

TENTATIVE AGENDA

DELTA COUNTY BOARD OF COMMISSIONERS

November 3, 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: 10-20-15
 - 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)
 - PUBLIC HEARING ON THE PROPOSED AMENDMENTS TO THE ZONING ORDINANCE (TEXT CHANGES TO WIND TURBINE WORDING**
 - PUBLIC HEARING ON THE ESTABLISHMENT OF A PACE PROGRAM AND DISTRICT**
- X. **COMMITTEE REPORTS**
 - 1. Administrator' Report
 - 2. Jail Committee Minutes of 10-29-15
 - 3. Personnel Committee Minutes of 11-2-15
- XI. GENERAL ORDERS OF BUSINESS
 - A. UNFINISHED BUSINESS
 - 1. **Jail**
 - a. **Jail Planner RFP**
 - 2. **Wind Turbines**

B. NEW BUSINESS

1. **Payment of Bills**
2. **Building and Zoning Vehicle**
3. **Property Assessed Clean Energy (PACE)**

XII. GENERAL PUBLIC COMMENT

XIII. COMMISSIONER'S COMMENTS

XIV. MEETING SCHEDULE

- A. Board of Commissioners Meeting on 11-17-15 at 5:15 p.m. in the Service Center Boardroom.
- B. Building and Grounds Meeting on 11-23-15 at 1:00 p.m. in Courthouse room 222.
- C. Board of Commissioners Meeting on 12-1-15 at 5:15 p.m. in the Service Center Boardroom.
- D. Board of Commissioners Meeting on 12-15-15 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 regular meeting of the Delta County Board of Commissioners is scheduled for
Tuesday, November 3, 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 20, 2015**

Escanaba, Michigan

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

October 15, 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 20, 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 Rivard and seconded by Commissioner Moyle to approve the minutes of the October 13, 2015 meeting. MOTION CARRIED.

VI. APPROVAL OF AGENDA

Moved by Commissioner Moyle and seconded by Commissioner Malnar 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. PUBLIC COMMENT ON AGENDA ITEMS

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

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

Sue Rochefort, Garden Township, addressed the Board with her concerns regarding the Garden Wind Turbines.

Jill Meloni, Garden Township, addressed the Board with her concerns regarding the Garden Wind Turbines.

Jason Fues, Garden Township, addressed the Board with his 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.

Lori Gembel, Fayette, addressed the Board with her concerns regarding the Garden Wind Turbines.

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

X. COMMITTEE REPORTS:

1. Administrator's Report.

Updates: Preliminary expectations for FY15 ended with more than a \$200,000 surplus.

Supervisor training on Wednesday October 28 at 1:00 p.m.

Have had two negotiations with Teamsters. District Court negotiations begin on October 29th. Road Patrol negotiations will be starting soon also.

Dark Store forum October 27 at 7:00 p.m. at Bay College.

Phil Strom, Prosecuting Attorney - update on early Parole releases, many being released in Escanaba. 11 prisons, farms have been closed since 2005. Opportunist landlords in the Escanaba area with minimally maintained properties have contracted with the Department of Corrections to house these parolees. Resolution language for the City of Escanaba and for the Board of Commissioners.

Moved by Commissioner Rivard and seconded by Commissioner Moyle to adopt the Resolution Opposing HB 4138 as presented by Prosecutor Strom, to be sent to the Governor, Senate, House and the other U.P. counties. MOTION CARRIED.

2. Building and Grounds minutes of 10-14-15.

Moved by Commissioner Rivard and seconded by Commissioner Moyle to receive the Building and Grounds minutes of 10-14-15 and place on file. MOTION CARRIED.

Proposed

X. GENERAL ORDERS OF BUSINESS

A. UNFINISHED BUSINESS

1. Jail.

Tabled.

2. Wind Turbine.

Moved by Commissioner Rivard and seconded by Commissioner Harrington to change the amendment to the Zoning Ordinance, 76-2 regarding wind turbine setbacks from State and Federal Land to 1.5 times the height of the turbine.

ROLL CALL	MALNAR	YES
	JOHNSON	YES
	MOYLE	YES
	RIVARD	YES
	HARRINGTON	YES

MOTION CARRIED.

Moved by Commissioner Rivard and seconded by Commissioner Malnar to change the amendment to the Zoning Ordinance, 76-2 regarding wind turbine setbacks from State Parks to 1.5 times the height of the turbine.

ROLL CALL	MALNAR	YES
	JOHNSON	YES
	MOYLE	YES
	RIVARD	YES
	HARRINGTON	YES

MOTION CARRIED.

Moved by Commissioner Malnar and seconded by Commissioner Harrington to change the amendment to the Zoning Ordinance, 76-2 regarding wind turbine setbacks from Commercial and Industrial properties and Roadways and Rightaways to 1.5 times the height of the turbine.

ROLL CALL	MALNAR	YES
	JOHNSON	NO
	MOYLE	YES
	RIVARD	YES
	HARRINGTON	YES

MOTION CARRIED.

Moved by Commissioner Johnson and seconded by Commissioner Harrington to change the amendment to the Zoning

Proposed

Ordinance, 76-2 regarding wind turbine setbacks from Participating Property dwellings from 1000 feet to 1.1 times the height of the turbine.

ROLL CALL	MALNAR	NO
	JOHNSON	YES
	MOYLE	NO
	RIVARD	NO
	HARRINGTON	NO

MOTION FAILED.

Moved by Commissioner Harrington and seconded by Commissioner Moyle to set the amendment to the Zoning Ordinance, 76-2 regarding wind turbine Participating Property dwellings setbacks to 1000 feet or 1.1 times the height of the turbine, whichever is greater.

ROLL CALL	MALNAR	YES
	JOHNSON	YES
	MOYLE	YES
	RIVARD	YES
	HARRINGTON	YES

MOTION CARRIED.

Moved by Commissioner Rivard and seconded by Commissioner Harrington to change the amendment to the Zoning Ordinance, 76-2 regarding wind turbine Residential setbacks to 1,640 feet from the property line for adjacent non-participating property.

ROLL CALL	MALNAR	YES
	JOHNSON	NO
	MOYLE	YES
	RIVARD	YES
	HARRINGTON	NO

MOTION CARRIED.

Moved by Commissioner Rivard and seconded by Commissioner Malnar to change the amendment to the Zoning Ordinance, 76-2 regarding wind turbines, to require a Performance Bond as part of the decommissioning of the turbines.

ROLL CALL	MALNAR	YES
	JOHNSON	YES
	MOYLE	YES
	RIVARD	YES
	HARRINGTON	YES

MOTION CARRIED.

Proposed

Moved by Commissioner Harrington and seconded by Commissioner Moyle to send the amendment of the Zoning Ordinance, 76-2 regarding wind turbines, back to the Planning Commission with the changes the Board has made.

ROLL CALL	MALNAR	YES
	JOHNSON	YES
	MOYLE	YES
	RIVARD	YES
	HARRINGTON	YES

MOTION CARRIED.

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 \$170,605.19 and Commissioners expenses of \$1,222.98. MOTION CARRIED.

2. Discussion with Judge Parks.

Tabled.

3. Veterans Service Agreement.

Moved by Commissioner Rivard and seconded by Commissioner Johnson to approve the Veterans Service Partnership Agreement with UPWARD Talent Council, as presented. MOTION CARRIED.

4. Airport Operation Specialist Position.

Moved by Commissioner Johnson and seconded by Commissioner Rivard to authorize to fill the vacant position. MOTION CARRIED.

5. Appointment to DATA Board (2 openings).

Tabled.

6. Appointment to Soldiers & Sailors Relief Commission.

Moved by Commissioner Rivard and seconded by Commissioner Malnar to ratify the re-appointment of William LaMarch to the Soldiers and Sailors Relief Commission. MOTION CARRIED.

Proposed

7. Appointment to Building Authority (5 openings).

Moved by Commissioner Rivard and seconded by Commissioner Malnar to reappoint Dennis Wiltzius, Tom Pairolero, John Winneroski, William Charon and Tom Trudgeon to the Building Authority Board. MOTION CARRIED.

8. Appointment to Board of Canvassers (2 openings).

Moved by Commissioner Rivard and seconded by Commissioner Malnar to reappoint Margaret Carignan and Sharyn Caszatt to the Board of Election Canvassers. MOTION CARRIED.

9. Appointment to Airport Board (2 openings).

Moved by Commissioner Moyle and seconded by Commissioner Malnar to reappoint Vicki Schwab and Will Carne, Jr. to the Airport Board. MOTION CARRIED.

10. Appointment to Construction and Zoning Board of Appeals (3 openings).

Moved by Commissioner Moyle and seconded by Commissioner Malnar to reappoint Harold Schermer, Mike Parrett and Russell Nelson to the Construction and Zoning Board of Appeals. MOTION CARRIED.

11. Appointment to Planning Commission (2 openings).

Tabled.

12. Community Corrections Work Release Contract.

Moved by Commissioner Rivard and seconded by Commissioner Moyle to approve the Community Corrections Work Release Contract with UPCAP, as presented. MOTION CARRIED.

