Kolich and directed to publish a notice of intent to establish a PACE district and a PACE Program, and a notice of the public hearing set by this Resolution in a newspaper of general circulation in the County as a display advertisement prominent in size. The County Clerk shall maintain on file for public review a copy of the PACE Report and shall cause the PACE Report to be available on the County's website in accordance with the requirements of Act 270.

7. All resolutions and parts of resolutions inconsistent with this Resolution are repealed to the extent of such inconsistency.

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

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

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Nancy Kolich  
County Clerk

I HEREBY CERTIFY that the attached is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Delta, Michigan, at a regular meeting held on \_\_\_\_\_, 2015, at \_\_\_\_\_, prevailing Eastern Time, and that public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by Act 267.

\_\_\_\_\_  
Nancy Kolich  
County Clerk

**COUNTY OF DELTA  
STATE OF MICHIGAN**

**RESOLUTION APPROVING THE ESTABLISHMENT  
OF A PROPERTY ASSESSED CLEAN ENERGY PROGRAM**

Minutes of a regular meeting of the Board of Commissioners of Delta County, Michigan (the "County"), held on the \_\_\_\_\_, at \_\_\_\_\_, prevailing Eastern Time.

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

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

WHEREAS, the Board of Commissioners of Delta County, Michigan previously has adopted a Resolution of Intent to authorize the establishment of a property assessed clean energy program ("PACE Program") and create a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010 ("Act 270"), for the purpose of promoting the use of renewable energy systems and energy efficiency improvements by owners of certain real property; and

WHEREAS, the Board of Commissioners hereby finds that financing energy projects is a valid public purpose because it stimulates economic development, improves property values, reduces energy costs, reduces greenhouse gas emissions, and increases employment in the County; and

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

WHEREAS, the Board of Commissioners conducted a public hearing on \_\_\_\_\_, 2015, at \_\_\_\_\_, in the Board of Commissioners office, 310 Ludington Street, Escanaba, MI 49829, to receive comments on the proposed PACE Program, including the Report referenced in Section 9(1) of Act 270 (the "PACE Report"); and

WHEREAS, the Board of Commissioners intends to establish a PACE Program as described in the PACE Report, so as to provide a property owner-based method of financing and funds for energy projects, including owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed or used in connection with any project as required by, and subject to Act 270.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The PACE Program for the County is established and approved.
2. The PACE district, having the same boundaries as the County's jurisdictional boundaries, is established.
3. The PACE Program constitutes a valid public purpose because it stimulates economic development, improves property values, reduces energy costs, reduces greenhouse gas emissions, and increases employment in the County.
4. The PACE Report is incorporated herein in full by reference, and is approved and adopted.
5. The County formally joins Lean & Green Michigan™ and designates Levin Energy Partners, LLC as PACE administrator to administer the PACE Program.
6. In accordance with the PACE Report, amendments to the PACE Program shall not require a public hearing.
7. In accordance with Act 270, an assessment imposed under the PACE Program, including any interest on the assessment and any penalty, shall constitute a lien against the property on which the assessment is imposed until the assessment, including any interest or penalty, is paid in full. The lien runs with the property and has the same priority and status as other property tax and assessment liens. The County has all rights in the case of delinquency in the payment of an assessment as it does with respect to delinquent property taxes. When the assessment, including any interest and penalty, is paid, the lien shall be removed from the property. [TITLE OF AUTHORIZED OFFICIAL] or his/her designee is authorized and directed to execute and deliver any special assessment agreement, document or certificate necessary or appropriate to create, establish and record an assessment under the PACE Program.
8. In accordance with Act 270, installments of assessments due under the PACE Program may be included in each summer and winter tax bill issued under the General Property

Tax Act, 1893 PA 206, MCL 211.1 to 211.155 (“Act 206”), and may be collected at the same time and in the same manner as taxes collected under Act 206. Under owner-arranged financing, the County may impose an assessment and forward payments to the commercial lender or the record owner may pay the commercial lender directly. In all projects where the property owner will pay the installments of assessments through periodic payments to the County, the PACE special assessment agreement will provide for the County to be reimbursed for the actual costs of administering the billing and payment process.

9. The County may join with any other local unit of government, or with any person, or with any number or combination thereof, by contract or otherwise as may be permitted by law, for the implementation of the County’s PACE Program, in whole or in part, and the [TITLE OF AUTHORIZED OFFICIAL] or his/her designee is authorized to execute and deliver such documents, agreements or certificates as may be necessary or advisable to permit the cooperative implementation of the PACE Program as provided by Act 270 or other applicable law.

10. The [TITLE OF AUTHORIZED OFFICIAL] or his/her designee is authorized to sign necessary documents, agreements or certificates, and to take all other actions necessary or convenient to implement a PACE Program consistent with the PACE Report.

11. All resolutions and parts of resolutions inconsistent with this Resolution are repealed to the extent of such inconsistency.

