

GENESEE COUNTY BOARD OF COMMISSIONERS

2014-21

ITEMS FOR BOARD ACTION

Wednesday, September 10, 2014 @ 9:00 a.m.

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. INVOCATION**
- IV. PLEDGE TO THE FLAG**
- V. APPROVAL OF MINUTES** – August 7, 2014 and August 13, 2014
- VI. PUBLIC ADDRESS BOARD**
- VII. COMMUNICATIONS**
- VIII. REPORTS**

BOARD OF COMMISSIONERS

Jamie W. Curtis, Chairperson
Ted Henry, Vice Chairperson

Report from Chairperson

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

Ted Henry, Chairperson
Pegge Adams, Vice Chairperson

Report from Chairperson

FINANCE COMMITTEE

Mark Young, Chairperson
Tony Brown, Vice Chairperson

14-375 F01 Proposed budget for 2014-15

14-376 F02 Resolution authorizing waiver of hiring freeze and filling of Chief Deputy Treasurer position and providing for 3 month overlap with incumbent for orientation and training

14-377 F03 Resolution authorizing waiver of hiring freeze and filling of two Friend of the Court Caseworker positions

14-378 F04 Resolution ratifying expedited action authorizing the acceptance of a grant from the Automobile Theft Prevention Authority in order to fund the Prosecuting Attorney's Auto Theft and Fraud Prosecution Unit

Report from Chairperson

GOVERNMENTAL OPERATIONS COMMITTEE

Omar Sims, Chairperson

John Northrup, Vice Chairperson

14-379 G01 Resolution paying County bills

14-380 G02 Resolution ratifying expedited action approving the submission by the Prosecutor of an application for a FY2015 Crime Victims Rights Grant to the MDCH

14-381 G03 Resolution approving Prosecutor Paralegal travel to the Michigan Family Support Council Conference in Boyne, Michigan, October 8 - 10, 2014

14-382 G04 Resolution stating the Board's intent to establish a property assessed clean energy ("PACE") district and program, and setting a public hearing to receive comments on the proposed district and program

14-383 G05 Resolution ratifying expedited action approving the submission of an application to the Office of Highway Safety Planning for a FY2014-15 Secondary Road Patrol grant

14-384 G06 Resolution approving Kronos Time and Attendance Policy

Burial Claims

Report from Chairperson

HUMAN SERVICES COMMITTEE

Brenda Clack, Chairperson

Archie Bailey, Vice Chairperson

14-385 H01 Resolution approving GCCARD Head Start Food Service Contracts with certain School Districts

- 14-386 H02 Resolution approving GCCARD Head Start Food Service Contract with Beecher School District
- 14-387 H03 Resolution authorizing GCCARD to submit a Head Start food proposal to the Michigan Department of Education, Child and Adult Care Food Program to fund student meals during the 2014-2015 school year
- 14-388 H04 Resolution authorizing GCCARD to accept an Early Learning Enhancement Grant from the Michigan Department of Education to extend Head Start preschool programming
- 14-389 H05 Resolution granting Health Department request to approve amendment to contract with Bendle Public Schools for the provision of a WIC Supplemental Food and Nutrition Education Program at the Bendle Health Center
- 14-390 H06 Resolution authorizing Health Department to conduct an Immunization Program for the benefit of County employees
- 14-391 H07 Resolution authorizing Health Department employees Bonnie Childs and Kim VanSlyke to attend the Michigan Family Planning Program Annual Meeting in Holland, Michigan, September 23 - 25, 2014
- 14-392 H08 Resolution approving line item transfers in senior center budgets
- 14-393 H09 Resolution authorizing 2014-15 Senior Millage Budget, contract awards and contracts
- 14-394 H10 Resolution ratifying expedited action authorizing the Commissioners serving on the SCSAC to conduct a contract compliance review of the Brennan Senior Center, and to implement necessary action

Report from Chairperson

PUBLIC WORKS COMMITTEE

Tony Brown, Chairperson

Mark Young, Vice Chairperson

- 14-395 P01 Resolution approving GVRC medical services contract with Dr. Larry Kage, D. O.
- 14-396 P02 Resolution designating qualified surveyors as members of the Genesee County Remonumentation Peer Review Committee.

Report from Chairperson

LAUDATORY RESOLUTIONS/PROCLAMATIONS

14-282 Mattie McKinney Hatchett
14-283 Big Brothers Big Sisters of Greater Flint
14-P1 "Carman Talk" Reunion Day

- IX. UNFINISHED BUSINESS**
- X. NEW AND MISCELLANEOUS BUSINESS**
- XI. OTHER BUSINESS**
- XII. ADJOURNMENT**

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan (this "Board"), that the budget attached to this Resolution (the "Proposed Budget") is adopted as the proposed Genesee County Budget for the fiscal year commencing October 1, 2014, and ending September 30, 2015 (the "Ensuing Fiscal Year").

BE IT FURTHER RESOLVED, that the Proposed Budget is Genesee County's proposed general appropriations act for the Ensuing Fiscal Year, within the meaning of Act No. 2 of the Public Acts of 1968, as amended, MCL §141.421 et seq., and consists of the following components: 1) Proposed appropriations/expenditures, as itemized in the component at pages IV through VI of the Proposed Budget, titled "Genesee County, Michigan – 2014/2015 Proposed Budget," and as specifically set forth in the last three columns of each of those pages, being the columns respectively captioned "General Fund," "Other," and "Total Proposed Budget;" 2) a statement as to *ad valorem* taxes having a total of 8.3166 mills, levied and proposed to be levied in support of the Proposed Budget, and of other estimated revenues from General Fund and other sources, such taxes and other revenues being as set forth at page I of the Proposed Budget, which page is captioned "Genesee County, Michigan, Projected Revenues, 2014/2015 Proposed Budget," and at pages II and III of the Proposed Budget, which pages are captioned "GENESEE COUNTY, MICHIGAN, PROPERTY

TAX MILLAGES RELATING TO 2014-2015 PROPOSED BUDGET;" 3) a "Summary of Fiscal Year 2014/2015 Proposed General Fund Budget" at page VII.

BE IT FURTHER RESOLVED, that a copy of the Proposed Budget shall be held by the County Clerk/Register and made available by him for public inspection, in his offices, upon adoption of this Resolution.

BE IT FURTHER RESOLVED, that, in accordance with MCL §§141.411-415, a meeting of this Board will be held at 9:00 a.m., on September 24, 2014, in the Willard P. Harris Auditorium, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan, that a public hearing on the Proposed Budget will be held during that meeting, at 9:00 a.m. or as soon thereafter as the order of business will permit, and that such a public hearing is scheduled, called and noticed for that time, date and place, so that this Board may adopt the 2014/2015 Genesee County Budget at its meeting of September 24, 2014, the business of such meeting, however, not necessarily being limited to such Budget.

BE IT FURTHER RESOLVED, that the County Clerk/Register or his designee is directed to have published in *The Flint Journal* the attached NOTICE OF PUBLIC HEARING ON PROPOSED 2014-2015 GENESEE COUNTY BUDGET, such publication to be no later than September 18, 2014, *The Flint Journal* being found and declared by this Board to be a newspaper of general circulation within Genesee County.

BE IT FURTHER RESOLVED, that the attached Notice is to be published as a display advertisement in a location other than the legal notices or classified advertisement portions of the newspaper, and that the following statement in the Notice

is to be printed in 11-point boldfaced type: "The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing."

FINANCE COMMITTEE

CDB:cdb
09-05-14
09-10-F01
Attachments

F01
(2)

PUBLIC NOTICE

**NOTICE OF PUBLIC HEARING ON
PROPOSED
2014-2015 GENESEE COUNTY BUDGET**

A public hearing will be held on September 24, 2014, at 9:00 a.m., or as soon thereafter as the order of business will permit, in the Willard P. Harris Auditorium, Genesee County Administration Building (Third Floor), 1101 Beach Street, Flint, Michigan, regarding the proposed Genesee County budget for the fiscal year commencing October 1, 2014 and ending September 30, 2015.

The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

The total ad valorem property tax millage to be levied in support of the proposed budget is 8.3166 mills. This millage will be partially from the County's 2014 tax and partially from the County's 2015 tax. Further details regarding this millage are in the proposed budget.

Any citizen wishing to address the County Board of Commissioners on the proposed budget or on the proposed property tax millage rates will be given the opportunity to make oral or written comments at the time of the hearing, and to ask questions regarding the proposed budget and the proposed millage rates.

A copy of the proposed budget is available for public inspection in the Office of the Genesee County Clerk, Elections Division, located in the East Wing on the second floor of the Genesee County Court House, 900 South Saginaw Street, Flint, Michigan 48502. The office hours of the Elections Division prior to the public hearing will be Monday, Tuesday & Friday, 8:00 a.m. to 4:00 p.m., and Wednesday, 8:00 a.m. to 1:00 p.m.. The Office is closed to the public on Thursdays.

The County Board of Commissioners will furnish reasonable auxiliary aids and services to individuals with disabilities upon 48 hours notice. Individuals needing assistance should write or call the Board Coordinator, Genesee County Board of Commissioners, 1101 Beach Street, Flint, Michigan 48502, (810) 257-3020, TDD: (810) 257-3027 or Michigan Relay Center, 1-800-649-3777.