XII. PUBLIC COMMENT

Tyler Lucas, Garden Township, addressed the Board with his disappointment regarding the Wind Turbine Ordinance.

James Dalgord, Fairbanks Township, addressed the Board with his disappointment regarding the Wind Turbine Ordinance.

Dave Gembel, Fayette, addressed the Board with his disappointment regarding the Wind Turbine Ordinance.

Benny Herioux, Chairman Planning Commission, addressed the Board with his concerns regarding the Wind Turbine Ordinance.

Laura Lucas, Garden, addressed the Board with her disappointment regarding the Wind Turbine Ordinance.

Proposed

Lori Gembel, Fayette, addressed the Board with her disappointment regarding the Wind Turbine Ordinance.

Sue Rochefort, Garden Township, addressed the Board with her concerns regarding the Wind Turbine Ordinance.

Rory Mattson, Delta County Conservation District, addressed the Board with his concerns regarding the Wind Turbine Ordinance.

Scott Lucas, Garden Township, addressed the Board with his disappointment regarding the Wind Turbine Ordinance.

XIII. COMMISSIONERS CONCERNS

Commissioner Johnson: It's a process.

Commissioner Malnar: None.

Commissioner Moyle: Has listened to everyone, can call him at 906-235-8427.

Commissioner Rivard: None.

Commissioner Harrington: It's been a difficult process.

XIV. MEETING SCHEDULE

November 3 rd	5:15 p.m.	Board meeting.
November 17 th	5:15 p.m.	Board meeting.
December 1 st	5:15 p.m.	Board meeting.
December 15 th	5:15 p.m.	Board meeting.

XV. NOTICES

30 day Notice of Appointments.

XVI. ADJOURNMENT

Moved by Commissioner Johnson and seconded by Commissioner Moyle to adjourn at 8:29 p.m.

Respectfully Submitted,

Nancy J. Kolich, County Clerk

Mary K. Harrington, Chair

Att: Tracy

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COUNTY OF DELTA PUBLIC HEARING

A public hearing for the purpose of discussion of the proposed amendments to the Delta County Zoning Ordinance, Ordinance 76-2 to make possible text changes to wind turbine (anemometer towers) wording will be held for all interested citizens in Delta County on Tuesday, November 3, 2015 at 5:15 p.m.

The hearing will be held in the Service Center Boardroom, 2920 College Ave, Escanaba. All interested citizens will have the opportunity to give written and oral comments. The proposed revisions will be available for public viewing in Room 222 at 310 Ludington St.

This notice is provided by County of Delta,
310 Ludington Street, Escanaba, MI 49829.
(906) 789-5100

Att: Tracy

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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 at 5:15 p.m. on November 3, 2015, in the Boardroom of the Service Center, 2920 College Ave, 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 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

Jail Committee Minutes
October 29, 2015

Members Present: Chairperson Mary Harrington
Commissioner John Malnar
Administrator Ryan Bergman
Prosecutor Phil Strom
Sheriff Ed Oswald

ATTENDEES: None

The meeting began at 12:05 p.m.

V. New Business

1. **Discussion of Jail Planner RFP**

The Committee went over a draft RFP for a Jail Planner. The document was reviewed and changed line by line at the suggestions of Committee members. A final draft document was recommended to be presented to the full Board of Commissioners.

The meeting adjourned at 1:20 p.m

PERSONNEL COMMITTEE MEETING

November 2, 2015

MEMBERS PRESENT: Commissioner Mary Harrington
Commissioner John Malnar
Administrator Ryan Bergman

ATTENDEES: Sue Cameron, AFSCME Local #2755 Union Rep; Nancy Kolich, County Clerk; Jason Thibeault, Corrections Lieutenant; Sandra Caron, Deputy Treasurer/Equalization Assistant; Lee Anne Strand, Equalization Clerk; Rob Buchler, Chief Deputy Clerk; Cory Schroeder, Assistant Equalization Director; Ann Roman, Veteran Affairs Officer.

The meeting began at 1:03 p.m.

V. NEW BUSINESS:

1. Special Conference- Reclassification Requests

AFSCME Local #2755 presented cases for reclassification for two Courthouse Chapter employees. Based on the Administrator's recommendation, the Personnel Committee did not recommend changing their original decision to reject the reclassification requests.

2. Veteran Affairs Position

The Administrator presented a draft job description for the new full-time Veteran Affairs position, partnered with the UPward Talent Council. The committee recommends minor revisions to the job description, and recommends to the full board. The recommended job description is attached. The Personnel Committee recommends an interview committee of the Administrator, UP Veteran Affairs Counselor, and one or more U.P Veteran Affairs Officers. The Personnel Committee also recommends authorizing the Administrator to pay reasonable expenses to the U.P. Veteran Affairs Counselors for participation, if necessary.

3. Retirement Of Director of Maintenance

The retirement letter of the Maintenance Director, Steve Carlson was presented. The Committee recommends accepting Mr. Carlson's retirement and recognizing his service.

4. Union Maintenance Position

The Committee discussed a replacement Chief Maintenance Position to be hired following the retirement of Mr. Carlson. Cory Schroeder

discussed potential qualifications he may request. He will work on the job description. No actions were taken.

The meeting adjourned at 2:55 p.m.

DELTA COUNTY

VETERANS AFFAIRS SERVICE OFFICER

General Summary

Under the general direction of the County Administrator, researches, interprets and monitors federal, state and/or local laws and regulations to ensure accurate benefits and services which veterans may be entitled to receive. Advises and provides assistance to veterans and/or their dependents on the services and benefits available to them and refers them to the proper outside agencies when applicable. Acts as authorized agent for the Soldiers Relief assistance and an assistant authorized agent for the Michigan Veterans Trust Fund program. Represents the Veterans Affairs Office at veteran service organization meetings, civic groups and other governmental entities to explain departmental operations and services and to respond to inquiries and concerns.

Essential Functions

1. Responsible for financial management of the office, including County burial assistance funds, Soldiers Relief, and Veterans programs. Drafts and administers the budget, authorizes invoice transmittals, and monitors all related financial activity. Oversees and participates with preparation of grant applications.
2. Attends scheduled Delta County Veterans Affairs Committee meetings to present monthly reports for services provided to area veterans and any other issues regarding the Delta County Veterans Affairs office and/or area veterans.
3. Responsible for administrative functions of the office, including the development of policies and procedures, overseeing data processing activities, and related functions.
4. Researches, interprets and monitors federal, state and/or local laws and regulations to ensure accurate benefits and services are available to veterans. Utilizes on-line veteran support services.
5. Represents the Veterans Affairs Office at veterans service organization service meetings, private groups, and/or citizens interested in veterans and their needs.
6. Advises veterans and/or their dependents on the services and benefits available to them and refers them to the proper outside agencies when applicable. Ensures Privacy Act laws are adhered to with regard to client files and confidential information.
7. Interviews, counsels, and provides assistance to veterans/dependents in completing their applications for pensions, compensation, education, dental and medical care, burial allowances, insurance benefits, financial relief applications and any other available veteran's benefits.
8. Conducts township and city hall visits to assist veterans and/or their dependents that cannot come to the office to file for veterans benefits.
9. Investigates and examines claim decisions made by the agency of primary responsibility and reviews findings and decision for grounds for appeal.
10. Maintains current lists of supportive and community services available for claimants.
11. Acts as authorized agent for the Soldiers Relief assistance and an assistant authorized agent for the Michigan Veterans Trust Fund programs.

DELTA COUNTY

12. Responsible for maintaining accurate records and reports and advising the County Board of Commissioners and County Administrator on issues, priorities, and needs.
13. Facilitates and coordinates the DAV transportation program for Veterans to and from VA authorized medical facilities.
14. Engage in outreach events/opportunities with the purpose of encouraging County residents to take advantage of services offered.
15. Maintain close collaboration with other Departments within the County that are susceptible to encountering Veterans who are in need of services.
16. May supervise clerical support staff and functions. Assists in the hiring of staff, overseeing training, scheduling, assigning work, reviewing performance, and dealing with employee issues.
17. Serves on various employment and workforce development boards and committees at the discretion of the UPward Talent Alliance.

Other Functions

18. None listed.

This list may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted or modified at any time.

Employment Qualifications

Education: Associate degree or equivalent college level coursework in a human services area, or significant military experience ending with an honorable discharge, or experience as a Veteran Counselor. Must become a Certified Veterans Counselor within 12 months of hire.

Experience: One year of experience working with volunteers, or administration of public service or business programs. One year of experience working with word processing and spreadsheet programs.

Other Requirements: Valid Michigan Driver's License.

The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.

Physical Requirements [This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements].

Ability to travel throughout the County and visit townships and city halls.

Ability to travel to state and national meetings.

Ability to access office files.

Ability to enter and retrieve data from a computer.

Ability to make public presentations.

Lifting and carrying files, display boards and informational materials weighing up to 10 pounds.

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Working Conditions:

Works in office conditions but regularly travels to other locations to visit townships and city halls, make presentations, and represent the department.