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

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

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Nancy Kolich  
County Clerk

I HEREBY CERTIFY that the attached is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Delta, Michigan, at a regular meeting held on \_\_\_\_\_, 2015, at \_\_\_\_\_, prevailing Eastern Time, and that public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by Act 267.

Nancy Kolich  
County Clerk









**Certification Statement**

***I hereby certify that this Statement Showing Mills Apportioned by the County Board of Commissioners and submitted to the State Tax Commission is a true statement of all ad valorem millages apportioned by the County Board of Commissioners of the***

***County of \_\_\_\_\_ for the year \_\_\_\_\_***

\_\_\_\_\_

Signature of County Equalization Director

**NOTARIZATION**

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

\_\_\_\_\_ *County, Michigan*

STATE OF MICHIGAN

County of \_\_\_\_\_ } ss

*Subscribed before me this* \_\_\_\_\_

*Day of* \_\_\_\_\_ *year* \_\_\_\_\_

*My commission expires* \_\_\_\_\_ , \_\_\_\_\_

COUNTY OF DELTA  
310 LUDINGTON STREET  
ESCANABA MICHIGAN 49829

2015 MILLAGE APPORTIONMENT REPORT

UNIT	TAXABLE VALUE	NON-HOME TAXABLE VALUE	COUNTY		TWP/CITY		K-12 SCHOOLS		DSISD		BDNCC VOTED OPER	BDNCC VOTED DEBT	DELTA AREA TRANSIT AUTH	TOTAL MILLAGE	TOTAL HMSTD MILLAGE
			ALLOC OPER	EXTRA VOTED	ALLOC OPER	EXTRA VOTED	STATE ED TAX	SCHOOL OPERATING	VOTED DEBT	ALLOC OPER					
BALDWIN	32,302,915	15,298,887	5.0317	1.7000	0.8856	3.0000	6.0000	17.9496	8.1000	0.1346	2.2505	2.3076	1.0000	48.3596	30.4100
BARK RIVER	38,877,992	9,087,322	5.0317	1.7000	1.6534	0.7000	6.0000	17.0374	2.4000	0.1346	2.2505	2.3076	1.0000	40.2152	23.1778
BAY DE NOC	28,456,964	18,212,334	5.0317	1.7000	0.6527	2.1307	6.0000	18.0000	6.4000	0.1346	2.2505	2.3076	1.0000	45.6078	27.6078
BRAMPTON	26,370,725	5,240,081	5.0317	1.7000	0.8155	1.0000	6.0000	18.0000	6.5900	0.1346	2.2505	2.3076	1.0000	44.8299	26.8299
CORNELL	21,408,453	8,667,085	5.0317	1.7000	0.8228	1.9779	6.0000	18.0000	4.7500	0.1346	2.2505	2.3076	1.0000	43.9751	25.9751
ENSGN	28,937,500	9,955,969	5.0317	1.7000	0.7307	1.6500	6.0000	18.0000	6.4000	0.1346	2.2505	2.3076	1.0000	45.2051	27.2051
ESCANABA	109,839,315	27,358,153	5.0317	1.7000	0.8041		6.0000	18.0000	6.5900	0.1346	2.2505	2.3076	1.0000	44.3185	26.3185
FAIRBANKS	20,198,379	10,538,080	5.0317	1.7000	0.7220	0.4440	6.0000	18.0000	1.9000	0.1346	2.2505	2.3076	1.0000	39.4904	21.4904
FORD RIVER	62,955,971	18,041,098	5.0317	1.7000	0.7736		6.0000	18.0000	4.7500	0.1346	2.2505	2.3076	1.0000	41.9480	23.9480
GARDEN	62,029,709	28,015,317	5.0317	1.7000	0.6918	2.9932	6.0000	18.0000	1.9000	0.1346	2.2505	2.3076	1.0000	42.0094	24.0094
MAPLE RIDGE	26,847,879	11,504,903	5.0317	1.7000	0.7680	1.0000	6.0000	17.9496	8.1000	0.1346	2.2505	2.3076	1.0000	46.2420	28.2924
MASONVILLE	64,764,503	27,604,547	5.0317	1.7000	0.8756	1.1500	6.0000	18.0000	6.4000	0.1346	2.2505	2.3076	1.0000	44.8500	26.8500
NAHMA	33,964,123	24,285,099	5.0317	1.7000	0.7518	0.8777	6.0000	18.0000	1.9000	0.1346	2.2505	2.3076	1.0000	39.9539	21.9539
WELLS	238,927,727	47,669,796	5.0317	1.7000	0.9874		6.0000	18.0000	4.7500	0.1346	2.2505	2.3076	1.0000	42.1618	24.1618
ESCANABA CITY	305,061,158	143,253,373	5.0317	1.7000	0	17.0000	6.0000	18.0000	4.7500	0.1346	2.2505	2.3076	1.0000	58.7744	40.7744
GLADSTONE CITY	105,591,113	37,163,838	5.0317	1.7000	0	15.5021	6.0000	18.0000	6.5900	0.1346	2.2505	2.3076	1.0000	59.1165	41.1165
Village of Garden	4,067,483		5.0317	1.7000	0.6918	2.9932	6.0000	18.0000	1.9000	0.1346	2.2505	2.3076	1.0000	6.7025	48.7119
TOTAL T.V.	1,206,534,426	441,893,882													

