

WASHTENAW COUNTY BOARD OF COMMISSIONERS

Wednesday, July 18, 2001

RECORD OF PROCEEDINGS

An adjourned session of the Washtenaw County Board of Commissioners was held at the Administration Building, in the City of Ann Arbor, Michigan, on Wednesday, July 18, 2001.

The meeting was called to order at 9:55 p.m. by Chair Shaw.

MEMBERS PRESENT: Comms. Armentrout, Bergman, Craiger, DeLong, Gunn, Irwin, Kern, Kestenbaum,

Montague, Peterson, Prater, Shaw, Solowczuk, Yekulis.

MEMBERS ABSENT: Comm. Sizemore.

OTHERS PRESENT: Bob Guenzel, County Administrator; Curtis Hedger, Corporation Counsel; Peter

Ballios, Gordon Burger, Andrea Dunathan, Finance; Verna McDaniel, Diane Buisch, Human Resources; David Behen, Amy Klinke, Administration; Ellen Clement, Public Health; Mark Roby, Planning; Dan Myers, Public Works; Joe DeGraff, Community Corrections; Scott Cannell, Trial Court; Linda Edwards Brown, Friend of the Court; Judge Nancy C. Francis; John Axe, Consultant; Barbara King, Deputy Clerk; various

citizens; and members of the press.

Pledge of Allegiance

Approval of the Minutes of the Previous Meeting

Comm. Gunn seconded by Comm. Prater moved that the minutes of the June 20, 2001, Board of Commissioners meeting be approved. Motion carried.

Citizen Participation

None.

Commissioner Follow-Up to Citizen Participation

None.

Communications

Comm. Yekulis seconded by Comm. Bergman moved that the communications be received and dealt with as recommended. Motion carried.

R-0147 RECEIVED: June 11, 2001. Prelist Survey of Special Districts, 2002 Census of Governments, received from the U.S. Census Bureau. Received and filed; copy to Planning.

R-0148 RECEIVED: June 13, 2001. Copy of letter to Ms. Stephanie Krupp, P/M Krupp Technologies, from Dennis Platte, Executive Secretary, State Tax Commission, Michigan Department of Treasury, dated June 5, 2001, re: Industrial Facility Exemption Certificate. Received and filed.

- R-0149 RECEIVED: June 13, 2001. Memorandum to County Administrators, Controllers, and Board Secretaries from Timothy K. McGuire, MAX Executive Director, dated June 10, 2001, re: Important Telecommunications Survey. Received and filed; copy to Administration.
- R-0150 RECEIVED: June 18, 2001. Copy of letter to Ellis-Don Michigan, Inc. from Kristie Bailey, Administration Assistant, Masonpro, dated June 15, 2001, re: Washtenaw County Juvenile Center. Received and filed, copy to Purchasing and Facilities.
- R-0151 RECEIVED: June 18, 2001. Letter to Washtenaw County Board of Commissioners from Bridget Looby, New Construction Sales, Group Electric, dated June 15, 2001, re: Washtenaw Juvenile Detention and Day Treatment Center. Received and filed; copy to Purchasing and Facilities.
- R-0152 RECEIVED: June 19, 2001. Copy of memorandum to Peggy Haines from Lynn Dean Taylor, dated June 19, 2001, re: Ford Lake Environmental Protection Group. Received and filed; copy to Administration, Drain, and each Commissioner.
- R-0153 RECEIVED: June 25, 2001. Letter to Suzanne Shaw, Chair, from Steven M. Puuri, P.E., Deputy Managing Director, County Highway Engineer, Board of Washtenaw County Road Commissioners, dated June 18, 2001, re: Revisions in County Road Standards. Received and filed.
- R-0154 RECEIVED: June 25, 2001. Resolution adopted by the Crawford County Board of Commissioners on June 20, 2001, re: Public Enrichment Foundation's Free Book Program. Received and filed.
- R-0155 RECEIVED: June 27, 2001. Memorandum from Kathleen M. Hakes, Manchester Township Clerk, dated June 26, 2001, re: Police Services. Received and filed; copy to Sheriff, Administration, Corporation Counsel, and Finance.
- R-0156 RECEIVED: June 29, 2001. Memorandum to County Register of Deeds, et al, from Richard L. Baldermann, CPA, CGFM Administrator, Local Audit and Finance Division, Michigan Department of Treasury, dated June 22, 2001, re: New Fee Schedule under Public Act 348 of 2000. Received and filed; copy to Finance and Clerk.
- R-0157 RECEIVED: June 29, 2001. Memorandum to Suzanne Shaw, Chair, from Jerry Griffin, Legislative Coordinator, MAC, dated June 25, 2001, re: Ameritech. Received and filed; copy to Administration and ITS.
- R-0158 RECEIVED: June 29, 2001. Memorandum from Mark A. Hilpert, Chairperson and Dennis W. Platte, Secretary, Michigan State Tax Commission, Department of Treasury, dated May 29, 2001, re: Certification of valuations of the several counties in the State of Michigan as equalized by the State Tax Commission. Received and filed; copy to Equalization, Clerk, and Finance.
- R-0159 RECEIVED: June 28, 2001. Letter to Story Pole Reader from Masonry Institute of Michigan, Inc, re: Request for decision on receiving the Story Pole. Received and filed; copy to Administration.
- R-0160 RECEIVED: June 29, 2001. Memorandum to Bob Guenzel from Kirk A. Profit, dated June 29, 2001, re: Examples of Assistance to Local Communities. Received and filed; copy to each Commissioner.
- R-0161 RECEIVED: July 3, 2001. Notice of Change of Address for Liberty Bond Services. Received and filed; copy to Purchasing.
- R-0162 RECEIVED: July 5, 2001. Letter to Local Partners from Tricia Tucciarone, Assistant Vice President of Community Relations, Michigan Economic Development Corporation, dated June 25, 2001, re: "Smart Tech Agenda for Michigan". Received and filed.
- R-0163 RECEIVED: July 5, 2001. Letter to Michigan Association of Counties Members from Theodore A. Pych, Director of Service Corporation, Michigan Association of Counties, dated June 13, 2001, re: MAC Bankcard Program. Received and filed.
- R-1064 RECEIVED: July 5, 2001. Resolution from the Menominee County Board of Commissioners adopted on June 25, 2001, re: Reapportionment of County Commissioners. Received and filed.

R-0165 RECEIVED: July 5, 2001. Letter to Chairpers on from Edward B. Rebman, McCartney & Company, P.C., dated June 27, 2001, re: Annual Account for the Washtenaw County 9-1-1 Service District. Received and filed; copy to Finance.

R-0166 RECEIVED: July 9, 2001. Letter to Commissioner Shaw from Robert Heuhl, dated July 5, 2001, re: Thanks for support of Washtenaw County 4-H Fair. Received and filed.

Report of the Chair of the Board

01-0129 Comm. Bergman seconded by Comm. Gunn moved that the resolution commending the Emergency Management Department and affiliates on the dedicated work in getting Washtenaw County prepared to receive the StormReady Designation, be adopted. Approved by voice vote.

01-0130 Comm. Bergman seconded by Comm. Gunn moved that the resolution proclaiming July 9th through 13th 2001 as the 75th Annual Session Eastern Progressive Baptist District Association of Detroit and Vicinity of Michigan Days in Washtenaw County, be adopted. Approved by voice vote.

Special Order of Business

Public Hearing to consider the creation of an Economic Development Corporation for Washtenaw County

Chair Shaw opened the Public Hearing to consider the creation of an Economic Development Corporation for Washtenaw County.

Jim Mogenson addressed the Board and suggested that some policies need to be put in place to determine where economic development will occur.

Susan Lackey thanked the Board for considering the creation of an Economic Development Corporation.

With no one else wishing to speak, Chair closed the Public Hearing.

Reports of Standing Committees

Comm. Armentrout seconded by Comm. Peterson moved that the minutes of the Agenda Meeting dated June 14, 2001, the Ways & Means Committee dated June 20, 2001, and the Board Working Session dated June 21, 2001, be approved. Motion carried. (Complete reports on file in the County Clerk/Register's Office).

Reports of Special Committees

Comm. Armentrout seconded by Comm. Peterson moved that the following reports be received: Building Authority dated May 1, 2001, Board Leadership Meeting dated June 14, 2001, Washtenaw County/City of Ann Arbor Community Corrections Advisory Board dated April 10 and May 8, 2001, Employees' Retirement Commission dated May 23, 2001, Metropolitan Planning Commission dated June 14, 2001, Michigan Township Association dated May 31, 2001, Money Purchase Pension Plan dated May 17, 2001, Road Commission dared May 22 and June 5, 2001, Statutory Drainage Board dated April 17, 2001, VEBA Board of Trustees dated June 13, 2001. Motion carried. (Complete reports are on file in the County Clerk/Register's Office.)

Other Reports

Comm. Armentrout seconded by Comm. Peterson moved that the Juvenile Center of the Unified Trial Court-FIA & SCAO Audits be accepted. Motion carried. (Complete report on file in the Clerk/Register's Office).

Report of the Treasurer

Comm. Armentrout seconded by Comm. Peterson moved that the Cash Position of Washtenaw County as of June 30, 2001, be accepted. Motion carried. (Complete report on file in the Clerk/Register's Office.)

Report from the County Administrator

Resolutions

Appointments

01-0131 Comm. Armentrout seconded by Comm. Peterson moved that the resolution appointing David Haltman as the Civil Defense/Emergency Management representative to the Local Emergency Planning Committee for the remainder of a term expiring December 31, 2001, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.

Ways & Means Committee - June 20, 2001

- **01-0132** Comm. Armentrout seconded by Comm. Peterson moved that the resolution ratifying the Chair of the Board's signature on the Fiscal Year (FY) 2001 Welfare-to-Work (W-t-W) Plan to the Michigan Department of Career Development for the period of October 1, 200, through September 30, 2001, in the amount of \$142,519 for the Employment Training and Community Services Group; authorizing the Administrator to sign the Notice of Grant Award; approving the budget; authorizing the Administrator to sign delegate contracts, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.
- **01-0133** Comm. Armentrout seconded by Comm. Peterson moved that the resolution ratifying the County Administrator's signature on the application to the U.S. Department of Agriculture (USDA) for the Employment Training and Community Services (ETCS) Group's Summer Food Program for Children in the amount of \$139,318 for the period of June 11, 2001, through August 18, 2001; authorizing the Administrator to sign the Notice of Grant Award; amending the budget and authorizing the County Administrator to sign delegate service contracts, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.
- **01-0134** Comm. Armentrout seconded by Comm. Peterson moved that the resolution ratifying the Administrator's signature on the Grant Application to the Michigan Department of Environmental Quality for an Energy Efficiency and Lamp Recovery Program in the amount of \$191,244 for the period of October 1, 2001 October 1, 2003; authorizing the Administrator to sign the Notice of Grant Award; amending the budget, and authorizing the Administrator to sign delegate contracts, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.
- **01-0135** Comm. Armentrout seconded by Comm. Peterson moved that the resolution directing the Board of Public Works to undertake a Wastewater collection system for the Townships of Lyndon, Unadilla, and Putnam, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.
- **01-0136** Comm. Armentrout seconded by Comm. Peterson moved that the resolution directing the Board of Public Works to undertake a Wastewater System for the Township of Sylvan, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.
- **01-0137** Comm. Armentrout seconded by Comm. Peterson moved that the resolution approving the contract with the Township of Sylvan for the Sylvan Township Water System and the contract with Sylvan Township for the Sylvan Township Wastewater System, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.
- **01-0138** Comm. Armentrout seconded by Comm. Peterson moved that the resolution approving the Bond resolution for Sylvan Township, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.
- **01-0139** Comm. Armentrout seconded by Comm. Peterson moved that the resolution approving the Request for Proposal (RFP) guidelines and timeframe for Washtenaw County Human Services & Children's Well-Being Funding, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.
- **01-0140** Comm. Armentrout seconded by Comm. Peterson moved that the resolution to amend the budget to reflect the annual Federal Funding Allocation to the Home Consortium and authorizing the creation of a Management Analyst I/II position (grade 27/29, Group 32) in the Community Development Program of the Metropolitan Planning Commission, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.
- **01-0141** Comm. Armentrout seconded by Comm. Peterson moved that the resolution creating one (.50 FTE) Nutrition Assistant, one (.50 FTE) Bus Aide, one (.50 FTE) Child Development Assistant, one (.25 FTE) Child Development Assistant, one (.50) FTE Child Development Professional, one (1.0 FTE) Child Development Professional, and eliminating seven (7.0 FTE) Family Service Assistants, two (2.0 FTE) Home Visitors, three (3.0

FTE) Family/Child Development Specialists, one (1.0 FTE) Family Resource Assistant, and one (1.0 FTE) Master Teacher, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.

01-0142 Comm. Armentrout seconded by Comm. Peterson moved that the resolution ratifying the County Administrator's signature on the application to the Health Resources and Services Administration (HRSA) Community Access program (CAP) for the Enhanced Health Service Delivery for Washtenaw County's Underinsured in the amount of \$792,079 for the period of October 1, 2001, through September 30, 2002; authorizing the Administrator to sign the Notice of Grant Award; amending the budget, and authorizing the Administrator to sign delegate contracts, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.

01-0143 Comm. Armentrout seconded by Comm. Peterson moved that the resolution ratifying the signature of the Administrator on the agreement with the Michigan Department of Community Health, for Indigent health Care Planning Grant in the amount of \$50,000 for the period of May 15, 2001, through September 14, 201; amending the budget, and authorizing the Administrator to sign delegate contracts, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.

Ways & Means Committee - July 18, 2001

01-0144 Comm. Armentrout seconded by Comm. Peterson moved that the ratifying the signature of the Administrator on the Washtenaw County/City of Ann Arbor Community Corrections Comprehensive application for funding through the State of Michigan, Department of Corrections/Office of Community Corrections for FY 2001/02, in the amount of \$1,123,587 for the period October 1, 2001, through September 30, 2002; authorizing the County Administrator to sign the Notice of Grant Award; amending the budget, and authorizing the Administrator to sign the delegate contracts, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.

Approval of Claims

01-0145 Comm. Armentrout seconded by Comm. Peterson moved that the resolution authorizing payment of claims commencing with the last previously approved claim and continuing through the date of June 8, 2001, be adopted. Roll call vote: YEAS: 14. NAYS: 0. ABSENT: 1 (Sizemore). Motion carried.

		UTILITIES/	EXCEPTION &	
FUND/COMPANY	SYSTEM CHECKS	CREDIT CARD	PRE-CLAIMS	TOTAL
1010 GENERAL FUND	\$3,793.24	\$50,815.72	\$0.00	\$54,608.96
1100 GYPSY MOTH SUPPRESSION	\$0.00	\$0.00	\$0.00	\$0.00
1110 CHILDRENS SERVICES GRANTS-COOP	\$0.00	\$0.00	\$0.00	\$0.00
1310 OPERATION NIGHT CAP	\$0.00	\$0.00	\$0.00	\$0.00
1320 COMMUNITY POLICING ENHANCEMENT	\$0.00	\$0.00	\$0.00	\$0.00
1330 MDSS REINTEGRATION SERV.	\$0.00	\$0.00	\$0.00	\$0.00
1340I-94 SHORE TO SHORE	\$0.00	\$0.00	\$0.00	\$0.00
1400 SHERIFF ROAD PATROL	\$0.00	\$0.00	\$0.00	\$0.00
1412L.A.W.N.E.T.	\$0.00	\$0.00	\$0.00	\$0.00
1414L.A.W.N.E.T. HIDTA GRANT	\$0.00	\$0.00	\$0.00	\$0.00
1490 PA 302 TRAINING	\$0.00	\$0.00	\$0.00	\$0.00
1620 PROS ATTNY - CR	\$0.00	\$12.16	\$0.00	\$12.16
1690 SHELTER PLUS CARE	\$0.00	\$0.00	\$0.00	\$0.00
1710BFI SOLID WASTE COORD.	\$0.00	\$141.10	\$0.00	\$141.10
1750 BUILDING INSPECTION & SOIL EROSION	\$0.00	\$544.48	\$0.00	\$544.48
1760 ENVIRONMENTAL HEALTH	\$97.92	\$3,968.74	\$0.00	\$4,066.66
1770 ILLEGAL DUMPING PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00
1810 VETERANS TRUST FUND ADMIN.	\$0.00	\$58.21	\$0.00	\$58.21
1850 RRNWWD:STORM WATER GENERAL PE	\$0.00	\$480.00	\$0.00	\$480.00
1870 MICHIGAN GREAT LAKES PROTECTION	\$0.00	\$0.00	\$0.00	\$0.00
1881 VIOLENCE AGAINST WOMEN	\$0.00	\$2,429.18	\$0.00	\$2,429.18
19003 - 911 FUND	\$0.00	\$1,646.25	\$0.00	\$1,646.25
2080 PARKS & RECREATION	\$0.00	\$20,196.52	\$0.00	\$20,196.52
2060 LAW LIBRARY	\$0.00	\$0.00	\$0.00	\$0.00

2110 COUNTY LIBRARY FUND	\$0.00	\$339.33	\$0.00	\$339.33
2150 FRIEND OF THE COURT	\$880.32	\$0.00	\$0.00	\$880.32
2370JTPA ADMINISTRATION	\$0.00	\$2,696.25	\$0.00	\$2,696.25
2410 NO WRONG DOOR	\$0.00	\$0.00	\$0.00	\$0.00
2420JTPA - FIRST	\$0.00	\$0.00	\$0.00	\$0.00
2490 EMPLOYMENT SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
2510CSA HEADSTART	\$0.00	\$609.44	\$0.00	\$609.44
2600 CSBG	\$0.00	\$0.00	\$0.00	\$0.00
2630 CSA SR NUTRITION	\$62.10	\$0.00	\$0.00	\$62.10
2650 FOSTER GRANDPARENTS	\$27.06	\$0.00	\$0.00	\$27.06
2700 CSA DOE - WEATHERIZATION	\$0.00	\$0.00	\$0.00	\$0.00
2800 MDSS REINTEGRATION SERVICES	\$0.00	\$121.57	\$0.00	\$121.57
2804 COMMUNITY CORRECTIONS	\$0.00	\$423.90	\$0.00	\$423.90
2810JUVENILE ACCOUNTABILITY	\$0.00	\$3,018.88	\$0.00	\$3,018.88
2920WCHO	\$0.00	\$1,952.85	\$0.00	\$1,952.85
2930 MENTAL HEALTH	\$0.00	\$12,067.54	\$0.00	\$12,067.54
2940 SUBSTANCE ABUSE	\$0.00	\$0.00	\$0.00	\$0.00
2960 HEALTH	\$0.00	\$1,834.15	\$0.00	\$1,834.15
2990 CHILD CARE/PROBATE CT.	\$184.03	\$1,034.44	\$0.00	\$1,218.47
4010 CAPITAL PROJECTS	\$0.00	\$0.00	\$0.00	\$0.00
4050 CAPITAL EQUIPMENT	\$0.00	\$3,674.22	\$0.00	\$3,674.22
4520 MULTI-LAKE SEWER SYSTEM	\$0.00	\$0.00	\$0.00	\$0.00
4860 B.A. E-911 CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00
5720 INMATE ENTERPRISE FUND	\$2,603.11	\$0.00	\$0.00	\$2,603.11
6280 DEL TAX REVOLVING #28	\$0.00	\$0.00	\$0.00	\$0.00
6310 FACILITIES MGMT - O & M	\$0.00	\$81,177.91	\$0.00	\$81,177.91
6320 FACILITIES MGMT - TRANSP	\$0.00	\$123.51	\$0.00	\$123.51
6330 FACILITIES MGMT - GEN SVC	\$0.00	\$52.11	\$0.00	\$52.11
6340GEN SVCS - REVOLV.	\$0.00	\$0.00	\$0.00	\$0.00
6440 SELF INSURANCE	\$0.00	\$22.70	\$0.00	\$22.70
6630 MEDICAL SELF INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00
6650 FRINGE BENEFIT REVOLVING	\$0.00	\$0.00	\$0.00	\$0.00
6900 CENTREX ASSOCIATION	\$0.00	\$35,752.92	\$0.00	\$35,752.92
6930 MENTAL HEALTH	\$0.00	\$0.00	\$0.00	\$0.00
7350T&A 14A DISTRICT COURT	\$0.00	\$0.00	\$0.00	\$0.00
7413 LAWNET NON-FORFEITURE FUND	\$0.00	\$3,649.31	\$0.00	\$3,649.31
7520 EMPLOYEE RETIREMENT FUND 7550 MONEY PURCHASE PENSION PLAN	\$0.00	\$2,756.55	\$0.00	\$2,756.55
7570 VEBA HEALTH TRUST	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00
7900 REGIONAL DISPATCH FUND	\$0.00	\$0.00	\$0.00	\$0.00
7950HAZ MATL RESPONSE TEAM	\$0.00	\$9.40	\$0.00	\$9.40
7990 CO-OP EXTENSION SERVICE	\$0.00	\$0.00	\$0.00	\$0.00
8005 PORTAGE-BASELINE LAKE LEVEL	\$0.00	\$8.62	\$0.00	\$8.62
8007WHITMORE LAKE LEVEL	\$0.00	\$2.73	\$0.00	\$2.73
8008 FOUR MILE LAKE LEVEL	\$0.00	\$242.89	\$0.00	\$242.89
COOK OF THE BUILDING LEVEL	φυ.υυ	Ψ2-12.00	ψ0.00	Ψ <u>Σ</u> ¬Σ.00
TOTALS	\$7,647.78	\$231,863.58	\$0.00	\$239,511.36

New Business

01-0146 Comm. Armentrout seconded by Comm. Peterson moved that the resolution approving the Incorporation of the Economic Development Corporation of the County of Washtenaw, State of Michigan, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.

01-0147 Comm. Armentrout seconded by Comm. Peterson moved that the resolution advising and consenting to the appointment of the Board of Directors to the Economic Development Corporation of the County of Washtenaw, State of Michigan, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.

01-0148 Comm. Armentrout seconded by Comm. Peterson moved that the resolution approving the Area Agency on Aging 1-B's FY 2002 Annual Implementation Plan for the purpose of conveying such support to the Area Agency on Aging 1-B and the Michigan Office of Services to the Aging, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.

01-0149 Comm. Armentrout seconded by Comm. Peterson moved that the resolution approving Washtenaw County Library Board of Trustees Bylaws effective April 12, 1993, as amended February 12, 2001, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.

01-0150 Comm. Armentrout seconded by Comm. Peterson moved that the resolution approving the Washtenaw County Solid Waste Management Plan 1999 Update Revisions, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.

01-0151 Comm. Armentrout seconded by Comm. Peterson moved that the resolution creating the Intergovernmental Task Force and the Commercial/Industrial Program Task Force in conformity with the updated Solid Waste Management Plan, be adopted. Roll call vote: YEAS: 14. NAYS: None. ABSENT: 1 (Sizemore). Motion carried.

Liaison Reports

Comm. Yekulis reported that Angelo Kyle was elected to the position of 2nd Vice President in NACo.

Report of the Administrator

Mr. Guenzel reminded the Board that the Employee Picnic is this Friday at 4:00 at Rolling Hills.

Items for Current/Future Discussion

None.

Citizen Participation

None.

Commissioners Follow-up to Citizen Participation

None.

Adjournment

Comm. Solowczuk seconded by Comm. Montague moved to adjourn until Wednesday, August 1, 2001, at 6:45 p.m. in the Board Room, Washtenaw County Administration Building. Motion carried.

The meeting adjourned at 10:56 p.m.	
	Comm. Suzanne Shaw, Chair
Peggy M. Haines, Clerk/Register By: Barbara L. King, Deputy Clerk	

Board Approved: August 1, 2001

A RESOLUTION COMMENDING THE EMERGENCY MANAGEMENT DEPARTMENT AND AFFILIATES ON THE DEDICATED WORK IN GETTING WASHTENAW COUNTY PREPARED TO RECEIVE THE STORMREADY DESIGNATION

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 18, 2001

WHEREAS, on June 12, 2001, Washtenaw County received the StormReady designation from the National Weather Service; and

WHEREAS, StormReady is a nationwide community preparedness program that uses a grassroots approach to help communities develop plans to handle all types of severe weather; and

WHEREAS, the program encourages communities to take a new, proactive approach to improving local hazardous weather operations by providing emergency managers with clear-cut guidelines on how to improve their hazardous weather operations; and

WHEREAS, the National Weather Service – StormReady Program has specific criteria in addition to the technical requirements which Washtenaw County must meet to receive this designation; and

WHEREAS, Washtenaw County met the criteria through the establishment of a 24-hour warning point and Emergency Operations Center; by providing at least three methods to receive severe weather warnings and forecasts; establishing numerous methods of disseminating severe weather warnings to the general public; create a system that monitors weather conditions locally, promote the importance of public readiness through community seminars and develop a formal hazardous weather plan, which includes training spotters and holding emergency exercises; and

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby commends the Emergency Management Department and Affiliates on the dedicated work in getting Washtenaw County prepared to receive the StormReady Designation and wishes them continued success in their future endeavors.

Gunn	X			Peterson	X			Yekulis	X		
DeLong	X			Montague	X			Solowczuk	X		
Craiger	X			Kestenbaum	X			Sizemore			X
Bergman	X			Kern	X			Shaw	X		
Armentrout	X			Irwin	X			Prater	X		
COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	Α

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 14 0 1

STATE OF MICHIGAN)
COUNTY OF WASHTENA	$(\mathbf{W})^{SS}$

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on July 18, 2001, as appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this ______ day of _______, ______.

PEGGY M. HAINES, Clerk/Register

BY:		
		Denuty Clerl



A RESOLUTION PROCLAIMING JULY 9TH THROUGH 13TH 2001 AS THE "75TH ANNUAL SESSION EASTERN PROGRESSIVE BAPTIST DISTRICT ASSOCIATION OF DETROIT AND VICINITY OF MICHIGAN DAYS" IN WASHTENAW COUNTY.

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 18, 2001

WHEREAS, the County of Washtenaw wishes to acknowledge, pay tribute and welcome special events and quests coming to our community from all over the State of Michigan; and

WHEREAS, the 75th Annual Session of the Eastern Progressive Baptist District Association of Detroit and Vicinity will have their convention in Ypsilanti this year July 9th through 13th. Reverend Raymond Wilson, Pastor of the Greater Progressive Missionary Baptist Church, is the Moderator of the District. The Convention President, Dr. Harvey E. Leggett, Pastor of St. John's Missionary Baptist Church, will be hosting this event, and

WHEREAS, the program will contain many quality events that will touch the lives of the participants who will take home added knowledge so they may offer spiritual guidance and counseling to others in their congregations. The event will include courses for youth, minister's wives, nurses guild, ushers, seniors and there will be a musical convention, mission day, parent body activity and President's night; and

WHEREAS, we are proud of the many fine restaurants, museums, galleries, theater, and other businesses in our community and are sure Convention visitors will have a wonderful time and enjoy them as our guests.