A1

DELTA COUNTY BOARD OF COMMISSIONERS

310 Ludington Street
Escanaba, Mi 49829

1 General Information

1.1 Purpose

Delta County is soliciting competitive sealed proposals for services to conduct a needs assessment and preliminary planning for a new Delta County Jail and Sheriff's Department facility. In regards to the Delta County Jail and Sheriff's Department, the needs assessment shall be specific to the current condition of the Delta County Service Center and its viability for future use as a Sheriff Department and jail. The needs assessment must understand and incorporate the department's role in the criminal justice system as it pertains to the future bed space needs for the incarceration of persons that fall under the jurisdiction of Delta County.

In regards to the Delta County Jail and Sheriff's Department, the needs assessment shall assess the current space needs of the department, inmate transportation and security issues.

1.2 Background

The Delta County Jail is located on Lake Michigan with an address of 111 N. 3rd Street, Escanaba, Michigan with only a parking lot separating the Sheriff's Office and Courthouse. The Delta County Jail was built in 1963 and occupied in 1964, this portion of the jail has not been updated and has had continued use 24 hours a day for the past 52 years. The jail design is a linear design utilizing Foldgers Brass keys and is very labor intensive. In the late 90's the jail started to become overcrowded and in the spring of 1999, plans were completed for the addition of a 41-bed modular minimum security addition to the Delta County Jail. The cost of this addition was \$868,000 with \$160,000 being funded by the State Department of Corrections. This addition, completed in September of 1999, helped alleviate the constant overcrowding of the present correctional facility.

The capacity is currently 85 with frequent overcrowding issues which hinder the staff's ability to effectively operate.

The facility design is typical of others built in the 1950's and 60's, with a "linear design" that consists of several multiple-occupancy cells off of a main central corridor. The layout of the secure areas of the jail makes it impossible for jail officers to directly supervise inmates in their cells, forcing all supervision to be "intermittent," with officers moving around catwalks and viewing inmates through the bars, or viewing inmates through the small window in the doors off the main corridor. The makeshift officer

station/post is not located in an area that allows the guards to effectively monitor the inmates. The 52-year-old jail provides no space for inmate programs and services. It was designed in an era that focused on containing inmates rather than providing the range of programs and services consistent with current standards, case law and professional practice. Since the jail was opened in 1964, many characteristics of the inmate population have changed. The 1999 addition was built as short term housing for work release inmates. This section is now housing felons.

1.2a Objectives:

The Delta County Board of Commissioners wishes to retain the services of a consultant to assess the long term (twenty-five year) needs of the Delta County Jail and Sheriff's Office. The study must examine the cause/effect relationship among county and state criminal justice agencies, as well as Federal Jail Standards, Michigan Jail Standards and ACA Core Jail Standards. These standards affect the jail's current and future needs both with regard to inmate growth, and with the state of corrections within the County. The study must also include a pre-architectural program that includes the proposed new Sheriff's Office and examines the operation and staffing levels of the new jail as well as a courthouse inmate holding area.

The vendor should be able to be flexible working with all partners that have a stake in the proposed Sheriff's Office and Jail.

If selected, the vendor will draft a RFP for architecture and construction that is approved by the Sheriff and Delta County Board of Commissions.

The vendor will be required to work closely with the Board of Commissioners, Sheriff, and jail committee members through the passage of a millage for the Sheriff's Office project.

1.3 Vendor Experience and Qualifications

The vendor must provide information specific to those personnel assigned to the project as well as their qualifications. This shall include, but not be limited to, the resumes, names and phone numbers of assigned personnel, as well as descriptions of similar work. Vendor shall describe work and knowledge of Federal Jail Standards and ACA.

Vendors must have a minimum of 5 years experience providing similar services for similar sized institutions and shall include in their proposal their specific experiences in providing such services. A list of at least 5 references must accompany all proposals. Delta County reserves the right to disqualify participating vendors based on experience and/or references. Vendors must be prepared to present the County with suitable evidence of their financial standing upon request.

1.4 Insurance

Vendors must provide a sample certificate of liability insurance.

1.5 Tax ID

A valid Federal Tax ID number must be submitted within the proposal or within 5 business days of the County's request.

1.6 Pre-Proposal Meeting

Vendors are encouraged, but not required, to attend a tour of the Delta County Sheriff's Office and Delta County Service Center on **November 23rd, 2015 at 9AM, starting at the Delta County Sheriff's Office, 111 N. 3rd Street, Escanaba, MI.**

1.7 Schedule of Events

Proposals must be received, in a sealed envelope identifying the contents as well as response to this RFP, in the Commissioners' Office, Delta County Courthouse, 310 Ludington St, Escanaba MI 49829, no later than December 7th, 2015 at 11AM. Proposals will be opened at the Service Center at 1:00pm on December 7th. Proposals submitted after 11am on December 7, 2015 will not be open or eligible for consideration.

All proposals must include the trade name and business address of the company, including all partners. The proposal must be signed by the President or Vice-President or by an officer or agent duly authorized to bind the corporation to a contract, (proof of whose corporate authority shall be attached), attested by the Secretary, Assistant Secretary, or Treasurer of the Corporation.

1.7 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline (**11am on December 7, 2015**) set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the County's request.

1.8 Required Review

Defects: Vendors shall carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and questionable material must be made in writing and received by Ryan Bergman, Delta County Board of Commissioners, 310 Ludington Street, Escanaba, MI 49829. Telephone conversations are not considered official and must be confirmed in writing by the interested party.

If an addendum is issued, it will be provided to all parties who were provided a copy of the RFP.

1.9 Disclosure of Proposal Contents

All proposals and other material submitted become the property of Delta County and may be returned only at the County's option. Information contained in the proposals will be disclosed and discussed during the evaluation process. Under Michigan's "Right to Know"

laws, public records are required to be open to reasonable inspection. All proposal information including detailed price and cost information will be held in confidence prior to the public opening of bids..

Trade secrets and other proprietary data contained in proposals may be held confidential if the vendor requests in writing that the County does so, and the information is eligible for exclusion under Michigan's Freedom of Information Act. Material considered confidential by the vendor must be clearly identified and the vendor must include a brief statement that sets out the reason for confidentiality.

1.10 Subcontractors

Subcontractors may be used to perform portions of the work under this contract. If a vendor intends to use subcontractors the vendor must identify, in their proposal, the names of the subcontractors and the portion of the work the subcontractors will perform. Vendors must provide the following information concerning each prospective subcontractor within five business days from the date of the County's request:

- a) Complete name of the subcontractor,
- b) Complete address of the subcontractor,
- c) Type of work the subcontractor will be providing,
- d) Percentage of work subcontractor will be providing,
- e) Evidence that the subcontractor holds a valid business license and is authorized to work in Michigan,
- f) A written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor has agreed to render the services required by the contract.

A vendor's failure to provide this information within the required time frame may cause the County to consider the proposal non-responsive and reject the proposal. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior written approval of the County. Such approval shall not be unreasonably withheld.

Note: Background criminal history checks may be completed on all personnel entering any jail or Courthouse facility. Social Security numbers of all personnel must be provided upon request. The County reserves the right to refuse admittance to any contractor or subcontractor.

1.11 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., themselves, spouse, or child employed by Delta County) and if so, the nature of the conflict. The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculations as to the objectivity of the project to be performed by the vendor. The County's determination regarding any

question of conflict of interest shall be final.

The County may exclude a perspective vendor from submitting a proposal, or may reject a perspective vendor's proposal, after making a written determination that prospective vendor received payment for assistance in drafting the RFP or gained substantial information regarding the RFP that was not available to the public.

2 PREPARING AND SUBMITTING A PROPOSAL

2.1 Submission of Proposal

Vendors must submit (1) original and (5) copies of their proposal for the services detailed on this document, in a sealed envelope marked "Delta County Jail Assessment RFP". Proposals must be submitted to the Commissioners' Office, 310 Ludington Street, Escanaba, MI 49829. Oral proposals and proposals received by facsimile or other electronic means will not be accepted.

2.2 Understanding the Project

Vendors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the methodology that will serve to accomplish the work within the prescribed timeline.

2.3 Discussions with Vendors

The County may elect to conduct discussions with responsible vendors who submit proposals determined to be eligible for award. The purpose of these discussions will be to clarify and assure vendor's full understanding of, and responsiveness to, the solicitation requirements. Vendors reasonably eligible for award shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions may be permitted after submissions and before award of the contract for the purpose of obtaining the best and final offers. In conducting these discussions, the County may not disclose information derived from proposals submitted by competing vendors.