Proposed budget

GENESEE COUNTY, MICHIGAN
2014/2015 PROPOSED BUDGET

Genesee County, Michigan
Projected Revenues
2014/2015 Proposed Budget

<u>Revenue Source</u>	<u>General Fund</u>	<u>Other</u>	<u>Total</u>
Taxes			
Property Taxes-General Operating	44,635,860		44,635,860
Property Taxes-Health Services Plan		8,105,658	8,105,658
Property Taxes-Emergency Medical Services		3,928,813	3,928,813
Property Taxes-Parks and Recreation		3,850,238	3,850,238
Property Taxes-Senior Citizens		5,673,961	5,673,961
Property Taxes-Veterans		810,566	810,566
Property Taxes-Cooperative Extension		324,226	324,226
Accommodation Ordinance Taxes		1,000,000	1,000,000
Licenses and Permits	1,016,550	1,149,569	2,166,119
Grants		30,517,103	30,517,103
Intergovernmental Revenues	17,024,345	1,387,983	18,412,328
Charges for Services	8,447,028	7,100,006	15,547,034
Fines and Forfeitures	1,394,420	8,500	1,402,920
Operating Transfers	8,372,361	1,008,948	9,381,309
Miscellaneous Revenues	2,279,559	4,542,697	6,822,256
Use of Fund Balance		3,111,199	3,111,199
	<hr/>	<hr/>	<hr/>
Total Revenues	<u>83,170,123</u>	<u>72,519,467</u>	<u>155,689,590</u>

**GENESEE COUNTY, MICHIGAN
PROPERTY TAX MILLAGES
RELATING TO 2014-2015 PROPOSED BUDGET**

The 2014 ad valorem property taxes levied and to be levied by Genesee County will be:

5.5072 mills for general operations
0.4847 mills for emergency medical services
0.4847 mills for parks and recreation
0.7000 mills for senior services
1.0000 mills for uninsured health services delivery system
0.1000 mills for veterans services
0.0400 mills for MSU extension services

8.3166 Total Mills

Subject to constitutional and statutory limitations and subject to any revisions hereafter authorized by the County's electorate, the County's 2015 ad valorem property taxes will be the same 8.3166 mills, with the same components and purposes, as are stated above with respect to the 2014 taxes. Constitutional and statutory limitations could require these millages to be reduced for the 2014 taxes.

The County's 2014-2015 Budget (the Budget) will be funded by a portion of the revenues from the County's 2014 summer ad valorem property tax, the revenues from the County's December 2014 ad valorem property tax, the revenues from the County's 2015 summer ad valorem property tax, and revenues from sources other than the ad valorem property tax.

The December 2014 levy will include 0.4847 mills for emergency medical services, 0.4847 mills for parks and recreation, 0.7000 mills for senior services, 1.0000 mill for uninsured health services delivery system, 0.1000 mills for veterans services and 0.400 mills for MSU Extension Services.

The above identified December 2014 levies are to be used to fund the Budget, to the extent of \$3,928,813 for emergency medical services (also identified as paramedics), \$3,850,238 for parks and recreation, \$5,673,961 for senior services, \$8,105,658 for uninsured health services delivery system, \$810,566 for Veterans services, and \$324,226 for MSU extension services.

Subject to constitutional and statutory limitations, and to any revisions hereafter authorized by the County's electorate, the County's 2015 summer tax will be 5.5072 mills for general operations. The estimated revenues from this levy are \$40,172,274. In addition, an estimated \$4,463,586 in collections from the County's 2014 summer tax will be recognized as revenue for general operations for use in the County's 2014/2015 fiscal year.

The mills to be levied in support of this Budget thus are 5.5072 for general operations, 0.4847 for emergency medical services, 0.4847 for parks and recreation, 0.7000 for senior services, 1.0000 for uninsured health services delivery system, 0.1000 for Veterans services, and 0.0400 for MSU extension services, for a total of 8.3166 mills. The total revenue estimated from these mills is \$67,329,322.

The various purposes for which the above identified general operations revenue is to be utilized are those identified in pages IV through VI for which there is an amount stated in the column under the heading "General Fund." The respective amounts allocated to those purposes are those stated in that "General Fund" column.

**Genesee County, Michigan
2014/2015 Proposed Budget**

Departments:

	<u>Salaries</u>	<u>Fringe Benefits</u>	<u>Non-Personnel Costs</u>	<u>Total Proposed Budget</u>	<u>General Fund</u>	<u>Other</u>	<u>Total Proposed Budget</u>
<u>Management and Planning</u>							
Accommodation Tax			20,000	20,000		20,000	20,000
Board Coordinator	133,464	74,456	20,838	228,758	228,758		228,758
Board of Commissioners	290,609	149,041	22,662	462,312	462,312		462,312
Boundary Commission				0			0
County Clerk:							
Election/Campaign Finance	226,456	200,928	275,050	702,434	702,434		702,434
Vital Records	292,546	201,547	137,400	631,493	631,493		631,493
Court Records	917,533	749,524	10,000	1,677,057	1,677,057		1,677,057
Drains:							
Drain Commissioner	775,769	400,329	37,430	1,213,528	1,213,528		1,213,528
Drain Service	595,462	358,908	84,823	1,039,193		1,039,193	1,039,193
Water Shed Mgmt			125,000	125,000	85,000	40,000	125,000
Drain Equipment			354,488	354,488		354,488	354,488
Drain-at-Large			400,780	400,780	400,780		400,780
Equalization	478,591	328,081	29,300	835,972	835,972		835,972
GIS	85,703	48,941	53,650	188,294	188,294		188,294
Planning Commission	1,197,818	666,690	2,147,183	4,011,691	392,019	3,619,672	4,011,691
Register of Deeds	396,995	234,789	386,498	1,018,282	470,900	547,382	1,018,282
Treasurer	835,718	549,347	169,230	1,554,295	1,144,474	409,821	1,554,295
Appropriations:							
Appropriations-General		10,000	343,600	353,600	353,600		353,600
Deficit Reductions			1,000,000	1,000,000	1,000,000		1,000,000
Phase-In Reductions			0	0	0		0
Appropriations-Overtime			790,776	790,776	790,776		790,776
Debt Service (Bond Payments)			2,811,458	2,811,458			2,811,458
Subtotal	6,226,664	3,872,581	9,220,166	19,419,411	13,388,855	6,030,556	19,419,411
<u>Administration of Justice</u>							
Adult Probation			28,300	28,300	28,300		28,300
Circuit Court	1,913,194	1,017,461	2,572,850	5,503,505	5,503,505		5,503,505
GVRG	2,244,053	1,266,318	794,200	4,304,571	2,080,286	2,224,285	4,304,571
District Court	2,688,348	1,618,299	774,938	5,081,585	5,081,585		5,081,585
Friend of the Court:							
Friend of the Court			41,000	41,000	41,000		41,000
Friend of the Court Coop Reimb	4,428,962	3,146,060	1,295,295	8,870,317	2,462,389	6,387,928	8,870,317
Custody and Visitation	67,627	43,782		111,409	37,879	73,530	111,409
Jury Board	119,747	64,886	33,550	218,183	218,183		218,183
Law Library			179,456	179,456	170,956	8,500	179,456
Court Services	98,045	80,792	6,000	184,837	184,837		184,837
Probate Court	967,060	548,175	243,200	1,758,435	1,758,435		1,758,435
Mental Health Court	53,001	34,451	15,350	102,802		102,802	102,802
Family Court	1,639,006	1,117,947	1,238,405	3,995,358	3,995,358		3,995,358
Prosecutor:							
Prosecutor-General	2,684,216	1,528,279	251,800	4,464,295	4,464,295		4,464,295
Cooperative Reimbursement	1,016,828	713,772	233,632	1,964,232	667,839	1,286,393	1,964,232
Victim/Witness Assistance Program	182,363	165,963	7,500	355,826	39,926	315,900	355,826
AFIS Contribution			29,500	29,500	29,500		29,500
Subtotal	18,102,450	11,346,165	7,744,976	37,193,611	26,784,273	10,409,338	37,193,611

**Genesee County, Michigan
2014/2015 Proposed Budget**

Departments:

	<u>Salaries</u>	<u>Fringe Benefits</u>	<u>Non-Personnel Costs</u>	<u>Total Proposed Budget</u>	<u>General Fund</u>	<u>Other</u>	<u>Total Proposed Budget</u>
<u>Law Enforcement & Community Prot.</u>							
Emergency Management/Homeland Sheriff:	67,953	28,558	19,600	116,111	116,111		116,111
Administration	359,593	182,572	97,600	639,765	639,765		639,765
Corrections	5,720,302	4,418,203	3,100,950	13,239,455	13,239,455		13,239,455
Court Security/Transport-Circuit	698,209	676,741	3,100	1,378,050	1,378,050		1,378,050
Court Security/Transport-McCree	576,769	585,744	22,600	1,185,113	1,185,113		1,185,113
Court Security/Transport-Probate	107,587	71,120	1,300	180,007	180,007		180,007
Tether Program	54,208	53,979	203,000	311,187	311,187		311,187
Investigative/Detective	384,624	280,758	26,500	691,882	691,882		691,882
Marine Law	17,000	1,862	4,138	23,000	23,000		23,000
GAIN	73,698	80,675	461,250	615,623	74,986	540,637	615,623
Overtime Reimbursements	3,000	29,678		32,678	32,678		32,678
Road Patrols							
Vienna	432,078	450,853	88,200	971,131		971,131	971,131
Fenton	336,223	335,089	57,800	739,112		739,112	739,112
Atlas	268,377	250,683	45,000	564,060		564,060	564,060
City of Flint Lockup	1,087,993	727,420	158,650	1,974,063		1,974,063	1,974,063
Traffic Safety-P.A. 416 Grant	185,453	186,565	44,050	416,068		416,068	416,068
Subtotal	10,373,067	8,360,500	4,343,738	23,077,305	17,872,234	5,205,071	23,077,305
<u>Human Services:</u>							
Animal Control							
General	300,243	182,210	143,375	625,828	625,828		625,828
Census Program	93,529	35,704	1,900	131,133		131,133	131,133
Child Care Fund:							
County	458,805	268,972	9,425,232	10,153,009	6,020,662	4,132,347	10,153,009
Dept. of Human Services			2,626,760	2,626,760	1,313,380		2,626,760
Community Mental Health			3,700,000	3,700,000	3,700,000		3,700,000
Emergency Medical Services	1,917,797	1,421,489	922,788	4,262,074		4,262,074	4,262,074
Public Health	5,544,441	3,528,076	3,456,327	12,528,844		12,528,844	12,528,844
Medical Examiner	600,292	219,250	383,450	1,202,992	1,009,784	193,208	1,202,992
Senior Services	181,894	84,177	5,867,771	6,133,842		6,133,842	6,133,842
Health Services Plan			8,105,658	8,105,658		8,105,658	8,105,658
Veterans Millage	302,154	112,080	446,612	860,846		860,846	860,846
Appropriations:							
Cigarette Tax Appropriation			0	0	0		0
Dept. of Human Services			15,500	15,500	15,500		15,500
Substance Abuse Liquor Tax Allocation			1,812,888	1,812,888	1,812,888		1,812,888
Subtotal	9,399,155	5,851,958	36,908,261	52,159,374	14,498,042	37,661,332	52,159,374

**Genesee County, Michigan
2014/2015 Proposed Budget**

Departments:

	<u>Salaries</u>	<u>Fringe Benefits</u>	<u>Non-Personnel Costs</u>	<u>Total Proposed Budget</u>	<u>General Fund</u>	<u>Other</u>	<u>Total Proposed Budget</u>
<u>Community Enrichment & Develop.</u>							
Accommodations Tax			980,000	980,000		980,000	980,000
Cooperative Extension			324,226	324,226		324,226	324,226
Parks & Recreation	2,540,345	997,642	3,272,101	6,809,988		6,809,988	6,809,988
Subtotal	2,540,345	997,642	4,576,327	8,114,214	0	8,114,214	8,114,214
<u>General Support</u>							
<u>Buildings & Grounds:</u>							
General	578,034	402,027	1,543,830	2,523,891	2,438,891	85,000	2,523,891
Jail	126,414	153,074	808,450	1,087,938	1,087,938		1,087,938
McCree Courts & HS Center	120,812	105,820	504,400	731,032	324,957	406,075	731,032
Water & Waste Addition			28,900	28,900	28,900		28,900
<u>Controller:</u>							
Controller	691,840	485,220	272,525	1,449,585	1,266,460	183,125	1,449,585
Reimbursement	137,650	128,497	50,500	316,647		316,647	316,647
Corporation Counsel	221,531	102,481	25,045	349,057	330,557	18,500	349,057
<u>MIS:</u>							
MIS-General	955,184	530,684	811,535	2,297,403	1,997,905	299,498	2,297,403
Virtual Desktop Interface			96,585	96,585	96,585		96,585
Insurance	74,610	66,574	3,441,637	3,582,821	1,357,799	2,225,022	3,582,821
Microfilm	16,936	12,213	24,500	53,649	53,649		53,649
<u>Parking Facilities:</u>							
County Parking Lot			91,620	91,620		91,620	91,620
McCree Parking Ramp			387,744	387,744		387,744	387,744
Human Resources	343,467	185,029	336,050	864,546	815,896	48,650	864,546
<u>Purchasing:</u>							
Administration Services Copier			105,000	105,000	77,700	27,300	105,000
Motor Pool	130,105	122,858	993,700	1,246,663	489,163	757,500	1,246,663
Purchasing	94,564	60,655	110,100	265,319	260,319	5,000	265,319
Telephone			247,275	247,275		247,275	247,275
Subtotal	3,491,147	2,355,132	9,879,396	15,725,675	10,626,719	5,098,956	15,725,675
Grand Total:	50,132,828	32,883,898	72,672,864	155,689,590	83,170,123	72,519,467	155,689,590

TRANSFER AUTHORIZATION: The County Controller is authorized to execute transfers between appropriations in this Budget, without prior approval of the County Board of Commissioners specific to the individual transfers, to the extent provided for in that Board's Resolutions 95-220 and 95-224, both adopted June 6, 1995.

Genesee County, Michigan
Summary of Fiscal Year 2014/2015 Proposed
General Fund Budget

Beginning Fund Balance for General Fund 10/01/14		\$12,316,681
2014/2015 Adopted General Fund Revenue	83,170,123	
2014/2015 Adopted General Fund Expenditures	<u>83,170,123</u>	
Projected Fund Balance for General Fund 09/30/15		<u><u>\$12,316,681</u></u>

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, the Chief Deputy Treasurer is an integral part of the Treasurer's Office, as the person responsible for supervising the day to day operation of the office, as well as supervising the Treasurer's Office investment activity; and

WHEREAS, the incumbent Chief Deputy Treasurer has notified the Treasurer of her intent to retire effective December 31, 2014; and

WHEREAS, the Treasurer wishes to ensure that the new Chief Deputy Treasurer receives sufficient orientation and training to ensure that the vital services delivered by the Chief Deputy Treasurer to the Treasurer's Office are not disrupted; and

WHEREAS, the Treasurer and this Board have determined that the most efficient method of ensuring such sufficient orientation and training is to provide for a three month overlap between the hiring of the new Chief Deputy Treasurer and the retirement of the incumbent Chief Deputy Treasurer.

NOW THEREFORE, BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken August 20, 2014, by the Finance Committee of this Board, authorizing the re-establishment and filling of the Chief Deputy Treasurer position (No. #014020) effective October 1, 2014.

BE IT FURTHER RESOLVED, that this Board of Commissioners further ratifies the finding that extenuating circumstances exist meriting waiver of the hiring freeze.

BE IT FURTHER RESOLVED, that directive to the Director of the Human Resources Department to commence the hiring process so that the position may be filled as soon as practicable in accordance with County policy and any applicable collective bargaining agreement is also ratified (a copy of the memorandum request dated August 4, 2014, being on file with the minutes of the August 20, 2014, meeting of the Finance Committee).

BE IT FURTHER RESOLVED that the Treasurer is authorized to hire the new Chief Deputy Treasurer effective October 1, 2014, notwithstanding the fact that the incumbent Chief Deputy Treasurer will not retire until December 31, 2014, so that, for the period from October 1, 2014, through December 31, 2014, the incumbent can provide orientation, training, and instruction to the new Chief Deputy Treasurer.

FINANCE COMMITTEE

F082014VIA
ACT:ms
08-21-14
09-10-F02

F02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Friend of the court to authorize the re-establishment and filling of two vacant Caseworker positions in the Office of the Friend of the Court, position numbers 014086 and 014088, is approved.

BE IT FURTHER RESOLVED, that this Board of Commissioners finds that extenuating circumstances exist meriting waiver of the hiring freeze.

BE IT FURTHER RESOLVED, that the Director of the Human Resources Department is directed to commence the hiring process so that the positions may be filled as soon as practicable in accordance with County policy and any applicable collective bargaining agreement (a copy of the memorandum request dated August 6, 2014, being on file with the minutes of the August 20, 2014, meeting of the Finance Committee).

FINANCE COMMITTEE

F082014VIIB
ACT:ms
08-21-14
09-10-F03

F03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken August 20, 2014, by the Finance Committee of this Board approving the Prosecuting Attorney's request to accept a grant in the amount of \$98,008 from the Automobile Theft Prevention Authority in order to fund the Prosecuting Attorney's Auto Theft and Fraud Prosecution Unit, and the Chairperson's execution of the grant agreement on behalf of Genesee County is also ratified (a copy of the memorandum request dated August 18, 2014, and supporting documentation being on file with the official records of the August 20, 2014, meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F082014VIIC
ACT:ms
08-21-14
09-10-F04

F04

14-379

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County,
Michigan, allows and authorizes the payments of bills, claims, and obligations for the
County of Genesee in the amount of \$2,065,907.31 for the period ending August 8,
2014, including \$76,861.23 from the General Fund; and \$5,108,394.45 for the period
ending August 15, 2014, including \$297,856.65 from the General Fund.