NOW THEREFORE BE IT RESOLVED, that the Washtenaw County Board of Commissioners hereby officially welcomes our visitors from all over the State and proclaims July 9th through 13th as the "75th Annual Session Eastern Progressive Baptist District Association of Detroit and Vicinity of Michigan Days" in Washtenaw County and wishes all the conventioneers a great time in our community and success in all their future endeavors.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	A
Armentrout	X			Irwin	X			Prater	X		
Bergman	X			Kern	X			Shaw	X		
Craiger	X			Kestenbaum	X			Sizemore			X
DeLong	X			Montague	X			Solowczuk	X		
Gunn	X			Peterson	X			Yekulis	X		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 14 0 1

STATE OF MICHIGAN) COUNTY OF WASHTENAW)^{SS.}

PEGGY	M. HA	INES,	Clerk/F	Kegister

BY:	
	Denuty Clerk



A RESOLUTION RECOMMENDING THE NAME OF A CIVIL DEFENSE/EMERGENCY MANAGEMENT INDIVIDUAL TO STATE EMERGENCY PLANNING COMMUNITY RIGHT-TO-KNOW COMMISSION FOR APPOINTMENT TO SERVE ON THE WASHTENAW COUNTY LOCAL EMERGENCY PLANNING COMMISSION

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 18, 2001

WHEREAS, the "Superfund Amendments and Reauthorization Act" (SARA) was enacted on October 17, 1986; and

WHEREAS, SARA Title III (The Emergency Planning and Community Right-To-Know Act of 1986) established requirements for reporting on hazardous and toxic chemicals; and

WHEREAS, the State Emergency Planning and Community Right-To-Know Commission was established in 1987; and

WHEREAS, local emergency management jurisdictions were adopted to serve as emergency planning districts under Title III of SARA; and

WHEREAS, Washtenaw County and the City of Ann Arbor each represent a district; and

WHEREAS, each Local Emergency Planning Committee shall include at a minimum elected state, elected local, law enforcement, fire fighting, first aid, health, civil defense, local environmental, hospital, transportation, broadcast and print media, community groups, owners and operators of facilities subject to the requirements under this Act: and

WHEREAS, the Washtenaw County Board of Commissioners directed the County Administrator to seek recommendations from various organizations and agencies for names of individuals for consideration by the Board for submission to the State for a Local Emergency Planning Committee (87-0260); and

WHEREAS, establishing a three-year term to revisit the recommended membership will effectively update the State Emergency Planning and Community Right-To-Know Commission; and

WHEREAS, there's a vacancy in the civil defense/emergency management representative for the remainder of a three-year term expiring December 31, 2001

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby recommends the name of a civil defense/emergency management individual to the State Emergency Planning and Community Right-To-Know Commission for appointment to the Washtenaw County Local Emergency Planning Committee for the remainder of a three year term expiring December 31, 2001, as follows:

Member Representing

David Haltman Civil Defense/Emergency Management

COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	Α
Armentrout	X			Irwin	X			Prater	X		
Bergman	X			Kern	X			Shaw	X		
Craiger	X			Kestenbaum	X			Sizemore			X
DeLong	X			Montague	X			Solowczuk	X		
Gunn	X			Peterson	X			Yekulis	X		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 14 0 1

STATE OF MICHIGAN)
COUNTY OF WASHTENAW)^{SS.}

BY:	
	Deputy Clerk



A RESOLUTION RATIFYING THE CHAIR OF THE BOARD'S SIGNATURE ON THE FISCAL YEAR (FY) 2001 WELFARE-TO-WORK (W-t-W) PLAN TO THE MICHIGAN DEPARTMENT OF CAREER DEVELOPMENT FOR THE PERIOD OF OCTOBER 1, 2000 THROUGH SEPTEMBER 30, 2001 IN THE AMOUNT OF \$142,519 FOR THE EMPLOYMENT TRAINING AND COMMUNITY SERVICES GROUP; AUTHORIZING THE ADMINISTRATOR TO SIGN THE NOTICE OF GRANT AWARD; APPROVING THE BUDGET; AUTHORIZING THE ADMINISTRATOR TO SIGN DELEGATE CONTRACTS.

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 18, 2001

WHEREAS, the Federal Balanced Budget Reconciliation Act of 1997 was signed into law, which authorized the U.S. Department of Labor (USDOL) to provide \$2.2 billion in Welfare-to-Work formula grants for a period of two years; and

WHEREAS, for the year October 1, 2000 to September 30, 2001, the state has allocated \$95,013 in federal funds and 47,506 in state matching funds to Washtenaw County for this program,

WHEREAS, the funds are for the purpose of states and local communities to create additional job opportunities for the hardest to employ Temporary Assistance to Needy Families (TANF) recipients; and

WHEREAS, the Welfare-to-Work participants are to be assessed to determine current educational skill levels, occupational abilities, and employment needs; and

WHEREAS, the Michigan Works! Agency will develop an individual service strategy for all Welfare-to-Work (W-t-W) participants; and

WHEREAS, the program is to serve 150 customers, 105 under the 70% criteria and 45 under the 30% criteria; and

WHEREAS, this matter has been reviewed by the Workforce Development Board, Corporation Counsel, the Finance Department, the Human Resources Department, the County Administrator's Office, and the Ways and Means Committee;

NOW THEREFORE BE IT RESOLVED that the Washtenaw County board of Commissioners hereby ratifies the Chair of the Board's signature on the ETCS Group's FY 2001 Welfare-to-Work Plan to the Michigan Department of Career Development in the amount of \$142,519 for the period of October 1, 2000 through September 30, 2001, as on file with the County Clerk

BE IT FURTHER RESOLVED that the Board of Commissioners takes the following actions contingent upon receipt of the grant award and in conformity with the plan application:

- 1. Authorizing the County Administrator to sign the Notice of Grant Award;
- 2. Amending the budget as attached hereto and made a part hereof
- 3. Authorizing the County Administrator to sign the delegate and lease contracts upon review and approval of Corporation Counsel

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	Α
Armentrout	X			Irwin	X			Prater	X		
Bergman	X			Kern	X			Shaw	X		
Craiger	X			Kestenbaum	X			Sizemore			X
DeLong	X			Montague	X			Solowczuk	X		
Gunn	X			Peterson	X			Yekulis	X		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 14 0 1

STATE OF MICHIGAN)
COUNTY OF WASHTENA	(W

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for

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BY:	
	Deputy Clerk



Res. No. 01-0132

Washtenaw County ETCS Summary Budget Fund #2410 - Welfare to Work Fiscal Year Ending September 30, 2001

Revenues			
50000	Federal Revenue	\$ 95,013	
54000	State Revenue	 47,506	
		\$ 142,519	
_			
Expenditures			
80000	Other Services and Charges	\$ 142,519	

A RESOLUTION RATIFYING THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE APPLICATION TO THE U.S. DEPARTMENT OF AGRICULTURE (USDA) FOR THE EMPLOYMENT TRAINING COMMUNITY SERVICES (ETCS) GROUP'S SUMMER FOOD PROGRAM FOR CHILDREN IN THE AMOUNT OF \$139,318 FOR THE PERIOD OF JUNE 11, 2001 THROUGH AUGUST 18, 2001; AUTHORIZING THE ADMINISTRATOR TO SIGN THE NOTICE OF GRANT AWARD; AMENDING THE BUDGET AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN DELEGATE SERVICE CONTRACTS

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 18, 2001

WHEREAS, the ETCS Group shall administer the USDA Summer Food Program for the Fiscal Year 2001 Summer Food Services Program during the period of June 11, 2001 through August 18, 2001; and

WHEREAS, the Summer Food Program for Children provides breakfasts, lunches, and snacks at no cost to children from low-income families at recreation facilities throughout the County; and

WHEREAS, the program is based on meal reimbursements of \$1.28 per breakfast, \$2.23 per lunch, and \$0.52 per snack, and administrative reimbursements of \$0.1000 per breakfast, \$0.1925 per lunch, and \$0.0500 per snack; and

WHEREAS, this year's program intends to serve 10,000 breakfasts, 40,000 lunches, and 15,000 snacks this year; and

WHEREAS, the program requires the hiring of temporary part-time employees for a period of nine (9) weeks during the summer to assist in the delivery of services; and

WHEREAS, Dexter Community Schools is selected as the contractor to provide services under this program to prepare meals to sixty-four (64) designated sites within Washtenaw County; and

WHEREAS, this matter has been reviewed by Community Action Board, Corporation Counsel, Finance, Human Resources, the County Administrator's Office, and the Ways and Means Committee.

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby ratifies the signature of the County Administrator on the application to the U.S. Department of Agriculture (USDA) for the 2001 Summer Food Services Program, in the amount of \$139,318, for the period of June 11, 2001 to August 18, 2001, as on file with the County Clerk.

BE IT FURTHER RESOLVED that the Board of Commissioners takes the following actions contingent upon receipt of the grant award in conformity with the application:

- 1. Authorizing the Administrator to sign the Notice of Grant Award
- 2 Amending the budget as attached hereto and made a part hereof
- Authorizing the Administrator to sign the delegate and lease contracts upon review and approval of Corporation Counsel

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Armentrout	X			Irwin	X			Prater	X		
Bergman	X			Kern	X			Shaw	X		
Craiger	X			Kestenbaum	X			Sizemore			X
DeLong	X			Montague	X			Solowczuk	X		
Gunn	X			Peterson	X			Yekulis	X		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 14 0 1

__ day of __

STATE OF MICHIGAN)
COUNTY OF WASHTENA	W) ^{SS}

 $I, Peggy\ M.\ Haines, Clerk/Register\ of\ said\ County\ of\ Washtenaw\ and\ Clerk\ of\ Circuit\ Court\ for$

said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on July 18, 2001, as appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor,

BY:_		
		Deputy Clerk



Washtenaw County ETCS Fund #2620 - Summer Food Three Months Ending August 31, 2001

Revenues		
50000	Federal Revenue	118,040
	Transfer from CSBG	21,278
		\$ 139,318
Expenditures		
70050	Personal Services	17,028
80000	Other Services and Charges	122,290
		\$ 139,318

A RESOLUTION RATIFYING THE ADMINISTRATOR'S SIGNATURE ON THE GRANT APPLICATION TO THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY FOR A ENERGY EFFICIENCY AND LAMP RECOVERY PROGRAM IN THE AMOUNT OF \$191,244 FOR THE PERIOD OF OCTOBER 1, 2001- OCTOBER 1, 2003; AUTHORIZING THE ADMINISTRATOR TO SIGN THE NOTICE OF GRANT AWARD; AMENDING THE BUDGET AND AUTHORIZING THE ADMINISTRATOR TO SIGN DELEGATE CONTRACTS

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 18, 2001

WHEREAS, Washtenaw County's Department of Environment and Infrastructure Services has applied for a grant for \$191,244 through the Michigan Department of Environmental Quality to conduct an Energy Efficiency and Lamp Recovery Program, and

WHEREAS, residents and businesses of Washtenaw County will be provided energy efficient lamps at no or low cost and be provided with free disposal of lamps to reduce energy consumption, reduce energy costs, and provide education on best practices for energy savings, and

WHEREAS, the installation of energy efficient lighting will reduce the emissions of Persistent Bioaccumulative Toxins such as: mercury, lead, and greenhouse gases such as sulfur dioxide and carbon monoxide by generators of electricity, and

WHEREAS, the Grant total will be \$191,244 with State funding of \$143,110 and in-kind match of \$48,134 provided by the county, and

WHEREAS, this matter has been reviewed by Corporation Counsel, the Finance Department, the County Administrator's Office and the Ways and Means Committee

NOW THERFORE BE IT RESOVED that the Washtenaw County Board of Commissioners hereby ratifies the signature of the Administrator on the Energy Efficiency and Lamp Recovery Program Grant application with the Michigan Department of Environmental Quality in the amount of \$191,244 for the period of October 1, 2001 - October 1, 2003 for the Department of Environment & Infrastructure Services, as on file with the County Clerk.

BE IT FURTHER RESOLVED that the Board of Commissioners takes the following actions contingent upon receipt of the grant award in conformity with the application:

- 1. Authorizing the Administrator to sign the Notice of Grant Award.
- 2. Amending the budget, as attached hereto and made a part hereof
- Authorizing the Administrator to sign the delegate contracts in conformity with the application upon review of Corporation Counsel, to be filed with the County Clerk.

COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	Α
Armentrout	X			Irwin	X			Prater	X		
Bergman	X			Kern	X			Shaw	X		
Craiger	X			Kestenbaum	X			Sizemore			X
DeLong	X			Montague	X			Solowczuk	X		
Gunn	X			Peterson	X			Yekulis	X		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 14 0 1

STATE OF MICHIGAN)
COUNTY OF WASHTENA	\mathbf{W})SS

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on July 18, 2001, as appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor,

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his	da	y of	·	 	,	 		

PEGGY M.	HAINES,	Clerk/Register

`	Donuty Clark
BY:	



Washtenaw County DEIS - Public Works Division Energy Efficiency and Lamp Recycling Program BU# 1722015800

Revenue	Current	Amended	Variance
54000 State Revenue 69000 In-Kind Total	\$0.00 0.00	\$143,110 <u>48,134</u> \$191,244	\$143,110 48,134 \$191,244
Expenditures			
70050 Personal Services 72600 Supplies 80000 Other Services & Charges 93500 In-Kind 94000 Internal Service Charges	\$0.00 0.00 0.00 0.00 0.00	\$22,400 90,500 27,500 48,134 2,710	\$22,400 90,500 27,500 48,134 2,710
Total		\$191,244	\$191,244

Indirect costs: \$7,521

COUNTY OF WASHTENAW BOARD OF COMMISSIONERS

At a regular meeting of the Board of Commissioners of the County of Washtenaw held in the Ann Arbor, Michigan, on July 18, 2001 at 6:45 p.m. Eastern Time, there were:

PRESENT: Comms. Armentrout, Bergman, Craiger, DeLong, Gunn, Irwin, Kern,

Kestenbaum, Montague, Peterson, Prater, Shaw, Solowczuk, Yekulis.

ABSENT: Comm. Sizemore.

The following preamble and resolution were offered by Comm. Armentrout and seconded by Comm. Peterson.

RESOLUTION DIRECTING THE BOARD OF PUBLIC WORKS TOUNDERTAKE A WASTEWATER COLLECTION SYSTEM FOR THE TOWNSHIPS OF LYNDON, UNADILLA AND PUTNAM

WHEREAS, the Washtenaw County Board of Commissioners has adopted a resolution on behalf of the Township Board of the Township of Lyndon in Washtenaw County and the Township Board of the Township of Unadilla in the County of Livingston (the "Townships") requesting the County of Washtenaw (the "County") acting through its Department of Public Works, to undertake a project to construct improvements to the Townships' wastewater collection system (the "Project") all as preliminarily described in Appendix A attached hereto: and

WHEREAS, the Township of Putnam in Livingston County has adopted an initiating resolution to join in the wastewater project as more fully described in Appendix B; and

WHEREAS, the County will conduct its necessary review of this project under the County's Full Faith and Credit Policy and the various County departments and officials are expected to submit a positive recommendation; and

WHEREAS, it appears to this Board that the establishment construction and addition of the Project, as requested by the Townships, is feasible and should be carried out subject to the final Full Faith and Credit review; and

WHEREAS, the Project would be established through the issuance of County bonds, financed pursuant to the provisions of Act No. 185, Michigan Public Acts of 1957, as amended ("Act 185"); and

WHEREAS, in order to comply with the request, it is necessary that the Project be approved by resolution adopted by the County Board of Commissioners, pursuant to Act 185;

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1. The Board of Commissioners does hereby preliminarily approve, pursuant to Act 185 and subject to the final Full Faith and Credit Policy review, the making of wastewater collection system improvements for the Townships as requested in the resolutions adopted by the Townships and the addition requested by Putnam Township.
- 2. The Project shall be known as the "Multi-Lakes Wastewater Collection System Improvements Phase II Townships of Lyndon, Unadilla and Putnam".
- 3. The County shall pledge its full faith and credit to the payment of the principal of and interest on any bonds or notes of the County issued for the Project.
- 4. The firm of Axe & Ecklund, P.C. attorneys of Grosse Pointe Farms, Michigan, is hereby designated as bond counsel in connection with the addition to the Project, and the firm of Bendzinski & Company of Detroit, Michigan, is hereby designated as financial consultants for the County in connection with the addition to the Project.
- 5. The issuance and sale of Bonds in the amount of not to exceed \$7,100,000 shall be subject to the approval of the Michigan Department of Treasury, as required by law, and the Director of the Department of Public Works, or Bond Counsel is hereby authorized to make application to the Department of Treasury for permission to issue and sell Bonds. Alternatively, the Director of the Department of Public Works, or Bond Counsel, in his or her discretion, is authorized to apply for an exception to such prior approval from the Michigan Department of Treasury.
- 6. All resolutions, or portions thereof, insofar as they may be in conflict with this resolution, are hereby rescinded.

A vote on the foregoing resolution was taken and was as follows:

YES: Comms. Armentrout, Bergman, Craiger, DeLong, Gunn, Irwin, Kern,

Kestenbaum, Montague, Peterson, Prater, Shaw, Solowczuk, Yekulis

NO: None.

ABSTAIN: None.

CERTIFICATION

I, the undersigned County Clerk of Washtenaw County, hereby certify that the foregoing is a true and accurate copy of a resolution adopted at a regular meeting of the County Board of Commissioners held on July 18, 2001, the original of which is on file in my office, and that notice of such meeting was given and such meeting was conducted in compliance with and pursuant to Act No. 267, Michigan Public Acts of 1976, as amended.

Peggy M. Haines, County Clerk/Register By: Deputy Clerk

Res. No. 01-0135 las.r6-was93

APPENDIX A

PROJECT DESCRIPTION

The Project will consist of construction of new sanitary sewers, pumping stations and force mains to serve portions of the properties surrounding Bruin Lake, Joslin Lake, Half-Moon Lake and Patterson Lake located in Lyndon Township in Washtenaw County and Unadilla Township in Livingston County. The new sewers will connect to the existing Multi-Lakes sewer system. Treatment of the sewage will be accomplished at the Multi-Lakes wastewater treatment facility, which has sufficient capacity to handle the flows generated by the Project. This Project will also allow for the connection of sanitary sewers from the Village of Gregory.

PRELIMINARY ESTIMATE OF COSTS

The estimated cost for this project is as follows:

TOTAL COST	\$5.500.000
Contingency	\$ 371,000
Miscellaneous	\$ 170,000
Connection Fee	\$1,336,000
Construction	\$3,238,000
Engineering	\$ 385,000

las.r6-was93

APPENDIX B

PROJECT DESCRIPTION

The Project will consist of construction of new sanitary sewers, pumping stations and force mains to serve portions of the properties on the eastern side of Patterson Lake located in Putnam Township in Livingston County. The new sewers will connect to the existing Multi-Lakes sewer system. Treatment of the sewage will be accomplished at the Multi-Lakes wastewater treatment facility, which has sufficient capacity to handle the flows generated by the Project.

The estimated cost for this portion of the overall sewer project will be approximately \$1,600,000.

las.r6-was93

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COUNTY OF WASHTENAW BOARD OF COMMISSIONERS

At a regular meeting of the Board of Commissioners of the County of Washtenaw held in the Ann Arbor, Michigan, on July 18, 2001 at 6:45 p.m. Eastern Daylight Savings Time, there were:

PRESENT: Comms. Armentrout, Bergman, Craiger, DeLong, Gunn, Irwin, Kern,

Kestenbaum, Montague, Peterson, Prater, Shaw, Solowczuk, Yekulis

ABSENT: Comm. Sizemore

The following preamble and resolution were offered by Comm. Armentrout and seconded by Comm. Peterson.

RESOLUTION DIRECTING THE BOARD OF PUBLIC WORKS TO UNDERTAKE A WASTEWATER SYSTEM FOR THE TOWNSHIP OF SYLVAN

WHEREAS, there has been submitted to this Board a resolution adopted by the Township Board of the Township of Sylvan in Washtenaw County (the "Township") requesting the County of Washtenaw (the "County") acting through its Department of Public Works, to undertake a project to construct a wastewater system (the "Project") all as preliminarily described in Appendix A attached hereto; and

WHEREAS, the County has conducted its necessary review of this project under the County's Full Faith and Credit Policy; and

WHEREAS, it appears to this Board that the establishment and construction of the Project, as requested by the Township, is feasible and should be carried out subject to the final Full Faith and Credit review; and

WHEREAS, the Project would be established through the issuance of County bonds, financed pursuant to the provisions of Act No. 185, Michigan Public Acts of 1957, as amended ("Act 185"); and

WHEREAS, in order to comply with the request, it is necessary that the Project be approved by resolution adopted by the County Board of Commissioners, pursuant to Act 185;

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1. The Board of Commissioners does hereby preliminarily approve, pursuant to Act 185, the constructing of a wastewater system for the Township as requested in the resolutions adopted by the Township.
 - 2. The Project shall be known as the "Sylvan Township Wastewater System Project".
- 3. The County shall pledge its full faith and credit to the payment of the principal of and interest on any bonds or notes of the County issued for the Project.
- 4. The firm of Axe & Ecklund, P.C. attorneys of Grosse Pointe Farms, Michigan, is hereby designated as bond counsel in connection with the Project, and the firm of Bendzinski & Company of Detroit, Michigan, is hereby designated as financial consultants for the County in connection with the Project.

- 5. The issuance and sale of Bonds in the amount of not to exceed \$7,500,000 shall be subject to the approval of the Michigan Department of Treasury, as required by law, and the Director of the Department of Public Works, or Bond Counsel is hereby authorized to make application to the Department of Treasury for permission to issue and sell Bonds. Alternatively, the Director of the Department of Public Works, or Bond Counsel, in his or her discretion, is authorized to apply for an exception to such prior approval from the Michigan Department of Treasury.
- 6. All resolutions, or portions thereof, insofar as they may be in conflict with this resolution, are hereby rescinded.

A vote on the foregoing resolution was taken and was as follows:

YES: Comms. Armentrout, Bergman, Craiger, DeLong, Gunn, Irwin, Kern,

Kestenbaum, Montague, Peterson, Prater, Shaw, Solowczuk, Yekulis

NO: None.

ABSTAIN: None.

The Resolution was declared adopted

CERTIFICATION

I, the undersigned County Clerk of Washtenaw County, hereby certify that the foregoing is a true and accurate copy of a resolution adopted at a regular meeting of the County Board of Commissioners held on July 18, 2001, the original of which is on file in my office, and that notice of such meeting was given and such meeting was conducted in compliance with and pursuant to Act No. 267, Michigan Public Acts of 1976, as amended.

Peggy M. Haines, County Clerk/Register

By: Deputy Clerk

Res. No. 0136

Las.r1-was102

APPENDIX A

Project Description Sylvan Township Wastewater System

Sylvan Township's new wastewater system for Sewer District No. 1 will include two main collection points in the District and a transport system to convey wastewater from the District to the existing Leoni Wastewater Treatment Plant. Sewer District No. 1 is in the east end of Sylvan Township and has 1,000 REUs. The wastewater system will have the capability of being expanded to handle future service areas.

Wastewater from Sewer District No. 1 will be collected by two pump stations, the South Pump Station in Section 14 of the Township and the North Pump Station located Section 11, north of Cavanaugh Lake Road. Both Pump Stations will discharge through separate force mains to the Main Pump Station near the intersection of Pierce Road and Old US 12. The force mains will be a 10-inch diameter with lengths of 9,500 feet from the South Pump Station and 13,000 feet from the North Pump Station.

The Main Pump Station and three other pump stations will be used to transport the wastewater to the Leoni Wastewater Treatment Plant, WWTP. The Leoni WWTP is in Leoni Township on Page Avenue west of Hayball Road.

The transport force main will be routed along I-94 to Knight Road then west on Knight Road to Willis Road, south on Willis Road to Michigan Avenue, west on Michigan Avenue to Hayball Road, and south on Hayball to Page Avenue and west on Page Avenue to the Leoni WWTP. The force main will be 12 and 16 inch diameter pipe with a total length of 78,5000 feet.

The estimated cost of the system is as follows:

Construction \$5,770,000
Engineering, legal and financing \$1,154,000
Contingencies \$576,000
Total Cost \$7,500,000

COUNTY OF WASHTENAW BOARD OF COMMISSIONERS

At a regular meeting of the Board of Commissioners of the County of Washtenaw held in the Ann Arbor, Michigan, on July 18, 2001 at 6:45 p.m. Eastern Daylight Savings Time, there were:

PRESENT: Comms. Armentrout, Bergman, Craiger, DeLong, Gunn, Irwin, Kern,

Kestenbaum, Montague, Peterson, Prater, Shaw, Solowczuk, Yekulis.

ABSENT: Comm. Sizemore.

The following preamble and resolution were offered by Comm. Armentrout and seconded by Comm. Peterson.

RESOLUTION APPROVING THE CONTRACT WITH THE TOWNSHIP OF SYLVAN FOR THE SYLVAN TOWNSHIP WATER SYSTEM AND THE CONTRACT WITH SYLVAN TOWNSHIP FOR THE SYLVAN TOWNSHIP WASTEWATER SYSTEM

WHEREAS, the County of Washtenaw (the "County") by resolution of its Board of Commissioners has approved the establishment of a project currently known as the "Sylvan Township Water System (the "Water Project"); and

WHEREAS, it is necessary for the Washtenaw County Board of Public Works (the "Board of Public Works") to enter into a contract with the Township of Sylvan (the "Township") with respect to the Project, which contract is attached as Appendix 1.

WHEREAS, the County of Washtenaw (the "County") by resolution of its Board of Commissioners has approved the establishment of a project currently known as the "Sylvan Township Wastewater System (the "Wastewater Project"); and

WHEREAS, it is necessary for the Washtenaw County Board of Public Works (the "Board of Public Works") to enter into a contract with the Township of Sylvan (the "Township") with respect to the Project, which contract is attached as Appendix 2.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WASHTENAW as follows:

- 1. The contract attached as Appendix 1 is hereby approved with such changes, additions, or deletions as may be recommended by Corporation Counsel and approved by the Board of Public Works and the execution thereof by the designated officials is authorized.
- 2. The contract attached as Appendix 2 is hereby approved with such changes, additions, or deletions as may be recommended by Corporation Counsel and approved by the Board of Public Works and the execution thereof by the designated officials is authorized.
- 3. All resolutions, or portions thereof, insofar as they may be in conflict with the foregoing, are hereby rescinded.