2.4 Scope of Work Deliverables

Needs Assessment Study:

- An overview of all criminal justice agencies and practices
- Collect and analyze data describing the characteristics of the inmate population*
- Analysis of defendant processing through the system
- Profile the current jail inmates
- Examine the trend in female incarceration
- Examine trends in the criminal justice system

- Examine alternatives to incarceration (current effectiveness and recommendations for expansion or implementation of new programs)
- Evaluate the impact of changes in the present system
- Conduct jail population forecasts for twenty-five years, in five year increments
- Develop a jail population management plan and classification within a new facility
- Examine the possibility of regionalization in the future on site location
- Examine trends in inmate transports by the Sheriff's Department

Evaluate criminal offender movement and security within the Sheriff's Department and to and from Courts from the new site. The Jail capacity and a bed needs projection taking into account the entire criminal justice system, current trends, demographics, peaking demands, classification requirements and alternatives to incarceration must be addressed. This analysis shall include a minimum of (5) years of past data and forecast for twenty years, in five year increments.

**The U.P. Regional Jail Study includes information and statistics on the inmate population of the Delta County Jail. This material can be accessed at http://www.upcap.org/includes/downloads/ndix_o_schoolcraft_county1.pdf.)*

The vendor must provide a plan of what data will be utilized as well as how it will be collected. A copy of all raw data shall be provided to the County for use at its discretion.

Pre-Architectural Program:

- Evaluate the operational impact
 - Working with Delta County officials and stakeholders, develop an operational philosophy and mission statement of the new facility
 - Identify the types of beds needed based on the needs assessment study
 - Develop a classification plan for the proposed jail
 - Develop operational scenarios for each function of the jail (includes identifying the users, the activities, behaviors, equipment and furnishings, design criteria, and policy decisions), Sheriff's Department included
 - Develop the space needs (square footage) for each area Sheriff's Department included
 - Develop the adjacency for each area (space relationship) Develop the projected cost per square foot for each area, Sheriff's Department included
 - Create an initial staffing plan
 - Evaluate construction costs for two options:
 - 1) Renovate existing county building at Service Center location to meet Michigan Standards and ACA Core Jail Standards;
 - 2) Build all new facility and Sheriff's Department..
 - Develop a preliminary operational cost estimate based on preliminary needs and publically available examples of recent U.S jail construction
 - Develop a refined construction and project cost estimate based on final recommendation, based on needs assessment.
 - Integrate "Green" building concepts into all three costs so that each facility will be as energy efficient as possible.
 - Develop public education materials
 - Assist the county to develop a public education plan
-
- Assist the county with pre-millage promotion

The provision of services shall be evaluated to include, but not limited to, food service, medical services, booking/classification, other inmate programs, parking, storage, training, records management and facility security.

Recommendations shall address the needs of Delta County for the short term (one to five years) and the long term (five to twenty years). The recommendations shall be based on all information collected. Projections shall be made for operations and staff needs as well as inmate projections to follow the same model of short term and long term needs. In addition, site locations shall be assessed and recommended for any construction, taking into account the properties owned by the County.

The final report, which shall discuss all of the above, shall be submitted to the County within 60 days after the contract award. The successful vendor will be required to submit six copies of the final report and one electronic version of the final report upon completion of the work.

2.5 Response Format and Content

The RFP sections that should be submitted and clearly delineated are:

- Cover Page
- Table of Contents
- Introduction, Background Statement
- Complete vendor information and a specific point of contact if questions should arise
- Response to General Requirements
- Detailed work plan describing tasks to be implemented, staging and specific staff to be assigned
- Project calendar showing the timing for all tasks
- Staff assignment plan, describing the responsibilities of each person to be involved with the project and the planned number of hours of work to be delivered by each
- Organizational Chart and Qualifications
- Staff Qualifications
- References
- A statement acknowledging that the vendor shall comply with all conditions as outlined. An officer of the company empowered to bind the company must sign the proposal
- Federal ID #

Failure to include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

2.6 Preparation Costs

The County is not responsible and will not pay for any costs associated with the preparation, submittal, or presentation of any proposal.

2.7 Exception/Alternate Proposals

To be considered, vendors must follow the instruction outline in this document. Any exceptions to the terms, conditions, or other requirements in any part of the RFP must be clearly stated in the proposal; otherwise the county will consider that all proposals offered are in strict compliance with this request. The successful vendor will be responsible for compliance. The County recognizes that participating vendors may have cost-saving ideas that would require them to stray from the specifications in this document. Alternative proposals may be submitted for consideration only if the same vendor also provides based on the specifications outlined in the document. Such alternative proposals shall be clearly marked with the words "Alternative Proposal" on each page of the proposal document.

If this project leads to need for further planning and design services, the successful vendor is not prevented from submitting competitive proposals for future work. Selection of a vendor for this project does not obligate the county to retain the vendor for subsequent stages of the jail project.

3 STANDARD CONTRACT INFORMATION

3.1 Contract Term

The contract shall be effective from the date a contract is signed by the Delta County Board of Commissioners until the date of the millage, provided all contract services have been adequately completed.

3.2 Tax Exemptions

The County is exempt from federal excise and transportation taxes. The County's registration number with the IRS is 38-6004248. No exemption certificates are required and none will be issued.

3.3 Additional Terms and Conditions

The County reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

3.4 Insurance

The successful vendor, at its expense, shall carry and maintain, in full force at all times during the contract term, General Liability insurance covering bodily injury and property damage with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; Professional Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; Workers Compensation insurance in statutory limits; and Employers' Liability insurance with limits of not less than \$100,000 each accident, \$500,000 decrease-policy limit, and \$100,000 decrease-each employee. Prior to commencement of performance under the contract, the successful vendor shall furnish the County, a certificate of insurance evidencing all required coverage in at least the limits required herein, name Delta County, its elected officials, appointed agents and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the County. Such certificate shall be issued to Delta County, 310 Ludington Street, Escanaba, MI 49829. Such companies shall also be acceptable to the County.

4 PROPOSAL EVALUATION, SELECTION AND AWARD PROCESS

4.1 Proposal Evaluation

All proposals will be reviewed to determine if they are responsive. The Jail Committee will use the criteria set forth below will then evaluate responsive proposals. The Jail Committee will forward their evaluation and recommendation to the County Board of Commissioners and the Board of Commissioners is free to utilize or not utilize the evaluation and recommendations of the Jail Committee.

30% Vendor Familiarity with the Project

35% Experience and Qualifications
35% Contractual Conditions\Cost of Services

The Cost of Services should be a “Lump Sum, Not to Exceed Amount.”

4.1.1 Vendor’s Understanding of Project/Goodness of Fit

Proposals will be evaluated against the questions set forth below:

- a) Has the vendor demonstrated a thorough understanding of the purpose and scope of the project?
- b) How well has the vendor identified pertinent issues and potential problems related to the project?
- c) Has the vendor demonstrated that they understand the deliverables the County expects it to provide?
- d) Has the vendor fully responded to all the questions set forth herein?
- e) Has the vendor demonstrated that they understand the County’s time schedule and can meet it?
- f) Does the proposal depict a logical approach to fulfilling the requirements of the RFP?

4.1.2 Experience and Qualifications

Proposals will be evaluated against the questions set forth below:

Questions regarding personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in work this project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the vendor:

- a) Has the vendor demonstrated experience in completing similar projects?
- b) How successful is the general history of the vendor regarding timely and successful completion of projects?
- c) Has the vendor provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract how well do they measure up to the evaluation used for the vendor?

4.1.3 Contractual Conditions

Proposals will be evaluated against the questions set forth below:

- a) Has the vendor provided a sample certificate of insurance evidencing the required types and levels of insurance coverage?
- b) If the vendor has requested any modifications to the General Conditions, are they reasonable and acceptable to the County?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

d) Cost of services

4.2 Interviews

Successful vendors may be required to participate in an interview process with the County.

4.3 Rejection of Proposals

The County reserves the right to reject any and all proposals, to waive any informality and to accept or reject parts of any proposal if, in its judgment, the best interests of the County are thereby served. Although cost is a consideration, the county will select the proposed that is most responsive to its needs and is not obligated to select the lowest cost proposal. The county reserves the right to negotiate with one or more vendor to adapt a proposal to better meet the needs of the county.

4.4 Award of Contract

The County may award a contract under competitive sealed proposals to the responsible and responsive vendor whose proposal determined in writing to be the most advantageous to the County, taking into consideration price and the criteria factors set forth herein.

Vendors shall complete and sign all procedural documents (failure to do so may be cause for rejection):

- Non-Collusion Affidavit
- Affirmative Action
- Signature page including "Conflict of Interest Statement"
- Any other documents that may be required in specifications

4.5 Dates & Deadlines

Date Request for Proposal Issued by County	
Date of Site Inspection	November 23, 2015, 9am
Proposals Due	December 7, 2015, 11 am
Projected Date of Selection	December 15, 2015
Projected Start Date	January 4, 2016

Ordinance No. _____

A2

An Ordinance to amend the Delta County Zoning Ordinance 76-2, Delta County.