Village of Garden - village millage rate is denoted under Delta Area Transit column



COUNTY OF DELTA  
 310 LUDINGTON STREET  
 ESCANABA MICHIGAN 49829

2015 SUMMER TAX REVENUE

UNIT	TAXABLE VALUE	COUNTY		TOWNSHIPS		K-12 SCHOOLS			DSISD		BDNCC		TOTAL TAX DOLLARS
		ALLOC OPER	EXTRA VOTED	ALLOC OPER	EXTRA VOTED	STATE ED TAX	SCHOOL OPERATING	VOTED DEBT	ALLOC OPER	VOTED OPER	BDNCC VOTED OPER	BDNCC VOTED DEBT	
BALDWIN	32,302,915	\$ 162,538.58	0.0000	0.0000	0.0000	\$ 193,817.49	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	\$ 356,356.07
BARK RIVER	38,877,992	\$ 195,622.39	0.0000	0.0000	0.0000	\$ 233,267.95	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	\$ 428,890.34
BAY DE NOC	28,456,964	\$ 143,186.91	0.0000	0.0000	0.0000	\$ 170,741.78	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	\$ 313,928.69
BRAMPTON	26,370,725	\$ 132,689.58	0.0000	0.0000	0.0000	\$ 158,224.35	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	\$ 290,913.93
CORNELL	21,408,453	\$ 107,720.91	0.0000	0.0000	0.0000	\$ 128,450.72	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	\$ 236,171.63
ENSIGN	28,937,500	\$ 145,604.82	0.0000	0.0000	0.0000	\$ 173,625.00	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	\$ 319,229.82
ESCANABA	109,839,315	\$ 552,678.48	0.0000	0.0000	0.0000	\$ 659,035.89	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	\$ 1,211,714.37
FAIRBANKS	20,198,379	\$ 101,632.18	0.0000	0.0000	0.0000	\$ 121,190.27	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	\$ 222,822.46
FORD RIVER	62,955,971	\$ 316,775.56	0.0000	0.0000	0.0000	\$ 377,735.83	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	\$ 694,511.39
GARDEN	62,029,709	\$ 312,114.89	0.0000	0.0000	0.0000	\$ 372,178.25	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	\$ 684,293.14
MAPLE RIDGE	26,847,879	\$ 135,090.47	0.0000	0.0000	0.0000	\$ 161,087.27	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	\$ 296,177.75
MASONVILLE	64,764,503	\$ 325,875.55	0.0000	0.0000	0.0000	\$ 388,587.02	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	\$ 714,462.57
NAHIMA	33,964,123	\$ 170,897.28	0.0000	0.0000	0.0000	\$ 203,784.74	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	\$ 374,682.02
WELLS	238,927,727	\$ 1,202,212.64	0.0000	0.0000	0.0000	\$ 1,433,566.36	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	\$ 2,635,779.01
ESCANABA CITY	305,061,158	\$ 1,534,976.23	0.0000	0.0000	0.0000	\$ 1,850,366.95	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	\$ 9,267,178.36
GLADSTONE CITY	105,591,113	\$ 531,302.80	0.0000	0.0000	0.0000	\$ 633,546.68	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	\$ 6,598,648.15
Village of Garden	4,067,483		6.7025	\$27,262.30									\$27,262.30
<b>TOTAL</b>	1,206,534,426	\$ 5,569,571.40		\$6,641,379.33		\$ 27,636.90	\$ 462,107.00	\$473,810.59	\$205,326.14	\$ 24,673,021.99			