GOVERNMENTAL OPERATIONS COMMITTEE

G082714VIA
ACT:ms
09-08-14
09-10-G01

G01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken August 27, 2014, by the Governmental Operations Committee of this Board approving the Prosecuting Attorney's request to authorize the submission of an application to the Michigan Department of Community Health for a FY2015 Crime Victims Rights Grant in the amount of \$315,900.00 to fund State-mandated Crime Victims Rights programs for FY2015 (a copy of the memorandum request dated August 19, 2014, and supporting documentation being on file with the official records of the August 27, 2014, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G082714VIIC
ACT:ms
09-08-14
09-10-G02

G02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED by this Board of Commissioners of Genesee County, Michigan, that the request by the Prosecuting Attorney to authorize one Paralegal support staff employee assigned to the Family Support Division of the Prosecuting Attorney's Office to attend the Michigan Family Support Council Conference in Boyne, Michigan, October 8 - 10, 2014, at a cost not to exceed \$362.50, funded through the FY 2014-2014 Genesee County Prosecuting Attorney's Office Title IV-D Cooperative Reimbursement Contract budget, is approved (a copy of the memorandum request dated August 20, 2014, and supporting documentation being on file with the official records of the August 27, 2014, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G082714VIID
ACT:ms
09-08-14
09-10-G03

G03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

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

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

WHEREAS, the types of energy projects, either energy efficiency improvements or renewable energy systems, that may be financed under the PACE Program include, but are not limited to: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery

systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Board; a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more renewable energy resources to generate electricity. Renewable energy resources include, but are not limited to: biomass (includes a biomass stove but does not include an incinerator or digester); solar and thermal energy; wind energy; geothermal energy and methane gas captures from a landfill; and

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

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

WHEREAS, the report referenced in Section 9(1) of Act 270 (the "PACE Report") shall be available on the County's website at <http://www.gc4me.com>, and shall be available for viewing at the office of the County Treasurer located at 1101 Beach Street, Flint, Michigan, 48502.

NOW THEREFORE, BE IT RESOLVED THAT:

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

2. This Board, by adoption of this Resolution, formally states its intention to establish a PACE district having the same boundaries as the County's jurisdictional boundaries and a PACE Program as described in, and for the reasons set forth in, this Resolution.
3. This Board formally states its intention 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.
4. This Board, by adoption of this Resolution, formally states its intention to join Lean & Green Michigan, and to utilize Levin Energy Partners, LLC, as PACE Administrator.
5. The Board hereby sets a public hearing to be held as a part of the meeting of the Governmental Operations Committee of this Board on September 17, 2014, at 9:00 A.M., in the Harris Auditorium, 1101 Beach Street, Flint, Michigan, 48502, to receive comments on the proposed PACE Program including the PACE Report, notice of said public hearing being attached to this resolution.
6. The County Clerk is authorized and directed to publish the attached Public Notice of this Board's intent to establish a PACE district and Program, and notice of the public hearing set by this Resolution, in a newspaper of general circulation in the County as a display advertisement prominent in size no later than September 14, 2014.
7. The County Treasurer shall maintain on file for public review a copy of the PACE Report and shall cause the PACE Report to be available on the County's website in accordance with the requirements of Act 270.
8. This Board reserves the right to designate or approve legal counsel to coordinate with the authorized official and the PACE Administrator in review of each PACE project being considered for approval by the County.

GOVERNMENTAL OPERATIONS COMMITTEE

G082914VIIIE
ACT:ms
09-08-14
09-10-G04
Attachments (2)

G04

Notice of Public Hearing
On the Establishment of a Property Assessed Clean Energy District

The Genesee County Board of County Commissioners of Genesee County, Michigan will hold a public hearing to receive comments on a proposal to establish a property assessed clean energy ("PACE") district having the same boundaries as the County's jurisdictional boundaries and to establish a PACE program for the district. The hearing will be held on Wednesday, September 17, 2014 at 9:00 a.m. at a meeting of the Governmental Operations Committee of the Genesee County Board of Commissioners in the Harris Auditorium, 3rd Floor of the Genesee County Administration Building, 1101 Beach Street, Flint, Michigan 48502.

If adopted, the proposed PACE district and PACE program will provide for a property owner based method of financing and funds for energy projects, including from owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed or used in connection with any project as required by and subject to Act No. 270, Public Acts of Michigan, 2010.

This notice is published by:

Genesee County
1101 Beach Street
Flint, Michigan 48502
(810-257-3020)

Genesee County will furnish reasonable auxiliary aids and services to individuals with disabilities upon 48 hours' notice. Individuals needing assistance should write or call Jon Care, Board Coordinator, Genesee County Board of Commissioners, 1101 Beach St., Flint, MI 48502, (810) 257-3020. TDD: (810) 257-3027 or Michigan Relay Center: 1-800-649-3777.

G04 Attachment 2 (pdf.file)



GENESEE COUNTY, MICHIGAN PACE PROGRAM

_____, 2014



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 and water 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 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 initiating PACE programs for local units of government by standardizing the administrative and legal process under which PACE programs are created and administered. Several 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. Further, this approach allows property owners to utilize a standardized process for PACE financing as they pursue PACE support 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.



GENESEE 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 Genesee County. The PACE Program and Report were approved by the Board of County Commissioners of Genesee County on _____, 2014, subsequent to a public hearing held on _____, 2014.

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 Genesee County, the County Board established Genesee County Property Assessed Clean Energy Program pursuant to Act 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 Genesee County PACE district (which is coterminous with Genesee County's jurisdictional boundaries).

Genesee County, by resolution adopted September 10, 2014, stated its intention to establish a PACE district and utilize Levin Energy Partners, LLC as its PACE Administrator. By the same resolution, the Board set the Public Hearing required under Act 270 for September 17, 2014, notice of said hearing to be published in the Flint Journal no later than Sunday, September 14, 2014. Final adoption and establishment of the PACE Program is intended to occur at the Board's October 8, 2014, meeting.

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 Genesee County and the record owner; identification of an official authorized to enter into program contracts on behalf of Genesee County; a maximum aggregate amount for financing 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 the model Agreement based upon the specific energy efficiency and renewable energy improvements that are subject of the individual agreement, subject to the limitations set forth herein.

2. Authorized Official/PACE Administrator

The Genesee County Treasurer or her designee (the “Authorized Official”) is authorized to enter into PACE Program contracts on behalf of Genesee County. The Authorized Official will consult with Levin Energy Partners, LLC (“LEP”); such agreements shall conform to the parameters set forth herein. 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, subject to adherence to the PACE Program requirements detailed in this report.

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

3. Financing Parameters

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, subject to County Board approval. Genesee County will not provide financing for projects. Owner-arranged and other financing from commercial lenders, as allowed under Act 270, Section 9(1)(g)(iii), shall be the sources of financing for projects within Genesee County. LEP and the Authorized Official are authorized to assist PACE project applicants in obtaining owner-arranged financing.

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 A**. 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 B**.

5. Financing Terms of Assessments

The parties will negotiate the interest rate for PACE special assessment installments 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 assessment shall be negotiated on a project-specific basis between the property owner and the commercial lender based upon the specific energy efficiency improvement(s) and/or renewable energy system(s) included in the individual PACE Special Assessment Agreement, and approved by Genesee County.

6. Assessment Collection Process

Based upon the request of the Authorized Official, within the parameters set forth herein, they will determine to authorize 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 County Treasurer or her designee will find is especially benefited in proportion to the costs of the energy improvements.

The Special Assessment Roll, attached as **Appendix D**, will be spread by the Authorized Official on behalf of Genesee 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 Genesee 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 Genesee County will confirm the Special Assessment Roll.

7. Financing Program

LAGM is developing 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, Genesee County helps its constituent property owners gain access to private capital made available through the statewide program. Genesee County also authorizes the use of owner-arranged financing from commercial lenders to finance qualified energy projects under the Program.

8. 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.

9. 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.

10. Property Eligibility Parameters

As set forth in the PACE Special Assessment Agreement, energy projects shall generally not exceed 25% of two times the State Equalized Value, in the year prior to completion of the application; and the lien to value ratio of property cannot exceed 80% of two times the State Equalized Value, in the year prior to completion of the application (does not include energy assessment amount). LEP and the Authorized Official may permit projects that exceed these values for good cause on a case-by-case basis.

11. Mortgage Consent Requirement

As set forth in the PACE Special Assessment Agreement, if a property is subject to a mortgage then the record owner must obtain written consent from the mortgagee to participate in the Program. Proof of lender consent must be submitted with the PACE Program Application. A form of model lender consent to participate in a PACE Program is attached as **Appendix F**.

12. Marketing Program

LAGM has developed an ongoing marketing and participant education program. By joining LAGM, Genesee County gains access to this program and agrees to partner with LAGM in educating businesses in Genesee County about opportunities to save energy, save money and improve their property value and the County authorizes the use of Genesee 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 Genesee County's website at <http://www.gc4me.com/>.