The County of Delta Ordains:

Section 701-5 of the Delta County Zoning Ordinance shall be amended to read as follows:

Section 701-5 UTILITY GRID WIND ENERGY SYSTEM, ON-SITE WIND ENERGY SYSTEM OVER 100 FEET HIGH AND ANEMOMETER TOWERS OVER 100 FEET HIGH as follows:

An utility grid wind energy system, on-site wind energy system over 100 feet high and anemometer towers over 100 feet high shall meet the following standards in addition to the general conditional use standards:

A) Property Setback:

1. Anemometer tower over 100 feet setback shall be the greater distance of the following:
 - a. A distance equal to 1.1 times the height of the tower including the top of the blade in its vertical position from the road right-of-way;
 - b. A distance equal to 1.1 times the height of the tower including the top of the blade in its vertical position from the lease unit boundary.
2. Utility grid and on-site wind energy systems over 100 feet setback shall be the greater distance of the following:
 - a. A distance equal to 1.5 times the height of the tower including the top of the blade in its vertical position measured from the center of the Utility Grid or on-site wind energy system to a roadway, road right-of-way, State land, Federal land, State Parks, Commercial and Industrial properties.
 - b. A distance equal to 1640' from the center of the utility Grid or on-site wind energy system to a lease unit boundary.
 - c. A distance equal to 1,000' or 1.1 times the height of the tower including the top of the blade in its vertical position measured from the center of the utility Grid or on-site wind energy system to dwellings in legal existence at the time a conditional use permit application is submitted on participating parcels or 1,320' measured from the center of the utility Grid or on-site wind energy system to a dwellings in legal existence at the time a conditional use permit application is submitted on non-participating parcels.
3. An Operating and Maintenance Office building, a substation, or ancillary equipment shall comply with any property setback requirements of the respective zoning district.

B) Sound Pressure Level:

The sound pressure level shall not exceed either 55 dB(A) measured at the property lines or the lease unit boundary, whichever is farther from the source of the noise, or 45dB(A) measured at an existing dwelling, whichever measurement is less. This sound pressure level shall not be exceeded for more than three minutes in any hour of the day. If the ambient sound pressure exceeds 55 dB (A), the standard shall be ambient dB (A) plus 5 dB (A).

C) Safety:

Shall be designed to prevent unauthorized access to electrical and mechanical components and shall have access doors that are kept securely locked at all times when service personnel are not present. All spent lubricants and cooling fluids shall be properly and safely removed in

a timely manner from the site of the wind energy system. A sign shall be posted near the tower or Operations and Maintenance Office building that will contain emergency contact information. Signage placed at the road access shall be used to warn visitors about the potential danger of falling ice. The minimum vertical blade tip clearance from grade shall be 20 feet for a wind energy system employing a horizontal axis rotor.

D) Post-Construction Permits:

Construction codes, towers and interconnection standards shall comply with all applicable state construction and electrical codes and local building permit requirements.

E) Pre-Application Permits:

1. Utility Infrastructure: Shall comply with Federal Aviation Administration (FAA) requirements, the Michigan Airport Zoning Act (Public Act 23 of 1950, as amended), the Michigan Tall Structures Act (Public Act 259 of 1959, as amended), and local jurisdiction airport overlay zone regulations. The minimum FAA lighting standards shall not be exceeded. All tower lighting required by the FAA shall be shielded to the extent possible to reduce glare and visibility from the ground. The tower shaft shall not be illuminated unless required by the FAA. Utility grid wind energy systems shall comply with applicable utility, Michigan Public Service Commission and Federal Regulatory Commission interconnection standards.

2. Environment:

a. The site plan and other documents and drawings shall show mitigation measures to minimize potential impacts on the natural environment including, but not limited to wetlands and other fragile ecosystems, historical and cultural sites, and antiquities, as identified in the Environmental Analysis.

b. Comply with application parts of the Michigan Natural Resources and Environmental Protection Act (Act 451 of 1994) including but not limited to:

1. Part 31 Water Resources Protection.

2. Part 91 Soil Erosion and Sedimentation Control.

3. Part 301 Inland Lakes and Streams.

4. Part 303 Wetlands.

5. Part 323 Shore land Protection and Management.

6. Part 325 Great Lakes Submerged Lands.

7. Part 353 Sand Dunes Protection and Management as shown by having obtained each respective permit with requirements and limitations of those permits reflected on the site plan.

F) Performance Security: Performance security, pursuant to Section 523 of this Ordinance shall be provided for the applicant making repairs to public roads damaged by the construction of the wind energy system.

G) The following standards apply only to utility grid wind energy systems:

1. Visual Impact: Utility grid wind energy system projects shall use tubular towers and all utility grid wind energy systems in a project shall be finished in a single, non-reflective matte finished color. A project shall be constructed using wind energy systems of similar design, size, operation and appearance throughout the project. No lettering, company insignia, advertising or graphics shall be on any part of the tower, hub or blades. Nacelles may have lettering that exhibits the manufacturer's and/or owner's identification. The applicant shall avoid state or federal scenic area and significant visual resources listed in Delta County's Master Plan.

2. Avian and Wildlife Impact: Site plan and other documents and drawings shall show mitigation measures to minimize potential impacts on avian and wildlife, as identified in the Avian and Wildlife Impact Analysis.

3. Shadow Flicker: Site plan and other documents and drawings shall show mitigation measures to minimize potential impacts from the shadow flicker, as identified in the Shadow Flicker Impact Analysis. Shadow Flicker shall not exceed 30 hours per year on any non-participating dwelling.

4. Decommissioning: A Planning Commission approved decommissioning plan indicating:

a. The anticipated life of the project

b. The estimated decommissioning costs net of salvage value in current dollars based on:

- i. Ground preparation activities in order to access the site and provide room for disassembly.
- ii. Dismantling of the project components which include the tower and operating components, the concrete foundations, any underground or overhead cabling, and electrical substation or switching equipment.
- iii. Transportation issues including creating load sizes that meet height, width and weight restrictions. Traffic control issues necessary to create egress of components to the disposal points must also be considered.
- iv. Site reclamation includes the removal and disposal of contaminated soils. The materials for remediation of the site to match the surrounding land use and form.

The efforts described above shall be documented by hours of labor and equipment which can be used with current wage and rental pricing to determine the overall decommissioning costs. Salvage values shall then be applied to that cost.

a. A narrative of the decommissioning process shall be provided to describe the overall process with the anticipated schedule.

b. The method of ensuring that funds will be available for decommissioning shall be a performance bond issued in the name of Delta County.

5. Complaint Resolution: A Planning Commission approved process to resolve complaints from nearby residents concerning the construction or operation of the project. Two complete copies and sufficient executive summaries for Planning Commission members of a description of the complaint resolution process developed by the applicant to resolve complaints from nearby residents concerning the construction or operation of the project. The process may use an independent mediator or arbitrator and shall include a time limit for acting on a complaint. The process shall not preclude the local government from acting on a complaint. During construction and operation the applicant shall maintain and make available to nearby residents a telephone number where a project representative can be reached during normal business hours.

a. Complaints shall be forwarded to the owner/operator and the Delta County Building and Zoning Office on a form prescribed by the Delta County Planning Commission.

b. A reasonable effort by the owner/operator shall be made to respond to a complaint within 24hrs.

c. All responses shall be forwarded to complaining parties and the local permitting office.

d. A reasonable effort shall be made by the owner/operator to investigate all complaints within 10 days of receipt of a complaint and propose a resolution within 15 days. The resolution shall include a time frame to correct any violation that may be found.

e. If at any time Delta County or the Delta County Planning Commission finds that a complaint is not being addressed in a timely manner, they may initiate their own investigation utilizing any means they deem necessary. Expenses incurred from such an investigation may be assessed to the owner/operator if it is found that a violation existed or to the complaining party if it is found that a violation does not exist.

DELTA COUNTY BOARD OF COMMISSIONERS

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



B/

November 3, 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
10-22-15	151,345.46
10-29-15	1,713,630.86
Total Report of Claims \$	1,864,976.32
Total Jury Expense \$	0.00
GRAND TOTAL OF BILLS \$	1,864,976.32
Commissioner Expenses: \$	767.23 Paid

AUTHORIZED SIGNATURE _____
AUTHORIZED SIGNATURE _____
AUTHORIZED SIGNATURE _____
AUTHORIZED SIGNATURE _____
AUTHORIZED SIGNATURE _____