COUNTY OF DELTA  
 310 LUDINGTON STREET  
 ESCANABA MICHIGAN 49829

2015 WINTER TAX REVENUE

UNIT	TAXABLE VALUE	NON-HOME TAXABLE VALUE AS OF 10/1/15		COUNTY		TOWNSHIPS		STATE ED TAX		K-12 SCHOOLS		DSISD		BDNCC		BDNCC		DELTA AREA TRANSIT AUTH.	TOTAL TAX DOLLARS
		ALOC	EXTRA VOTED	ALOC	EXTRA VOTED	ALOC	OPER	ALOC	OPER	ALOC	OPER	ALOC	OPER	ALOC	OPER	ALOC	OPER		
BALDWIN	32,302,915	15,298,887	\$ -	\$ 54,914.96	\$ 28,607.46	\$ 96,908.75	\$ -	\$ 274,608.90	\$ 261,653.61	\$ 4,347.97	\$ 74,542.21	\$ 32,302.92	\$ -	\$ 900,584.48					
BARK RIVER	38,877,992	9,087,322	\$ -	\$ 66,092.59	\$ 64,280.87	\$ 27,214.59	\$ -	\$ 154,824.34	\$ 93,307.18	\$ 5,232.98	\$ 89,714.85	\$ 38,877.99	\$ -	\$ 627,040.32					
BAY DE NOC	28,456,964	18,212,334	\$ -	\$ 48,376.84	\$ 18,573.86	\$ 60,633.25	\$ -	\$ 327,822.01	\$ 182,124.57	\$ 3,830.31	\$ 65,667.29	\$ 28,456.96	\$ -	\$ 799,527.49					
BRAMPTON	26,370,725	5,240,081	\$ -	\$ 44,830.23	\$ 21,505.33	\$ 26,370.73	\$ -	\$ 94,321.46	\$ 173,783.08	\$ 3,549.50	\$ 60,853.09	\$ 26,370.73	\$ -	\$ 510,931.45					
CORNELL	21,408,453	8,667,085	\$ -	\$ 36,394.37	\$ 17,614.88	\$ 42,343.78	\$ -	\$ 156,007.53	\$ 101,690.15	\$ 2,881.58	\$ 49,402.15	\$ 21,408.45	\$ -	\$ 475,922.61					
ENSIGN	28,937,500	9,955,969	\$ -	\$ 49,193.75	\$ 21,144.63	\$ 47,746.88	\$ -	\$ 179,207.44	\$ 185,200.00	\$ 3,894.99	\$ 66,776.18	\$ 28,937.50	\$ -	\$ 647,225.20					
ESCANABA	109,839,315	27,358,153	\$ -	\$ 186,726.84	\$ 88,321.79	\$ -	\$ -	\$ 492,446.75	\$ 723,841.09	\$ 14,784.37	\$ 253,465.20	\$ 109,839.32	\$ 54,919.66	\$ 2,171,538.39					
FAIRBANKS	20,198,379	10,538,080	\$ -	\$ 34,337.24	\$ 14,583.23	\$ 8,968.08	\$ -	\$ 189,685.44	\$ 38,376.92	\$ 2,718.70	\$ 46,609.78	\$ 20,198.38	\$ -	\$ 400,934.23					
FORD RIVER	62,955,971	18,041,098	\$ -	\$ 107,025.15	\$ 48,702.74	\$ -	\$ -	\$ 324,739.76	\$ 299,040.86	\$ 8,473.87	\$ 145,277.20	\$ 62,955.97	\$ -	\$ 1,137,897.97					
GARDEN	62,029,709	28,013,317	\$ -	\$ 105,450.51	\$ 42,912.15	\$ 185,667.32	\$ -	\$ 504,239.71	\$ 117,856.45	\$ 8,349.20	\$ 143,139.76	\$ 62,029.71	\$ -	\$ 1,309,242.66					
MAPLE RIDGE	26,847,879	11,504,903	\$ -	\$ 45,641.39	\$ 20,619.17	\$ 26,847.88	\$ -	\$ 206,508.41	\$ 217,467.82	\$ 3,613.72	\$ 61,954.17	\$ 26,847.88	\$ -	\$ 669,921.59					
MASONVILLE	64,764,503	27,604,547	\$ -	\$ 110,099.66	\$ 56,707.80	\$ 74,479.18	\$ -	\$ 496,881.85	\$ 414,492.82	\$ 8,717.30	\$ 149,450.57	\$ 64,764.50	\$ -	\$ 1,521,346.18					
NAHWA	33,964,123	24,285,099	\$ -	\$ 57,739.01	\$ 25,534.23	\$ 29,810.31	\$ -	\$ 437,131.78	\$ 64,531.83	\$ 4,571.57	\$ 78,375.61	\$ 33,964.12	\$ -	\$ 808,094.73					
WELLS	238,927,727	47,669,796	\$ -	\$ 406,177.14	\$ 235,917.24	\$ -	\$ -	\$ 858,056.33	\$ 1,134,906.70	\$ 32,159.67	\$ 551,349.62	\$ 238,927.73	\$ -	\$ 3,995,201.28					
ESCANABA CITY	305,061,158	143,253,373	\$ -	\$ 518,603.97	\$ -	\$ -	\$ -	\$ 2,578,560.71	\$ 1,449,040.50	\$ 20,530.62	\$ 343,254.81	\$ 152,530.58	\$ 183,036.69	\$ 5,597,537.45					
GLADSTONE CITY	105,591,113	37,163,838	\$ -	\$ 179,504.89	\$ -	\$ -	\$ -	\$ 668,949.08	\$ 695,845.43	\$ 7,106.28	\$ 118,811.12	\$ 52,795.56	\$ 63,354.67	\$ 1,908,198.06					
Village of Garden	4,067,483																		
TOTAL T.V.	1,206,634,426	441,893,882	\$ -	\$ 2,051,108.52	\$ 705,025.38	\$ 626,990.75	\$ -	\$ 7,943,991.51	\$ 6,153,159.02	\$ 134,762.64	\$ 2,310,388.25	\$ 1,001,208.29	\$ 301,311.02	\$ 23,481,144.10					