A vote on the foregoing resolution was taken and was as follows:

YES: Comms. Armentrout, Bergman, Craiger, DeLong, Gunn, Irwin, Kern,

Kestenbaum, Montague, Peterson, Prater, Shaw, Solowczuk, Yekulis.

NO: None.

ABSTAIN: None.

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the County of Washtenaw, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County at a regular meeting held on July 18, 2001, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Peggy M. Haines, County Clerk/Register By: Deputy Clerk

SEAL

Res. No. 01-0137 las.r2-was102

APPENDIX 1

CONTRACT BETWEEN
THE COUNTY OF WASHTENAW

and

THE TOWNSHIP OF SYLVAN

SYLVAN WATER SYSTEM

WASHTENAW COUNTY, MICHIGAN

DATED AS OF JULY 1, 2001

CONTRACT

THIS CONTRACT (the "Contract") is dated as of July 1, 2001, by and between the COUNTY OF WASHTENAW, a Michigan county (the "County"), and the TOWNSHIP OF SYLVAN ("Sylvan"), a Township located in the County of Washtenaw (the "Township").

WITNESETH:

WHEREAS, the County has preliminary approved the construction of the Sylvan Water System (the "Project") pursuant to Act No. 185, Public Acts of Michigan, 1957, as amended ("Act 185"), to provide for a water system serving the Township; and

WHEREAS, the Department of Public Works of the County (the "DPW") under the control and direction of the Board of Public Works (the "Board") has been established to administer the powers conferred upon the County by Act 185; and

WHEREAS, it is necessary for reasons of public health and welfare that the Project be undertaken which includes improving the water system and appurtenances described in Appendix A all of which is hereafter referred to as the "Project"; and

WHEREAS, by the terms of Act 185, the County and the Township are authorized to enter in to a contract for the acquisition, construction and financing of the Project and for the payment of all or a part of the cost of the Project by the Township with interest, over a period not exceeding 25 years, and the County is then authorized, pursuant to a resolution of its Board of Commissioners and approval by the Board of Public Works, to issue its bonds to be secured by the full faith and credit of the Township and the full faith and credit of the County; and

WHEREAS, the parties have concluded that the Project, which is urgently needed to provide the means of treating sewage originating within the Township and thus to promote the health and welfare of the residents of the Township, can be most economically and efficiently provided and financed by the County acting through the DPW pursuant to the provisions of Act 185; and

WHEREAS, Jones & Henry Engineers, Ltd. (the "Consulting Engineers") have prepared preliminary plans for the Project and also estimates of the cost and period of usefulness of the Project (such preliminary plans as time to time revised or the final plans, as the context may dictate, are referred to in this Contract as the "Plans"), all of which have been submitted to the Board of Commissioners of the County and the governing body of the Township and placed on file with the Board of Commissioners in the office of the DPW; and

WHEREAS, in order to provide for the acquisition and construction of the Project by the County and its financing through the issuance of County Bonds, and for other related matters, it is necessary for the parties to enter into this Contract; and

WHEREAS, it is necessary to adopt a Contract to provide for the Project; and

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the County and the Township agree as follows:

1. Approval of Project. The County and the Township approve and agree to the acquisition, construction and financing of the Project under and pursuant to Act 185. The parties approve the designation of "Sylvan Water System" as the name of the Project. The Township, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consent and agree to the establishment and location of the Project and any extension, improvement or enlargement of it within its corporate boundaries in accordance with the terms of this Contract or on land presently owned by and located in the Township, and to the use by the County of the streets, highways, alleys, lands, rights-of-way or other public places in the Township for the purpose and facilities of the Project and any improvements, enlargement or extension

- of it. The Township further agree that, in order to evidence and effectuate this agreement and consent, they will obtain or assist the County in obtaining all easements, licenses, rights-of-way and/or title to property necessary for completion of the Project and will execute and deliver to the County such easements, rights-of-way, licenses, permits or consents as may be requested by the County. The Cost of obtaining necessary easements, licenses, rights-of-way and/or title to property in connection with the Project shall be Costs of the Project payable from the proceeds of the Bonds as set forth below. The Township further agrees that they will comply with all applicable State and Federal regulations related to this Project.
- 2. <u>Project Description</u>. The Project shall consist of the public improvements described and specified in Appendix A and as are more particularly set forth in the Plans, which Plans are on file with the DPW and are hereby approved and adopted. The Project shall be acquired and constructed substantially in accordance with the Plans and in accordance with final plans and specifications prepared and submitted by Jones & Henry Engineers, Ltd., but variations from the Plans which do not materially change the location, capacity or overall design of the Project, and which do not require an increase in the total estimated Cost of the Project, may be permitted on the authority of the DPW. Other variations or changes may be made if approved by the DPW and by resolution of the governing body of the Township and if provisions required by paragraph 5 below are made for payment or financing of any resulting increase in the total estimated cost. The estimates of the Cost of the Project, \$5,000,000, and the period of usefulness of the Project, in excess of 25 years, are likewise approved and adopted.
- 3. <u>Issuance of Bonds</u>. The County and the DPW shall take or cause to be taken all actions required or necessary, in accordance with Act 185, to procure the issuance and sale of bonds by the County (the "Bonds"), in one or more series, in whatever aggregate principal amount is necessary to defray the Cost of the Project. The Bonds shall be issued in anticipation of, and be payable from, the payments to be made by the Township to the County as provided in this Contract, shall be secured by the full faith and credit and limited taxing power of the Township and the County, and shall be payable in annual maturities, the last of which shall be not more than 25 years from the date thereof.
- 4. <u>Construction</u>. The construction of the Project will be governed by the contracts to be awarded by the DPW after recommendation by Jones & Henry Engineers, Ltd., Brighton, Michigan.
- Increase in Bonds. If, after the sale of the Bonds, it becomes necessary to increase the estimated Cost of the Project for any reason, or if the actual Cost of the Project shall exceed the estimated Cost, whether as the result of variations or changes made in the approved Plans or otherwise, then (without the execution of any further contracts or amendment of this Contract) additional bonds, after approval of an authorizing resolution by the Board of Public Works and upon the adoption of such authorizing resolution by the Board of Commissioners, shall be issued to defray such increased or excess Cost to the extent that funds for the same are not available from other sources; provided, however, that no such increase or excess shall be approved and no such additional bonds shall be authorized to be issued, nor shall the County enter into any contract for the acquisition or construction of the Project or any part thereof or incur any obligation for or pay any item of cost therefor, where the effect thereof would be to cause the total Cost of the Project to exceed by more than 5% the total estimated cost as hereinbefore approved, unless the governing body of the Township shall have previously adopted a resolution approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by the issuance of additional bonds in anticipation of increased or additional payments agreed to be made by the Township to the County in the manner hereinafter provided; provided, further, that the adoption of such approving resolution by the governing body of the Township shall not be required prior to or as a condition precedent to the issuance of additional bonds by the County, if the County has previously issued or contracted to sell bonds to pay all or part of the Cost of the Project, and the issuance of the additional bonds is necessary (as determined by the County) to pay such increased, additional or excess costs as are essential to completion of the Project according to the plans as last approved prior to the time when the previous Bonds were issued or contracted to be sold.
- 6a. <u>Payments by Township</u>. The Cost of the Project will be defrayed by the issuance of Bonds as provided in paragraphs 3 and 5 above. The Township covenants and agrees to pay the principal of, premium, if any, and interest on the expenses and charges (including the DPW's administrative expenses)

which are payable on account of the Bonds (such fees, expenses and charges being called "Bond Service Charges"). Payments shall be made to the County in semiannual installments which shall be due and payable 10 days prior to the day specified in the Bonds as the interest payment dates with respect to the Bonds, in amounts at least sufficient to pay all principal, premium, and/or interest falling due on such interest payment dates and all Bond Service Charges then due and payable.

The DPW shall, within 30 days after delivery of the Bonds, supply the County and the Township with a complete schedule of the payments of principal of and interest on the Bonds, and the DPW shall also, at least 30 days before each payment is due to be made by the Township, advise the Treasurer of the Township of the amount payable to the County on such date. If the Township fail to make any payment to the County when due, the same shall be subject to a penalty of 1% of the amount due for each month or fraction of a month that such amount remains unpaid after it is due. Failure of the DPW to furnish the schedule or give notice as above required shall not excuse the Township from the obligation to make payment when due. Payments shall be made by the Township when due whether or not the Project has then been completed or placed in operation. The foregoing obligations shall apply to all Bonds issued by the County to defray the Cost of the Project.

In the event the County is required to pay any amounts to the United States Department of Treasury (the "Treasury") because of regulations issued by the Treasury or the Internal Revenue Service, the Township shall reimburse the County for such amounts.

- 6b. <u>Township Special Assessments.</u> (1) The Township has confirmed special assessments in the total amounts set forth on Appendix C, which special assessments become due beginning December 1, 2002 and will be collected on December 1, 2002 through and including December 1, 2021.
- 7. <u>Advance Payments.</u> If the Township pays the Cost of the Project or any portion of it prior to the issuance of the Bonds, then the obligations of the Township shall be adjusted accordingly. The Township may pay in advance of maturity all or any part of a semiannual installment due to the County on the Bonds by surrendering to the County bonds issued hereunder of a like principal amount maturing in the same calendar year or by paying cash to the County and requesting the County to purchase any Bonds or call any Bonds in accordance with their terms.
- 8. <u>Use of Excess Bond Proceeds</u>. The proceeds of the sale of the Bonds shall be used solely and only to pay the Cost of the Project. After completion of the Project and payment of all Project Costs, any surplus remaining for the sale of the Bonds shall, at the option of the Township, be (a) used, with the review and approval of the DPW (which review and approval shall be in accordance with the same planning standards employed to review the Project originally, subject to all applicable laws, regulations and governmental standards then in effect), to extend, enlarge or improve the Project or any other project which has been constructed and/or maintained by the County for the benefit of the Township, (b) retained by the DPW for the payment of principal of and interest on the Bonds or (c) used to purchase the Bonds on the open market. In the event such surplus is used for principal and interest or used to purchase Bonds, the contract obligation of the Township with respect to such Bonds or maturities shall be reduced accordingly.
- 9. Full Faith and Credit. The Township, pursuant to the authorization of Section 12(2) of Act 185, hereby pledges its full faith and credit for the prompt and timely payment of its obligations expressed in this Contract. Each year the Township shall levy a tax in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this Contract coming due before the time of the following year's tax collections, provided, however, that if at the time of making its annual tax levy, the Township shall have on hand in cash other funds or reasonably expects to receive other funds (from special assessments (including received or anticipated prepayments thereof), user charges, connection fees or otherwise) which have been or will be set aside and pledged or are otherwise available for the payment of such contractual obligations falling due prior to the time of the next collection, then the annual tax levy may be reduced by such amount. In the event amounts pledged to or otherwise earmarked for payment of the Bonds are received in amounts so great as to jeopardize the status of the County's Bond Payment Fund as a bona fide debt service fund for purposes of federal tax regulations, the County shall, within 30 days prior to the next scheduled payment of principal on the Bonds, devote such

excess sum toward the purchase of Bonds on the open market. Any taxes levied by the Township shall be subject to the applicable statutory and constitutional tax limitations.

- 10. <u>Failure to Pay; Remedies</u>. In the event that the Township fails for any reason to pay to the DPW the amounts required to be paid under this Contract when due the County shall have the rights as by provided in and governed by Section 17 of Act 185. In addition to the foregoing, the County shall have all other rights and remedies provided by law to enforce the obligations of the Township to make payments to the County under this Contract.
- 11. <u>Change in Township</u>. No change in the jurisdiction over territory in the Township shall in any manner impair the obligations of this Contract. In the event all or any part of the territory of the Township is incorporated as a new city or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed shall assume the proper proportionate share of the contractual obligations and right to capacity in the Project of the Township from which such territory is taken in accordance with law.
- 12. a. Additions to or Extensions of Project. The County shall not be obligated to acquire or construct any facilities other than those described in paragraph 2 above. The responsibility for providing such additional facilities as may be needed shall be that of the Township who shall have the right to cause to be constructed and maintained, either directly or through the County, such necessary additional facilities. No extensions of the Project shall be made without DPW approval, which approval shall not be unreasonably withheld or conditioned.
- b. <u>Refunding and Advance Refunding</u>. The Bonds may be refunded in the event it appears advantageous in the opinion of the County's Financial Consultant to issue bonds to refund any series of bonds issued by the County pursuant to this Contract (including advance refunding bonds) and the Township consents to such refunding.

13. Ownership of Project.

- (a) The County hereby leases the Project to the Township and the Township hereby lease the Project from the County for operation, maintenance and administration for a term commencing upon the completion of the Project or any substantial part of it and ending upon the expiration of this Contract. The Township shall be responsible for the operation, maintenance and administration of the Project. The County shall have the right to take over operation of the Project and serve individual customers in the event of any default under this Contract by the Township as provided in paragraph 13(c) below.
- (b) So long as not in default hereunder, the Township shall have the exclusive right and option to establish, maintain, revise and collect rates and charges for water system service to its inhabitants or other persons using any facilities of the Project, and the Township shall have the exclusive right to determine how the funds derived from the collection of such rates and charges shall be expended. The Township shall operate and maintain the Project in compliance with all applicable rules and regulations of the Environmental Protection Agency and other authorities.
- (c) (i) In the event of any default under this Contract by the Township, after thirty (30) days written notice to the Township, the County shall have the right to set a date (the "Transfer Date") on and after which the County will have the right to take over operation of the entire water system which uses any of the facilities acquired by the Project (the "Water System") within the Township.
- (ii) The Transfer Date set by the County shall be on the first of any month not more than ten months after the date of the notice and not less than sixty days after the notice provided for in subparagraph 13(c) (i) above.
- (iii) Unless the default is cured 15 days before the Transfer Date, the County shall have the right, but not the duty, to take over operation of the water system on the Transfer Date, to establish,

maintain, revise and collect rates and charges for water system service to all inhabitants connected to or to be connected to the water system in the Township.

- (d) The parties agree that the Project shall be acquired, constructed, operated, maintained and administered for the sole use and benefit of the Township and its various water system users, and the Township shall pay all costs in connection with the same, the County remaining the titular owner of the Project only to comply with the provisions of Act 185. So long as no default exists hereunder, the Township shall have the exclusive right and discretion, subject only to review by the County on the basis of sound public utility operational procedures and the other terms of this Contract, to determine policy for the use, expansion, improvement, operation, maintenance and administration of the Project.
- 14. <u>Costs and Expenses</u>. The parties agree that the costs and expenses of any lawsuits arising directly or indirectly out of this Contract or the construction or financing of the Project, to the extent that such costs and expenses are chargeable against the County or the DPW, shall be deemed to constitute a part of the Cost of the Project and shall be paid by the Township in the same manner as provided in this Contract with respect to other Costs of the Project. In the event of such litigation, the DPW shall consult with the Township and shall retain legal counsel agreeable to the County and the Township to represent the County. If the County and the Township cannot agree as to such representation within a reasonable time, the DPW shall exercise its discretion as to the retention of such counsel.
- 15. Township Indemnification. The parties hereto hereby expressly agree that the County shall not be liable for and the Township shall pay, indemnify and save the County harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages, and losses of every conceivable kind, whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction, operation, maintenance and repair of the System, this contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the County be held harmless by the Township from liability for such claims, actions, demands, expenses, damages, and losses, however caused or however arising including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages, and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the County or by negligence for which the County may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Township will also pay, indemnify and save the County harmless from and against, all costs, reasonable attorneys' fees, and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands or any of them, in the event it is determined that there is any liability on the part of the County. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the County on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the County has not paid the same, the Township shall be obligated to pay to the County upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. Notwithstanding the foregoing, nothing contained in this Section 15 shall be construed to indemnify or release the County against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the County's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the System, this contract or the issuance, sale or delivery of the bonds herein described.
- 16. <u>DPW Authority</u>. All powers, duties and functions vested by this Contract in the County shall be exercised and performed by the DPW, for and on behalf of the County, unless otherwise provided by law or in this Contract.
- 17. <u>Invalidity of Provisions</u>. In the event that any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Contract, but this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

- 18. No Impairment of Bondholder's Interests. The County and the Township each recognize and declare that the holders from time to time of the Bonds issued by the County under the provisions of Act 185, and secured by the full faith and credit limited tax pledge of the Township to the payment of the principal of and interest on the Bonds as set forth in this Contract, will have contractual rights in this Contract and it is therefore covenanted and agreed by each of the parties that so long as any of the Bonds remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration of or revision which would in any manner adversely affect either the security of the Bonds or the prompt payment of principal of or interest on the Bonds. The right to make changes in this Contract, by amendment, supplemental contract or otherwise, is nevertheless reserved insofar as the same do not have such adverse affect. The Township and the DPW further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Contract at the times and in the manner set forth in this Contract, and will not suffer to be done any act which would in any way impair the Bonds, the security for them, or the prompt payment of principal of and interest on the Bonds.
- 19. <u>County Treasurer</u>. It is understood that the County Treasurer may act as the Treasurer of the DPW and that the County Treasurer will have the responsibility to invest all funds coming into the County's possession in connection with the Project. The Treasurer is accordingly authorized to invest any such surplus funds in any obligations permitted by law and credit investment earnings for the benefit of the Township to the fund earning the same.
- 20. <u>Undertaking to Provide Continuing Disclosure</u>. The County and the Township hereby covenant and agree, for the benefit of the beneficial owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the 'Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The undertaking shall be substantially in the form attached hereto as Appendix B. This Undertaking shall be enforceable by the beneficial owners of the Bonds or by the Purchaser(s) on behalf of such beneficial owners (provided that the right of the Purchasers and beneficial owners to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the obligations hereunder and any failure by the County and the Township to comply with the provision of this Undertaking shall not be an event of default with respect to the Bonds).

The County Treasurer or Clerk, and the Township Treasurer or Clerk, or other officer of the County or Township charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County and Township' Undertaking.

21. <u>Miscellaneous</u>.

- a. <u>Effective Date</u>. This Contract shall become effective after approval by the legislative bodies of the Township and by the Board of Commissioners of the County, and execution by the authorized officials of the parties. It shall terminate upon the earlier payment in full of all principal of, premium, if any, and interest on the Bonds, at which time the full right, title and ownership to the Project shall revert to the Township. The County shall take any and all necessary actions to fully transfer ownership of the Project to the Township, at no cost to the Township, upon the termination of this Contract.
- b. <u>Counterparts</u>. This Contract may be executed in several counterparts each of which shall be deemed one and the same agreement. It shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.
- c. <u>Contingency</u>. This Contract is contingent upon the County issuing its Bonds to defray the cost of acquiring and constructing the Project, and nothing contained in this Contract shall require the County to acquire or construct the Project if it is unable, after use of its best efforts, to sell the Bonds to finance the same.

- d. Governing Law. This Contract shall be interpreted under the laws of the State of Michigan.
 e. Authority. Each party warrants and represents that the execution and performance of this Contract have been duly authorized by all necessary action and do not contravene any policy,
- f. <u>Entire Agreement</u>. This Agreement sets forth the entire agreement between the County and the Township with respect to the subject matter of this Contract.

resolution or controlling rule.

jra/sylvan.con2

- g. <u>Captions and Bylines</u>. The captions and bylines used in this Contract are for the convenience of reference only and in no way define, limit or describe the scope of intent of any provision of this Agreement.
- h. <u>Use of the Singular</u>. The use in this Contract of the singular shall be deemed to be and include the plural (and vice versa) where applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and delivered, by their respective duly authorized officers, all as of the day and year first above written.

TOWNSHIP OF SYLVAN	COUNTY OF WASHTENAW
	By Its Board of Public Works
By: Its: Supervisor	By: Its: Chairman
By: Its: Clerk	By: Its: Secretary

APPENDIX A

PROJECT DESCRIPTION Sylvan Township Water System

Sylvan Township's new water system for Water District No. 1 will include a water supply, water treatment, and water distribution. Water District No. 1 is in the east end of the Sylvan Township and has 1,000 REUs.

The water supply will be provided by two 12-inch wells with submersible pumps. Each well will be developed to provide approximately 300 to 400 gpm flow. The wells will be located on the north side of Old US 12 approximately 3,000 feet east of the intersection of Old US 12 and Pierce Road. The wells will discharge to the new water treatment plant.

The water treatment plant will have a capacity to serve Water District No. 1 at 300,000 gallons per day. The treatment will include iron removal, membrane softening and disinfection. Water will be pumped from the water treatment plant to a new elevated storage tank. The water treatment plant will be located on a site adjacent to Old US 12, opposite the site of the new wells.

The elevated storage tank will be a 500,000 gallon tank positioned immediately east of the water treatment plant. It will be installed at an elevation to provide adequate water pressure for Water District No. 1.

Distribution mains will be extended from the elevated storage tank to Water District No. 1. Two 12-inch mains with a total length of 20,000 feet will be installed to serve the water district. One will be routed to the northern half of the District, north of Cavanaugh Lake Road and the other main will be routed to the south half of Water District No. 1.

The estimated cost of the system is as follows:

Construction	\$3,560,000
Engineering, legal and financing	\$ 728,000
Contingencies	\$ 712,000

Total Cost \$5,000,000

APPENDIX B

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the (the "Issuer") [(the "Obligated Municipality")] in
connection with the issuance of \$\text{Connection with the issuance of \$\text{Connection of level (the "Securities")}. The Securities are
connection with the issuance of \$ [Name of Issue] (the "Securities"). The Securities are
being issued pursuant to a Resolution adopted by the Governing Body of the Issuer on
Resolution adopted by the governing body of the Issuer
[Obligated Municipality]; and an Award Resolution adopted by the Governing Body of the Issuer on
, (collectively the "Resolution") and delivered to (the
"Purchaser") on the date hereof. Pursuant to the Resolution, the Issuer [Obligated Municipality] has
covenanted and agreed to provide continuing disclosure of certain financial information and operating data
and timely notices of the occurrence of certain events. In addition, the Issuer [Obligated Municipality]
hereby specifically covenants and agrees as follows:
Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and
delivered by the Issuer [Obligated Municipality] for the benefit of the holders of the Securities in order to
assist the Participating Underwriters within the meaning of the Rule (defined herein) in complying with SEC
Rule 15c2-12(b)(5). This Disclosure Certificate constitutes the written Undertaking required by the Rule.
Section 2. Definitions. In addition to the defined terms set forth in the Resolution, which apply to
any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the
following capitalized terms shall have the following meanings:
"Annual Report" means any annual report provided by the Issuer [Obligated Municipality] pursuant
to, and as described in, Sections 3 and 4 of this Disclosure Certificate.
"Audited Financial Statements" means the Issuer's [Obligated Municipality's] annual financial
statements, which are currently prepared in accordance with generally accepted accounting principles
[GAAP for governmental units as prescribed by GASB] and which the Issuer [Dbligated Municipality]
intends to continue to prepare in substantially the same form.
"Fiscal Year" means the fiscal year of the Issuer [Obligated Municipality].
"Final Official Statement" means the final official statement dated, delivered in
connection with the Securities, which is available from the MSRB.
"Governing Body" means the of the Issuer [Obligated Municipality] or such other
body as may hereafter be the chief legislative body of the Issuer.
"Issuer" means which is the obligated person with respect to the Securities.
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["Obligated Municipality" means which is an obligated person with respect to
the Securities.]
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["Obligated Municipality Contact" means the [Clerk, or] of the Obligated
Municipality who can be contacted at]
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"Material Event" means any of the events listed in Section 5(a) of this Disclosure Certificate.
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"MSRB" means the Municipal Securities Rulemaking Board located at 1150 18th Street, N.W., Suite 400, Washington, D.C. 20036.

"NRMSIR" means any nationally recognized municipal securities information repository as recognized from time to time by the SEC for purposes of the Rule.

"Participating Underwriter" means any of the original underwriter(s) of the Securities (including the Purchaser) required to comply with the Rule in connection with the offering of the Securities.

"Repository" means each NRMSIR and each SID, if any.

"Rule" means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"SID" means any public or private repository or entity designated by the State of Michigan as a state information depository for the purpose of the Rule.

Section 3. Provision of Annual Financial Information and Audited Financial Statements.

- (a) The Issuer [Obligated Municipality] shall, not later than two hundred seventy (270) days after the end of the Fiscal Year, commencing with the year that ends _______, _____, provide each Repository with annual financial information which is consistent with the requirements of Section 4 of this Disclosure Certificate. The annual financial information may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the Issuer [Obligated Municipality] may be submitted separately from the balance of the annual financial information; and provided further that unaudited financial statements will be included with the other financial information, if audited statements have not already been furnished.
- (b) If the Issuer [Obligated Municipality] is unable or fails to provide to the Repositories an Annual Report by the date required in subsection (a), the Issuer [Obligated Municipality] shall send a notice of that fact in a timely manner to the NRMSIRs, the MSRB and any SID.
- (c) The Issuer [Obligated Municipality] shall determine each year prior to the date for providing the Annual Report the name and address of each NRMSIR and each SID, if any.
- <u>Section 4. Content of Annual Reports.</u> The Issuer's [Obligated Municipality's] Annual Report shall contain or incorporate by reference the following:

Updates of the "State Equalized Valuation", "Taxable Valuation", "County and Township Tax Rates and Levies", "Tax Collection Record", "General Fund Revenues and Expenditures", and "Debt Statement (Direct and Overlapping Debt)" contained in the Final Official Statement and the current Audited Financial Statements.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Issuer [Obligated Municipality] or related public entities, which have been submitted to each of the Repositories or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer [Obligated Municipality] shall clearly identify each such other document so incorporated by reference.

Section 5. Reporting of Material Events.