Check Date	Check	Vendor	Vendor Name	Description	Amount
Bank FIRST ALL FUNDS 159215-159231 PIR CLKs + PIR Ded					
10/16/2015	159214	018300	HOPE RUDDEN	TRAINING	86.70
10/22/2015	159232	001022	LEXISNEXIS A DIV OF REED ELSEVIER	LEXISNEXIS SUBSCRIPTION 06-01-15 TO 06-3	300.00
10/22/2015	159233	001050	ALGER DELTA ELECTRIC ASSOC.	UTILITIES-POWER - ACCT 200500	135.92
10/22/2015	159234	002164	BILLY ELECTRIC INC	HOOK UP WIRES FOR NEW COMPRESSOR	237.23
10/22/2015	159235	002170	BENOIT'S GLASS & LOCK	REPAIR OF LOCKS IN ANNEX AND BASEMENT KEYS	50.00
					8.00
					58.00
10/22/2015	159236	003058	CBM FOOD SERVICE	FOOD SERVICE 9/24/15 - 9/30/15	1,098.63
				FOOD SERVICE 10/1/15 - 10/7/15	3,132.91
					4,231.54
10/22/2015	159237	003060	CDW GOVERNMENT INC	FOOT PEDAL	80.49
10/22/2015	159238	003061	CARQUEST AUTO PARTS	CHEVY PICKUP MAINTENANCE-OIL CHANGE	47.09
				PLOW TRUCK AND SHOP MAINTENANCE	41.33
				HEADLIGHT BULBS	10.49
					98.91
10/22/2015	159239	003240	COOPER OFFICE EQUIPMENT INC.	CONTRACT BASE RATE CHARGE	120.00
10/22/2015	159240	003255	CORRECTIONAL HEALTHCARE COMPANIES I	MEDICAL SERVICES - NOVEMBER 2015	16,208.02
10/22/2015	159241	004141	DELL MARKETING L.P.	PROSUPPORT 1 YEAR PRINTER	2,031.55
					207.99
					2,239.54
10/22/2015	159242	004144	DERETO	VITAL RECORDS SOFTWARE/INSTALL/TRAIN/CON	16,900.00
10/22/2015	159243	004418	DTE ENERGY	NAT'L GAS - ACCT 4576 012 0006 8	526.81
				NAT'L GAS - ACCT 4576 012 0007 6	36.45
				NAT'L GAS - ACCT 4576 021 0002 8	2,373.56
					2,936.82
10/22/2015	159244	004454	EASTERN AVIATION FUELS INC	100LL FULL LOAD AVGAS - RESALE	27,713.70
10/22/2015	159245	005050	EPIC AVIATION LLC	JET FUEL FULL LOAD 7700 GALLONS RESALE	14,898.56
10/22/2015	159246	005060	ESCANABA AREA PUBLIC SCHOOLS	RESTITUTION - KOLASKE - 08-FH-7979	15.00
10/22/2015	159247	006050	FIRST BANK	RESTITUTION - GUSTAFSON - 06-FH-7609	25.00
10/22/2015	159248	006053	FRATERNAL ORDER OF EAGLES	RESTITUTION - EVANS - 14-FH-8969	150.00
				RESTITUTION - EVANS - 14-FH-8969	150.00
					300.00
10/22/2015	159249	006088	DAN FORRESTER	TRAVEL - 10/14/15	144.00
10/22/2015	159250	007012	GALLS, LLC	SPEAKER FOR VEHICLE	162.94
10/22/2015	159251	008034	JEFF HANSEN	BOOT ALLOWANCE 2015-16	52.99
10/22/2015	159252	008124	MATT HUGHES	TRAVEL REIMB - SEPT 2015	93.73
				TRAVEL REIMB - OCTOBER 2015	120.18
					213.91
10/22/2015	159253	010091	PATRICK JOHNSON	MILEAGE/PHONE REIMB- SEPT 2015	103.15
10/22/2015	159254	010110	JOHNSTON PRINTING & OFFSET	2-PART RECEIPTS	235.00

Check Date	Check	Vendor	Vendor Name	Description	Amount
				#10 REGULAR ENVELOPES	290.00
				2 COLOR SHORT LEGAL	495.00
					<u>1,020.00</u>
10/22/2015	159255	011054	ANN KAMANEN	RESTITUTION - GRAVES - 12-FH-8675	20.00
10/22/2015	159256	011899	BRENDA LACOUNT	OFFICE SUPPLIES (WALL CLOCK)	31.77
10/22/2015	159257	012078	TRANSUNION RISK AND ALTERNATIVE	INVESTIGATIVE CHECKS/PEOPLE SEARCHES	17.75
10/22/2015	159258	012101	ANDREW LOSCALZO	RESTITUTION - PELTIN - 14-FH-9049	50.00
10/22/2015	159259	013179	MENARDS	CLEANING NSUPPLIES	35.93
				LIGHTS/RAIN WINDOWS/MAINTENANCE	23.24
					<u>59.17</u>
10/22/2015	159260	013200	MICHIGAN ASSOCIATION OF COUNTIES	COBRA SERVICES 10/1/15-9/30/16	700.00
10/22/2015	159261	013405	MICHIGAN TECHNOLOGICAL UNIVERSITY	REGISTRATION- TRANSPORTAION ASSET MGMT C	25.00
10/22/2015	159262	013435	MIDWEST CLAIMS SERVICE	RESTITUTION - GUSTAFSON - 06-FH-7610	25.00
10/22/2015	159263	013906	MGT OF AMERICA INC	DHS-286 BILLINGS (JULY-AUGUST-SEPT 2015)	1,345.60
10/22/2015	159264	014210	NORTHERN PLUMBING & HEATING	OXYGEN EXHAUST PIPE FOR LAUNDRY ROOM	103.16
10/22/2015	159265	014214	NORTHERN SCREEN PRINTING	EMBROIDERY-ROAD PATROL	17.75
10/22/2015	159266	015025	OFFICE DEPOT	OFFICE SUPPLIES	142.92
				OFFICE SUPPLIES	14.97
				OFFICE SUPPLIES	5.80
					<u>163.69</u>
10/22/2015	159267	015076	JEFFREY OLSON	MEAL REIMB - TRAINING 10/9/15	26.44
				MEAL REIMB - TRAVEL 10/14/16	26.50
					<u>52.94</u>
10/22/2015	159268	016013	PREIN&NEWHOF	FAA AIP 2015 PROJ CRACK SEAL CONSTRUCT 1	6,366.45
10/22/2015	159269	016032	P & M INSPECTIONS, INC.	PAYROLL 10-5-2015 THROUGH 10-15-2015	1,720.00
10/22/2015	159270	016076	PET PLACE	RESTITUTION - ARTS - 10-FH-8385	5.00
10/22/2015	159271	016117	POWERPLAN	NORTRAX RPM SNOWBLOWER HOSE	92.61
10/22/2015	159272	016120	PROSECUTING ATTORNEY ASSN OF MICHIG	REGISTRATION 11/19/15 - PHIL STROM	25.00
10/22/2015	159273	017010	QUILL CORPORATION	OFFICE SUPPLIES	83.52
10/22/2015	159274	018063	REINHART FOOD SERVICE	CREAMER, COFFEE FILTERS, GARBAGE BAGS	318.77
10/22/2015	159275	018204	ROBERT ROSHAK	RESTITUTION - LECLAIRE - 14-FH-9009	200.00
10/22/2015	159276	019184	SOUTHERN COMPUTER WAREHOUSE	IPAD	601.01
10/22/2015	159277	019196	STANDARD ELECTRIC COMPANY	WIRE	146.52
				LIGHT BULBS FOR FRONT OFFICE	74.58
				REPAIR CONDUIT IN JAIL	54.27
				FITTINGS FOR NEW SHOWER VALVE	155.25
					<u>430.62</u>
10/22/2015	159278	019241	STATE OF MICHIGAN	RESTITUTION - PERSONDEK - 15-FH-9127	10,000.00
10/22/2015	159279	019385	SUNLIFE FINANCIAL	LIFE INSURANCE- NOVEMBER 2015	781.77
10/22/2015	159280	020045	TELNET WORLDWIDE INC	PHONE - ACCT: CORP-005103	184.77
				PHONE - ACCT: CORP-000861	939.52
					<u>1,124.29</u>
10/22/2015	159281	021038	UPACC	CONF REG- MAINAR, RIVARD, HARRINGTON	165.00
				CONF REG- MOYLE	55.00
					<u>220.00</u>
10/22/2015	159282	021043	UPCAP SERVICES	EQUALIZATION SERVICES-OCT TO DEC 2015	31,250.00

2

Check Date	Check	Vendor	Vendor Name	Description	Amount
10/22/2015	159283	021048	U.P.S.E.T.	RESTITUTION - SNOW - 15-FH-9148	50.00
10/22/2015	159284	022025	VERIZON WIRELESS	PHONE - ACCT: 482996167-00001	461.03
10/22/2015	159285	023076	TAMMY WETTHUHN	PHONE REIMB - OCT 2015	35.00
10/22/2015	159286	023080	THOMSON REUTERS - WEST PAYMENT CTR	MI SCAO APPROVED FORMS	200.50
10/22/2015	159287	084072	LUKE HAMLIN	PHONE REIMB - SEPT 2015	35.00
10/22/2015	159288	084355	LATITUDE SUBROGATION SERVICES	RESTITUTION - TODD - 12-FH-8575	98.00
10/22/2015	159289	084614	RENAISSANCE ACADEMY OF BEAUTY	RESTITUTION - LEMIRE - 01-FH-6745	5.00
10/22/2015	159290	084668	BRENDA WERY	RESTITUTION - JOHNSON - 09-FH-8156	10.00
10/22/2015	159291	084831	ESCANABA COUNTRY CLUB	RESTITUTION - GUSTAFSON - 04-FH-7353	20.00
10/22/2015	159292	084851	DR. STEVEN FLATH	RESTITUTION - BEAUCHAMP - 11-FC-8445	25.00
10/22/2015	159293	085015	TIMOTHY KOBASIC	RESTITUTION - ARBOUR - 11-FH-8519	100.00
10/22/2015	159294	085304	GARY PRATT	RESTITUTION - OSTRANDER - 05-FH-7464	25.00
10/22/2015	159295	085379	MICHAEL & NANCY KOSSOW	RESTITUTION - IVES - 11-FH-8522	200.00
10/22/2015	159296	085408	ROBERT KOSKI	RESTITUTION - JOHNSON - 09-FH-8156	10.00
10/22/2015	159297	CLERK MISC	THOMAS AVERY	RETURN BOND - AVERY - 14-FH-8988	3,500.00
10/22/2015	159298	CLERK MISC	MICHELE GOLDI	RETURN BOND - GOLDI - 15-FH-8136	900.00
10/22/2015	159299	SHERE MISC	ROOSEN, VARCHETTI & OLLIVIER	PAYMENT ON ORDER TO SEIZE	1,557.64