COUNTY OF DELTA  
 310 LUDINGTON STREET  
 ESCANABA MICHIGAN 49829

TOTAL TAX REVENUE FOR 2015

UNIT	COUNTY		TOWNSHIPS		STATE ED TAX	K-12 SCHOOLS		DSISD		BDNCC VOTED OPER	BONCC VOTED DEBT	DELTA AREA TRANSIT AUTH	TOTAL TAX DOLLARS
	ALLOC OPER	EXTRA VOTED	ALLOC OPER	EXTRA VOTED		SCHOOL OPERATING	VOTED DEBT	ALLOC OPER	VOTED OPER				
BALDWIN	\$ 162,538.58	\$ 54,914.96	\$ 28,607.46	\$ 96,908.75	\$ 193,817.49	\$ 274,608.90	\$ 261,653.61	\$ 4,347.97	\$ 72,697.71	\$ 74,542.21	\$ 32,302.92	\$ -	\$ 1,256,940.55
BARK RIVER	\$ 195,622.39	\$ 66,092.59	\$ 64,280.87	\$ 27,214.59	\$ 233,267.95	\$ 154,824.34	\$ 93,307.18	\$ 5,232.98	\$ 87,494.92	\$ 89,714.85	\$ 38,877.99	\$ -	\$ 1,055,930.66
BAY DE NOC	\$ 143,186.91	\$ 49,376.84	\$ 18,573.86	\$ 60,633.25	\$ 170,741.78	\$ 327,822.01	\$ 182,124.57	\$ 3,830.31	\$ 64,042.40	\$ 65,667.29	\$ 28,456.96	\$ -	\$ 1,113,456.18
BRAMPTON	\$ 132,689.58	\$ 44,830.23	\$ 21,505.33	\$ 26,370.73	\$ 158,224.35	\$ 94,321.46	\$ 173,783.08	\$ 3,549.50	\$ 59,347.32	\$ 60,853.09	\$ 26,370.73	\$ -	\$ 801,845.37
CORNELL	\$ 107,720.91	\$ 36,394.37	\$ 17,614.88	\$ 42,343.78	\$ 128,450.72	\$ 156,007.53	\$ 101,690.15	\$ 2,881.58	\$ 48,179.72	\$ 49,402.15	\$ 21,408.45	\$ -	\$ 712,094.24
ENSGIN	\$ 145,604.82	\$ 49,193.75	\$ 21,144.63	\$ 47,746.88	\$ 173,625.00	\$ 179,207.44	\$ 185,200.00	\$ 3,894.99	\$ 65,123.84	\$ 66,776.18	\$ 28,937.50	\$ -	\$ 966,455.02
ESCANABA	\$ 552,678.48	\$ 186,726.84	\$ 88,321.79	\$ -	\$ 659,035.89	\$ 492,446.75	\$ 723,841.09	\$ 14,784.37	\$ 247,193.38	\$ 253,465.20	\$ 109,839.32	\$ 54,919.66	\$ 3,383,252.77
FAIRBANKS	\$ 101,632.18	\$ 34,337.24	\$ 14,583.23	\$ 8,968.08	\$ 121,190.27	\$ 189,685.44	\$ 38,376.92	\$ 2,718.70	\$ 45,456.45	\$ 46,609.78	\$ 20,198.38	\$ -	\$ 623,756.68
FORD RIVER	\$ 316,775.56	\$ 107,025.15	\$ 48,702.74	\$ -	\$ 377,735.83	\$ 324,739.76	\$ 299,040.86	\$ 8,473.87	\$ 141,682.41	\$ 145,277.20	\$ 62,955.97	\$ -	\$ 1,832,409.36
GARDEN	\$ 312,114.89	\$ 105,450.51	\$ 42,912.15	\$ 185,667.32	\$ 372,178.25	\$ 504,239.71	\$ 117,856.45	\$ 8,349.20	\$ 139,597.86	\$ 143,139.76	\$ 62,029.71	\$ -	\$ 1,993,535.80
MAPLE RIDGE	\$ 135,090.47	\$ 45,641.39	\$ 20,619.17	\$ 26,847.88	\$ 161,087.27	\$ 206,508.41	\$ 217,467.82	\$ 3,613.72	\$ 60,421.15	\$ 61,954.17	\$ 26,847.88	\$ -	\$ 966,099.34
MASONVILLE	\$ 325,875.55	\$ 110,099.66	\$ 56,707.80	\$ 74,479.18	\$ 388,587.02	\$ 496,881.85	\$ 414,492.82	\$ 8,717.30	\$ 145,752.51	\$ 149,450.57	\$ 64,764.50	\$ -	\$ 2,235,808.75
NAHMA	\$ 170,897.28	\$ 57,739.01	\$ 25,534.23	\$ 29,810.31	\$ 203,784.74	\$ 437,131.78	\$ 64,531.83	\$ 4,571.57	\$ 76,436.26	\$ 78,375.61	\$ 33,964.12	\$ -	\$ 1,182,776.74
WELLS	\$ 1,202,212.64	\$ 406,177.14	\$ 235,917,237.64	\$ -	\$ 1,433,566.36	\$ 858,056.33	\$ 1,134,906.70	\$ 32,159.67	\$ 537,706.85	\$ 551,349.62	\$ 238,927.73	\$ -	\$ 2,422,312,300.68
ESCANABA CITY	\$ 1,534,976.23	\$ 518,603.97	\$ -	\$ -	\$ 1,830,366.95	\$ 2,578,560.71	\$ 1,449,040.50	\$ 41,061.23	\$ 686,540.14	\$ 703,959.13	\$ 305,061.16	\$ 183,036.69	\$ 9,831,206.71
GLADSTONE CITY	\$ 531,302.80	\$ 179,504.89	\$ -	\$ -	\$ 633,546.68	\$ 668,949.08	\$ 695,845.43	\$ 14,212.56	\$ 237,632.80	\$ 240,652.71	\$ 105,591.11	\$ 63,354.67	\$ 3,370,592.74
Village of Garden	\$ -	\$ -	\$ 2,813.88	\$ 12,174.79	\$ -	\$ -	\$ 7,728.22	\$ 547.48	\$ 9,153.87	\$ -	\$ -	\$ -	\$ 32,418.25
TOTAL T.V.	\$ 5,569,571.40	\$ 2,051,108.52	\$ 236,386,345.78	\$ 626,990.75	\$ 6,641,379.33	\$ 7,943,991.51	\$ 6,153,159.02	\$ 162,399.53	\$ 2,715,305.73	\$ 2,781,189.49	\$ 1,206,534.43	\$ 301,311.02	\$ 273,638,461.60