- (a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events in a timely manner if material with respect to the Securities:
 - 1. Principal and interest payment delinquencies;

- 2. Non-payment related defaults;
- 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
- 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
- 5. Substitution of credit or liquidity providers, or their failure to perform;
- 6. Adverse tax opinions or events affecting the tax-exempt status of the Securities;
- 7. Modification to rights of holders of the Securities;
- 8. Securities calls:
- Defeasances:
- 10. Release, substitution or sale of property securing repayment of the Securities; and
- 11. Rating changes.
- (b) Whenever a Material Event occurs, the Issuer [Obligated Municipality] shall promptly file a notice of such occurrence with either all NRMSIRs or with the MSRB and with any SID. Notwithstanding the foregoing, notice of Material Events described in subsections (a) (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is required to be given to holders of affected Securities pursuant to the Resolution.
- (c) Unless otherwise required by law and subject to technical and economic feasibility, the Issuer [Obligated Municipality] shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Issuer's [Obligated Municipality's] information.

<u>Section 6. Termination of Reporting Obligation.</u> The Issuer's [Obligated Municipality's] obligations under the Resolution and this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all the Securities.

Section 7. Issuer [Obligated Municipality] Contact; Agent. Information may be obtained from the Issuer [Obligated Municipality] Contact. Additionally, the Issuer [Obligated Municipality] may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under the Resolution and this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent. The initial dissemination agent shall be the Municipal Advisory Council of Michigan, 1445 First National Building, Detroit, Michigan 48226.

Section 8. Amendment; Waiver. Notwithstanding any other provision of the Resolution or this Disclosure Certificate, as provided in this Section 8, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of nationally recognized bond counsel to the effect that such amendment or waiver would not, if and of itself, cause the undertakings to violate the Rule. The provisions of this Disclosure Certificate constituting the Undertaking or any provision hereof, shall be null and void in the event that the Issuer [Obligated Municipality] delivers to each then existing NRMSIR and the SID, if any, an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this Disclosure Certificate are invalid, have been repealed retroactively or otherwise do not apply to the Securities. The provisions of this Disclosure Certificate constituting the Undertaking may be amended without the consent of the holders of the Securities, but only upon the delivery by the Issuer [Obligated Municipality] to each then existing NRMSIR and the SID, if any, of the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this Disclosure Certificate and by the Issuer [Obligated Municipality] with the Rule. Any such amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Issuer [Obligated Municipality] for other obligated person, as defined in the Rule), or type of business conducted. No such amendment may be made unless the Undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Securities. after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances. No such amendment shall be made unless it does not materially impair the interests of holders of the Securities, as determined by nationally recognized bond counsel. The annual financial information containing any amended operating data or amended financial information will explain, in narrative

form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the Undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new account principles and those prepared on the basis of the former accounting principles. The comparison will include a qualitative discussion of the differences in the accounting principles and the impact of the change in the account principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the Issuer [Obligated Municipality] or any obligated person to meet its obligations. To the extent reasonably feasible, the comparison will also be quantitative. A notice of the change in the accounting principles will be sent to each then existing NRMSIR or the MSRB, and to the SID, if any.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer [Obligated Municipality] from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Certificate. If the Issuer [Obligated Municipality] chooses to include any information in any Annual Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer [Obligated Municipality] shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 10. Default. In the event of a failure of the Issuer [Obligated Municipality] to comply with any provision of this Disclosure Certificate any holder of the Securities may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer [Obligated Municipality] to comply with its obligations under the Resolution and this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default with respect to the Securities and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer [Obligated Municipality] to comply with this Disclosure Certificate shall be an action to compel performance.

<u>Section 11. Beneficiaries</u>. This Disclosure Certificate shall inure solely to the benefit of the Issuer [Obligated Municipality], the Participating Underwriters and holders from time to time of the Securities, and shall crate no rights in any other person or entity.

		WHEREOF, I	have exe	ecuted this	Certificate	in my	official	capacity	effective t	he
					Executive C	Officer]				
[SEAL]					Clerk/Secret	ary				
jra/sylv	an.con2									

APPENDIX C

SCHEDULE OF SPECIAL ASSESSMENTS

[TO BE PROVIDED]

APPENDIX 2

CONTRACT BETWEEN

THE COUNTY OF WASHTENAW

and

THE TOWNSHIP OF SYLVAN

SYLVAN WASTEWATER SYSTEM

WASHTENAW COUNTY, MICHIGAN

DATED AS OF JULY 1, 2001

CONTRACT

THIS CONTRACT (the "Contract") is dated as d July 1, 2001, by and between the COUNTY OF WASHTENAW, a Michigan county (the "County"), and the TOWNSHIP OF SYLVAN ("Sylvan"), a Township located in the County of Washtenaw (the "Township").

WITNESETH:

WHEREAS, the County has preliminary approved the construction of the Sylvan Wastewater System (the "Project") pursuant to Act No. 185, Public Acts of Michigan, 1957, as amended ("Act 185"), to provide for a sanitary sewer system serving the Township; and

WHEREAS, the Department of Public Works of the County (the "DPW") under the control and direction of the Board of Public Works (the "Board") has been established to administer the powers conferred upon the County by Act 185; and

WHEREAS, it is necessary for reasons of public health and welfare that the Project be undertaken which includes improving the sanitary sewer system and appurtenances described in Appendix A all of which is hereafter referred to as the "Project"; and

WHEREAS, by the terms of Act 185, the County and the Township are authorized to enter in to a contract for the acquisition, construction and financing of the Project and for the payment of all or a part of the cost of the Project by the Township with interest, over a period not exceeding 25 years, and the County is then authorized, pursuant to a resolution of its Board of Commissioners and approval by the Board of Public Works, to issue its bonds to be secured by the full faith and credit of the Township and the full faith and credit of the County; and

WHEREAS, the parties have concluded that the Project, which is urgently needed to provide the means of treating sewage originating within the Township and thus to promote the health and welfare of the residents of the Township, can be most economically and efficiently provided and financed by the County acting through the DPW pursuant to the provisions of Act 185; and

WHEREAS, Jones & Henry Engineers, Ltd. (the "Consulting Engineers") have prepared preliminary plans for the Project and also estimates of the cost and period of usefulness of the Project (such preliminary plans as time to time revised or the final plans, as the context may dictate, are referred to in this Contract as the "Plans"), all of which have been submitted to the Board of Commissioners of the County and the governing body of the Township and placed on file with the Board of Commissioners in the office of the DPW; and

WHEREAS, in order to provide for the acquisition and construction of the Project by the County and its financing through the issuance of County Bonds, and for other related matters, it is necessary for the parties to enter into this Contract; and

WHEREAS, it is necessary to adopt a Contract to provide for the Project; and

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the County and the Township agree as follows:

1. Approval of Project. The County and the Township approve and agree to the acquisition, construction and financing of the Project under and pursuant to Act 185. The parties approve the designation of "Sylvan Wastewater System" as the name of the Project. The Township, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consent and agree to the establishment and location of the Project and any extension, improvement or enlargement of it within its corporate boundaries in accordance with the terms of this Contract or on land presently owned by and located in the Township, and to the use by the County of the streets, highways, alleys, lands, rights-of-way or other public places in the Township for the purpose and facilities of the Project and any improvements,

enlargement or extension of it. The Township further agree that, in order to evidence and effectuate this agreement and consent, they will obtain or assist the County in obtaining all easements, licenses, rights-of-way and/or title to property necessary for completion of the Project and will execute and deliver to the County such easements, rights-of-way, licenses, permits or consents as may be requested by the County. The Cost of obtaining necessary easements, licenses, rights-of-way and/or title to property in connection with the Project shall be Costs of the Project payable from the proceeds of the Bonds as set forth below. The Township further agrees that they will comply with all applicable State and Federal regulations related to this Project.

- 2. <u>Project Description</u>. The Project shall consist of the public improvements described and specified in Appendix A and as are more particularly set forth in the Plans, which Plans are on file with the DPW and are hereby approved and adopted. The Project shall be acquired and constructed substantially in accordance with the Plans and in accordance with final plans and specifications prepared and submitted by Jones & Henry Engineers, Ltd., but variations from the Plans which do not materially change the location, capacity or overall design of the Project, and which do not require an increase in the total estimated Cost of the Project, may be permitted on the authority of the DPW. Other variations or changes may be made if approved by the DPW and by resolution of the governing body of the Township and if provisions required by paragraph 5 below are made for payment or financing of any resulting increase in the total estimated cost. The estimates of the Cost of the Project, \$7,500,000, and the period of usefulness of the Project, in excess of 25 years, are likewise approved and adopted.
- 3. <u>Issuance of Bonds</u>. The County and the DPW shall take or cause to be taken all actions required or necessary, in accordance with Act 185, to procure the issuance and sale of bonds by the County (the "Bonds"), in one or more series, in whatever aggregate principal amount is necessary to defray the Cost of the Project. The Bonds shall be issued in anticipation of, and be payable from, the payments to be made by the Township to the County as provided in this Contract, shall be secured by the full faith and credit and limited taxing power of the Township and the County, and shall be payable in annual maturities, the last of which shall be not more than 25 years from the date thereof.
- 4. <u>Construction</u>. The construction of the Project will be governed by the contracts to be awarded by the DPW after recommendation by Jones & Henry Engineers, Ltd., Brighton, Michigan.
- Increase in Bonds. If, after the sale of the Bonds, it becomes necessary to increase the estimated Cost of the Project for any reason, or if the actual Cost of the Project shall exceed the estimated Cost, whether as the result of variations or changes made in the approved Plans or otherwise, then (without the execution of any further contracts or amendment of this Contract) additional bonds, after approval of an authorizing resolution by the Board of Public Works and upon the adoption of such authorizing resolution by the Board of Commissioners, shall be issued to defray such increased or excess Cost to the extent that funds for the same are not available from other sources; provided, however, that no such increase or excess shall be approved and no such additional bonds shall be authorized to be issued, nor shall the County enter into any contract for the acquisition or construction of the Project or any part thereof or incur any obligation for or pay any item of cost therefor, where the effect thereof would be to cause the total Cost of the Project to exceed by more than 5% the total estimated cost as hereinbefore approved, unless the governing body of the Township shall have previously adopted a resolution approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by the issuance of additional bonds in anticipation of increased or additional payments agreed to be made by the Township to the County in the manner hereinafter provided; provided, further, that the adoption of such approving resolution by the governing body of the Township shall not be required prior to or as a condition precedent to the issuance of additional bonds by the County, if the County has previously issued or contracted to sell bonds to pay all or part of the Cost of the Project, and the issuance of the additional bonds is necessary (as determined by the County) to pay such increased, additional or excess costs as are essential to completion of the Project according to the plans as last approved prior to the time when the previous Bonds were issued or contracted to be sold.
- 6a. <u>Payments by Township</u>. The Cost of the Project will be defrayed by the issuance of Bonds as provided in paragraphs 3 and 5 above. The Township covenants and agrees to pay the principal of,

premium, if any, and interest on the expenses and charges (including the DPW's administrative expenses) which are payable on account of the Bonds (such fees, expenses and charges being called "Bond Service Charges"). Payments shall be made to the County in semiannual installments which shall be due and payable 10 days prior to the day specified in the Bonds as the interest payment dates with respect to the Bonds, in amounts at least sufficient to pay all principal, premium, and/or interest falling due on such interest payment dates and all Bond Service Charges then due and payable.

The DPW shall, within 30 days after delivery of the Bonds, supply the County and the Township with a complete schedule of the payments of principal of and interest on the Bonds, and the DPW shall also, at least 30 days before each payment is due to be made by the Township, advise the Treasurer of the Township of the amount payable to the County on such date. If the Township fail to make any payment to the County when due, the same shall be subject to a penalty of 1% of the amount due for each month or fraction of a month that such amount remains unpaid after it is due. Failure of the DPW to furnish the schedule or give notice as above required shall not excuse the Township from the obligation to make payment when due. Payments shall be made by the Township when due whether or not the Project has then been completed or placed in operation. The foregoing obligations shall apply to all Bonds issued by the County to defray the Cost of the Project.

In the event the County is required to pay any amounts to the United States Department of Treasury (the "Treasury") because of regulations issued by the Treasury or the Internal Revenue Service, the Township shall reimburse the County for such amounts.

- 6b. <u>Township Special Assessments.</u> (1) The Township has confirmed special assessments in the total amounts set forth on Appendix C, which special assessments become due beginning December 1, 2002 and will be collected on December 1, 2002 through and including December 1, 2021.
- 7. <u>Advance Payments.</u> If the Township pays the Cost of the Project or any portion of it prior to the issuance of the Bonds, then the obligations of the Township shall be adjusted accordingly. The Township may pay in advance of maturity all or any part of a semiannual installment due to the County on the Bonds by surrendering to the County bonds issued hereunder of a like principal amount maturing in the same calendar year or by paying cash to the County and requesting the County to purchase any Bonds or call any Bonds in accordance with their terms.
- 8. <u>Use of Excess Bond Proceeds</u>. The proceeds of the sale of the Bonds shall be used solely and only to pay the Cost of the Project. After completion of the Project and payment of all Project Costs, any surplus remaining for the sale of the Bonds shall, at the option of the Township, be (a) used, with the review and approval of the DPW (which review and approval shall be in accordance with the same planning standards employed to review the Project originally, subject to all applicable laws, regulations and governmental standards then in effect), to extend, enlarge or improve the Project or any other project which has been constructed and/or maintained by the County for the benefit of the Township, (b) retained by the DPW for the payment of principal of and interest on the Bonds or (c) used to purchase the Bonds on the open market. In the event such surplus is used for principal and interest or used to purchase Bonds, the contract obligation of the Township with respect to such Bonds or maturities shall be reduced accordingly.
- 9. <u>Full Faith and Credit</u>. The Township, pursuant to the authorization of Section 12(2) of Act 185, hereby pledges its full faith and credit for the prompt and timely payment of its obligations expressed in this Contract. Each year the Township shall levy a tax in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this Contract coming due before the time of the following year's tax collections, provided, however, that if at the time of making its annual tax levy, the Township shall have on hand in cash other funds or reasonably expects to receive other funds (from special assessments (including received or anticipated prepayments thereof), user charges, connection fees or otherwise) which have been or will be set æide and pledged or are otherwise available for the payment of such contractual obligations falling due prior to the time of the next collection, then the annual tax levy may be reduced by such amount. In the event amounts pledged to or otherwise earmarked for payment of the Bonds are received in amounts so great as to jeopardize the status of the County's Bond Payment Fund as a bona fide debt service fund for purposes of federal tax regulations, the

County shall, within 30 days prior to the next scheduled payment of principal on the Bonds, devote such excess sum toward the purchase of Bonds on the open market. Any taxes levied by the Township shall be subject to the applicable statutory and constitutional tax limitations.

- 10. <u>Failure to Pay; Remedies</u>. In the event that the Township fails for any reason to pay to the DPW the amounts required to be paid under this Contract when due the County shall have the rights as by provided in and governed by Section 17 of Act 185. In addition to the foregoing, the County shall have all other rights and remedies provided by law to enforce the obligations of the Township to make payments to the County under this Contract.
- 11. <u>Change in Township</u>. No change in the jurisdiction over territory in the Township shall in any manner impair the obligations of this Contract. In the event all or any part of the territory of the Township is incorporated as a new city or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed shall assume the proper proportionate share of the contractual obligations and right to capacity in the Project of the Township from which such territory is taken in accordance with law.
- 12. a. Additions to or Extensions of Project. The County shall not be obligated to acquire or construct any facilities other than those described in paragraph 2 above. The responsibility for providing such additional facilities as may be needed shall be that of the Township who shall have the right to cause to be constructed and maintained, either directly or through the County, such necessary additional facilities. No extensions of the Project shall be made without DPW approval, which approval shall not be unreasonably withheld or conditioned.
- b. <u>Refunding and Advance Refunding</u>. The Bonds may be refunded in the event it appears advantageous in the opinion of the County's Financial Consultant to issue bonds to refund any series of bonds issued by the County pursuant to this Contract (including advance refunding bonds) and the Township consents to such refunding.

13. Ownership of Project.

- (a) The County hereby leases the Project to the Township and the Township hereby lease the Project from the County for operation, maintenance and administration for a term commencing upon the completion of the Project or any substantial part of it and ending upon the expiration of this Contract. The Township shall be responsible for the operation, maintenance and administration of the Project. The County shall have the right to take over operation of the Project and serve individual customers in the event of any default under this Contract by the Township as provided in paragraph 13(c) below.
- (b) So long as not in default hereunder, the Township shall have the exclusive right and option to establish, maintain, revise and collect rates and charges for sanitary sewer system service to its inhabitants or other persons using any facilities of the Project, and the Township shall have the exclusive right to determine how the funds derived from the collection of such rates and charges shall be expended. The Township shall operate and maintain the Project in compliance with all applicable rules and regulations of the Environmental Protection Agency and other authorities.
- (c) (i) In the event of any default under this Contract by the Township, after thirty (30) days written notice to the Township, the County shall have the right to set a date (the "Transfer Date") on and after which the County will have the right to take over operation of the entire sanitary sewer system which uses any of the facilities acquired by the Project (the "Sanitary Sewer System") within the Township.
- (ii) The Transfer Date set by the County shall be on the first of any month not more than ten months after the date of the notice and not less than sixty days after the notice provided for in subparagraph 13(c) (i) above.
- (iii) Unless the default is cured 15 days before the Transfer Date, the County shall have the right, but not the duty, to take over operation of the sanitary sewer system on the Transfer Date, to

establish, maintain, revise and collect rates and charges for sanitary sewer system service to all inhabitants connected to or to be connected to the sanitary sewer system in the Township.

- (d) The parties agree that the Project shall be acquired, constructed, operated, maintained and administered for the sole use and benefit of the Township and its various sanitary sewer system users, and the Township shall pay all costs in connection with the same, the County remaining the titular owner of the Project only to comply with the provisions of Act 185. So long as no default exists hereunder, the Township shall have the exclusive right and discretion, subject only to review by the County on the basis of sound public utility operational procedures and the other terms of this Contract, to determine policy for the use, expansion, improvement, operation, maintenance and administration of the Project.
- 14. <u>Costs and Expenses</u>. The parties agree that the costs and expenses of any lawsuits arising directly or indirectly out of this Contract or the construction or financing of the Project, to the extent that such costs and expenses are chargeable against the County or the DPW, shall be deemed to constitute a part of the Cost of the Project and shall be paid by the Township in the same manner as provided in this Contract with respect to other Costs of the Project. In the event of such litigation, the DPW shall consult with the Township and shall retain legal counsel agreeable to the County and the Township to represent the County. If the County and the Township cannot agree as to such representation within a reasonable time, the DPW shall exercise its discretion as to the retention of such counsel.
- 15. Township Indemnification. The parties hereto hereby expressly agree that the County shall not be liable for and the Township shall pay, indemnify and save the County harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages, and losses of every conceivable kind, whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction, operation, maintenance and repair of the System, this contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the County be held harmless by the Township from liability for such claims. actions, demands, expenses, damages, and losses, however caused or however arising including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages, and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the County or by negligence for which the County may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Township will also pay, indemnify and save the County harmless from and against, all costs, reasonable attorneys' fees, and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands or any of them, in the event it is determined that there is any liability on the part of the County. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the County on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the County has not paid the same, the Township shall be obligated to pay to the County upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. Notwithstanding the foregoing, nothing contained in this Section 15 shall be construed to indemnify or release the County against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the County's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the System, this contract or the issuance, sale or delivery of the bonds herein described.
- 16. <u>DPW Authority</u>. All powers, duties and functions vested by this Contract in the County shall be exercised and performed by the DPW, for and on behalf of the County, unless otherwise provided by law or in this Contract.
- 17. <u>Invalidity of Provisions</u>. In the event that any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Contract, but this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

- 18. No Impairment of Bondholder's Interests. The County and the Township each recognize and declare that the holders from time to time of the Bonds issued by the County under the provisions of Act 185, and secured by the full faith and credit limited tax pledge of the Township to the payment of the principal of and interest on the Bonds as set forth in this Contract, will have contractual rights in this Contract and it is therefore covenanted and agreed by each of the parties that so long as any of the Bonds remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration of or revision which would in any manner adversely affect either the security of the Bonds or the prompt payment of principal of or interest on the Bonds. The right to make changes in this Contract, by amendment, supplemental contract or otherwise, is nevertheless reserved insofar as the same do not have such adverse affect. The Township and the DPW further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Contract at the times and in the manner set forth in this Contract, and will not suffer to be done any act which would in any way impair the Bonds, the security for them, or the prompt payment of principal of and interest on the Bonds.
- 19. <u>County Treasurer</u>. It is understood that the County Treasurer may act as the Treasurer of the DPW and that the County Treasurer will have the responsibility to invest all funds coming into the County's possession in connection with the Project. The Treasurer is accordingly authorized to invest any such surplus funds in any obligations permitted by law and credit investment earnings for the benefit of the Township to the fund earning the same.
- 20. <u>Undertaking to Provide Continuing Disclosure</u>. The County and the Township hereby covenant and agree, for the benefit of the beneficial owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The undertaking shall be substantially in the form attached hereto as Appendix B. This Undertaking shall be enforceable by the beneficial owners of the Bonds or by the Purchaser(s) on behalf of such beneficial owners (provided that the right of the Purchasers and beneficial owners to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the obligations hereunder and any failure by the County and the Township to comply with the provision of this Undertaking shall not be an event of default with respect to the Bonds).

The County Treasurer or Clerk, and the Township Treasurer or Clerk, or other officer of the County or Township charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County and Township' Undertaking.

21. <u>Miscellaneous</u>.

- a. <u>Effective Date</u>. This Contract shall become effective after approval by the legislative bodies of the Township and by the Board of Commissioners of the County, and execution by the authorized officials of the parties. It shall terminate upon the earlier payment in full of all principal of, premium, if any, and interest on the Bonds, at which time the full right, title and ownership to the Project shall revert to the Township. The County shall take any and all necessary actions to fully transfer ownership of the Project to the Township, at no cost to the Township, upon the termination of this Contract.
- b. <u>Counterparts</u>. This Contract may be executed in several counterparts each of which shall be deemed one and the same agreement. It shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.
- c. <u>Contingency</u>. This Contract is contingent upon the County issuing its Bonds to defray the cost of acquiring and constructing the Project, and nothing contained in this Contract shall require the County to acquire or construct the Project if it is unable, after use of its best efforts, to sell the Bonds to finance the same.

Michigan.	d.	Governing Law.	This Contract	shall be interpreted under the laws of the State of
of this Contrac resolution or co		peen duly authori		and represents that the execution and performance essary action and do not contravene any policy,
County and the	f. Townsh			nent sets forth the entire agreement between the ter of this Contract.
convenience of this Agreement				tions and bylines used in this Contract are for the or describe the scope of intent of any provision of
and include the	h. plural (a	Use of the Singund vice versa) whe		this Contract of the singular shall be deemed to be
				ed this Contract to be executed and delivered, by and year first above written.
TOWNSHIP OF	SYLVA	N		COUNTY OF WASHTENAW
				By Its Board of Public Works
By: Its: Supervise				By: Its: Chairman
By: Its: Clerk				By: Its: Secretary

jra/sylvan.con1

APPENDIX A

Project DescriptionSylvan Township Wastewater System

Sylvan Township's new wastewater system for Sewer District No. 1 will include two main collection points in the District and a transport system to convey wastewater from the District to the existing Leoni Wastewater Treatment Plant. Sewer District No. 1 is in the east end of Sylvan Township and has 1,000 REUs. The wastewater system will have the capability of being expanded to handle future service areas.

Wastewater from Sewer District No. 1 will be collected by two pump stations, the South Pump Station in Section 14 of the Township and the North Pump Station located Section 11, north of Cavanaugh Lake Road. Both Pump Stations will discharge through separate force mains to the Main Pump Station near the intersection of Pierce Road and Old US 12. The force mains will be a 10-inch diameter with lengths of 9,500 feet from the South Pump Station and 13,000 feet from the North Pump Station.

The Main Pump Station and three other pump stations will be used to transport the wastewater to the Leoni Wastewater Treatment Plant, WWTP. The Leoni WWTP is in Leoni Township on Page Avenue west of Hayball Road.

The transport force main will be routed along the R/W of I-94 to Knight Road then west on Knight Road to Willis Road, south on Willis Road to Michigan Avenue, west on Michigan Avenue to Hayball Road, and south on Hayball to Page Avenue and west on Page Avenue to the Leoni WWTP. The force main will be 12 and 16 inch diameter pipe with a total length of 78,500 feet.

The estimated cost of the system is as follows:

Construction \$5,770,000
Engineering, legal and financing \$1,154,000
Contingencies \$576,000
Total Cost \$7,500,000

APPENDIX B

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the (the "Issuer") [(the "Obligated Municipality")] in
connection with the issuance of \$ [Name of Issue] (the "Securities"). The Securities are being issued pursuant to a Resolution adopted by the Governing Body of the Issuer on,; a Resolution adopted by the governing body of the Issuer
[Obligated Municipality]; and an Award Resolution adopted by the Governing Body of the Issuer on (collectively the "Resolution") and delivered to (the
"Purchaser") on the date hereof. Pursuant to the Resolution, the Issuer [Obligated Municipality] has covenanted and agreed to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events. In addition, the Issuer [Obligated Municipality] hereby specifically covenants and agrees as follows:
Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer [Obligated Municipality] for the benefit of the holders of the Securities in order to assist the Participating Underwriters within the meaning of the Rule (defined herein) in complying with SEC Rule 15c2-12(b)(5). This Disclosure Certificate constitutes the written Undertaking required by the Rule.
<u>Section 2. Definitions.</u> In addition to the defined terms set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:
"Annual Report" means any annual report provided by the Issuer [Obligated Municipality] pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.
"Audited Financial Statements" means the Issuer's [Obligated Municipality's] annual financial statements, which are currently prepared in accordance with generally accepted accounting principles [GAAP for governmental units as prescribed by GASB] and which the Issuer [Obligated Municipality] intends to continue to prepare in substantially the same form.
"Fiscal Year" means the fiscal year of the Issuer [Obligated Municipality].
"Final Official Statement" means the final official statement dated, delivered in connection with the Securities, which is available from the MSRB.
"Governing Body" means the of the Issuer [Obligated Municipality] or such other body as may hereafter be the chief legislative body of the Issuer.
"Issuer" means which is the obligated person with respect to the Securities.
["Obligated Municipality" means which is an obligated person with respect to the Securities.]
"Issuer Contact" means the [Clerk, or] of the Issuer who can be contacted at
["Obligated Municipality Contact" means the [Clerk, or] of the Obligated Municipality who can be contacted at]

"Material Event" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board located at 1150 18th Street, N.W., Suite 400, Washington, D.C. 20036.

"NRMSIR" means any nationally recognized municipal securities information repository as recognized from time to time by the SEC for purposes of the Rule.