FIRST TOTALS:

Total of 69 Checks: 151,345.46
 Less 0 Void Checks: 0.00

Total of 69 Disbursements: 151,345.46

3

Check Date	Check	Vendor	Vendor Name	Description	Amount
Bank FIRST ALL FUNDS					
10/23/2015	159301	ADMIN MISC	CHRISTIAN TAURIAINEN	BONDS PAYABLE	250.00
10/23/2015	159302	013950	MUNICIPAL EMPLOYEES RETIREMENT	RETIREMENT-DEFINED BENEFIT	2,440.00
				RETIREMENT-DEFINED BENEFIT	2,317.00
				RETIREMENT-DEFINED BENEFIT	5,402.00
				RETIREMENT-DEFINED BENEFIT	3,138.00
				RETIREMENT-DEFINED BENEFIT	1,531.00
				RETIREMENT-DEFINED BENEFIT	755.00
				RETIREMENT-DEFINED BENEFIT	2,666.00
				RETIREMENT-DEFINED BENEFIT	3,262.00
				RETIREMENT-DEFINED BENEFIT	2,675.00
				RETIREMENT-DEFINED BENEFIT	851.00
				RETIREMENT-DEFINED BENEFIT	901.00
				RETIREMENT-DEFINED BENEFIT	1,341.00
				RETIREMENT-DEFINED BENEFIT	9,871.00
				RETIREMENT-DEFINED BENEFIT	16,751.00
				RETIREMENT-DEFINED BENEFIT	6,983.00
				RETIREMENT-DEFINED BENEFIT	853.00
				RETIREMENT-DEFINED BENEFIT	881.00
				RETIREMENT-DEFINED BENEFIT	6,655.00
				RETIREMENT-DEFINED BENEFIT	1,947.00
				RETIREMENT-DEFINED BENEFIT	1,188.00
					<u>72,408.00</u>
10/23/2015	159303	019076	JODI M. SCHWALBACH	DUE FROM EMPLOYEES	800.00
10/29/2015	159304	001126	APEX SOFTWARE	APEX SKETCHING ANNL MAINT 11/1/15-11/1/1	235.00
10/29/2015	159305	002142	BERGMAN LAW OFFICE PC	PROBATE ATTY FEES - OCTOBER 2015	1,742.74
				CIRCUIT ATTORNEY FEES - OCTOBER 2015	1,979.16
					<u>3,721.90</u>
10/29/2015	159306	002151	ROBERT A. BERBOHM	EMERG MGMT SERVICES- OCTOBER 2015	4,408.33
				MILEAGE REIMB-REG GOV-AUG 2015	78.59
				MILEAGE REIMB- REG GOV-SEPT 2015	78.59
					<u>4,565.51</u>
10/29/2015	159307	002164	BILLY ELECTRIC INC	WIRING FOR OUTLETS IN A-3	548.46
10/29/2015	159308	0022063	MICHAEL VUKSAN	RESTITUTION PAID BY DALTON PETERSON 10DL	300.00
10/29/2015	159309	002270	BRAMPTON TOWNSHIP TREASURER	DISTRIBUTION OF SUMMER TAX COLLECT ON SO	17.05
10/29/2015	159310	003005	C & C SALES	SNACKS-INMATE INCENTIVE PROGRAM	105.87
10/29/2015	159311	003014	TIMOTHY F. CAIN	PROBATE ATTY FEES - OCTOBER, 2015	1,742.74
				CIRCUIT ATTORNEY FEES - OCTOBER 2015	1,979.16
					<u>3,721.90</u>
10/29/2015	159312	003058	CBM FOOD SERVICE	FOOD SERVICE 10/8/15 - 10/14/15	3,123.80
10/29/2015	159313	003061	CARQUEST AUTO PARTS	BLOWER MAINT- HOOD LATCH	4.78
10/29/2015	159314	003087	CHARTER COMMUNICATIONS	INTERNET - ACCT 8245 12 032 0091915	240.87
10/29/2015	159315	003110	CITY OF ESCANABA	TRAINING FUND REIMB - 7/1/14 - 6/30/2015	5,776.20
				MODEMS IN POLICE CARS- JULY - SEPT 2015	684.32
					<u>6,460.52</u>
10/29/2015	159316	003120	CITY OF ESCANABA	COST SHARING TAX TRIB APPEAL-OREILLY/AUT	876.31

Check Date	Check	Vendor	Vendor Name	Description	Amount
10/29/2015	159317	003140	CITY OF GLADSTONE	SUMMER TAX FOR PROPERTY SOLD AT 2ND AUCTION	566.06
				SUMMER TAX COLLECTION AUCTION 2	1,442.37
10/29/2015	159318	003240	COOPER OFFICE EQUIPMENT INC.	STEPFORWARD- C SPRINKLE 052-078-001-00	477.06
				SUMMER TAX COLLECTION AUCTION 2	38.88
					515.94
10/29/2015	159319	003246	CORE TECHNOLOGY CORPORATION	MINOLTA COPIER MAINT CONTRACT 10/15/2015	135.00
10/29/2015	159320	004071	JESSE DEBACKER	QUARTERLY BASE RATE CHARGE FOR BIZHUB 35	177.24
				COPIER CHARGES-KONICA MINOLTA C284E	108.77
				MAINT - COPIER BIZHUB C360	256.96
					677.97
10/29/2015	159321	004075	DEGRAND, REARDON & HALL P.C.	ANNUAL MAINTENANCE	18,396.00
				MEAL REIMB - TRAINING 10/9/15	46.50
				CIRCUIT ATTY FEES (PARMET) - OCTOBER 201	1,979.16
				DISTRICT ATTY FEES-OCTOBER 2015 -BENJAMI	2,083.33
					4,062.49
10/29/2015	159322	004144	DEKETO	LABEL PRINTING RIBBONS AND LABELS	239.00
10/29/2015	159323	004166	DELTA CONSERVATION DISTRICT	FY15/16 APPROP-SOIL CONSERV AND PARKS	75,000.00
10/29/2015	159324	004270	DELTA COUNTY TREASURER	QUIT CLAIM DEEDS/AUCTION	59.00
				1 REDEMPTION CERTIFICATION	10.00
					69.00
10/29/2015	159325	004367	EMILY DESALVO	MILEAGE REIMB- UP TRIAL COURTS TRAINING-	78.20
				JUSTWARE TRAINING - JOURNAL TECHNOLOGY -	84.82
					163.02
10/29/2015	159326	004418	DTE ENERGY	NAT'L GAS - ACCT: 4576 012 0002 7	69.99
10/29/2015	159327	004441	JASON DIX	PHONE REIMB - OCT 2015	35.00
10/29/2015	159328	004805	ECONOMOPOULOS LAW FIRM PC	PROBATE ATTY FEES - OCTOBER 2015	1,742.74
				DISTRICT ATTY FEES - OCTOBER 2015	2,083.33
					3,826.07
10/29/2015	159329	005024	ELAINE BOYNE	DHS BOARD- OCTOBER 19, 2015	5.60
10/29/2015	159330	005035	ANN ENGLAND	MILEAGE REIMB - 7/15 - 10/15	28.98
10/29/2015	159331	005040	ENSGIN TOWNSHIP TREASURER	SUMMER TAX AUCTION 2	6.53
10/29/2015	159332	006050	FIRST BANK	OVERPAYMENT #052-378-396-00 (CHECK #3969	21.92
10/29/2015	159333	006125	FSC FLITZ SERVICE CORP	FLITZ BILL COUNTER MAINT. CONTRACT	345.00
10/29/2015	159334	007012	GALLS, LLC	PINS FOR UNIFORMS/ROAD PATROL	100.05
10/29/2015	159335	007133	MARGO GOBERT	RESITUTION PAID BY DALTON PETERSON	100.00
10/29/2015	159336	009023	INDEPENDENT ROOFING & SIDING CO	SERVICE CENTER RE ROOF	58,704.50
10/29/2015	159337	010110	JOHNSTON PRINTING & OFFSET	BUSINESS CARDS - BOOKER	100.00
10/29/2015	159338	012051	L.E.O.R.T.C.	CELL BLOCK SURVIVAL SCHOOL-10/9/15	315.00
10/29/2015	159339	013022	M-B COMPANIES, INC	RUNWAY BROOM REFILL BRUSH KIT QUOTE 134	1,628.02
10/29/2015	159340	013028	JAYNE MACKOWIAK	CIRCUIT ATTORNEY FEES - OCTOBER 2015	1,979.16
10/29/2015	159341	013060	MAPLE RIDGE TOWNSHIP TREASURER	SUMMER TAX ON FORECLOSED PROPERTY	0.99
10/29/2015	159342	013079	MEIERS SIGNS	DECALS FOR SAR	45.00
10/29/2015	159343	013175	ANNE B. MCNAMARA	COURT APPOINTED REFEREE - OCTOBER 2015	2,000.00
10/29/2015	159344	013176	DANIEL MENACHER	REIMB - TRAINING	55.00
10/29/2015	159345	013196	MERIT NETWORK INC	INTERNET SERVICE 10/1/15-9/30/16	11,462.50