COUNTY OF DELTA  
 310 LUDINGTON STREET  
 ESCANABA MICHIGAN 49829

2015 TOTAL MILLAGE RATES BY LEVY

UNIT	TAXABLE VALUE	SUMMER PRE LEVY	SUMMER NON-HOME LEVY	WINTER PRE LEVY	WINTER NON-HOME LEVY	TOTAL PRE LEVY	TOTAL NON-HOME LEVY
BALDWIN	32,302,915	11.0317	11.0317	19.3783	37.3279	30.4100	48.3596
BARK RIVER	38,877,992	11.0317	11.0317	12.1461	29.1835	23.1778	40.2152
BAY DE NOC	28,456,964	11.0317	11.0317	16.5756	34.5756	27.6073	45.6073
BRAMPTON	26,370,725	11.0317	11.0317	15.7982	33.7982	26.8299	44.8299
CORNELL	21,408,453	11.0317	11.0317	14.9434	32.9434	25.9751	33.7562
ENSGN	28,937,500	11.0317	11.0317	16.1734	34.1734	27.2051	45.2051
ESCANABA	109,839,315	11.0317	11.0317	15.2868	33.2868	26.3185	44.3185
FAIRBANKS	20,198,379	11.0317	11.0317	10.4587	28.4587	21.4904	39.4904
FORD RIVER	62,955,971	11.0317	11.0317	12.9163	30.9163	23.9480	41.9480
GARDEN	62,029,709	11.0317	11.0317	12.9777	30.9777	24.0094	42.0094
MAPLE RIDGE	26,847,879	11.0317	11.0317	17.2607	35.2103	28.2924	46.2420
MASONVILLE	64,764,503	11.0317	11.0317	15.8183	33.8183	26.8500	44.8500
NAHMA	33,964,123	11.0317	11.0317	10.9222	28.9222	21.9539	39.9539
WELLS	238,927,727	11.0317	11.0317	13.1301	31.1301	24.1618	42.1618
ESCANABA CITY	305,061,158	30.3781	30.8781	9.8963	27.8963	40.2744	58.7744
GLADSTONE CITY	105,591,113	28.8802	29.3802	11.7363	29.7363	40.6165	59.1165
Village of Garden	4,067,483	17.7342	17.7342	SEE Garden Twp.	See Garden Twp.	17.7342	17.7342
TOTAL T.V.	1,206,534,426						



B7

P.O. Box 606  
2501 14th Avenue South  
Escanaba, MI 49829

906.786.4701 • Fax 906.786.5853  
[www.upcap.org](http://www.upcap.org)

**To:** County Clerks and/or Administrators  
**From:** Jonathan Mead, UPCAP Executive Director  
**Subject:** **UPACC Fall Conference – November 5 & 6, 2015**  
**Date:** **October 2, 2015**

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Enclosed is a registration form for the November 5 & 6, 2015 UPACC Fall Conference. Please complete the registration form and return it with payment by ***Thursday, October 29, 2015***, to U.P Association of County Commissioners, P.O. Box 606, Escanaba, MI 49829.