13. Quality Assurance and Antifraud Measures

LAGM includes the following quality assurance and antifraud measures:

- i. Business integrity review;
- ii. Background check process; and
- iii. Other general due diligence as may be necessary or required.

14. 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.

15. 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 (1). Provisions to provide for ongoing measurements and to provide performance guarantees shall be included with the PACE Program Application.

16. Amendments to the Program

A public hearing shall not be required to amend this Program.

SPACE ABOVE FOR RECORDING PURPOSES _____

**PACE SPECIAL ASSESSMENT AGREEMENT
[OWNER-ARRANGED FINANCING]**

by and among

GENESEE COUNTY, MICHIGAN

and

and

Dated _____, 2014

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**PACE Special Assessment Agreement [Owner-Arranged Financing]
APPENDIX A**

**PACE SPECIAL ASSESSMENT AGREEMENT
[OWNER-ARRANGED FINANCING]**

THIS PACE SPECIAL ASSESSMENT AGREEMENT (this "Agreement") is made this ____ day of _____, 2014, by and among Genesee County, a Michigan county corporation ("Genesee County"), whose address is 900 S. Saginaw Street, Flint, Michigan 48502, _____ (the "Property Owner"), whose address is _____, and _____, a _____ company (the "Lender"), whose address is _____.

RECITALS:

A. Pursuant to Act 270 and a resolution adopted by the County Commission of Genesee County on _____, 2014, Genesee County has established the PACE Program as described in the PACE Program Report and has created the Special Assessment District under the PACE Program for the purpose, *inter alia*, of assisting a record owner of property within the Special Assessment District in obtaining Owner-Arranged Financing from a commercial lender to defray the costs of one or more Energy Projects on the property.

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

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

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

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

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

PACE Special Assessment Agreement [Owner-Arranged Financing]
APPENDIX A

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms used in this Agreement, including the Recitals hereto, shall have the following meanings, except to the extent the context in which they are used requires otherwise:

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

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

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

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

(e) **“Default Rate”** means the lesser of (i) ____% per annum and (ii) the maximum allowable rate of interest on the Special Assessment Roll under the laws of the State of Michigan.

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

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

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

(i) **“Force Majeure”** means unforeseeable events beyond a party’s reasonable control and without such party’s failure or negligence including, but not limited to, acts of God, acts of

PACE Special Assessment Agreement [Owner-Arranged Financing]
APPENDIX A

public or national enemy, acts of the federal government, fire, flood, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, and delays of contractors due to such causes, but only if the party seeking to claim Force Majeure takes reasonable actions necessary to avoid delays caused thereby.

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

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

(l) **“Lean & Green Michigan™”** shall mean a consortium of local units of government and private entities involved in facilitating property assessed clean energy program-financed transactions.

(m) **“LEP”** shall mean Levin Energy Partners, LLC, a Michigan limited liability company.

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

(o) **“Loan Documents”** means [describe operative loan agreement and related documents between Property Owner and Lender].

(p) **“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 Genesee County.

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

(r) **“PACE Program Report”** means the Lean & Green Michigan™ Pace Program Report approved by the County Council of Genesee County on June 25, 2012.

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

(t) **“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 Improvement includes a biomass stove but does not include an incinerator or digester.

PACE Special Assessment Agreement [Owner-Arranged Financing]
APPENDIX A

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

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

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

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

ARTICLE II
DESCRIPTION OF IMPROVEMENTS

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

ARTICLE III
COVENANTS OF THE PROPERTY OWNER

Section 3.01 Acquisition, Construction and Installation of Improvements. The Property Owner covenants and agrees to acquire, construct and install the Improvements as described in **Appendix G** on the Special Assessment Parcel described on **Appendix C** in full conformity with all applicable laws and regulations and in compliance with the PACE Program eligibility requirements set forth in **Appendix B**.

ARTICLE IV
PACE SPECIAL ASSESSMENT

Section 4.01 PACE Special Assessment Created.

(a) At the request of the Property Owner, Genesee County hereby determines to assist the Property Owner in obtaining the Loan to defray a portion of the cost of the Improvements on the Special Assessment Parcel by the levy of the Special Assessment upon the Special Assessment

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Parcel, which the Authorized Official on behalf of Genesee County finds is especially benefitted in proportion to the cost of the Improvements. The Special Assessment created hereby has been spread by the Authorized Official on behalf of Genesee County on the Special Assessment Roll attached hereto as **Appendix D** (the "Special Assessment Roll"), with the consent of the Property Owner, to allocate one hundred percent (100%) of the Special Assessment to the Special Assessment Parcel.

(b) The Special Assessment, as allocated by the Authorized Official with the consent of the Property Owner, is hereby finally established and levied against the Special Assessment Parcel as described on the attached **Appendix C** in the principal amount of _____ Dollars (\$_____) as stated on the Special Assessment Roll. The Special Assessment is effective immediately upon the execution and delivery of this Agreement by the Property Owner. The Special Assessment shall be paid by the Property Owner in [forty (40)] semi-annual installments on the dates and in the amounts set forth in the payment schedule attached hereto as **Appendix E** (the "Payment Schedule"). The Special Assessment Roll and the Payment Schedule are hereby confirmed by the Authorized Official on behalf of Genesee County. The unpaid amount of the Special Assessment Roll shall bear interest from the date of execution and delivery of this Agreement at the Applicable Interest Rate, as calculated by the Lender in accordance with the terms of the Loan Documents, payable semi-annually on each date on which any installment of the Special Assessment is due in accordance with the Payment Schedule. Notwithstanding the foregoing, (i) if any installment of the Special Assessment or any interest due and payable on the Special Assessment Roll is not paid by the Property Owner when and as the same shall become due and payable in accordance with the provisions of this Section 4.01 or (ii) any "event of default" under the Loan Documents has occurred and is continuing, the unpaid amount of the Special Assessment Roll shall bear interest at the Default Rate as calculated by the Lender in accordance with the terms of the Loan Documents, for long as such amounts remain unpaid or for so long as such "event of default" under the Loan Documents exists and is continuing. Genesee County, the Property Owner and the Lender agree that the Lender shall be solely responsible for the determination from time to time of the Applicable Interest Rate and the Default Rate and the amount of interest due and payable by the Property Owner on the Special Assessment Roll on each day on which interest thereon is due and payable as provided in this Agreement, and the Lender's determination thereof shall be binding on the Property Owner absent manifest error. The Property Owner and the Lender agree that Genesee County shall under no circumstance have any obligation to determine the Applicable Interest Rate or the Default Rate or to calculate the amount of any interest payment due on the Special Assessment Roll as provided in this Agreement, and Genesee County may conclusively rely upon the Lender's determinations thereof for the purpose of exercising and discharging all of Genesee County's rights and obligations under this Agreement. The Lender agrees to provide, or cause to be provided, notice to the Property Owner and Genesee County of the determinations of the Applicable Interest Rate and the Default Rate, as applicable, pursuant to this Section 4.01(b) at such times, and from time to time, as the Property Owner or Genesee County may request.

Section 4.02 Assignment of Special Assessment Payments to Lender. At the request of the Property Owner and the Lender, and pursuant to Section 9(f)(iii) of Act 270, Genesee County

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

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

(a) The Property Owner hereby irrevocably consents to and confirms the creation of the Special Assessment Roll and the levy of the Special Assessment established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING THE LEGALITY, VALIDITY OR COLLECTABILITY OF THE 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 Assessment Roll and the Payment Schedule, Genesee County's right to place the Special Assessment lien on the Special Assessment Parcel, the collectability and due dates of the Special Assessment installments and interest due and payable on the Special Assessment Roll, or any other theory or claim. The Property Owner further waives notice of hearing and the right to file objections if and to the extent such rights exist under the County ordinances or any special assessment ordinance of Genesee County.

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

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

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

(e) Genesee County agrees that following (i) payment by the Property Owner in full of the Special Assessment, together with all accrued interest on the Special Assessment Roll, and all other interest, charges and penalties which may accrue thereon, and (ii) receipt by Genesee County of written acknowledgment from the Lender that the Special Assessment, together with all accrued interest on the Special Assessment Roll, has been paid to the Lender in full, it will promptly execute and deliver documentation discharging the lien of the Special Assessment on the Special Assessment Parcel. Until the Special Assessment liability has been fully satisfied and the lien discharged, each purchaser of all or any part of the Special Assessment Parcel, as a condition of closing on such purchase, shall execute and deliver to Genesee County a written notice: (i) acknowledging the principal amount unpaid and outstanding on the Special Assessment; (ii) agreeing to the assumption of the liability to pay the Special Assessment on a timely basis, when due, until the remaining balance and interest on said Special Assessment has been paid in full; and (iii) acknowledging that the title insurance policy will state that the Special Assessment has not been paid at time of closing thereon.