"Participating Underwriter" means any of the original underwriter(s) of the Securities (including the Purchaser) required to comply with the Rule in connection with the offering of the Securities.

"Repository" means each NRMSIR and each SID, if any.

"Rule" means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"SID" means any public or private repository or entity designated by the State of Michigan as a state information depository for the purpose of the Rule.

Section 3. Provision of Annual Financial Information and Audited Financial Statements.

- (a) The Issuer [Obligated Municipality] shall, not later than two hundred seventy (270) days after the end of the Fiscal Year, commencing with the year that ends ______, _____, provide each Repository with annual financial information which is consistent with the requirements of Section 4 of this Disclosure Certificate. The annual financial information may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the Issuer [Obligated Municipality] may be submitted separately from the balance of the annual financial information; and provided further that unaudited financial statements will be included with the other financial information, if audited statements have not already been furnished.
- (b) If the Issuer [Obligated Municipality] is unable or fails to provide to the Repositories an Annual Report by the date required in subsection (a), the Issuer [Obligated Municipality] shall send a notice of that fact in a timely manner to the NRMSIRs, the MSRB and any SID.
- (c) The Issuer [Obligated Municipality] shall determine each year prior to the date for providing the Annual Report the name and address of each NRMSIR and each SID, if any.
- <u>Section 4. Content of Annual Reports.</u> The Issuer's [Obligated Municipality's] Annual Report shall contain or incorporate by reference the following:

Updates of the "State Equalized Valuation", "Taxable Valuation", "County and Township Tax Rates and Levies", "Tax Collection Record", "General Fund Revenues and Expenditures", and "Debt Statement (Direct and Overlapping Debt)" contained in the Final Official Statement and the current Audited Financial Statements.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Issuer [Obligated Municipality] or related public entities, which have been submitted to each of the Repositories or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer [Obligated Municipality] shall clearly identify each such other document so incorporated by reference.

Section 5. Reporting of Material Events.

- (a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events in a timely manner if material with respect to the Securities:
 - 1. Principal and interest payment delinquencies;

- 2. Non-payment related defaults;
- 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
- 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
- 5. Substitution of credit or liquidity providers, or their failure to perform;
- 6. Adverse tax opinions or events affecting the tax-exempt status of the Securities;
- 7. Modification to rights of holders of the Securities;
- 8. Securities calls:
- 9. Defeasances:
- 10. Release, substitution or sale of property securing repayment of the Securities; and
- 11. Rating changes.
- (b) Whenever a Material Event occurs, the Issuer [Obligated Municipality] shall promptly file a notice of such occurrence with either all NRMSIRs or with the MSRB and with any SID. Notwithstanding the foregoing, notice of Material Events described in subsections (a) (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is required to be given to holders of affected Securities pursuant to the Resolution.
- (c) Unless otherwise required by law and subject to technical and economic feasibility, the Issuer [Obligated Municipality] shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Issuer's [Obligated Municipality's] information.
- <u>Section 6. Termination of Reporting Obligation.</u> The Issuer's [Obligated Municipality's] obligations under the Resolution and this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all the Securities.

<u>Section 7. Issuer [Obligated Municipality] Contact; Agent.</u> Information may be obtained from the Issuer [Obligated Municipality] Contact. Additionally, the Issuer [Obligated Municipality] may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under the Resolution and this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent. The initial dissemination agent shall be the Municipal Advisory Council of Michigan, 1445 First National Building, Detroit, Michigan 48226.

Section 8. Amendment; Waiver. Notwithstanding any other provision of the Resolution or this Disclosure Certificate, as provided in this Section 8, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of nationally recognized bond counsel to the effect that such amendment or waiver would not, if and of itself, cause the undertakings to violate the Rule. The provisions of this Disclosure Certificate constituting the Undertaking or any provision hereof, shall be null and void in the event that the Issuer [Obligated Municipality] delivers to each then existing NRMSIR and the SID, if any, an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this Disclosure Certificate are invalid, have been repealed retroactively or otherwise do not apply to the Securities. The provisions of this Disclosure Certificate constituting the Undertaking may be amended without the consent of the holders of the Securities, but only upon the delivery by the Issuer [Obligated Municipality] to each then existing NRMSIR and the SID, if any, of the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this Disclosure Certificate and by the Issuer [Obligated Municipality] with the Rule. Any such amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Issuer [Obligated Municipality] for other obligated person, as defined in the Rule), or type of business conducted. No such amendment may be made unless the Undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Securities. after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances. No such amendment shall be made unless it does not materially impair the interests of holders of the Securities, as determined by nationally recognized bond counsel. The annual financial information containing any amended operating data or amended financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the Undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new account principles and those prepared on the basis of the former accounting principles. The comparison will include a qualitative discussion of the differences in the accounting principles and the impact of the change in the account principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the Issuer [Obligated Municipality] or any obligated person to meet its obligations. To the extent reasonably feasible, the comparison will also be quantitative. A notice of the change in the accounting principles will be sent to each then existing NRMSIR or the MSRB, and to the SID, if any.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer [Obligated Municipality] from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Certificate. If the Issuer [Obligated Municipality] chooses to include any information in any Annual Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer [Obligated Municipality] shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 10. Default. In the event of a failure of the Issuer [Obligated Municipality] to comply with any provision of this Disclosure Certificate any holder of the Securities may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer [Obligated Municipality] to comply with its obligations under the Resolution and this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default with respect to the Securities and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer [Obligated Municipality] to comply with this Disclosure Certificate shall be an action to compel performance.

<u>Section 11. Beneficiaries</u>. This Disclosure Certificate shall inure solely to the benefit of the Issuer [Obligated Municipality], the Participating Underwriters and holders from time to time of the Securities, and shall crate no rights in any other person or entity.

	IN WITNESS WHEREOF, I have executed the day of,	nis Certificate in my official capacity	effective	the
		[Executive Officer]	-	
[SEAL]		Clerk/Secretary	-	
jra/sylv	an.con1			

APPENDIX C

SCHEDULE OF SPECIAL ASSESSMENTS

[TO BE PROVIDED]

jra/sylvan.con1

COUNTY OF WASHTENAW BOARD OF COMMISSIONERS

At a regular meeting of the Board of Commissioners of Washtenaw County held in the Board Room, Ann Arbor, Michigan on July 18, 2001, at 6:45 p.m., Eastern Daylight Savings Time, there were:

PRESENT: Comms. Armentrout, Bergman, Craiger, DeLong, Gunn, Irwin, Kern,

Kestenbaum, Montague, Peterson, Prater, Shaw, Solowzuk, Yekulis

ABSENT: Comm. Sizemore.

The following preamble and resolution were offered by Commissioner Armentrout and seconded by Commissioner Peterson.

BOND RESOLUTION

WHEREAS, this Board of Commissioners has adopted resolutions approving the Sylvan Water System and the Sylvan Township Wastewater System in part for the purpose of providing a water system and a sanitary sewer system serving the Township of Sylvan (the "Project") as described in Exhibit 1; and

WHEREAS, pursuant to a resolution of this Board of Commissioners and pursuant to resolutions adopted or to be adopted by the governing body of the Township of Sylvan (the "Township"), the County of Washtenaw (the "County") and the Township are entering into Contracts dated as of July 1, 2001 (the "Contracts"), whereby the County agrees to acquire, construct and finance the Project at an estimated cost for both of \$12,500,000 and the Township agrees to pay for the cost of the Project, which is to be financed by bonds to be issued by the County (the "Bonds") up to the aggregate principal amount of \$12,500,000; and

WHEREAS, two Contracts for the Project was or will be executed between the County and the Township, showing an estimate of \$12,500,000 as the cost of constructing the Project and estimating not less than 30 years as the period of usefulness of the County's share of the Project, and has been approved by the Board of Public Works and by this Board of Commissioners of the County and by the Township and has been or will be approved; and

WHEREAS, under the Contracts, the Township is to pay semi-annually to the County an amount equal to each semi-annual installment of principal of, premium, if any, and interest on the Bonds and in addition are to pay all transfer agent and registrar fees and other bond service charges, as determined pursuant to the Contracts; and

WHEREAS, the County desires to issue Bonds pursuant to Act No. 185, Michigan Public acts of 1957, as amended (the "Act"), in anticipation of the payments to be made by the Township under the Contracts; and

WHEREAS, the County proposes to undertake the Project and to request the County to incur taxable or tax-exempt debt (the "Reimbursement Obligations") to finance all or a portion of the costs of the Project; and

WHEREAS, the County may make certain expenditures for said Project prior to issuance of the Reimbursement Obligations and may wish to use the proceeds of the Reimbursement Obligations to reimburse all or a portion of said expenditures; and

WHEREAS, it is in the public interest and for the public benefit that the County designate an authorized officer for the purposes of declaring official intent of the County with respect to expenditures; and

WHEREAS, the County Board of Public Works has approved this resolution and recommended its adoption by the Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WASHTENAW as follows:

1. (a) <u>Bond Details</u>. Bonds of the County of Washtenaw up to the aggregate principal amount of \$12,500,000 shall be issued for the purpose of defraying the cost of acquiring and constructing the Project. The Bonds shall be issued in substantially the form of Appendix A attached hereto. The Bonds shall be known as "Washtenaw County - Sylvan Township Water and Wastewater System Improvements Bonds, Series 2001" and shall be dated September 1, 2001 or such later date up to December 1, 2001 as the Director of the Department of Public Works shall order. The Bonds shall be fully registered Bonds, both as to principal and interest, in any denomination which is \$5,000 or a multiple of \$5,000 up to the amount of a single maturity, and shall be numbered from 1 upwards. The Bonds shall mature on May 1 in each year as follows:

<u>YEAR</u>	<u>PRINCIPAL</u>	<u>YEAR</u>	PRINCIPAL	<u>YEAR</u>	PRINCIPAL
2003	\$400,000	2010	\$600,000	2017	\$700,000
2004	400,000	2011	600,000	2018	800,000
2005	400,000	2012	600,000	2019	800,000
2006	400,000	2013	600,000	2020	800,000
2007	500,000	2014	700,000	2021	900,000
2008	500,000	2015	700,000	2022	900,000
2009	500,000	2016	700,000		

2. <u>Interest Payment and Date of Record.</u> The Bonds shall bear interest payable November 1, 2001, and each May 1 and December 1 thereafter, until maturity, which interest rate shall not exceed 8% per annum. Interest shall be paid by check mailed by first class mail to the registered owner of each Bond as of the applicable date of record, provided, however, that the Chairman of the Board of Public Works may agree with the Bond Registrar on a different method of payment. If interest is paid differently, the Bond form attached as Appendix A and the Notice of Sale form attached as Appendix B shall be changed accordingly.

The date of record for each interest payment shall be the 15th day of the calendar month preceding the date such payment is due.

- 3. <u>Discount</u>. The Bonds may be offered for sale at a price of not less than 99% of the face amount thereof, and the Director of the Department of Public Works is authorized, in his or her discretion, to provide for a higher or lower minimum purchase price in the Notice of Sale of the Bonds.
- 4. <u>Prior Redemption</u>. Bonds maturing prior to May 1, 2010 shall not be subject to redemption prior to maturity. Bonds maturing on or after May 1, 2010 shall be subject to redemption prior to maturity at the option of the County, subject to the rights and direction of the Township as set forth in the Contracts, in any order, in whole or in part on any interest payment date on or after May 1, 2009. Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption plus a premium as follows:

 $\frac{1}{2}$ of 1% of the principal amount of each bond called for redemption on or after May 1, 2009, but prior to May 1, 2012.

Bonds called for redemption on or after May 1, 2012 shall be redeemed at par.

With respect to partial redemptions, any portion of a Bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed constitute authorized denominations. In the event that less than the entire principal amount of a Bond is called for redemption, upon surrender of the Bond to the Bond Registrar, the Bond Registrar

shall authenticate and deliver to the registered owner of the Bond a new Bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each Bond being redeemed by first class mail at least 30 days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption. Any defect in any notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption provided funds are on hand with the Bond Registrar to redeem the same.

- Bond Registrar and Paying Agent/Book Entry Depository Trust. The Board of Public Works shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Bonds (sometimes referred to as the "Bond Registrar") which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Board of Public Works from time to time as required may designate a similarly qualified successor bond registrar and paying agent. The Bonds shall be deposited with a depository trustee designated by the Board of Public Works who shall transfer ownership of interests in the Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Chairman of the Board of Public Works after consultation with the depository trustee. The Board of Public Works is authorized to enter into any depository trust agreement on behalf of the County upon such terms and conditions as the Board of Public Works shall deem appropriate and not otherwise prohibited by the terms of this Resolution, which agreement shall be executed by the Chairman and Secretary. The depository trustee may be the same as the Bond Registrar otherwise named by the Chairman or Secretary, and the Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the Chairman or Secretary may determine.
- 6. <u>Transfer or Exchange of Bonds</u>. Any Bond shall be transferable on the bond register maintained by the Bond Registrar with respect to the Bonds at any time upon the surrender of the Bond together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned Bond the Bond Registrar shall authenticate and deliver a new Bond or Bonds in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

Bonds may likewise be exchanged at any time for one or more other Bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the Bond or Bonds being exchanged. Such exchange shall be effected by surrender of the Bond to be exchanged to the Bond Registrar with written instructions signed by the registered owner of the Bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a Bond with proper written instructions the Bond Registrar shall authenticate and deliver a new Bond or Bonds to the registered owner of the surrendered Bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar is not required to honor any transfer or exchange of Bonds during the 15 days preceding an interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the County, subject, however to reimbursement by the Township pursuant to the Contracts. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

7. a. Reduction in Aggregate Amount of Bonds. In the event it shall be determined by the Director of the Department of Public Works (the "Director") after this Resolution is adopted that the Project cost shall be less than the estimate, the Director shall reduce the principal amount of the Bonds by \$5,000 denominations, one such denomination for each maturity in any order to the extent required to avoid the issuance of more Bonds than will be required in light of the bids received, and the Notice of Sale shall be correspondingly altered.

- b. The Director shall also be authorized to reduce the amount of bonds to be issued by up to \$1,100,000 if in his judgment the source of repayment is not sufficiently finalized. In this event, the Director shall determine the new maturity schedule.
- c. <u>Capitalized Interest</u>. Up to two years of interest on the bonds may be capitalized if so ordered by the Director of the Department of Public Works.
- 8. <u>Execution and Delivery</u>. The Chairman of the Board of Commissioners and the County Clerk of the County are authorized and directed to execute the Bonds for and on behalf of the County by manually executing the same or by causing facsimile signatures of the Chairman of the Board of Commissioners and of the County Clerk to be affixed, provided in the latter instance the Bonds are thereafter authenticated by the Bond Registrar. The Bonds shall be sealed with the County seal or a facsimile of the County seal. Upon the execution of the Bonds they shall be delivered to the Treasurer of the County, who is authorized and directed to deliver the Bonds to the purchaser upon receipt in full of the purchase price.
- 9. <u>Full Faith and Credit of Township and County</u>. The Bonds are to be issued pursuant to the provisions of the Act in anticipation of the payments to become due to the County from the Township under the Contracts. Such payments are supported by a pledge of the full faith and credit of the Township. The full faith and credit of the County is hereby pledged for the prompt payment of the principal of, premium, if any, and interest on the Bonds as the same shall become due. The ability of the Township and the County to raise funds with which to meet such full faith and credit pledge is subject to applicable statutory and constitutional tax limitations.
- 10. <u>Bond Payment Fund</u>. All moneys paid to the County by the Township toward the cost of the Project pursuant to the Contracts, shall be set aside by the County in a Bond Payment Fund to be used solely for the payment of the principal of, premium, if any, and interest on the Bonds and expenses incidental thereto. From the proceeds of the sale of the Bonds, there shall be deposited in the Bond Payment Fund any premium and accrued interest received from the purchaser of the Bonds as well as any capitalized interest on the Bonds.
- 11. <u>Construction Fund</u>. There is hereby established a Construction Fund for the Project into which all proceeds of the borrowing shall be deposited, except (a) capitalized interest on the Bonds, if any, and (b) any premium and accrued interest received from the purchaser of the Bonds. The Construction Fund shall be used to acquire and construct the Project.
- 12. Approval of the Department of Treasury; Exception. The issuance and sale of the Bonds shall be subject to the approval of the Michigan Department of Treasury, as required by law, and the Director or Bond Counsel is hereby authorized to make application to the Department of Treasury for permission to issue and sell the Bonds. Alternatively, the Director or Bond Counsel, in his or her discretion, is authorized to apply for an exception to such prior approval from the Michigan Department of Treasury.
- 13. <u>Mutilated, Lost, Stolen or Destroyed Bonds</u>. In the event any Bond is mutilated, lost, stolen or destroyed, the Chairman of the Board of Commissioners and the County Clerk may, on behalf of the County, execute and deliver, or order the Bond Registrar to authenticate and deliver, a new Bond having a number not then outstanding, of like date, maturity and denomination as that mutilated, lost, stolen or destroyed.

In the case of a mutilated Bond, a replacement Bond shall not be delivered unless and until such mutilated Bond is surrendered to the Bond Registrar. In the case of a lost, stolen or destroyed Bond a replacement Bond shall not be delivered unless and until the County and the Bond Registrar shall have received such proof of ownership and loss and indemnity as they determine to be sufficient, which shall consist at least of (i) a lost instrument bond for principal and interest remaining unpaid on the lost, stolen or destroyed bond, (ii) an affidavit of the registered owner (or his or her attorney) setting forth ownership of the Bond lost, stolen or destroyed and the circumstances under which it was lost, stolen or destroyed, (iii) the agreement of the Bond (or his or her attorney) to fully indemnify the County and the Bond Registrar against loss due to the lost, stolen or destroyed bond and the issuance of any replacement Bond

in connection therewith, and (iv) the agreement of the owner of the Bond (or his or her attorney) to pay all expenses of the County and the Bond Registrar in connection with the replacement, including the transfer and exchange costs which otherwise would be paid by the County.

- 14. <u>Arbitrage and Tax Covenants</u>. Notwithstanding any other provision of this Resolution, the County covenants that it will not at any time or times:
- (a) Permit any proceeds of the Bonds or any other fund of the County or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Bond as a bond which is not a qualified bond within the meaning of Section 141(e) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or
- (b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Bonds to be includible in gross income for federal income tax purposes or cause the proceeds of the Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code, or (ii) adversely affect the exemption of the Bonds and the interest thereon from the State of Michigan income taxation.
- 15. <u>Qualification of Bonds</u>. The Bonds are <u>not</u> designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code, unless, at the time the Notice of Sale is published, the Bonds have been determined to be eligible to be so designated on the basis of the County's reasonable expectations at the time of such publication. In such event, the Notice of Sale shall be changed appropriately and the Bonds shall there be so designated.
- 16. <u>Notice of Sale</u>. Sealed bids for the purchase of the Bonds shall be accepted up to a time to later be determined by the Chairman of the Board of Public Works. Notice of the sale shall be published once in accordance with law in The Bond Buyer, in substantially the form attached as Appendix B to this Resolution. The Chairman of the Board of Public Works may make such changes to the attached Notice of Sale, or cause it to be published in additional publications, as he deems appropriate.
- Defeasance. If the whole amount of the principal of and premium, if any, and interest due and payable upon all outstanding Bonds shall be paid, or if sufficient moneys, or Government Obligations not callable prior to maturity, the principal of and interest on which, when due and payable will provide such sufficient moneys, shall be deposited with and held by a trustee for the purpose of paying principal of and premium, if any, and interest due and payable upon all outstanding Bonds, if all outstanding Bonds to be redeemed prior to maturity shall have been duly called for redemption or irrevocable instructions to call such Bonds for redemption shall have been given to such trustee, then the right, title and interest of the holders of the Bonds shall thereupon cease, terminate and become void and the County shall be released from the obligations of this resolution and any moneys or other funds held pursuant to this resolution for the purpose of paying principal of a premium, if any, and interest on the Bonds then outstanding (other than the aforementioned funds on deposit with the trustee for redemption of the outstanding Bonds) shall be released from the conditions of this resolution and paid over to the County and considered excess proceeds of the Bonds. In the event Government Obligations shall be deposited with and held by the trustee as herein above provided, the trustee shall within 30 days after such Government Obligations or moneys shall have been deposited with it, cause a notice signed by the trustee to be published once in a newspaper of general circulation in the City of Detroit, Michigan, setting forth (a) the date or dates, if any, designated for the redemption of the Bonds, (b) a description of the Government Obligations and moneys so held by it, and (c) that this resolution has been released in accordance with the provisions of this Section. All moneys and Government Obligations held by such trustee pursuant to this Section shall be held in trust and applied to the payment, when due, of the obligations payable therewith as provided herein above. As used herein the

term "Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

- 18. <u>Reimbursement</u>. (a) The Treasurer of the County is hereby authorized to declare official intent of the County with respect to reimbursement or expenditures incurred prior to issuance of the Bonds.
- (b) Each declaration of official intent shall be substantially in the form set forth in APPENDIX C attached hereto and by this reference incorporated herein, and said form may be modified from time to time on the advice of bond counsel to the County and as necessary to conform to requirements of our reimbursement regulations as the same may be adopted by the Internal Revenue Service or amended from time to time, or with the requirements of applicable rulings or regulations relating to tax-exempt borrowings.
- (c) The official making the declaration is hereby directed to file each declaration of official intent in the office of the Washtenaw County Clerk, County Court House, 101 E. Huron, Ann Arbor, Michigan, which location constitutes the customary location of the records of the Township which are available to the general public.
- (d) The County Clerk is further directed to assure that each declaration of intent is continuously available during normal business hours of the County on every business day of the period beginning the earlier of 10 days after the date of execution of said declaration of intent and ending on the date of issuance of the Reimbursement Obligations.
- 19. <u>Retention of Bond Counsel</u>. The firm of Axe & Ecklund, P.C., attorneys, of Grosse Pointe Farms, Michigan, is hereby retained to act as bond counsel for the County in connection with the issuance and sale of the Bonds.
- 20. <u>Retention of Financial Consultant</u>. Bendzinski & Co., of Detroit, Michigan, is hereby retained to act as financial consultant and advisor for the County in connection with the issuance and sale of the Bonds.

A vote on the foregoing resolution was taken and was as follows:

YES: Comms. Armentrout, Bergman, Craiger, DeLong, Gunn, Irwin, Kern,

Kestenbaum, Montague, Peterson, Prater, Shaw, Solowzuk, Yekulis

NO: None.

ABSTAIN: None.

The Resolution was declared adopted.

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CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the County of Washtenaw, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County at a regular meeting held on July 18, 2001, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Peggy M. Haines, County Clerk/Register By: Deputy Clerk

Res. No. 01-0138 las.r3-was102

EXHIBIT 1

PROJECT DESCRIPTION SYLVAN TOWNSHIP WATER SYSTEM

Sylvan Township's new water system for Water District No. 1 will include a water supply, water treatment, and water distribution. Water District No. 1 is in the east end of the Sylvan Township and has 1,000 REUs.

The water supply will be provided by two 12-inch wells with submersible pumps. Each well will be developed to provide approximately 300 to 400 gpm flow. The wells will be located on the north side of Old US 12 approximately 3,000 feet east of the intersection of Old US 12 and Pierce Road. The wells will discharge to the new water treatment plant.

The water treatment plant will have a capacity to serve Water District No. 1, 300,000 gallons per day. The treatment will include iron removal, membrane softening and disinfection. Water will be pumped from the water treatment plant to a new elevated storage tank. The water treatment plant will be located on a site adjacent to Old US 12, opposite the site of the new wells.

The elevated storage tank will be a 500,000 gallon tank positioned immediately east of the water treatment plant. It will be installed at an elevation to provide adequate water pressure for Water District No. 1.

Distribution mains will be extended from the elevated storage tank to Water District No. 1. Two 12-inch mains with a total length of 20,000 feet will be installed to serve the water district. One will be routed to the northern half of the District, north of Cavanaugh Lake Road and the other main will be routed to the south half of Water District No. 1.

The estimated cost of the system is as follows:

Construction \$3,560,000 Engineering, legal and financing \$728,000 Contingencies \$712,000

Total Cost \$5,000,000

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Project DescriptionSylvan Township Wastewater System

Sylvan Township's new wastewater system for Sewer District No. 1 will include two main collection points in the District and a transport system to convey wastewater from the District to the existing Leoni Wastewater Treatment Plant. Sewer District No. 1 is in the east end of Sylvan Township and has 1,000 REUs. The wastewater system will have the capability of being expanded to handle future service areas.

Wastewater from Sewer District No. 1 will be collected by two pump stations, the South Pump Station in Section 14 of the Township and the North Pump Station located Section 11, north of Cavanaugh Lake Road. Both Pump Stations will discharge through separate force mains to the Main Pump Station near the intersection of Pierce Road and Old US 12. The force mains will be a 10-inch diameter with lengths of 9,500 feet from the South Pump Station and 13,000 feet from the North Pump Station.

The Main Pump Station and three other pump stations will be used to transport the wastewater to the Leoni Wastewater Treatment Plant, WWTP. The Leoni WWTP is in Leoni Township on Page Avenue west of Hayball Road.

The transport force main will be routed along the R/W of I-94 to Knight Road then west on Knight Road to Willis Road, south on Willis Road to Michigan Avenue, west on Michigan Avenue to Hayball Road, and south on Hayball to Page Avenue and west on Page Avenue to the Leoni WWTP. The force main will be 12 and 16 inch diameter pipe with a total length of 78,5000 feet.