If you register prior to October 22, you can get the early bird rate of \$55. After October 22, rate goes up to \$70. We have option to register with enclosed form or pay online (*PayPal or Credit Card*) @ [www.upcap.org](http://www.upcap.org) – UPACC page.

If you have any questions, please feel free to contact my Assistant, Tracy Lektzian at the UPCAP office (906) 786-4701 or [lektziant@upcap.org](mailto:lektziant@upcap.org).

JM:til  
Encl.

## Registration Form

**Island Resort & Casino  
Harris, MI  
November 5-6, 2015**

Name \_\_\_\_\_ Name \_\_\_\_\_  
 Name \_\_\_\_\_ Name \_\_\_\_\_  
 Name \_\_\_\_\_ Name \_\_\_\_\_  
 Name \_\_\_\_\_ Name \_\_\_\_\_

			RATES		
DATE	COUNTY	NUMBER ATTENDING	EARLY BIRD	AFTER Oct 22nd	TOTAL DUE
November 5 - 6	_____	_____	\$55.00 each	\$70.00 each	\$ _____

**MAKE CHECKS PAYABLE TO:**

**U.P. Association of County Commissioners  
P.O. Box 606  
Escanaba, MI 49829**



Please include payment with registration. Registration and payment are due no later than **October 29, 2015**. No refunds will be issued after this date. Thank you !



P.O. Box 606  
2501 14th Avenue South  
Escanaba, MI 49829

906.786.4701 • Fax 906.786.5853  
www.upcap.org

**To:** Upper Peninsula County Commissioners  
**From:** Jonathan Mead, UPCAP Executive Director  
**Subject:** UPACC Fall Conference – November 5 & 6, 2015  
**Date:** October 2, 2015

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Preparations are being finalized for the Upper Peninsula Association of County Commissioners' (UPACC) Fall Conference to be located at *Island Resort & Casino, Harris, MI* beginning with registration at 12:45 on Thursday, November 5, 2015 and ending at approximately 12:00 p.m. on Friday, November 6, 2015. **\*\*Please note all times are Eastern Time.**

A group of rooms has been set aside for those individuals who wish to have overnight accommodations at *Island Resort & Casino*. **You must call 1(800) 682-6040 no later than May 27, 2015, to secure room reservations.** To get the conference room rate (\$70.85 single or double occup<sup>7</sup>. *Accommodations include: \$5 promo cash; \$5 bingo coupon; \$5 meal coupon and a \$5 drink coupon.* Check in is 4:00 p.m. – Check out 11:00 a.m.

A registration form has been sent to your clerk and/or administrator. They are required to register individuals from your county prior to October 29, 2015. The Conference **registration fee is \$70.00 – which includes Thursday night dinner and Friday morning breakfast.**

**If you register prior to October 22, 2015, you can get the early bird rate of \$55.00. Again, you are responsible for your motel reservations.**

JM:til  
cc: County Clerks

NAME: Ronald Romps  
 ADDRESS: 4989 Danforth Rd - Esc.  
 TOWNSHIP: Wells

FILE NO: 7-15-PC  
 DATE: 9-1-15  
 FEE: Paid

*68*

**LEGAL DESCRIPTION:** Property located at 4989 Danforth Rd, Escanaba (Danforth Place) and pie shaped parcel across M.3 Lane Being parcels 21-014-064-023-10 and 21-014-064-013-20

**REQUEST:**  
 Amendment XX  
 Conditional Use \_\_\_\_\_  
 Variance \_\_\_\_\_  
 Class A Designation \_\_\_\_\_  
 Other \_\_\_\_\_

**SUMMARY:** Applicant is requesting to have said parcels rezoned from C1 to C3 or potential buyer.

Map of affected area:

Plat Book Page No.: 19

*See attached*

**-LEGEND-**

-  - R-1
-  - R-2
-  - R-3
-  - R-4
-  - LS/F
-  - RR
-  - RP
-  - AP
-  - TP
-  - OS
-  - C-1
-  - C-2
-  - C-3
-  - I
-  - PL

Recommendations:	Approves	Disapproves	Conditions
Township	_____	_____	_____
Health Dept.	_____	_____	_____
Zoning Adm.	_____	_____	_____
Other:	_____	_____	_____

Action Taken:	Approves	Disapp.	Table
Planning Comm.	_____	_____	_____
Hearing: <i>10-12-15</i>	<input checked="" type="checkbox"/>	_____	_____
Board of Comm.	_____	_____	_____
Meeting:	_____	_____	_____
Board of Appeals	_____	_____	_____
Hearing:	_____	_____	_____

DELTA COUNTY

OFFICE OF THE ZONING ADMINISTRATOR  
PETITION FOR A ZONING AMENDMENT TO THE  
DELTA COUNTY ZONING ORDINANCE  
ORDINANCE NO. 76-2

#400<sup>00</sup>  
4131  
-PC  
Tom Anderson  
ok 10-2-15

Date Filed: \_\_\_\_\_

TO: Delta County Planning Commission, Delta

We the Owners, Contract Purchasers, Op  
hereinafter described property do hereby pe  
property described as:

# 014-064-023-10

# 014-064-013-20

Located at: 4989 Danforth Rd. (address of property to be rezoned)

and permit zoning to be changed from C1+R1 to C3 use for  
the purpose of  
Light Mfg.