Section 4.04 Lien. The Special Assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be and continue to be a lien upon the Special Assessment Parcel for the amount of the Special Assessment and all interest, charges and penalties that may accrue thereon. Such lien shall be of the same character and effect as liens created pursuant to the County ordinances of Genesee County for County taxes and shall be treated as such with respect to procedures for collection as set forth in the General Property Tax Act and the County ordinances of Genesee County, including accrued interest, charges and penalties. The Special Assessment confirmed hereby is a debt to Genesee County from the Property Owner and its successors in interest, lessees, purchasers and assigns. The right of Genesee County to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01, has

been assigned by Genesee County to the Lender in accordance with the provisions of Section 4.02 of this Agreement. No judgment or decree shall destroy or impair any lien of Genesee County upon the premises assessed for such amount of the Special Assessment as may have been equitably or lawfully charged and assessed thereon. Failure of the Property Owner or any subsequent property owner to receive any notice required to be sent under the provisions of the County ordinances or this Agreement shall not invalidate the Special Assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

Section 4.05 Payment Default.

(a) If any installment of the Special Assessment or interest due on the Special Assessment Roll shall not have been paid by the Property Owner to the Lender, as assignee of Genesee County, at the time and in the amount required by Section 4.01 hereof (a "Payment Default"), the Lender shall, within thirty (30) days following the date such sums were due and payable (the "Payment Default Date"), deliver written notice to Genesee County stating all of the following: (i) that a Payment Default has occurred under this Agreement; (ii) the Payment Default Date; (iii) the amount of the Special Assessment that was due and payable as of the Payment Default Date and which remains unpaid and the amount of interest on the Special Assessment Roll that was due and payable as of the Payment Default Date and which remains unpaid (collectively, the "Payment Default Amount"); and (iv) an attestation by an authorized officer of the Lender that the statements contained in the foregoing notice are true, correct and complete as of the date of such notice. Upon receipt of such notice from the Lender, Genesee County shall take such actions as may be required to cause the Payment Default Amount to be certified for collection on the summer or winter tax bill next succeeding the Payment Default Date, and such Payment Default Amount shall be collected at the same time and in the same manner as is prescribed for the collection of Genesee County taxes under the General Property Tax Act and the County ordinances of Genesee County. Notwithstanding the foregoing provisions of this Section 4.05(a), if Genesee County shall determine that the notice of the Lender described in this Section 4.05(a) was not received by Genesee County in sufficient time to permit the Payment Default Amount to be placed for collection on the summer or winter tax bill next succeeding the Payment Default Date, such Payment Default Amount shall be certified for collection on the next feasible summer or winter tax bill. Genesee County shall be entitled to conclusively rely upon any notice of the Lender delivered pursuant to this Section 4.05(a) as to the existence of a Payment Default and as to the Payment Default Amount, and shall not be liable to the Property Owner or to any other person for any action taken by Genesee County pursuant to the terms of this Agreement or otherwise in reliance upon the information contained in such notice. Absent receipt by Genesee County of written notice from the Lender of a Payment Default in accordance with this Section 4.05(a), Genesee County shall be entitled to presume conclusively that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Lender to the Property Owner when due as required by the terms of this Agreement, and Genesee County shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by Genesee County or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll.

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(b) Genesee County hereby agrees that, pursuant to the assignment set forth in Section 4.04, it will cause to be paid over to the Lender, without interest, all amounts received by the County Treasurer as collections of any Payment Default Amount that has been placed on any summer or winter tax bill in accordance with Section 4.05(a) hereof, and that has not been returned to the County Treasurer of the County of Genesee, Michigan as delinquent, within forty-five (45) days of the date such sums are received by the County Treasurer. The parties hereto expressly acknowledge and agree that in no event shall Genesee County advance to the Lender the amount of any unpaid Payment Default Amount, and Genesee County shall be obligated to pay over to the Lender only such sums as are actually received by the County Treasurer as collections of any Payment Default Amount that has been placed on a summer or winter tax bill as provided in this Section 4.05.

(c) If any Payment Default Amount included in a summer or winter tax bill in any year shall remain unpaid as of the last day of February of the following year (the "Delinquent Payment Amount"), Genesee County shall use its best efforts to return the Delinquent Payment Amount to the County Treasurer of the County of Genesee, Michigan for collection pursuant to the General Property Tax Act in the same manner and with like effect as returns by Genesee County of delinquent County taxes.

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

Section 4.06 Prepayment of Special Assessment. Subject to the provisions of the Loan Documents, the Property Owner may, upon [thirty (30)] days' written notice to the Lender and Genesee County, prepay any installment of the Special Assessment specified in the Payment Schedule by causing to be paid to the Lender the amount of the installment to be prepaid, together with accrued interest thereon to the date of prepayment. If such prepayment of any installment is not received by the Lender on the date specified for prepayment, the Lender shall promptly deliver written notice to Genesee County that such prepayment was not received by the Lender.

Section 4.07 Invalidity; Cure. In the event of any invalidity of the Special Assessment because of irregularity in the proceedings or the adjudgment of the Special Assessment as illegal by a court of competent jurisdiction, the Authorized Official, at the request of the Lender, and if Genesee County shall have received indemnity satisfactory to the Authorized Official for its costs and expenses (including reasonable attorneys' fees), may cause a new Special Assessment to be made for all or any part of the Improvements in accordance with Act 270 and the PACE Program as reasonably determined by the Authorized Official, and the Property Owner, on behalf of itself

and its successors in interest, lessees, purchasers, and assigns, hereby waives any objections to and agrees to the imposition of such new Special Assessment; *provided, however*, that the amount of the new Special Assessment shall not exceed the unpaid principal amount of the Loan at the time the new Special Assessment shall be established.

ARTICLE V
CONDITIONS PRECEDENT

Section 5.01 Conditions Precedent to Genesee County's Obligations.

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

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

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

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

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

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

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

(g) Genesee County shall have received an opinion of counsel to the Property Owner, acceptable in form and substance to Genesee County, as to the matters set forth in the representations of the Property Owner contained in subsections (a) through (d) of Section 6.02 hereof.

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

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

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties of Genesee County.

Genesee County represents and warrants to the Property Owner that:

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

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

Section 6.02 Representations and Warranties of the Property Owner.

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

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

(b) The execution and delivery of this Agreement will not result in a violation or default by the Property Owner of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order,

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judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject.

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

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

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

Section 6.03 Representations and Warranties of the Lender.

The Lender represents and warrants to Genesee County that:

(a) In connection with its business, the Lender holds an extensive portfolio of loans and investment securities. It has experience in the market for property assessed clean energy programs and assessments and is capable of evaluating the merits and risks of its participation in the Owner-Arranged Financing contemplated by this Agreement.

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

ARTICLE VII
DEFAULT

Section 7.01 Property Owner Event of Default. If the Property Owner shall default in the performance of any covenant or agreement on its part contained in this Agreement and such default shall continue for a period of thirty (30) days after written notice thereof has been given to the Property Owner by Genesee County, an "Event of Default" shall be deemed to have occurred under this Agreement.

Section 7.02 Remedies for Property Owner Event of Default. [Upon the occurrence of an Event of Default as provided in Section 7.01 hereof, Genesee 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 the Property Owner any damages incurred by Genesee County and any costs incurred by Genesee County in enforcing or attempting to enforce this Agreement or the Special Assessment, including attorneys' fees and expenses; or to foreclose on the Special Assessment Parcel and to sell all or any part of the Special Assessment Parcel to the extent necessary to recover any damages and costs; or any combination of the foregoing. Notwithstanding the foregoing, the parties hereto acknowledge and agree that Genesee County shall not be obligated to institute any of the actions or proceedings or to exercise any of the remedies authorized by this Section 7.02 upon the occurrence of an Event of Default hereunder, and that its obligations with respect to the billing, collection and enforcement of the Special Assessment or any installment thereon shall be limited to those obligations set forth in Article IV of this Agreement. The Lender acknowledges that neither the Special Assessment nor any installment thereon can be accelerated, and that no additional costs, other than the costs of the Improvements, are included in the amount of the Special Assessment levied against the Special Assessment Parcel pursuant to the terms of this Agreement.]

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

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

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

**ARTICLE VIII
MISCELLANEOUS**

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

Section 8.02 Assignment.

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

(b) The Lender and its successors and assigns may assign its rights in this Agreement and in the Special Assessment, in whole but not in part; *provided, however*, that any such assignment shall be made only in accordance with applicable law (including, without limitation, any applicable federal or state securities laws); *and provided further, however*, that no such assignment shall be effective unless Genesee County and the Property Owner shall have first received (i) notice of the assignment disclosing the name and the address of the assignee, which shall be an address in the United States, (ii) an agreement executed by the assignee, in form and substance acceptable to Genesee County, evidencing the assignee's agreement to be bound by the agreements made by the Lender hereunder, and (iii) a certificate executed by the assignee, in form and substance acceptable to Genesee County, confirming the representations and warranties set forth in Section 6.03 hereof as to the assignee. Any costs or fees (including reasonable attorneys' fees) incurred by Genesee County in connection with any assignment made pursuant to this Section 8.02 shall be paid to Genesee County by the Lender or its assignee as a condition to the effectiveness of the assignment. From and after the date of satisfaction of the conditions for the assignment of this Agreement as provided in this Section 8.02(b), the assignee of the Lender shall be a party hereto and shall have the rights and obligations of the Lender specified hereunder, and such assignee shall be deemed to be the "Lender" for all purposes of this Agreement.