The estimated cost of the system is as follows:

Construction \$5,770,000
Engineering, legal and financing \$1,154,000
Contingencies \$576,000
Total Cost \$7,500,000

APPENDIX A

[FORM OF BOND]

UNITED STATES OF AMERICA-STATE OF MICHIGAN COUNTY OF WASHTENAW

WASHTENAW COUNTY - SYLVAN TOWNSHIP WATER AND WASTEWATER SEWER SYSTEM IMPROVEMENTS BOND, SERIES 2001

RATE	<u>MATURITY</u>	<u>DATE</u>	<u>DATE OF ISSUA</u> 1,		CUSIP
	RED OWNER:	=======================================		=====	====
PRINCIPA	L AMOUNT:				
acknowled Maturity D specified a surrender paying ago Owner of applicable interest has emiannua Date or eaday of the Bond by the Bond by the Bond	ges itself indebte ate specified above or its region of this Bond at the ent and bond region of this Bond, as should be above of record for the speen paid, at ally thereafter on arrier redemption of month preceding Registrar to the Find Registrar on the	and promises to payone, unless paid prior stered assigns, the Phe principal corporate gistrar (the "Bond Regiown on the books of rom the Date of Issuathe Rate per annum step the first day of and the date such payments and promise the date of the date of the payments and promise the date of the date	y (but only from the southereto as hereinafter provincipal Amount specifie trust office of	urces in ovided, dabouterest to by the resuch noting ear to ment of vable books	an (the "County"), hereby referred to herein) on the to the Registered Owner we upon presentation and,, Michigan, as thereon to the Registered e Bond Registrar, on the later date through which, and and including the Maturity finterest shall be the 15th y check or draft mailed by of the County maintained on the basis of a 360-day
		ate, numbered from	1 upwards, aggreg	gating	to denomination, date of the principal sum of ty, pursuant to and in full
Public Acts	s of 1957, as am	ution and Statutes of tended), for the purpose	he State of Michigan (e e of defraying the cost o	specia f	lly Act No. 185, Michigan serving Project") which serves the

This Bond and the series of which this is one are payable as to principal, premium, if any, and interest from moneys to be paid to the County by the Township pursuant to two Contracts dated as of July 1, 2001 (the "Contracts"), between (among others) the County and the Township, whereby the Township agree to pay to the County the cost of that part of the Project financed by the bonds in semiannual installments equal to the principal of, premium, if any, interest and service charges on the bonds. The full faith and credit of the Township is pledged for the prompt payment of its obligations pursuant to the Contracts. Pursuant to the resolution authorizing the issuance of this series of bonds, the full faith and credit of the County has also been pledged for the prompt payment of the principal of, premium, if any, and interest on the bonds of this series. The ability of the Township and the County to raise funds with which to meet such full faith and credit pledge is subject to applicable statutory, constitutional and charter tax limitations.

Bonds maturing prior to 1, shall not be subject to redemption prior to maturity. Bond
maturing on or after 1, shall be subject to redemption prior to maturity at the option of the
County, subject to the rights and direction of the Township as set forth in the Contracts, in any order, in
whole or in part, on any interest payment date on or after 1, Bonds so called for redemptio
shall be redeemed at par, plus accrued interest to the date fixed for redemption plus a premium as follows:
of the principal amount of each bond called for redemption on or after 1,, but prior t 1,
No premium called after 1,

With respect to partial redemptions, any portion of a bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitutes an authorized denomination. In the event that less than the entire principal amount of a bond is called for redemption, upon surrender of the bond to the Bond Registrar, the Bond Registrar shall authenticate and deliver to the Registered Owner of the bond a new bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption, if different than otherwise provided in the resolution authorizing the issuance of the bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Bond Registrar to redeem the same.

This Bond shall be transferable on the books of the County maintained by the Bond Registrar upon surrender of this Bond to the Bond Registrar together with an assignment executed by the Registered Owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned bond, the Bond Registrar shall authenticate and deliver a new bond or bonds in authorized denominations in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

This Bond may likewise be exchanged for one or more other bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the bond or bonds being exchanged. Such exchange shall be effected by surrender of the bond to be exchanged to the Bond Registrar with written instructions signed by the Registered Owner of the bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond α bonds to the Registered Owner of the bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar is not required to honor any transfer or exchange of bonds during the fifteen (15) days preceding an interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the County, unless otherwise agreed upon by the County and the Bond Registrar. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

This Bond and the bonds of this series have ____ been designated as "qualified tax-exempt obligations" for purposes of Paragraph 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit until the certificate of authentication hereon has been duly executed by the Bond Registrar, as authenticating agent.

It is hereby certified, recited and declared that all things, conditions and acts required to exist, happen and be performed precedent to and in connection with the issuance of this Bond and the other bonds of this series, existed, have happened and have been performed in due time, form and manner as required by the Constitution and Statutes of the State of Michigan, and that the total indebtedness of the County, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Washtenaw, State of Michigan by its Board of Commissioners, has caused this Bond to be executed in its name with the facsimile signatures of the Chairman of its Board of Commissioners and its County Clerk, has caused a facsimile of its seal to be affixed hereto and has caused this Bond to be authenticated by the Bond Registrar, as the County's authenticating agent, all as of the Date of Issuance set forth above.

		COUNTY OF WASHTENAW			
	Ву:	Chairman of the Board of Commissioners			
[SEAL]	Ву:	County Clerk			
DATE OF AUTHENTICATION:					
BOND REGISTRA	AR'S CERTIFIC	ATE OF AUTHENTICATION			
This Bond is one of the series of and Wastewater System Improvements E		ated "Washtenaw County - Sylvan Township Wate 001."			
		, Michigai			
D		as Bond Registrar and Authenticating Agen			
Ву:	Author	ized Representative			

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto this Bond and all rights hereunder and hereby irrevocably constitutes and appoints
attorney to transfer this Bond on the books kept for registration thereof with full power of substitution in the premises.
Tuli power of substitution in the premises.
Dated:
Signature:
Notice: The signature(s) to this assignment must correspond with the name as it appears upon the face of this Bond in every particular, without alteration or enlargement or any change whatsoever.
Signature Guaranteed:
Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.
The transfer agent will not effect transfer of this Bond unless the information concerning the transferee requested below is provided:
Name and Address:
(Include information for all joint owners if bond is held by joint account)
PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE (Insert number for first named transferee if held by joint account)
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APPENDIX B

[FORM OF OFFICIAL NOTICE OF SALE]

OFFICIAL NOTICE OF SALE

COUNTY OF WASHTENAW
STATE OF MICHIGAN
WASHTENAW COUNTY - SYLVAN TOWNSHIP WATER AND
WASTEWATER SYSTEM IMPROVEMENT BONDS, SERIES 2001

SEALED BIDS: Sealed bids for the purchase of the bonds described herein (the "Bonds") will be received by the undersigned, on behalf of the County of Washtenaw Department of Public Works (the "Issuer"), at the office of the of the County of Washtenaw,, Ann Arbor, Michigan 48107 on,, until _:00m., Eastern Time, at which time and place the bids will be publicly opened and read.
In the alternative, sealed bids will also be received on the same date and until the same time by an agent of the undersigned at the offices of Bendzinski & Co., Municipal Finance Advisors, One Kennedy Square, 719 Griswold, Suite 2130, Detroit, Michigan 48226-3333, where they will be publicly opened simultaneously. Bids received at Ann Arbor, Michigan will be read first followed by the bids received at the alternate location. Bidders may choose either location to present bids and good faith checks, but not both locations. Any bidder may submit a bid in person to either bidding location. However, no bidder is authorized to submit a Fax bid to Ann Arbor, Michigan.
The Bonds will be awarded or all bids will be rejected by the Issuer at a meeting to be held within twenty-four hours of the sale.
BOND DETAILS : The Bonds will be fully registered bonds, both as to principal and interest, in any one or more denominations of \$5,000 or a multiple of \$5,000, not exceeding the aggregate principal amount for each maturity, dated 1,, numbered from 1 upwards and will bear interest from their date of issuance payable on 1, and semiannually thereafter on each 1 and 1 and until maturity. The Bonds will mature on 1 of each year as follows:
YEAR PRINCIPAL YEAR PRINCIPAL YEAR PRINCIPAL

PRIOR REDEMPTION: Bonds maturing prior to 1, shall not be subject to redemption prior to
maturity. Bonds maturing on or after 1, shall be subject to redemption prior to maturity at the
option of the County, subject to the rights and direction of the Township of Sylvan (the "Township") as se
forth in the Contracts, in any order, in whole or in part, on any interest payment date on or after 1
Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for
redemption plus a premium as follows:
of the principal amount of each bond called for redemption on or after 1,, but prior to 1,
No premium called after 1,

With respect to partial redemptions, any portion of a bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitutes an authorized denomination. In the event that less than the entire principal amount of a bond is called for redemption, upon surrender of the bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the bond a new bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each bond being redeemed by first class mail at least 30 days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption, if different than otherwise provided in the Bond Resolution. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the bond registrar to redeem the same.

INTEREST RATE AND BIDDING DETAILS: The Bonds shall bear interest at a rate or rates not exceeding _% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY YEAR SHALL NOT BE AT A RATE LOWER THAN THE RATE BORNE BY BONDS MATURING IN ANY PRECEDING YEAR. No proposal for the purchase of less than all of the Bonds, at a price less than __% of their par value or at an interest rate or rates that will result in a net interest cost of more than _% per annum, will be considered.

BOOK-ENTRY-ONLY: The Bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Purchase of the Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in Bonds purchased. The book-entry-only system is described further in the nearly final official statement for the Bonds.

BOND REGISTRAR, PAYING AGENT AND DATE OF RECORD:

Michigan has been selected as bond registrar and paying agent (the "Bond Registrar") for the Bonds. The Bond Registrar will keep records of the registered holders of the Bonds, serve as transfer agent for the Bonds, authenticate the original and any re-issued bonds and pay interest by check or draft mailed to the registered holders of the Bonds as shown on the registration books of the County kept by the Bond Registrar on the applicable date of record. The date of record for each interest payment shall be the 15th day of the month before such payment is due. The principal of and redemption premium, if any, on the Bonds will be paid when due upon presentation and surrender thereof to the Bond Registrar. As long as DTC, or its nominee Cede & Co., is the registered owner of the Bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of DTC participants and indirect participants as described in the nearly final official statement for the Bonds. The County may from time to time as required designate a successor bond registrar and paying agent.

PURPOSE AND SECURITY: The Bonds	are to be issued pursua	ant to the provisions	s of Act No. 1	85, Public
Acts of Michigan, 1957, as amended (the	"Act"), to defray part of	the cost of		serving
the Township, being the	Project (the "Project").	The Bonds are to b	be issued in a	nticipation
of, and are primarily payable from, payme	nts to be made by	 		the
Township pursuant to a certain Contrac	ts dated as of	, 1,, be	etween the	County of
Washtenaw (the "County") and the Town	ship (the "Contracts"), v	wherein the Towns	hip agree to	pay to the
County the cost of that part of the Project	ct financed by the Bond	ls in semiannual in	stallments eq	ual to the
principal of, interest and service charges of	on the Bonds of this issu	e. The full faith and	d credit of the	Township
and the County have been pledged for th	e making of such paym	ents. The ability o	f the Townshi	p and the
County to raise funds with which to meet	such full faith and cred	it pledge is subject	to applicable	statutory,
constitutional and charter tax limitations.				

GOOD FAITH CHECK: A certified or cashier's check drawn upon an incorporated bank or trust company or a financial surety bond in an amount equal to 1% (\$____) of the face amount of the Bonds, and payable to the order of the County Treasurer must accompany each bid as a guarantee of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the Bonds. If a check is used, it must accompany each bid. If a financial surety bond is used, it must be from an insurance company licensed to issue such a bond in the State of Michigan and such bond must be submitted to the County Treasurer prior to the opening of the bids. The financial surety bond must identify each bidder whose good faith deposit is guaranteed by such financial surety bond. If the Bonds are awarded to a bidder utilizing a financial surety bond, then that purchaser (the "Purchaser") is required to submit its good faith deposit to the County in the form of a cashier's check (or wire transfer such amount as instructed by the County or its financial advisor) not later than noon, Eastern Time, on the next business day following the award. If such good faith deposit is not received by that time, the financial surety bond may be drawn upon by the County to satisfy the good faith deposit requirement. The good faith deposit will be applied to the purchase price of the Bonds. No interest shall be allowed on the good faith checks, and checks of each unsuccessful bidder will be promptly returned to such bidder's representative or by registered mail. The good faith check of the successful bidder will be cashed immediately, in which event, payment of the balance of the purchase price of the Bonds shall be made at the closing.

AWARD OF THE BONDS: The Bonds will be awarded to the bidder whose bid produces the lowest interest cost computed by determining, at the rate or rates specified in the bid, the total dollar amount of all interest on the Bonds from _____ 1, ____, to their maturity and deducting therefrom any premium or adding thereto any discount.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser. Any rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE COUNTY.

LEGAL OPINION: Bids shall be conditioned upon the unqualified approving opinion of John R. Axe and Associates, Grosse Pointe Farms, Michigan (the "Bond Counsel"), a copy of which will be printed on the reverse side of each bond and the original of which will be furnished without expense to the purchaser of the Bonds at the delivery thereof. The fees of Bond Counsel for its services in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue such opinion and as described in the official statement, Bond Counsel has not been requested to examine or review, and has not examined or reviewed, any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, marketing or issuance of the Bonds and, therefore,

has not expressed and will not express an opinion with respect to the accuracy or completeness of the official statement or any such financial documents, statements or materials.

TAX MATTERS: In the opinion of Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes, such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, the Bonds and the interest thereon are exempt from all taxation in the State of Michigan except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

THE BONDS HAVE ___ BEEN DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" WITHIN THE MEANING OF SECTION 265 (b)(3) OF THE INTERNAL REVENUE CODE OF 1986.

<u>CERTIFICATE REGARDING "ISSUE PRICE"</u>: The successful bidder will be required to furnish, prior to the delivery of the Bonds, a certificate in a form acceptable to Bond Counsel, as to the "issue price" of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended.

<u>DELIVERY OF BONDS</u>: The Issuer will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser at Detroit, Michigan. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of delivery of the Bonds. If the Bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45th day following the date of sale or the first business day thereafter if the 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the Bonds, withdraw its proposal by serving written notice of cancellation on the undersigned, in which event the Issuer shall promptly return the good faith deposit. Payment for the Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Bonds shall be paid by the purchaser at the time of delivery. Unless the purchaser of the Bonds furnishes the Bond Registrar with a list of names and denominations in which it wishes to have the Bonds issued at least ten (10) business days before delivery of the Bonds, the Bonds will be delivered in the form of one bond for each maturity, registered in the name of the purchaser.

<u>UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE</u>: In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the Issuer and the Township will covenant to undertake (pursuant to resolutions adopted or to be adopted by their governing boards), to provide annual reports and timely notice of certain events for the benefit of holders of the Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the Issuer and the Township, a form of which is included in the Preliminary Official Statement and in the Final Official Statement.

<u>OFFICIAL STATEMENT</u>: A copy of the nearly final official statement (the "Nearly Final Official Statement") may be obtained by contacting Bendzinski & Co. at the address listed below. The Nearly Final Official Statement is in a form deemed final as of its date by the Issuer for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion of a final official statement (the "Final Official Statement"). The successful bidder shall supply to the Issuer within twenty-four hours after the award of the Bonds, all pricing information and any underwriter identification determined by Bond Counsel to be necessary to complete the Final Official Statement.

The Issuer will furnish to the successful bidder, at no cost, ___ copies of the Final Official Statement within seven (7) business days after the award of the Bonds. Additional copies will be supplied upon the bidder's agreement to pay the cost incurred by the Issuer for those additional copies.

The Issuer shall deliver at closing an executed certificate to the effect that as of the date of delivery the information contained in the Final Official Statement, including revisions, amendments and completions as necessary, relating to the Issuer and the Bonds is true and correct in all material respects, and that such

Final Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

<u>CUSIP NUMBERS</u>: It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers nor any improperly printed number shall constitute cause for the purchaser to refuse to accept delivery of, or to pay for, the Bonds. All expenses for printing CUSIP numbers on the Bonds will be paid by the Issuer, except that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and paid for by the purchaser.

<u>ADDITIONAL INFORMATION</u>: Further information may be obtained from the undersigned at the address specified above or from Bendzinski & Co., Municipal Finance Advisors, One Kennedy Square, 719 Griswold, Suite 2130, Detroit, Michigan, 48226-3333, telephone (313) 961-8222, fax (313) 961-8220.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES:	Envelopes containing the bids should be plainly marked "Proposal	for the	Washtenaw						
County - Sylvan	Township Sanitary Sewer System Improvements Bonds, Series A."								
	. Chairman								
Washtenaw County Board of Public Works									

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APPENDIX C

FORM OF DECLARATION OF OFFICIAL INTENT

I, the as follows:	undersig	ned		of the	County of V	Vashtena	aw, Michi	gan, do h	ereby certify
1.			of the County					e County	to reimburse
2.	This [Declaration	on relates to th	e following	expenditures	s (the "E	xpenditur	es"):	
		<u>Amou</u>	<u>nt</u>		General P	<u>urpose</u>			
3.	The E	xpenditu	res are with re	spect to pro	perty (the "F	Property ^l	") having:		
	(A)	the	following	genera	l chara	acter,	type	or	purpose:
	(B)	the	following	size,	quantity	; or	cost:	and	
	(C)	a reas	sonably expect	ed economi	c life at leas	t one (1) year.		
invalidate this	kpenditure s declara nburse f	es are b tion of c	hat a substanti eing made ar official intent w Expenditures	nd the actu ith the resu	al Property It that any p	which i	s acquire s of tax-e	ed or consexempt de	structed will bt which are
5. (the "Reimbu		-	tends to reimb	urse the Ex	penditures	by incur	ring taxab	ole or tax-	exempt debt
6.	The 6	expected	source of fur	nds that wil	l be used t	o pay th	ne Expen	ditures is	as follows:
7. Obligation is a			source of fu	nds to be	used to pay	/ debt s	service or	n the Rei	mbursement
	s of the o	date here g-term ba	on of intent is eof in that there asis, (B) reserv	are no fun	ds which are	now or	are reason	onably exp	pected to be,

The County does not have a pattern of failure to reimburse expenditures for which official

199, for which the County has declared an intent to reimburse from the proceeds of

intent has been declared in that at least seventy-five percent (75%) of all expenditures made after

taxable or tax-exempt debt have been, or are expected to be, so reimbursed.

- 10. I acknowledge that in the event that the County fails to use the proceeds of Reimbursement Obligations issued within three (3) years of the date hereof to reimburse expenditures the same may adversely affect the ability of the County to use the proceeds of tax-exempt obligations in the future to reimburse for expenditures made prior to the issuance of such obligations.
- 11. I further acknowledge that unless the Expenditures constitute preliminary expenditures (in the nature of architect services and soil testing but excluding land acquisition) for the Property not in excess of ten percent (10%) of the expected cost of the project of which the Property constitutes a part, the Expenditures will be paid within not in excess of two (2) years following the date hereof or, as an alternative, this declaration of intent will be renewed.
- 12. I further acknowledge that it is expected that the proceeds of Reimbursement Obligations will be used for reimbursement of each Expenditure not later than (A) the date that is one (1) year after the date on which such Expenditure is paid, or (B) the date that is one (1) year after the date on which the Property is placed in service.
- 13. I further acknowledge that I will assure that the allocation referenced in item 12 (A) will be evidenced by an entry on the records of the County maintained with respect to the Reimbursement Obligations, (B) will specifically identify the Expenditure being reimbursed, and (C) on the advice of the appropriate counsel will be sufficient to relieve the allocated proceeds of the Reimbursement Obligations covered by such entry from any restrictions under the relevant legal documents and applicable state law that apply only to unspent proceeds of Reimbursement Obligations.
- 14. I further acknowledge that I will assure that except as referenced in item 15 the proceeds of the Reimbursement Obligations that are used to reimburse the Expenditures will not be used, directly or indirectly, (A) to pay debt service on an issue of tax-exempt obligations, (B) to create or increase the balance in a sinking fund established for the payment of debt service on the Reimbursement Obligations or another issue of tax-exempt obligations of the County or to replace funds that have been, are being, or will be so used for reserve or replacement fund purpose, or (C) to reimburse any expenditures or any payment with respect to financing of an expenditure that was originally paid with proceeds of any tax-exempt obligations of the County to any person or entity other than the County.
- 15. I understand that item 14 does not prohibit the use of those proceeds of the Reimbursement Obligations that are used to reimburse the Expenditures for (A) deposit in a bona fide debt service fund (that is, a fund established to pay debt service on any tax-exempt obligation of the County, other than the Reimbursement Obligation, which is depleted annually except for a reasonable carry over amount not in excess of one (1) year's interest earnings on said fund or one-twelfth (1/12th) of annual debt service), (B) to pay current debt service coming due within the next succeeding one-year period on any tax-exempt obligation of the County, other than the Reimbursement Obligations, or (C) to reimburse for expenditures originally made from the proceeds of a tax-exempt obligation of the County which were not reasonably expected by the County, on the date of issue of such obligation, to be used for such expenditure.

IN		•	the	undersigned	has	executed	this	declaration	of	official	intent	this
	_ day oi	·										
					-		-					

las.r3-was102

A RESOLUTION APPROVING THE REQUEST FOR PROPOSAL (RFP) GUIDELINES AND TIMEFRAME FOR WASHTENAW COUNTY HUMAN SERVICES & CHILDREN'S WELL-BEING FUNDING

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 18, 2001

WHEREAS, since 1984 the Washtenaw County Board of Commissioners has earmarked funding in their budget for allocation to human services agencies to meet priority needs in the County; and

WHEREAS, since 1998, the Washtenaw County Board of Commissioners has earmarked funding in their budget for allocation to human services agencies to support the Board priority for Children's Well-Being; and

WHEREAS, The Board of Commissioners has designated the Human Services Department Heads, including Directors of Community Mental Health, Employment Training and Community Services, MSU Extension, Veteran Services, Children's Services and Public Health, as responsible for the oversight of the Human Services & Children's Well-Being RFP process and funding recommendations to the County Administrator; and

WHEREAS, the RFP guidelines target three human service priorities established by the Board of Commissioners in 1997: Children's Well-Being, Health, Homelessness and Housing; and

WHEREAS, the RFP requirements are in alignment with the County Guiding Principles and the Business Improvement Plan emphasis on outcomes; and

WHEREAS, the estimated annual allocation target will remain unchanged from the previous allocation of \$250,000 for Human Services; and

WHEREAS, the estimated annual allocation target will remain unchanged from the previous allocation of \$550,000 for Children's Well-Being; and

WHEREAS, the final allocation and specific agency awards will be included in the County Administrator's recommended budget and subject to the Board of Commissioners review and approval; and

WHEREAS, this matter has been reviewed by the Finance Department, Human Resources, Corporation Counsel, the County Administrator's Office and the Ways & Means Committee

NOW THEREFORE BE IT RESOLVED, that the Washtenaw County Board of Commissioners hereby approves the Request for Proposal for Washtenaw County Human Services & Children's Well-Being for Program Years 2002/2003 as attached hereto

BE IT FURTHER RESOLVED that the County Administrator be authorized to sign the resulting contracts as on file with the County Clerk and as specified in the approved County 2002/2003 Budget.

COMMISSIONER	Υ	N	Α	COMMISSIONER	Υ	N	Α	COMMISSIONER	Υ	N	Α
Armentrout	Χ			Irwin	Χ			Prater	Χ		
Bergman	Χ			Kern	Χ			Shaw	Χ		
Craiger	Χ			Kestenbaum	Χ			Sizemore			Χ
DeLong	Χ			Montague	Χ			Solowczuk	Χ		
Gunn	Χ			Peterson	Х			Yekulis	Χ		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY

ROLL CALL VOTE: TOTALS

14 0 1

STATE	OF M	ICHIGA	N)
COUNT	Y OF	WASH	ΓΕΝΑΝ	NSS.

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court t
said County, do hereby certify that the foregoing is a true and accurate copy of a resolution
adopted by the Washtenaw County Board of Commissioners at a session held at the County
Administration Building in the City of Ann Arbor, Michigan, on July 18, 2001, as appears of record in
my office.
In Tradition of Microsoft I have been such and and affirmed the could be could be

	III Testillioi	ny wnereor, i nave n	ereunto set my	nanu anu anixeu	ille seal oi	Salu Court at
nn Ar	bor, this	day of				·

PEGGY M. HAINES, Clerk/Re	gister	
---------------------------	--------	--

BY:	
	Deputy Clerl



Res . No. 01-0139

BIDDERS	COMPANY	NAME

REQUEST FOR PROPOSAL #5936

HUMAN SERVICES & CHILDREN'S WELL BEING FUNDING

2002-2003

Prepared By:

Washtenaw County Purchasing Administration Building P.O. Box 8645 220 N. Main B-35 Ann Arbor, MI 48107

Anne Strieter Senior Buyer (734) 222-6760





WASHTENAW COUNTY

Finance Department

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645 Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL #5936

July 18, 2001

Washtenaw County Purchasing Division on behalf of Washtenaw County Human Services Group is issuing a Sealed Request for Proposal (RFP) 5936 for Washtenaw County Human Services & Children's Well-Being Funding for Program Years 2002/2003.

Bidders Conference/Orientation: There will be an important bidders conference on, **August 9, 2001, 10:00am-12:00 noon.** at the Washtenaw County Library Learning Resource Center, 4135 Washtenaw Ave, Ypsilanti, Michigan Room A. The bidders' conference is the primary means of obtaining information and technical assistance during the RFP process and it is **strongly recommended** that a representative of your organization attend if you are considering an application for Human Services outside agency funding.

Sealed proposals: Vendor will deliver one (1) original and five (5) copies to the following address:

Washtenaw County Administration Building Purchasing Division

220 N. Main Street, Rm. B-35 (Basement)

P.O. Box 8645 Ann Arbor, MI 48107

BY September 14, 2001 at 2:30 pm

This submission shall include the entire Request For Proposal document and any amendments if issued.

Available funds will be awarded on the basis of proposals received by the proposal due date as there are limited funds available. Agencies that submit late proposals assume the risk that funds will be awarded pursuant to the initial funding round, and therefore, may be excluded from consideration throughout the two-year funding cycle.

All agencies awarded contracts will be required to document and comply with performance objectives designed to measure the outcomes of their programs and services. Funded agencies will also receive onsite compliance monitoring.

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP #5936".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter, Senior Buyer, at (734) 222-6760.
- Please direct specific technical questions regarding the RFP to Ellen Clement at (734) 484-7200 ext. 4171.

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A COMPLETED BID WILL INCLUDE <u>ALL</u> ITEMS LISTED IN SECTION THREE

I. GENERAL INFORMATION

A. HUMAN SERVICES & CHILDREN'S WELL-BEING RFP SCHEDULE

The first level of review is conducted by the Human Services NFP Review Committee to ensure that proposals submitted are complete and conform to RFP guidelines. Staff from the Human Services Department will factor and rate the proposal based on the review criteria. Proposals that pass this first level of review will then be submitted to the Human Services Department Heads for the purpose of ranking and making recommendations to the County Administrator. As part of the 2002/2003 Budget process the County Administrator recommends funding to the Board of Commissioners which then makes the final funding decisions. All bidders/applicants will be informed in writing of the outcome of their proposal submission.

DRAFT TIMELINE

June 20, 2001 Resolution to Ways and Means Committee

July 18, 2001 Resolution adopted by the BOC approving process, RFP and

tentative funding targets.