Check Date	Check	Vendor	Vendor Name	Description	Amount
10/29/2015	159346	013349	MICHIGAN MUNICIPAL RISK MANAGEMENT	INSURANCE PAYMENT-POLICY R0001460	500.00
				INSURANCE PAYMENT-POLICY M0001460	811.50
					<u>1,311.50</u>
10/29/2015	159347	016088	PIT STOP QUICK LUBE	OIL CHANGE	56.00
10/29/2015	159348	018064	REDWOOD TOXICOLOGY LABORATORY INC.	PROBATION DEPT DRUG SCREENS -ACCT 019796	202.90
10/29/2015	159349	018067	REAL ESTATE TRF.TAX,DEPT.77627	RE TRANSFER SEPT 2015	61,675.25
10/29/2015	159350	018077	UPPER MICHIGAN LAW	DISTRICT ATTY FEES - OCTOBER 2015 - JESS	2,083.33
10/29/2015	159351	018116	DAVID RIVARD	MILEAGE/PHONE REIMB-SEPT 2015	114.08
10/29/2015	159352	019166	GERALD A SMITH	DHS BOARD-OCTOBER 19, 2015	11.20
10/29/2015	159353	019200	STATE BAR OF MICHIGAN	ANNUAL DUES / HONORABLE STEVEN C PARKS	310.00
10/29/2015	159354	019201	STATE OF MICH,ST.EDUCATION TAX	SET & TLR 9/30 - 10/15/15	1,367,379.43
10/29/2015	159355	021035	UP 9-1-1 AUTHORITY	EXTRA MAINTENANCE-SUNGARD	109.87
10/29/2015	159356	021070	U.P. POWER CO.	MALSAR GATE POWER-ACCT 0420193263-00001	21.08
10/29/2015	159357	022025	VERIZON WIRELESS	PHONE - ACCT 482996167-00001	695.42
10/29/2015	159358	023080	THOMSON REUTERS - WEST PAYMENT CTR	MONTHLY SUBSCRIPTION CHARGES	337.16
10/29/2015	159359	023121	WJMN-TV3	LOCAL NEWS MARKETING - SEPT BANNER	100.00
10/29/2015	159360	084289	MARK D SEYMOUR	CONSULTING FEES-3 MONTHS	794.65
10/29/2015	159361	TAX REFUND	LAFOND JAMES O & DOLORES A	Win Tax Refund 012-184-008-00	483.73

FIRST TOTALS:

Total of 61 Checks: 1,713,630.86
 Less 0 Void Checks: 0.00
Total of 61 Disbursements: 1,713,630.86

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Delta County Travel Expense Voucher

Employee: David Rivard 18116

Date: September 2015

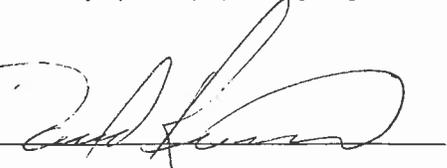
Date	0-3 hrs	3-6 hrs	over 6 hrs	Meeting	Meals/Other	Comments	Mileage
09/01/2015	X			Board			8
09/02/2015	X			Building and Grounds			8
09/04/2015	X			Other		Meeting with Mayor Escanaba	12
09/07/2015	X			Planning		Please note mileage only(14)	14
09/08/2015		X		Road Commission			8
09/09/2015	X			Other		special meeting with MDOT	10
09/09/2015	X			Joint Govt			12
09/14/2015	X			Other		Escanaba Township board meeting	8
09/15/2015	X			Board			8
09/16/2015	X			Other		Wells Township board meeting	8
09/21/2015	X			Other		With representative McBroom	8
09/22/2015	X			Road Commission		Special Road Commission meeting	8
09/23/2015	X			Other	X	Mileage only Red Cross Business after hours	23
09/24/2015	X			CUPPAD			8
09/25/2015	X			Other		Northwoods railroad transit commission	8
09/28/2015	X			Other		Union negotiations	14
09/29/2015		X		Road Commission		Work shop/regular board meeting	8
09/30/2015	X			Landfill		Special joint meeting Landfill/County	8

280 70

181 \$104.08

~~Need phone bill ending 10/1/15~~

I hereby certify that all items of expense included in this statement were incurred in the discharge of authorized official business, that the amounts are correct, and that they represent proper charges against the County.

SIGNED: 


114.08

TOTAL PER DIEM 101-101-710.002:

350.00

TOTAL MILEAGE 101-101-860.001:

104.08

TOTAL PHONE 101-101-850.000:

10.00

OTHER:

464.08

GRAND TOTAL:

114.08

7

Delta County Travel Expense Voucher

Employee: Patrick Johnson 10091

Date: September 2015

Date	0-3 hrs	3-6 hrs	over 6 hrs	Meeting	Meals/Other	Comments	Mileage
09/01/2015	X			Board			14
09/03/2015	X			MI Works			0
09/10/2015	X			Task Force		Loggers dinner host	16
09/11/2015	X			Task Force		Loggers panel	16
09/15/2015	X			Board			14
09/16/2015	X			Public Health			53
09/17/2015	X			Finance			21
09/22/2015	X			Landfill			14
09/24/2015	X			Other		Superior trade zone. Carpoled	0
09/29/2015	X			Landfill		Subcommittee	14

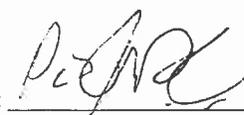
200

162

\$93¹⁵

~~Need phone bill ending 10/1/15~~

I hereby certify that all items of expense included in this statement were incurred in the discharge of authorized official business, that the amounts are correct, and that they represent proper charges against the County.

SIGNED: 



TOTAL PER DIEM 101-101-710.002: 200⁰⁰
 TOTAL MILEAGE 101-101-860.001: 93¹⁵
 TOTAL PHONE 101-101-850.000: 10.00
 OTHER: _____
 GRAND TOTAL: 303.¹⁵

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To: County Commissioners

October 30, 2015



New Agenda Item 2: Building and Zoning Vehicle

Delta County's Building and Zoning Inspector Dan Menacher currently handles all building inspections for all Delta County local governments with the exception of Gladstone. Dan also handles inspections in Menominee. For this service, Menominee pays Delta County \$17,000 which the County retains. While traveling this two county area, Dan currently drives a two-wheel drive Dodge Journey while in Delta County, and a Menominee vehicle while doing inspections in Menominee County.

Due to the amount of winter travel that Dan undertakes, I am proposing that Delta County purchase a four-wheel drive truck for Dan's use. I have contacted Menominee and they have expressed an interest in jointly purchasing one vehicle for Dan's use. Menominee and Delta would split all purchase and fuel costs 50/50 while Delta County would insure the vehicle, perform maintenance, and retain all ownership rights.

All costs associated with the vehicle would be paid for with Building and Zoning Fund Balance and would not impact the General Fund. With Menominee likely picking up half of the purchase cost, and by selling the Dodge Journey, the final cost to Delta County's Building and Zoning Fund will likely be between three and seven thousand dollars.

Thanks,
Ryan Bergman
Director of Administration and Finance

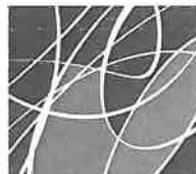
33



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MICHIGAN[™]

**COUNTY OF DELTA, MICHIGAN
PACE PROGRAM**

DATE



LEVIN
ENERGY
PARTNERS

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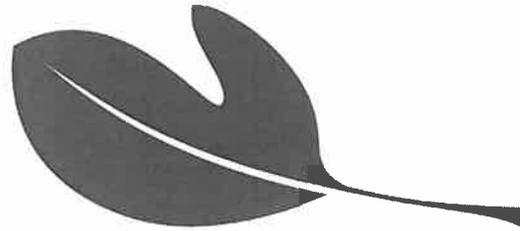
Lean & Green Michigan™ PACE Program

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.



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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; 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-

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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.

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(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

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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

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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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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>
-------------------	--

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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]

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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. For questions regarding the status of your application please contact the Program Administrator at 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
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
Total: \$ _____		

8. Requested Assessment Amount

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

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 Program¹

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.

¹ 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]

**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