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

If to the County:

Genesee County
900 S. Saginaw Street,
Flint, MI 48502
Attn: [TITLE OF AUTHORIZED OFFICIAL]

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With a copy to: Genesee County
900 S. Saginaw Street
Flint, MI 48502
Attn: [insert title of authorized official]

If to the Property Owner: _____

Attn: _____

With a copy to: The Lender

If to the Lender: _____

Attn: _____

or to such other address as such party may specify by written notice to the other parties hereto.

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

Section 8.05 Entire Agreement. This Agreement 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 8.06 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

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

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

Section 8.09 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement. Each party to this Agreement

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shall exercise reasonable diligence in reviewing, approving, executing and delivering all documents necessary to accomplish the purposes and intent of this Agreement. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the financing arrangements are satisfied.

Section 8.10 Binding Effect. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

Witnessed:

By: _____

Signature of:

Its:

Witnessed:

By: _____
Its: [TITLE OF AUTHORIZED OFF.]

Signature of:

By: _____
Its: County Clerk

Signature of:

Signature of:

Witnessed:

Signature of:

By: _____

Its:

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State of Michigan)
) ss
County of Genesee)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ the Authorized Signatory of _____ on behalf of _____.

Notary Public
_____ County, Michigan
My commission expires _____

State of Michigan)
) ss
County of Genesee)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by John J. Gleason, the County Clerk of Genesee County, and [insert name of authorized official], the [insert title of authorized official] of Genesee County, on behalf of Genesee County.

Notary Public
_____ County, Michigan
My commission expires _____

State of _____)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ the Authorized Signatory of _____, on behalf of _____.

Notary Public
_____ County, _____
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 Genesee 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 Genesee 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 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 of LEP and the Authorized Official. 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).

**PACE Program Application
APPENDIX B**

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, financial and logistical arrangements 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. Genesee 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 County Commission; 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 Genesee County PACE Program
c/o Levin Energy Partners, LLC
6895 Telegraph Road
Bloomfield Hills, MI 48301

PACE Program Application
APPENDIX B

Applications and attachments may also be e-mailed to the Program Administrator through the webpage www.leanandgreenmi.com. For questions regarding the status of your application please contact the Program Administrator at 248.808.1420.

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 #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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	\$ _____	

The lien to value ratio (*including* the mortgage, if any, and *excluding* the requested financing amount) cannot exceed 80% of two times the State Equalized Value.

☐ 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 \$ _____

The lien to value ratio (*including* the mortgage, if any, and *excluding* the requested financing amount) cannot exceed 80% of two times the State Equalized Value.

The assessment to assessed value ratio cannot exceed 25% of two times the State Equalized Value without written approval of LEP and the Authorized Official.

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 measurement 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 Genesee 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 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 of LEP and the Authorized Official. 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.

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

Parcel

APPENDIX D

APPENDIX D

**PACE 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]

PAYMENT SCHEDULE*

Date of
Principal
Installment

Amount of
Principal
Installment

[*This schedule includes principal of the Special Assessment only. Interest will be calculated as set forth in the Loan Documents and Genesee County is entitled to conclusively rely on the amount due on each payment date as determined by the Lender in accordance with this Agreement.]

**Lender Consent and Acknowledgement
APPENDIX G**

APPENDIX G

**LENDER CONSENT AND ACKNOWLEDGEMENT OF OWNER PARTICIPATION IN
GENESEE COUNTY, 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 Genesee County in the State of Michigan.

Recitals

A. Pursuant to Public Act No. 270 of 2010, Genesee County established Genesee County Property Assessed Clean Energy ("PACE") Program on _____, 2014, 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 C** 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 __, Genesee 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 Register of Deeds for Genesee 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 Genesee 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 Genesee County PACE Program.

Name of Lender: _____

Date: _____

¹ If property being improved has no mortgage, please submit documentation demonstrating such.

Lender Consent and Acknowledgement
APPENDIX G

By: _____

Title: _____

[illegible]

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]

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken August 27, 2014, by the Governmental Operations Committee of this Board approving the request by the Sheriff to authorize the submission of an application to the Office of Highway Safety Planning for a FY2014-15 Secondary Road Patrol grant in the amount of \$450,322.00, and that the execution of the grant application by the Board Chairperson and the Controller on behalf of Genesee County is also ratified (a copy of the memorandum request dated August 26, 2014, and supporting documentation being on file with the official records of the August 27, 2014, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G082714VIIF
ACT:ms
09-08-14
09-10-G05

G05

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Controller to approve the Kronos Time and Attendance Policy, a copy of which is attached to this resolution, is approved (the memorandum request dated August 8, 2014, and Policy being on file with the official records of the August 13, 2014, meeting of the Governmental Operations Committee of this Board).

BE IT FURTHER RESOLVED that the Human Resources Director is directed to provide a copy of the Kronos Time and Attendance Policy to all County Departments.

GOVERNMENTAL OPERATIONS COMMITTEE

G081314VIH
CDB:ms
09-09-14
09-10-G06

G06

Kronos Time and Attendance Policy

Genesee County is in the process of converting to a web-based electronic time keeping system, Kronos. Upon implementation of the Kronos system throughout the various county locations, the guidelines of this policy shall apply. The Kronos system will coordinate with the County's payroll system to ensure employees are paid according to applicable laws and collective bargaining agreements.

It is expected all Genesee County employees will use Kronos with the exception of elected officials and Department Heads appointed by the Board of Commissioners.

Methods

The mandatory method for clocking in at the start of a shift and clocking out at the end of a shift is the utilization of the biometric scanners located near entrances.

The quick-punch time stamp or biometric scanners may be utilized when clocking in and out for lunch periods. The quick-punch is registered when the employee enters their user name and password into the time stamp link on the Kronos website.

In the event an employee is not able to clock in/out utilizing the methods described, they are to discuss further options with their Supervisor who will consult with Payroll.

Supervisor Responsibility

It is the responsibility of the Supervisor to ensure that electronic timecards of employees under their supervision are accurate. It is also incumbent upon the Supervisor that employees perform no work before or after their scheduled work hours. Additionally, each employee must be assigned a schedule in Kronos by the Supervisor.

All edits or changes to an employee's timecard in Kronos must include an explanation in the 'comment' option provided in Kronos to document the reason for the change. Any changes or edits made to an employee's timecard should be made known to the employee at the time of the change and should follow the appropriate collective bargaining agreement, personnel policy manual guidelines and/or applicable statutory requirements related to earned wages.

Any time an employee clocks outside his/her assigned schedule, it should be discussed with the employee. If it is determined the employee was not performing work during that time, the Supervisor must make the necessary changes in Kronos to reflect the time actually worked. A 'comment' must be included when a punch is changed. If an employee notifies his/her Supervisor that he/she has worked beyond the regular schedule, but has clocked in/out within 15 minutes before/after the scheduled shift (see

Employee Schedule section), the Supervisor will modify the schedule to reflect actual time worked, if it is determined the employee was working.

Time worked outside of an employee's assigned schedule is to be pre-approved. The Supervisor is responsible for addressing such instances with employees.

Employee Responsibility

It is the responsibility of each employee to report his/her time worked, lunch periods and/or time off accurately and completely for each pay period. Any falsification or misrepresentation of time and attendance will result in disciplinary action up to and including termination.

- Employees are expected to be at their designated work stations at the start and end of their shift.
- Employees will be required to utilize the biometric scan method to clock in/out at the beginning and end of their scheduled shift.
- Employees will be required to utilize the biometric scan method to clock in/out for any absences during the day other than lunch.
- The quick-punch time stamp or biometric scanners may be utilized when clocking in and out for lunch periods.
- Employees should not clock in/out for their paid 15 minute breaks.

It is the employee's responsibility to obtain his/her Supervisor's approval for any time worked outside of his/her scheduled shift.

Employee Schedule

Employees will be allowed to clock in no more than 15 minutes before the start of their scheduled shift. Employees will also have 15 minutes after the end of their scheduled shift to clock out. Kronos will recognize the scheduled start and end time, for payment purposes, when an employee clocks in/out no more than 15 minutes before and after the scheduled shift.

It is to be understood, the 15 minutes is to allow employees ample time to be prepared to begin and end their shift. Employees are not permitted to perform any work for the employer(s) during the 15 minutes before and after the scheduled shift regardless of whether they have clocked in/out, unless pre-approved by the employee's Supervisor.

If work is performed during the 15 minute periods before and after the scheduled shift, it must be pre-approved by the Supervisor. The Supervisor must then edit the timecard in Kronos to document time worked.

Employees should not clock back in from lunch early thereby creating overtime, unless approved by their Supervisor and the employee is actually performing work.

Rounding

For a punch in/out during the day other than the 15 minutes before and after the scheduled shift, Kronos will round by the tenth of an hour as indicated in the table below.