August 9, 2001 Bidder's Conference at the LLRC 10:00am

September 14, 2001 RFPs due by 2:30 p.m.

September 17-28, 2001 Human Service review and finalize recommendations to

County Administrator.

November 1- Tentative date for final Board of Commissioner action.

December 31, 2001 Develop contracts including milestones and targets with

funded agencies.

PROPOSALS MUST BE RECEIVED BY: September 14, 2001 2:30 pm AT WASHTENAW COUNTY PURCHASING, 220 NORTH MAIN ROOM B-35 BASEMENT, ANN ARBOR, MI.

B. PURPOSE OF PROPOSAL

Washtenaw County Human Services Departments, on behalf of the Board of Commissioners, are currently making a Request For Proposal (RFP) to consider for 2002/2003 funding. This funding is targeted to for supplementary funding activities that address the County priorities for human services.

C. PROPOSAL TERMS

- Washtenaw County reserves the right to reject any and all proposals received as a
 result of this RFP. If a proposal is selected, it will be the most advantageous regarding
 price, quality of service, the Vendor's qualifications and capabilities to provide the
 specified service, and other factors which Washtenaw County may consider. The
 County does not intend to award a bid fully on the basis of any response made to a
 proposal
- 2. The county reserves the right to reject any and all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interest of the County even though it is not the lowest bid.
- 3. An official authorized to bind the provider to its provisions for at least a period of 90 days must sign proposals. Failure of the successful bidder to accept the obligation of the bid may result in the cancellation of any award.
- In the event it becomes necessary to revise any part of the RFP, an addendum will be provided. Deadlines for submission of the RFPs may be adjusted to allow for revisions.
- 5. Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

D. DEFINITIONS

Washtenaw County Children's Services Department is accepting bid applications for funding of Human Service programs and prevention programs for Children's Well-being in Washtenaw County.

Definitions: "County" is Washtenaw County in Michigan.

"Bidder" an individual or business submitting a bid to

Washtenaw County.

Eligible Bidders: Public & private schools, public and non-profit social service

agencies, local units of government, non-profit child care centers,

neighborhood associations, community organizations

E. TERMS AND CONDITIONS

- 1. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor's qualifications and capabilities to provide the specified service, and other factors that Washtenaw County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County's specifications and needs.
- 2. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- 3. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- 4. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFPs maybe adjusted to allow for revisions.
- 5. Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
- 6. Proposals must be structured in the following framework: on typewritten (8 1/2" X 11") pages, double-spaced, 12 point or larger with 1" margins. If proposals do not adhere to all specifications established, they may not be reviewed and may not be eligible for consideration for funding.

F. CONTRACT PROVISIONS

If a contract is awarded, the selected vendor will be required to adhere to a set of general provisions, which will become a part of any formal agreement. These provisions are general principles that apply to all contractors of service to Washtenaw County. A sample of the service contract can be viewed in Attachment H.

G. TERM OF BID

Funding for 2002 – 2003 will be for up to two (2) years. The funding cycle reflects the County's two-year budget cycle. The total amount awarded is projected to be \$550,000 per year for Children's Well-Being and \$250,000 per year for Human Services.

H. INVOICING

Invoices should be submitted in writing with supporting documentation along with Purchase Order Number located on the invoice. Invoices should be forwarded to the oversight department. Invoices will be paid within 30 days of receipt. A sample of the invoice can be viewed in Attachment I.

If a contract is awarded, the selected vendor will be required to adhere to a set of general provisions, which will become a part of any formal agreement. These provisions are general principles that apply to all contractors of service to Washtenaw County. A sample of the service contract can be viewed in Section 4.

II. PROGRAM SPECIFICATIONS

A. BACKGROUND

Human Services Funding

Since 1984, the Washtenaw County Board of Commissioners has set aside money for allocation, upon the recommendation of Human Services Directors, to non-County agencies for the purpose of assisting in the development of innovative and necessary human services. Each year some guidance is provided in terms of criteria and priorities for funding which may change based on current and emerging issues. Collaboration and coordination between organizations is always encouraged.

Children's Well-Being Funding

Since 1998, the Washtenaw County Board of Commissioners has allocated funds to support Children's Well-Being for County and non-County agencies. Programs using risk-focused prevention or youth development or another research-based approach as described below will be given priority. Programs that leverage or combine these funds with other new or existing funds will be given priority. Programs that address the 26 Objectives of the Washtenaw Prevention Plan will be given priority. Criteria may change based upon current and emerging issues. Collaboration and coordination between organizations is always encouraged.

B. PRIORITIES FOR FUNDING

Washtenaw County Human Services Departments, on behalf of the Board of Commissioners, are currently making a Request For Proposal (RFP) to consider for 2002/2003 funding. During the 2002/2003 funding cycle agencies may submit proposals in two categories Human Services and Children Well Being Outside Agency Funding. Agencies may submit multiple proposals in one or more category. The categories applied for must be clearly identified in the application.

There are community plans that set goals & objectives in these Board Priority areas. In the area of Health, The Washtenaw County Health Improvement Plan (HIP) is a broad-based community initiative addressing important health related issues and identifying strategies for effective intervention. In the area of Homelessness and Housing, the Continuum of Care and GAPS Analysis supports ongoing collaborative efforts aimed at impacting the homeless and housing issues in Washtenaw County. For Child Well Being, the Family Services Collaborative Prevention Plan is a framework for ongoing efforts to address these critical issues. We encourage proposals that are consistent with the objectives of these community plans and initiatives and that help further their respective goals. Contact Danielle Dale at (734) 484-7200 x 4172 if you need any of the above referenced materials.

Health

Washtenaw County will promote a physically, mentally and socially healthy population by assisting health services and the engagement of the local infrastructure. The County will place emphasis on providing access to quality physical, mental and community health services for the poor (including the working poor), the uninsured or underinsured, and those with special needs.

Homelessness and Housing

Washtenaw County will promote a wide range of affordable housing opportunities to meet the housing needs of all residents of the County, with emphasis on people with mental illness and others who have few options for shelter. The county will assist with the infrastructure and services necessary to help the homeless make the transition to permanent affordable housing.

Children's Well-Being

Washtenaw County will provide leadership in promoting and coordinating services for children's well-being, and greater and easier access to physical and mental health services. Special emphasis will be placed on poor, disabled, pre-school age and other special needs children. The County, as part of this leadership role, will develop and help implement a community-wide plan to provide for the well-being of children, including a safe and secure family environment.

C. PROPOSAL FORMAT AND GENERAL INSTRUCTIONS FOR COMPLETING RFP

Organizations should read all contents of the RFP before beginning to complete it. Answers should be typed in the space provided unless otherwise specified. All questions should be answered completely, honestly, and to the best of your organization's ability. All directions should be followed and all forms should be completed. Use the forms provided except as noted in the instructions.

All requested documentation should be attached. Failure to answer questions, include attachments, complete forms, or submit the requested number of copies may delay consideration of your RFP and could result in rejection of the proposal. Proposals should be prepared simply and economically providing a straight forward, concise description/operational requirement of the program. **Do not** bind, place proposal in a hard cover or include any other presentations beyond that required by the RFP.

D. RFP Review Criteria

The proposals will be reviewed and evaluated on the following criteria:

1	Must contain all of the materials described in Section III. "Vendor Information"	5
		points
2	Identifies the priority and need for service by specifying one or more of the	10
	community plan objectives to be impacted. (The Objective(s) specified must	points
	be consistent with the proposed Program model, outcomes, and activities.)	
3	Clearly describes the population, geographic area, and persons served each	5
	year.	points
4	Uses a proven intervention model or program method.	15 points
5	Identifies realistic outcomes and measurable results for the customers	15 points
	programs and services proposed for funding.	
6	Describes overall program activities that will directly advance the program	15 points
	outcomes. Quality/quantity of activities are consistent with funds requested.	
7	Describes collaboration or cooperation with other related existing services	5
	systems. Includes referral processes where applicable.	points
8	Experience in related service provision and delivery. Why is this the best	10 points
	organization to provide this service?	
9	Provides a complete and realistic budget showing a direct relationship to the	15 points
	programs and services proposed for funding.	
10	Extent to which these funds leverage or combine with other funds.	5
		points

III. APPLICATION

ATTACHMENT A: Application Checklist

The proposal shall include <u>all</u> of the following information. Failure to include all the information listed could result in disqualification.

Provide ONE original and FIVE copies of the following:

- ÿ Proposal Cover Sheet
- ÿ Provider Application (3 pages) (requires signature)
- ÿ Program Narrative (5 pages maximum)
- ÿ Budget Form
- ÿ Budget Narrative Summary

Provide only ONE Copy of the following:

- ÿ Application Checklist
- ÿ Copy of Current License(s) if applicable
- ÿ Copy of Current Certificate(s) if applicable
- ÿ Copy of Current Registrations(s) if applicable
- ÿ Copy of the Organization's Last Fiscal Audit

WASHTENAW COUNTY HUMAN SERVICES & CHILDREN'S WELL-BEING

ATTACHMENT B: Proposal Cover Sheet

		naw County Use Onl rite in Shaded Area	У
RFP5936 Human Services & 0 Well-Being		Date Issued:	Total Application Score:
Date and Time Received:		Date Closed:	
SUBMITTING AGEN	CY PLEAS	E FILL IN THE INFO	RMATION BELOW
Name of Applicant Agency:			
Name of Proposed Program:			
Fund Category Check one:	Human S	Services	Children Well Being
Contact Person for this RFP:			
Telephone Number:			
Alternative Contact Person:			
Telephone Number:			
Total Funding Requested:	\$		_

WASHTENAW COUNTY HUMAN SERVICES & CHILDREN'S WELL-BEING

ATTACHMENT C: Provider Application- Page One

Name of Agency	
Address	
Telephone Number	Federal Tax I.D. Number
Check One: Partnership Non Profit Corporation Profit Corporation Other, Specify:	
Signature of Authorized Signatory	Title and Name of Applicant Agency
Name of Authorized Signatory (please print)	Date
The above individual is authorized to sign on Proposals must be signed by an official authorized to sign of least a period of 90 days.	behalf of company submitting proposal. orized to bind the provider to its provisions for at
BOARD OF DIRECTORS INFORI	MATION - Please list Board Members
Attach an additional sho	pet if more snace is needed

PLEASE SEE THE CHECKLIST OF ATTACHMENTS FOR ADDITIONAL REQUIRED MATERIALS.

ATTACHMENT C: Provider Application— Page Two

Is your agency accredited or licensed by an outside or state organization?	No	Yes	
If yes, list below. Include date of last review, status of current accre			
and approximate date of next review.	ditation of i	cerise,	
and approximate date of flext review.			
Indicate the agency's experience over the past four years in reference	to the follow	ing itoms:	
 Indicate the agency's experience over the past four years in reference Were grievances or complaints filed against the organization 	to the follow	ing items.	
(not including discrimination)?	No	Yes	
Were lawsuits or judgments filed?	110	163	
vere lawsuits or judgitients filed:	No	Yes	
Were there investigations of fraud, abuse, conflict of interest,		103	
 political activities, nepotism, or any criminal activities? 	No	Yes	
Was there a default or breach of contract?			
Trac allere a delidar el preden el comacer	No	Yes	
Did this organization or a parent organization declare			
bankruptcy or go into receivership?	No	Yes	
Were there any discrimination complaints or rulings against the			
agency?	No	Yes	
If any one of the above items is checked, the following supplemental i	nformation m	ust be	
provided:			
 □Date item checked was initiated 			
□Party or parties involved with specific references to public fu	nding		
 □Brief description of the circumstances 			
□ Final disposition and date, if applicable			
□Brief description if action is still pending			
The supplemental information above must be included as an addendu	ım and may	he	
· ·			
submitted as a table, if desired. Failure to include the above information, to provide false information, or to omit relevant information may be grounds for not awarding a contract or			
canceling a contract if awarded.			

ATTACHMENT C: Provider Application – Page Three

Attestation – Authorization to Disclose Information

I hereby certify on behalf of
(Name of Organization) that all information in this application and the copies of state license(s), certificates of insurance, and accreditation are true and accurate.
I fully understand that any significant misstatements in or omissions from this application will void this application and any subsequent agreement with Washtenaw County regarding this agency's participation in its provider network panel.
I also release from liability all individuals and organizations which provide information in good faith and without malice at the request of Washtenaw County concerning this application.
I understand that agency participation as a provider for Washtenaw County is dependent upon review of this application and completion of the applicable credentialing process.
Authorized Signatory
Name of Authorized Signatory
Title
Date

ATTACHMENT D: Program Narrative

Question # 1: What are we "buying"?

Part 1. Components and Activities: Program Outcome Statement

This section clarifies what you will do and achieve—and for whom. It answers the first investor question. Include a description of program delivery here and identify the Board Priority and community goal/objective being addressed.

Part 2. Customer by ascribed characteristics (demographics) and conditions and behaviors

Describe the customers to be served

Part 3. Geographic Service Area

Describe the geographic boundaries, anchor institutions affecting this project, and any other similar or comparable efforts underway.

Part 4. Performance Targets and Verification

- 4. A. Define the Performance Target(s)
- 4.B. Commit to actual gains to be made by your customers as a result of your project or verify results (establishing that what you represent will happen does in fact take place. Keep it as simple as possible—verification typically focuses on milestone and performance target accomplishments.

Example:

For FY2002-02 70 youth will complete the after school enrichment program and of the 70 youth 30 will demonstrate an increase of .1 grade level verified by performance reports at the end of the 9 week marking period and at year end.

Part 5. The Product

Describe the core features of the program i.e. the intensity/duration, essential elements, comparative advantages and your delivery strategy as it relates to the prevention model that you have chosen.

Part 6. Milestones

List the logical product steps and customer behaviors that must be done to reach, engage, serve and help customers.

- 1.
- 2.
- 3.

Etc.

Example Milestones might look like this:

- 1. 75 parents receive information
- 2. 60 parents call to express interest
- 3. 60 children attend first day of program
- 4. 50 children meet with individual tutors to jointly establish plan, emphasizing improvement of .3 grade
 - Levels by semester end, and identify one behavior that requires attention.
- 5 .50 children attend twice weekly sessions and work toward established plan Goals.
- 6. 30 children demonstrated an increase of .1 grade level and make progress toward managing primary behavior problem at 9 week marking period.

Question # 2: What Are The Chances You Will Hit Your Targets?

Part 7 Implementers

Describe who is primarily responsible for delivering the product and reaching the performance targets. Describe them by name (list desired traits if not yet hired) and by function, and list relevant substance abuse prevention experience and relevant certifications

Part 8. Partners

List partners and how they contribute to your program and evidence of how they lend support to your program.... e.g. volunteer help, church support, collaborative arrangements with other prevention oriented programs etc.

ATTACHMENT E: Glossary of Terms

Customer

Customers are people who directly interact with an organization's product and its implementers. This interaction is intended to result in a change in customer behavior or condition in line with organizational outcomes and mission. The outcome framework prefers the term customer rather than client because customers have a choice about participation whereas clients do not. Even those people who are required to participate in a program can choose not to, or can participate marginally so that no gain is made. Implementers need to think about how to appeal to the group they are working with as if that group is a customer.

Key People

Experience in result attainment offers one powerful lesson: the right people are just as important as the right program! A large part of the probability that an investment will lead to its intended return lies in the energy and capability of the people who do the work. Of special note are the people who actually meet and work with customers. These are the key people.

Milestone

A critical point that customers must reach to ensure that a project is on course to achieving its performance target.

Performance Target

Performance targets are the specific result that an implementer commits to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the implementer. It almost always represents a change in behavior or condition for the customer of a program. A target includes these elements:

- The area of change or condition
- Degree of change...how much, how long, etc.?
- Baseline...what happens if there is no intervention?
- A number...how many will change?

Product

A program or service with specific core features that is offered to a customer. In target setting, a product is described in terms of benefit or value to a customer. A set of core features is developed.

Program Outcome

The end-state that everyone is working toward. The establishment of a compelling outcome statement sets a vital tone for effective outcome thinking. It becomes the core of organizational leadership and a prelude to high performance. For example, "A community where the schools are drug-free and youth from 12-18 are alcohol and drug free."

Verification

Establishing that something represented to happen does in fact take place. Verification in the Outcome Framework replaces measuring. It is kept as simple as possible and looks more to answer the question yes or no than to measure small differences. Verification typically focuses on milestone and performance target accomplishments.

ATTACHMENT F: Budget

AGENCY:	

	2002 Annual	2003 Annual
	Proposal Budget	Proposal Budget
REV <u>ENUE</u>		
Total County \$ Requested	\$	\$
Other Revenue specify:	\$	\$
-	\$	\$
-	\$	\$
TOTAL Proposed Revenues	\$	\$
EXPENDITURES		
Salaries	\$	\$
Fringe Benefits	\$	\$
Consultant & Contractual	\$	\$
Occupancy & Related Costs	\$	\$
Supplies	\$	\$
Equipment	\$	\$
Audit/Accounting	\$	\$
Specific Assistance to Individuals	\$	\$
Other, list in budget narrative	\$	\$
Subtotal Program Expenses	\$	\$
Indirect Costs	\$	\$
TOTAL Proposed Expenditures	\$	\$

Are these dollars used to directly leverage other funds?	No	Yes
f yes, detail source of funds and amounts for 2002 and/or 2003 where	applicable.	
Have you applied to other agencies for funding for this program?	No	Yes
<u> </u>		Yes
		Yes
Have you applied to other agencies for funding for this program? If yes, detail source of funds and amounts for 2002 and/or 2003 where		Yes

What is your Organization's current TOTAL budget?	\$

ATTACHMENT G: BUDGET NARRATIVE SUMMARY

Agend	y Name:	Date:
1.	Does your organization's Board of Director's officially adopt a revenues and expenses each year?YES If no, please explain:	detailed budget of NO
2.	Are variances from budgeted expenses analyzed and approve systematic basis?YES If no, please explain:	d by your Board on a NO
3.	Please submit the name and address of your certified public ad	ccounting firm:
4.	Does your certified public accounting firm conduct an annual aYESNO If no, please explain:	udit of your agency?
5.	Describe, as briefly as possible, how your organization exercis its accounting system.	es internal control in
6.	If indirect costs are more than 10% of the "Total Expenditures,"	please explain.
7. page.	Please describe each of the line items with <u>brief</u> narrative deta	ails on a separate
	ples of Budget Detail	
	RIES TE (full time equivalent) Counselor E Counselor Salaries TOTAL	\$25,000 per year \$12,500 per year \$37,500 per year
	LIES Supplies (paper, pens, folders, etc.) @ \$50 per month am Supplies (Participant Packets) @\$25 per month Supplies TOTAL	\$600 \$300 \$900

ATTACHMENT H: SAMPLE OF SERVICE CONTRACT

PROFESSIONAL SERVICE CONTRACT

AGREEMENT is made this _____ day of _____, 2001, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and *(Name of Consultant)* located at *(Address)* ("Consultant").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Consultant will (SPELL OUT SCOPE OF SERVICE)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Consultant an amount not to exceed (SPELL OUT DOLLAR AMOUNT).

ARTICLE III - REPORTING OF CONSULTANT

- <u>Section 1</u> The Consultant is to report to *(DEPARTMENT HEAD TITLE)* and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- <u>Section 2</u> All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultant's name.
- <u>Section 3</u> All reports made in connection with these services are subject to review and final approval by the County Administrator.
- <u>Section 4</u> The County may review and inspect the Consultant's activities during the term of this contract.
- <u>Section 5</u> When applicable, the Consultant will submit a final, written report to the County Administrator.
- <u>Section 6</u> After reasonable notice to the Consultant, the County may review any of the Consultant's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on (MONTH, DAY, YEAR) and ends on (MONTH, DAY, YEAR).

ARTICLE V- PERSONNEL

- <u>Section 1</u> The Consultant will provide the required services and will not subcontract or assign the services without the County's written approval.
- <u>Section 2</u> The Consultant will not hire any County employee for any of the required services without the County's written approval.
- Section 3 The parties agree that the Consultant is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Consultant will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VII- INSURANCE REQUIREMENTS

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

- 1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- 2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
- 3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
- 4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX- INTEREST OF CONSULTANT AND COUNTY

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X- CONTINGENT FEES

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Consultant.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Consultant will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Consultant agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Consultant, their successors and assigns. Neither the County nor the Consultant will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIII - TERMINATION OF CONTRACT

<u>Section 1</u> - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XIV - EQUAL ACCESS

The Consultant shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Consultant. During the performance of the services, the Consultant will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVI - PAYROLL TAXES

The Consultant is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability

ARTICLE XVII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XVIII- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Consultant, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XIX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XX - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:			WASHIENAW COUNTY	
By: Peggy M. Haines County Clerk/Register	(DATE)		By: Robert E. Guenzel County Administrator	(DATE
APPROVED AS TO CONTENT:			CONSULTANT	
By:	(DATE)	Ву:	(Name of Consultant)	(DATE)
APPROVED AS TO FORM BY				
BY:Curtis N. Hedger Office of Corporation Counse	(DATE)			

REVISED: 1/2/01

ATTACHMENT I: Sample of Invoice

	Program Approval	Date
	Eigeal Processing	Date / /
	Admin Processing	Date// Date//
	7.G.IIIII 1 1000001119	
Name of Opposite time		/
Name of Organization		Date of invoice
We are requesting payment in the amount of \$	On Purchase O	rder#
The above requested payment is for services provided for	or the period	through
The services provided for the period specified above we consistent with those as specified in your contract. If nu Results Achieved For The Specified Period	merical outcomes do not app	oly, please provide adequate narrative)
How Are The Results Described Consistent With Result	ts Expected as per Contractu	al Scope of Services?
If Results Described Were NOT Consistent With Result reason(s) and proposed corrective action(s).	s Expected as per Contractu	al Scope of Services, please specify
Please send invoice to	attention of:	
555	Towner, PO Box 915	
Yps	ilanti, MI 48197-0915	
	Authorized	
Note: Attach additional pages if needed.		
	Title	Date

A RESOLUTION TO AMEND THE BUDGET TO REFLECT THE ANNUAL FEDERAL FUNDING ALLOCATION TO THE HOME CONSORTIUM AND AUTHORIZE THE CREATION OF A MANAGEMENT ANALYST I/II POSITION (GRADE 27/29, GROUP 32) IN THE COMMUNITY DEVELOPMENT PROGRAM OF THE METROPOLITAN PLANNING COMMISSION

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 18, 2001

WHEREAS, the Washtenaw HOME Consortium, a program through the U.S. Department of Housing and Urban Development (HUD), has been formed with the City of Ypsilanti and the Charter Township of Ypsilanti, with Washtenaw County as the lead entity; and

WHEREAS, Washtenaw County Board of Commissioners authorized the revised Cooperation Agreement for the HOME Consortium on April 18, 2001 (01-0077); and

WHEREAS, the HOME Consortium allocation from HUD is \$541,000 annually with a match of \$209,000 from Michigan State Housing Development Authority (MSHDA) HOME funds for the first year; and

WHEREAS, Washtenaw County, as lead entity, receives 10% of the annual allocation for administrative purposes, for a total of \$75,000 the first year and \$54,100 thereafter; and

WHEREAS, the HOME Consortium will utilize the HUD allocation for homebuyer assistance, homeowner acquisition and rehabilitation, homeowner rehabilitation, rental acquisition and rehabilitation, and CHDO administration; and

WHEREAS, local match dollars will be provided through numerous sources, including housing fund projects, project-based in-kind services and materials, payment in lieu of taxes, private lender interest rate discounts, donations and the value of certain HOME-eligible, but not HOME-funded activities; and

WHEREAS, the HOME Consortium will be managed through the Washtenaw County Community Development Program; and

WHEREAS, the Community Development Program also assists with the coordination of the Continuum of Care, a HUD/MSHDA mandated community planning process that brings approximately \$3 million to the Washtenaw County community each year; and

WHEREAS, the Community Development Program currently has one full time position, the Community Development Manager; and

WHEREAS, the requested Management Analyst I/II position would be responsible for tasks within the HOME Consortium, as well as other general Community Development activities, and would allow for greater efficiency and development of the program; and

WHEREAS, the Management Analyst I/II position would be funded through the HOME Consortium administration dollars, MSHDA Continuum of Care coordination dollars, and the Planning department's general fund budget, with no net effect on the Planning Department's budget; and

WHEREAS, the need for the Management Analyst I/II is consistent with the Consolidated Housing Plan and the Board of Commissioner priorities; and

WHEREAS, this matter has been reviewed by Corporation Counsel, Finance, Human Resources, the County Administrator's Office and the Ways and Means Committee,

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby amends the budget to receive the annual federal allocation and establish the HOME Consortium budget, as attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby creates the following revenue generating position:

Position #	Position Title	Grade	!	Group	Created
2719-0057(R)	Management Analys	t I/II	27/29	3	2 1.0 FTE

COMMISSIONER	Υ	N	Α	COMMISSIONER	Υ	N	Α	COMMISSIONER	Υ	N	Α
Armentrout	Χ			Irwin	Χ			Prater	Χ		
Bergman	Χ			Kern	Χ			Shaw	Χ		
Craiger	Χ			Kestenbaum	Χ			Sizemore			Χ
DeLong	Χ			Montague	Χ			Solowczuk	Χ		
Gunn	Χ			Peterson	Χ			Yekulis	Χ		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 14 0 1

STATE OF MICHIGAN)
COUNTY OF WASHTENAW)^{SS.}

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for

said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on July 18, 2001, as appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this ______ day of ______.