ALL OWNERS, CONTRACT PURCHASERS, OPTIONEES, AND LESSE

Ronald R. Roms (owner)  
\_\_\_\_\_  
\_\_\_\_\_

Kevin McNeil  
request his name  
removed 9-30-15  
He is totally  
against this -  
Thomas Anderson  
request same =  
against

WE, THE UNDERSIGNED PROPERTY OWNERS OR PURCHASER  
OF THE ABOVE DESCRIBED LAND, DO HEREBY CONSENT TO THE  
PETITION (Optional)

Name	Address	Lot
Ronald R. Roms	5242 Cody Dr. Escanaba, Mi.	(290-1935)
Kevin McNeil	6392 M3 Lane Esc. Mi.	49829
Manoig Leach	6378 M3 Lane Esc. Mi.	49829
Wanda Deneau	6419 Danforth Blvd. Esc. Mi.	49829
Tom Anderson	6414 M2 Danforth Blvd. Esc.	49829
Tom Anderson	4092 Danforth Rd.	49829
Thomas Anderson	6391 M3 LV ESC	8-25-15

CASE #  
21-74-PC  
R-2

500 Hill Sch

20-80-PC  
PL

9

10

77

16

75

74

73

1961-6  
62

1981-6  
R-1

21

22

23

addr. lower  
(WBC)

Portage

Creek

28

27

26 & 41

CASE #  
20-74-PC  
R-2

CASE #  
21-74-PC  
R-2



**DELTA COUNTY PLANNING COMMISSION**

**October 5, 2015**

**6:30 P.M.**

**Unapproved**

**I. Call To Order:** The Delta County Planning Commission Board was called to order by Chairman Benny Herioux at 6:34 p.m.

**II. Pledge of Allegiance**

**III. Roll Call of Board Members:**

<u>PRESENT</u>	<u>ABSENT</u>	<u>OTHERS PRESENT</u>
Benny Herioux - Ch	Dave Moyle	Dan Menacher
Renee Barron		
Pat Connor		
Randy Scott		
Julien Vandecaveye		
John Denholm		

**IV. Correction and/or approval of minutes of previous meeting:**  
Motion to approve was made by Pat Connor; seconded by Julien Vandecaveye.  
Motion carried.

**V. Approval of the Agenda:** Motion to approve was made by John Denholm seconded by Renee Barron Motion carried.

**VI. Public Comments on Agenda Items (Limited to 3 minutes per person):** None

**VII. New Business:** None

**VIII. Opened Public hearing at 6:36 on case 6-15-PC.** Tim Koski spoke, requesting a conditional use permit to allow him to sell 8 acres to an adjacent parcel owner leaving a 17 acre parcel. Public hearing was closed at 6:40.

**IX. A motion was made by Julien Vandecaveye to approve this request for case 6-15-PC it was seconded by Randy Scott. Motion carried 6/0.**

**X. Opened Public hearing at 6:42 on case 7-15-PC.** Dan Menacher stated the application should be corrected, parcel number 21-014-064-013-20 should not be included in this request. Ken Gartland spoke in favor of this request stating it

would promote growth and create jobs in the community. Ron Romps stated that the sale of his building was contingent on this approval. Travis Godfrey, owner of Precision Plus a cutlery knife manufacturer, spoke. He stated that approval of this request would allow him to move his business from the building he is in now, which is too small and allow for expansion. He also stated that the business would be contained in the building except for up to two dumpsters for metal shavings. He has approximately 15 employees. Dan Menacher stated that one phone call was received asking to have their name removed from the consent form. Public hearing closed at 7:05.

**XI.** A motion was made by Pat Connor to approve case 7-15-PC it was seconded by Renee Barron. Motion carried 5/0 with Randy Scott abstaining, stating possible conflict of interest.

**XII.** Unfinished Business – Cont.:

1. Wind Turbine Amendments : Dan stated amendment as submitted to the County Board may be coming back to the Planning Commission. Members agreed they did not want to review amendments again unless the County Board sent them back with specific requests.

**XIII.** Correspondence: None.

**XIV.** General Public Comments: None.

**XV.** Board Member Comments: Pat Connor said that the Market Place may be moved to the former Ford Dealership. Renee Barron said That Gládstone will be getting a Peninsula State Bank branch and that two city council positions will be coming open.

**XVI.** Adjournment: Motion to adjourn was made by Julien Vandecaveye seconded by John Denholm. Motion carried. Adjourned at 7:30 p.m.