Minutes from:	Kronos Rounds to:	Or the Equivalent of:
0 to 3	0 minutes	0 tenths of an hour
4 to 9	6 minutes	1/10th of an hour
10 to 15	12 minutes	2/10ths of an hour
16 to 21	18 minutes	3/10ths of an hour
22 to 27	24 minutes	4/10ths of an hour
28 to 33	30 minutes	5/10ths of an hour
34 to 39	36 minutes	6/10ths of an hour
40 to 45	42 minutes	7/10ths of an hour
46 to 51	48 minutes	8/10ths of an hour
52 to 57	54 minutes	9/10ths of an hour
58 to 63	60 minutes	1 hour

Employee Acknowledgement

I understand and acknowledge that I am not permitted to perform any work for the Employer(s) before the start of my shift and after the end of my shift and lunch without the express permission of my supervisor, regardless of whether I have clocked in or out.

Employee Signature

Date

Supervisor Signature

Date

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Executive Director of the Genesee County Community Action Resource Department to approve Head Start Food Service Contracts with the Atherton, Clio, Davison, Fenton, Flushing, Genesee, Grand Blanc, Kearsley, Lake Fenton, Lakeville, Linden, Montrose, Mt. Morris, and Swartz Creek School Districts is approved, and that the Executive Director is authorized to execute the contracts on behalf of Genesee County (a copy of the memorandum request dated August 20, 2014, and supporting documentation being on file with the official records of the August 20, 2014, meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H082014VIIA2

ACT:ms

08-21-14

09-10-H01

H01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Executive Director of the Genesee County Community Action Resource Department to approve the Head Start Food Service Contract with the Beecher School District is approved, and that the Chairperson of this Board and the Executive Director are authorized to execute the contract on behalf of Genesee County (a copy of the memorandum request dated August 20, 2014, and supporting documentation being on file with the official records of the August 20, 2014, meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H082014VIIA3

ACT:ms

08-21-14

09-10-H02

H02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby grants the request by the Executive Director of the Genesee County Community Action Resource Department to authorize the submission on behalf of Genesee County of a Head Start food proposal to the Michigan Department of Education, Child and Adult Care Food Program, in the amount of \$555,906.84, to fund student meals during the 2014-2015 school year (a copy of the memorandum request dated August 20, 2014, and supporting documentation being on file with the official records of the August 20, 2014, meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H082014VIIA4
ACT:ms
08-21-14
09-10-H03

H03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby grants the request by the Executive Director of the Genesee County Community Action Resource Department to authorize the acceptance of an Early Learning Enhancement Grant award in the amount of \$499,590 from the Michigan Department of Education for the purpose of extending Head Start preschool programming, and that the Chairperson is authorized to execute the grant agreement on behalf of Genesee County (a copy of the memorandum request dated August 20, 2014, and supporting documentation being on file with the official records of the August 20, 2014, meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H082014VIIA5
ACT:ms
08-21-14
09-10-H04

H04

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Health Officer to approve the Amendment to the Professional Services Contract with Bendle Public Schools for the provision of a WIC Supplemental Food and Nutrition Education Program at the Bendle Health Center, at a cost of \$25,368, funded through Account No. 221.00.00.620.23185, is approved, and that the Chairperson of this Board is authorized to execute the contract amendment on behalf of Genesee County (a copy of the memorandum request dated August 12, 2014, and supporting documentation being on file with the official records of the August 20, 2014, meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H082014VIIB1
ACT:ms
08-21-14
09-10-H05

H05

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby authorizes the Health Department to conduct an Immunization Program for the benefit of County employees (a copy of the memorandum request dated August 20, 2014, and supporting documentation being on file with the official records of the August 20, 2014, meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H082014VIIC1
ACT:ms
08-21-14
09-10-H06

H06

14-391

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED that this Board of Commissioners of Genesee County, Michigan, authorizes Health Department employees Bonnie Childs and Kim VanSlyke to attend the Michigan Family Planning Program Annual Meeting in Holland, Michigan, September 23 - 25, 2014, at a total cost not to exceed \$770.00, funded through Account No. 6125-46495 (a copy of the memorandum request dated August 20, 2014, and supporting documentation being on file with the official records of the August 20, 2014, meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H082014VIIC2
ACT:ms
08-21-14
09-10-H07

H07

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County,
Michigan, that the request by the Director of the Genesee County Office of Senior
Services to approve the following line item adjustments to senior center budgets is
approved:

Carman-Ainsworth Senior Center: Transfer \$9,962 from Administration to
Operations;

Thetford Senior Center: Transfer \$900 from Postage to
Equipment;

Krapohl Senior Center: Reduce Administration by \$8,226,
increase Operations by \$7,377, and
increase Equipment by \$849; and

Montrose Senior Center: Reduce Administration by \$6,020.39,
Reduce Programming by \$3,140, and
Increase Operations by \$9,160.39.

(a copy of the memorandum request dated August 12, 2014, and supporting
documentation being on file with the official records of the August 20, 2014, meeting of
the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H082014VIIC3
ACT:ms
08-21-14
09-10-H08

H08

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the requests by the Senior Services Director to approve the recommended 2014-15 Senior Millage Budget as provided in the attachments to this resolution, the Senior Center contract awards, and the Service Provider contract awards, as designated below, are approved, and the Chairperson of this Board is authorized to sign the various contracts on behalf of Genesee County:

Senior Center Awards:

Brennan	\$113,826
Burton	\$170,255
Carman-Ainsworth	\$170,255
Davison-Richfield	\$170,255
Eastside	\$170,255
Flushing	\$170,255
Forest Township	\$113,826
Grand Blanc	\$170,255
Hasselbring	\$113,826
Krapohl	\$170,255
Loose	\$170,255
Montrose	\$113,826
Swartz Creek	\$170,255
Thetford	\$113,826
Carry Over:	
Grand Blanc	\$3,000
(Health Insurance Reimbursement)	
Swartz Creek	\$4,050
(Annual Audit)	

Service Provider Awards:

Alzheimer's Association	\$286,553
Case Management and Referral Services	
Family Service Agency	\$124,200
Guardianship / Conservatorship	
Family Service Agency	\$808,850
In-Home Personal Care	
GCCARD	\$265,893
Congregate Meals (Subcontract with Jewish Community Services – Congregate & Home Delivered Meals)	
GCCARD	\$1,239,203
Home Delivered Meals	
Genesee County Probate Court	\$85,847
Audits	
Genesee County Prosecutor	\$53,200
Prosecuting Services for EAP Program	
Genesee County Sheriff	\$248,314
Elder Abuse and Exploitation Prevention	
Legal Services of Eastern Michigan	\$82,500
Legal Services and Assistance	
Michigan Community Services, Inc.	\$161,092
Respite Services	
Michigan Community Services, Inc.	\$181,290
Adult Day Care	
Senior Project Fresh	\$30,480
State of Michigan	
Specialized Grants	\$5,000
Miscellaneous	
Valley Area Agency on Aging	\$11,000
Meal Audits	

BE IT FURTHER RESOLVED, that the request by the Senior Services Director to approve the 2014-15 Senior Millage funded contracts between Genesee County and various Senior Centers and Service Providers, as described above, said contracts to conform to the templates on file with the memoranda requests dated August 12, 2014, being on file with the official records of the August 20, 2014, meeting

of the Human Services Committee of this Board, are approved, and the Chairperson of this Board is authorized to sign the various contracts on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H082014VIIC4

ACT:ms

08-21-14

09-10-H09

H09

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken August 20, 2014, by the Human Services Committee of this Board approving the request by the Director of the Office of Senior Services to authorize the Commissioners serving on the Senior Citizen Services Advisory Committee (Commissioners Pegge Adams, Ted Henry, Brenda Clack, and John Northrup) to conduct a contract compliance review of the Brennan Senior Center and to authorize implementation of necessary action by the Senior Services Director as determined by the findings of the compliance review, up to and including probation (a copy of the memorandum request dated August 14, 2014, and supporting documentation being on file with the official records of the August 20, 2014, meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H082014VIIC5
ACT:ms
08-21-14
09-10-H10

H10

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee Valley Regional Center to approve the medical services contract with Dr. Larry Kage, D. O., in the amount not to exceed \$30,000.00 annually, is approved, and that the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County (a copy of the memorandum request dated August 20, 2014, and supporting documentation being on file with the official records of the August 27, 2014, meeting of the Public Works Committee of this Board).

PUBLIC WORKS COMMITTEE

P082714VIA
ACT:ms
09-08-14
09-10-P01

P01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County,
Michigan, hereby designates the following qualified surveyors as members of the
Genesee County Remonumentation Peer Review Committee:

Paul N. Brown	(33134)	Rowe Professional Services Company
Kevin Cleaver	(29242)	Fleis & VandenBrink Engineer, Inc.
David Kenney	(39083)	Kraft Engineering & Surveying, Inc.
James Kovas	(33138)	Wade Trim
Greg McArdle	(46678)	Meridian Land Surveying
Mark Powell	(44298)	Powell Land Surveying

(a copy of the memorandum request dated August 27, 2014, and supporting
documentation being on file with the official records of the August 27, 2014, meeting of
the Public Works Committee of this Board).

PUBLIC WORKS COMMITTEE

P082714VIB
ACT:ms
09-08-14
09-10-P02

P02