PEGGY M. HAINES, Clerk/Regist

BY:	
	Denuty Clerk



HOME Consortium Fund 7050

		Current Budget	Revised Budget	Variance
Revenue:				
50100	Federal Revenue	\$0	\$541,000	\$541,000
54010	State Revenue	\$0	\$209,000	\$209,000
69100	In-Kind Contribution	\$0	\$159,372	\$159,372
	TOTAL	\$0	\$909,372	\$909,372
Expenditures	: :			
70200	Salaried-Permanent	\$0	\$57,000	\$57,000
71520	Fringe Benefits	\$0	\$18,000	\$18,000
80800	Consultants/Contracts	\$0	\$675,000	\$675,000
93700	In-Kind Other	\$0	\$159,372	\$159,372
	TOTAL	\$0	\$909,372	\$909,372

A RESOLUTION CREATING ONE (.50 FTE) NUTRITION ASSISTANT, ONE (.50 FTE) BUS AIDE, ONE (.50 FTE) CHILD DEVELOPMENT ASSISTANT, ONE (.25 FTE) CHILD DEVELOPMENT ASSISTANT, ONE (.50 FTE) CHILD DEVELOPMENT PROFESSIONAL, ONE (1.0 FTE) CHILD DEVELOPMENT PROFESSIONAL AND ELIMINATING SEVEN (7.0 FTE) FAMILY SERVICE ASSISTANTS, TWO (2.0 FTE) HOME VISITORS, THREE (3.0 FTE) FAMILY/CHILD DEVELOPMENT SPECIALISTS, ONE (1.0 FTE) FAMILY RESOURCE ASSISTANT, AND ONE (1.0 FTE) MASTER TEACHER FOR HEAD START

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 18, 2001

WHEREAS, Washtenaw County will be serving 242 children in its grantee operated sites (2) in Ypsilanti during the 2001-2002 school year, and 12 children in the Home Based program; and

WHEREAS, 289 children will be served in delegate programs in the new school year; and

WHEREAS, Washtenaw County Head Start has increased its service delivery to serve 54 children in full time programming; and

WHEREAS, the grantee program requires reorganization to meet the changing needs of the children it is serving; and

WHEREAS, Washtenaw County Head Start is in a continuous process of achieving excellence and efficiency in service delivery to children and families through active family partnerships and community collaborations: and

WHEREAS, quality daily services to children includes food service and bus transportation as well as their classroom experiences

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby creates and eliminates positions as attached hereto and made a part hereof:

COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	Α
Armentrout	X			Irwin	X			Prater	X		
Bergman	X			Kern	X			Shaw	X		
Craiger	X			Kestenbaum	X			Sizemore			X
DeLong	X			Montague	X			Solowczuk	X		
Gunn	X			Peterson	X			Yekulis	X		

_ day of _

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY

ROLL CALL VOTE: TOTALS

14 0 1

STATE OF MICHIGAN)
COUNTY OF WASHTENA	W)SS.

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on July 18, 2001, as appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor,

PEGGY M. HAINES, Clerk/Register		PEGGY M.	HAINES,	Clerk/Register
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BY:_		
		Deputy Clerk



HEAD START

Position #	Position Title	Grade	Group	Eliminate	Create
0502-0003	Nutrition Assistant	5	32		.50
0501-0004	Bus Aide	5	32		.50
1014-0011	Child Dev Assistant	10/13	12		.50
1014-0012	Child Dev Assistant	10/13	12		.25
1865-0007	Child Dev Professional 18/19	11		.50	
1865-0013	Child Dev Professional 18/19	11		1.0	
1559-0001	Family Service Assistant	15	12	1.0	
1559-0002	Family Service Assistant	15	12	1.0	
1559-0003	Family Service Assistant	15	12	1.0	
1559-0004	Family Service Assistant	15	12	1.0	
1559-0005	Family Service Assistant	15	12	1.0	
1559-0006	Family Service Assistant	20	12	1.0	
1559-0007	Family Service Assistant	15	12	1.0	
1624-0001	Home Visitor	16	12	1.0	
1624-0002	Home Visitor	16	12	1.0	
1627-0002	Family/Child Dev Specialist	16	12	1.0	
1627-0003	Family/Child Dev Specialist	16	12	1.0	
1627-0004	Family/Child Dev Specialist	16	12	1.0	
1725-0002	Family Resource Assistant	17	12	1.0	
7626-0001	Master Teacher 76	10		1.0	

A RESOLUTION RATIFYING THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE APPLICATION TO THE HEALTH RESOURCES AND SERVICES ADMINISTRATION (HRSA) COMMUNITY ACCESS PROGRAM (CAP) FOR THE ENHANCED HEALTH SERVICE DELIVERY FOR WASHTENAW COUNTY'S UNDERINSURED IN THE AMOUNT OF \$792,079 FOR THE PERIOD OF OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2002; AUTHORIZING THE ADMINISTRATOR TO SIGN THE NOTICE OF GRANT AWARD; AMENDING THE BUDGET AND AUTHORIZING THE ADMINISTRATOR TO SIGN DELEGATE CONTRACTS

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 18, 2001

WHEREAS, the Board of Commissioners is requested to ratify the signature of the County Administrator on the HRSA Community Access Program Grant application submitted by the Public Health Department in the amount of \$792,079 for the period of October 1, 2001 through September 30, 2002; and

WHEREAS, the purpose of the funding request is to improve access to a wide range of health care services for the County's uninsured, indigent population; and

WHEREAS, the grant application is a collaborative effort of the Public Health Department and the WCHO; and

WHEREAS, the grant fiduciary will be the Southeastern Michigan Health Association (SEMHA), and the Public Health Department will receive \$234,103 in reimbursement for salaries and fringes of four grant-funded positions; and

WHEREAS, this matter has been reviewed by Corporation Counsel, the Finance Department, Human Resources, the County Administrator's Office and the Ways & Means Committee

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby ratifies the signature of the Administrator on the HRSA Community Access Program Grant application in the amount of \$792,079 for the period October 1, 2001 through September 30, 2002, as on file with the County Clerk

BE IT FURTHER RESOLVED that the Board of Commissioners takes the following actions contingent upon receipt of the grant award in conformity with the grant application:

- 1. Authorizing the Administrator to sign the Notice of Grant Award
- 2. Amending the budget, as attached hereto and made a part of
- 3. Authorizing the creation of the following grant status positions:

Position #	Status	Title	Grade	Group	FTE
3213-0007	G	PH Program Administrator	32	32	1.0
3163-0002	G	Program Manager	31	32	1.0
2720-0046	G	Management Assistant	27	32	1.0
2523-0027	G	Administrative Coordinator	25	32	1.0

4. Authorizing the Administrator to sign delegate contracts upon review of Corporation Counsel to be filed with the County Clerk

COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	Α
Armentrout	X			Irwin	X			Prater	X		
Bergman	X			Kern	X			Shaw	X		
Craiger	X			Kestenbaum	X			Sizemore			X
DeLong	X			Montague	X			Solowczuk	X		
Gunn	X			Peterson	X			Yekulis	X		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY

ROLL CALL VOTE: TOTALS

4 0 1

STATE OF M	ICHIGAN)
COUNTY OF	WASHTENA	W) ^{SS.}

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on July 18, 2001, as appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this ______ day of ______.

PEGGY M. HAINES, C	Clerk/Regist	er
--------------------	--------------	----

BY:		
		Deputy Cler



Washtenaw County Public Health HRSA Community Access Program Enhanced Health Service Delivery for Washtenaw County's Underinsured 29607250

October 1, 2001 – September 30, 2002

	Description	Original Budget	Revised Budget	Variance
Revenue:	Other Revenue & Reimb.	\$0	\$234,103	\$234,103
	Total Revenue	\$0	\$234,103	\$234,103
Expenditures: Personal Services		\$0	\$234,103	\$234,103
	Total Expenditures	s \$0	\$234,103	\$234,103

A RESOLUTION RATIFYING THE SIGNATURE OF THE ADMINISTRATOR ON THE AGREEMENT WITH THE MICHIGAN DEPARTMENT OF COMMUNITY HEALTH, FOR INDIGENT HEALTH CARE PLANNING GRANT IN THE AMOUNT OF \$50,000 FOR THE PERIOD OF MAY 15, 2001 THROUGH SEPTEMBER 14, 2001; AMENDING THE BUDGET AND AUTHORIZING THE ADMINISTRATOR TO SIGN DELEGATE CONTRACTS

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 18, 2001

WHEREAS, the Board of Commissioners is requested to ratify the signature of the County Administrator on the Agreement with the Michigan Department of Community Health, for the Indigent Health Care Planning Grant in the amount of \$50,000 for the period of May 15, 2001 through September 14, 2001; and

WHEREAS, this grant will allow the Public Health Department to develop a plan to establish a county-based program for the provision of health care services to low-income adults that do not have private health insurance coverage and who are not eligible for Medicaid coverage.

WHEREAS, the Public Health Department, together with the RCHP/WCHC Task Force, comprised of representatives from University of Michigan Health System, St. Joseph Mercy Health System, Packard Community Clinic, Hope Clinic, the Whitmore Lake Health Clinic, the Corner Health Center and FIA, has been planning for an expansion of the WCHC program, both in terms of additional funding and enrollment capacity, and

WHEREAS, the Health Department has identified new funding opportunities, in the form of state and federal special Medicaid payments, with which to fund a program expansion, and,

WHEREAS, this \$50,000 planning grant from the Michigan Department of Community Health will assist in the planning for the program expansion, and

WHEREAS, this matter has been reviewed by Corporation Counsel, the Finance Department, Human Resources, the County Administrator's Office and the Ways & Means Committee

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby ratifies the signature of the Administrator on the Agreement with the Michigan Department of Community Health, in the amount of \$50,000 for the period of May 15, 2001 through September 14, 2001, as on file with the County Clerk

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes the following actions in conformity with the grant agreement:

- 1. Amending the budget, as attached hereto and made a part hereof
- 2. Authorizing the Administrator to sign delegate contracts, upon review of Corporation Counsel to be filed with the County Clerk

COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	Α
Armentrout	X			Irwin	X			Prater	X		
Bergman	X			Kern	X			Shaw	X		
Craiger	X			Kestenbaum	X			Sizemore			X
DeLong	X			Montague	X			Solowczuk	X		
Gunn	X			Peterson	X			Yekulis	X		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 14 0 1

STATE OF MICHIGAN)
COUNTY OF WASHTENA	\mathbf{W})SS

BY:		
	Denuty Cler	٠k

PEGGY M. HAINES, Clerk/Register



Public Health Washtenaw County Health Care 29607020

May 15, 2001 – September 14,2001

Description	Current	Revised	Variance
Revenue:			
State Revenue	0	\$ 50,000	\$50,000
Other Revenue & Reimb.	\$50,000	\$ 50,000	\$ 0
Total	\$50,000	\$100,000	\$50, 000
Expenditures:			
Personal Services	\$ 0	\$ 0	\$ 0
Supplies	\$ 0	\$ 7,000	\$ 7,000
Other Services & Charges	\$ 50,000	\$ 93,000	\$ 43,000
In Kind Charges \$	0 \$	0 \$	0
Total	\$ 50,000	\$100,000	\$ 50,000

A RESOLUTION RATIFYING THE SIGNATURE OF THE ADMINISTRATOR ON THE WASHTENAW COUNTY / CITY OF ANN ARBOR COMMUNITY CORRECTIONS COMPREHENSIVE APPLICATION FOR FUNDING THROUGH THE STATE OF MICHIGAN DEPARTMENT OF CORRECTIONS / OFFICE OF COMMUNITY CORRECTIONS FOR FY 2001/02, IN THE AMOUNT OF \$1,123,587 FOR THE PERIOD OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2002I AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN THE NOTICE OF GRANT AWARD; AMEND THE BUDGET AND AUTHORIZE THE ADMINISTRATOR TO SIGN THE DELEGATE CONTRACTS

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 18,2001

WHEREAS, on August 6, 1989, by resolution #89-0219, the Washtenaw County Board of Commissioners established, in conjunction with the Ann Arbor City Council, a city / county Community Corrections Advisory Board pursuant to PA 511 of 1988; and,

WHEREAS, the Washtenaw County / City of Ann Arbor Community Corrections Advisory Board meets monthly on the second Tuesday of every month pursuant to By-Laws established for that Board; and,

WHEREAS, this application represents and demonstrates six successful years of implementation of the original Comprehensive Corrections Plan, which was developed and approved by this body on November 9, 1991 by Resolution # 91-0280; and,

WHEREAS, Washtenaw County has a record low mid-year prison commitment rate and record high utilization of Community Corrections community-based supervision programs; and

WHEREAS, the budget request provides total program funding in the amount of \$595,755 for Programs and Services and another \$439,460 for Probation Residential services; and,

WHEREAS, the proposed budget includes a request for additional General Fund cash appropriation in the amount of \$57,410 to offset the expiration of \$47,900 in Byrne funding and scheduled salary increases, bringing the total amount of General Fund cash appropriation requested for FY 2002 to \$99,900; and,

WHEREAS, needed program enhancements have been funded by strategically allocating resources, collaborating with local agencies to eliminate duplication of service, and redistributing program expenditures and staffing to optimize services; and,

WHEREAS, at a regularly scheduled meeting held June 12, 2001 the application for FY 2001/02 funding has been reviewed and approved by the Washtenaw County / City of Ann Arbor Community Corrections Advisory Board and recommended for forwarding to the Washtenaw County Board of Commissioners and Ann Arbor City Council for review and approval at the next regularly scheduled meeting; and,

WHEREAS, the State of Michigan Office of Community Corrections will be reviewing and considering this application for approval by the State Board of Community Corrections regularly scheduled meeting in August; and,

WHEREAS, the matter has been reviewed by Corporation Counsel, the Finance Office, the Human Resources Department, the County Administrator's Office, and the Ways and Means Committee;

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby ratifies the signature of the Administrator on the FY 2002 Comprehensive Community Corrections application to the Michigan Department of Corrections for the period October 1, 2001 through September 30, 2002 in the amount of \$1,123,587 for the Trial Court Community Correction Department, as on file with the County Clerk

BE IT FURTHER RESOLVED that the Board of Commissioners takes the following actions contingent upon receipt of the grant award in conformity with the application:

- 1. Authorizing the Administrator to sign the Notice of Grant Award
- 2. Amending the budget, as attached hereto and made a part hereof
- 3. Authorizing the Administrator to sign the delegate contracts contingent upon review of Corporation Counsel to be filed with the County Clerk

COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	A
Armentrout	X			Irwin	X			Prater	X		
Bergman	X			Kern	X			Shaw	X		
Craiger	X			Kestenbaum	X			Sizemore			X
DeLong	X			Montague	X			Solowczuk	X		
Gunn	X			Peterson	X			Yekulis	X		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 14 0 1

STATE OF MICHIGAN) **COUNTY OF WASHTENAW**)^{SS.}

PEGGY	M.	HAINES,	Clerk/Register
PEGGY	WI.	HAINES,	Cierk/Register

BY:		
		Deputy Cleri



Community Corrections Plans & Services October 1, 2001 – September 30, 2002 Business Unit 2804011340

REVENUE:		Original Budget	Revised Budget	Variance
50000	State Revenue	\$0	\$373,855	\$373,855
60000	Fees & Services	\$0 \$0	\$122,000	\$122,000
69000	In-Kind Contributions	\$0 \$0	\$ 88,372	\$ 88,372
69500	Transfer In	\$ <u>0</u>	\$ 99,900	\$ 99,900
09300	Hansiel III	<u>ψυ</u>	φ 99,900	ψ 99,900
	TOTAL REVENUE:	\$0	\$684,127	\$684,127
EXPENDITURE	S:			
70050	Personal Services	\$0	\$363,955	\$363,955
72600	Supplies	\$0	\$ 33,100	\$ 33,100
80000	Other Services & Charges	\$0	\$198,200	\$198,200
93500	In-Kind Charges	\$0	\$ 88,372	\$ 88,372
95000	Capital Outlay	<u>\$0</u>	\$ 500	\$ 500
TC	TAL EXPENDITURES:	\$0	\$684,127	\$684,127

Probation Residential Services October 1, 2001 – September 30, 2002 Business Unit 2804011350

REVENUE:		Original Budget	Revised Budget	Variance
50000 State Rev	venue	\$0	\$439,460	\$439,460
EXPENDITURES: 80000 Other Svo	cs & Charges	\$0	\$439,460	\$439,460

A RESOLUTION AUTHORIZING PAYMENT OF CLAIMS COMMENCING WITH THE LAST PREVIOUSLY APPROVED CLAIM AND CONTINUING THROUGH THE DATE OF JULY 6, 2001

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 18, 2001

WHEREAS, as filed with the County Clerk is a true copy of the record of claims commencing with the last previously approved claim and continuing through the date of July 6, 2001, inclusive; and

WHEREAS, the Board of Commissioners has been assured by the County Clerk that no claim received is withheld or rejected by the list, shows the name of the claimant, the amount of the claim and the date presented

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby authorizes the payment of claims commencing with the last previously approved claim and continuing through the date of July 6, 2001, inclusive, as listed in the statement of claims as attached hereto and made a part hereof

COMMISSIONER	Υ	Ν	Α	COMMISSIONER	Υ	Ν	Α	COMMISSIONER	Υ	Z	Α
Armentrout	Χ			Irwin	Χ			Prater	Χ		
Bergman	Х			Kern	Χ			Shaw	Χ		
Craiger	Х			Kestenbaum	Χ			Sizemore			Х
DeLong	Χ			Montague	Χ			Solowczuk	Χ		
Gunn	Χ			Peterson	Χ			Yekulis	Χ		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 14 0 1

STATE OF MICH	IGAN)	CHIGAN)
COUNTY OF WA	SHTENAW) ^{SS}	NASHTENAW) ^{SS}

PEGGY	M. HAINE	S, Clerk/	Register
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BY:		
D1	Deputy	Clerk



A RESOLUTION APPROVING THE INCORPORATION OF THE ECONOMIC DEVELOPMENT CORPORATION OF THE COUNTY OF WASHTENAW, STATE OF MICHIGAN

At a regular meeting of the Board of Commissioners of the County of Washtenaw, Michigan, held in the Library Learning Resource Center, 4135 Washtenaw, Ann Arbor, Michigan on July 18, 2001 at 6:45 p.m., Eastern Standard Time, there were

PRESENT: Comms. Armentrout, Bergman, Craiger, DeLong, Gunn, Irwin, Kern,

Kestenbaum, Montague, Peterson, Prater, Shaw, Solowzuk, Yekulis

ABSENT: Comm. Sizemore.

The following resolution was offered by Comm. Armentrout and seconded by Comm. Peterson.

WHEREAS, there exists in the County of Washtenaw, Michigan (the "County") the need for certain programs to alleviate and prevent conditions of unemployment, to assist and retain local industries and commercial enterprises to strengthen and revitalize the County's economy; and

WHEREAS, it is therefore necessary to provide the means and methods for the encouragement and assistance of industrial and commercial enterprises in locating and expanding in the County to more conveniently provide needed services and facilities of such enterprises to the County and its residents; and

WHEREAS, Act 338 of the Public Acts of Michigan of 1974, as amended, ("Act 338") provides for the incorporation of an economic development corporation for the County to accomplish such purposes; and

WHEREAS, a public hearing on said application and any competing application has been held.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WASHTENAW, MICHIGAN, as follows:

- 1. The application under date of June 1, 2001, filed by Susan Lackey, Jim Libbs, and Bill Kinley to incorporate the Economic Development Corporation of the County of Washtenaw, Michigan, and the proposed Articles of Incorporation for said corporation be and the same are hereby approved and adopted
 - 2. This resolution shall take immediate effect.
- 3. The County Clerk be and hereby is directed to forthwith file a certified copy of this resolution in her office.

- 4. The County Clerk is directed to publish a copy of the Articles of Incorporation in the *Ann Arbor News*, Ann Arbor, Michigan, promptly after the passage of this resolution. The publication shall include the following:
- "A citizen of this County may question the incorporation by filing suit in the Circuit Court of Washtenaw County within sixty (60) days after the filing of certified copies of the Articles of Incorporation with the Secretary of State and the Clerk of the County of Washtenaw."
- 5. The Articles of Incorporation shall be executed in duplicate and upon execution the Washtenaw County Clerk be and is hereby directed to incorporate the economic development corporation in accordance with Section 31 of Act 338.
- 6. All resolutions and parts of resolutions inconsistent with the provisions hereof be and are hereby declared repealed, revoked and rescinded.

A vote on the foregoing resolution was taken and was as follows:

YES: Comms. Armentrout, Bergman, Craiger, DeLong, Gunn, Irwin, Kern,

Kestenbaum, Montague, Peterson, Prater, Shaw, Solowczuk, Yekulis

NO: None.

ABSTAIN: None.

The Resolution was declared adopted.

CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the County of Washtenaw, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners at a regular meeting held on July 18, 2001, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

DATED:	
[SEAL]	Peggy M. Haines, County Clerk/Register By: Deputy Clerk

Res. No. 01-0146 jra.r2-was111

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming an Economic Development Corporation of the County of Washtenaw, Michigan (the "County"), under the provisions of Act No. 338 of the Public Acts of 1974, as amended. These take the place of the Articles of Incorporation filed on March 9, 1979.

ARTICLE I

Name. The name of the corporation is the ECONOMIC DEVELOPMENT CORPORATION OF THE COUNTY OF WASHTENAW.

ARTICLE II

<u>Purpose.</u> The corporation is organized with reference to Act 338 of the Public Acts of 1974, as amended ("Act 338") and shall be a body corporate with powers to sue and be sued in any court of the State of Michigan. Its purpose will be to alleviate and prevent conditions of unemployment, to assist and retain local industries and commercial enterprises, to strengthen and revitalize the economy of the County of Washtenaw, to provide means and methods for the encouragement and assistance of industrial and commercial enterprises in locating, purchasing, constructing, reconstructing, modernizing, improving, maintaining, repairing, furnishing, equipping and expanding in the County, to encourage the location and expansion of commercial enterprise to provide needed services and facilities to the County and the residents thereof, and to accomplish the foregoing, to do the following:

- a) To construct, acquire by gift or purchase, reconstruct, improve, maintain, repair, acquire the necessary lands, interest, or portions thereof for the site of a "Project" which term shall hereinafter mean the following: land or an interest in land and existing or planned improvements, machinery, furnishings, or equipment suitable for use by any industrial or commercial enterprise, including agricultural and forestry enterprises and enterprises designed to produce energy from renewable resources, an enterprise in relation to a housing and neighborhood improvement program as defined by Act 338, and a replacement housing project incidental to an industrial or commercial enterprise, including all necessary buildings or structures suitable for and intended for or incidental to use as an industrial or commercial enterprise, including an industrial park and industrial site or port improvements, and all necessary machinery, furnishings, leasehold improvements and equipment necessary, suitable, intended for or incidental to a commercial, industrial, residential use in connection with the buildings or structures.
- b) To acquire by gift or purchase the necessary machinery, furnishings, and equipment for Projects.
- c) To make secured or unsecured loans, participate in the making of secured or unsecured loans, undertake commitments to make secured or unsecured loans and mortgages, sell loans and mortgages at public or private sale, rewrite loans and mortgages, discharge loans and mortgages, foreclose on a mortgage, or commence an action to protect or enforce a right conferred upon it by law, mortgage, loan, contract, or other agreement.
- d) To borrow money and issue its revenue bonds or revenue notes to finance or refinance part or all of the cost of the acquisition, purchase, construction, reconstruction, or improvement of Projects or any part thereof, the cost of the acquisition and improvement of the necessary sites therefor; the acquisition of machinery, furnishings, and equipment therefor; and the costs necessary or incidental to the borrowing of money and issuing of bonds or notes for such purposes.

- e) To enter into leases, lease purchase agreements, installments sales contracts or loan agreements with any person, firm, or corporation for the use or sale of Projects.
- (f) To mortgage or create security interests in Projects, a part of Projects, a lease or loan, or the rents, revenues, or sums to be paid during the term of a lease or loan, in favor of holders of bonds or notes issued by the Corporation.
- (g) To sell and convey Projects or any part thereof for a price and at a time as the Corporation determines.
- (h) To lend, grant, transfer or convey funds, described in Section 27 of Act 338, as permitted by law, but subject to applicable restrictions affecting the use of these funds.
- (i) In general, and subject to such limitations and conditions as are or may be prescribed by law, to exercise such other powers which now are or hereafter may be conferred by law upon a corporation organized by the County under the above statutes and for the above purposes.
- (j) This Corporation shall not, however, exercise jurisdiction over any project within a municipality which has been or may hereafter authorize the organization of an economic development corporation for such municipality, unless said constituent municipality and its corporation each specifically consent to such jurisdiction.

ARTICLE III

Location of the first registered office is:

Washtenaw County Administration 220 N. Main Street PO Box 8645 Ann Arbor, Michigan 48107-8645

The post office address of the first register office is:

Same as above.

ARTICLE IV

The name of the first resident agent is Robert E. Guenzel, County Administrator, 220 N. Main Street, Ann Arbor, MI 48107-8645.

ARTICLE V

Said Corporation is organized upon a non-stock basis. The amount of assets which said corporation possesses is:

1) Real Property: None

2) Personal Property: None

The Corporation will be financed from donations, gifts, grants and devises, either solicited or unsolicited, obtained from public authorities, individuals, corporations and other organizations, by earnings from it activities, borrowings and issuance of revenue bonds, and/or revenue notes.

ARTICLE VI

The names and places of business of each of the incorporators are as follows:

Susan Lackey, Washtenaw Development Council

Jim Libbs, Mundus & Mundus Inc.

Bill Kinley, Phoenix Contractors Inc.

ARTICLE VII

A. The Board of Directors shall be appointed by the Chair of the County Board of Commissioners, with the advice and consent of the Board of Commissioners. The Board of Directors of the Corporation consists of nine persons, not more than three of whom shall be an officer of or employee of the County. The term of office for directors shall be in accordance with Section 4(2) of Act 338, provided, the Secretary of the Board of Directors of the Corporation shall notify in writing the Chair of the County Board of Commissioners of the Corporation's intention to commence preparation of a project plan and there shall be promptly

appointed, in the same manner, to the Corporation's Board of Directors two additional directors representative of neighborhood residents likely to be affected by each such project proposed by the Corporation and whose term of office shall be consistent with the provisions of Section 4(2) of Act 338.

- B. (1) The Board of Directors of the Corporation, by an affirmative vote of a majority of its members shall elect as the officers of the Corporation, a Chair, a Vice Chair, a Secretary and a Treasurer. The officers shall be elected annually by the Board of Directors at its annual meeting and shall hold office for a term of one (1) year and thereafter until his or her successor is elected and qualified, or until death, resignation or removal, provided that the first officers shall be elected at the first meeting of the Board of Directors. The officers shall be sworn to the faithful discharge of their duties.
- (2) The Chair shall preside at meetings of the Board of Directors and may sign and execute all authorized bonds, contracts, checks and other obligations and execute interest coupons with his facsimile signature in the name of the Corporation when so authorized by the Board of Directors. He shall do and perform such other duties as may be fixed by the by-laws and from time to time assigned to him by the Board of Directors.
- (3) The Secretary shall keep the minutes of all meetings of the Board of Directors, and of all committees thereof, in books provided for that purpose. He shall attend to the giving, serving and receiving of all notices or process of or against the Corporation. He may sign with the Chair in the name of the Corporation all bonds, contracts, and other obligations authorized by the Board of Directors, and when so ordered, he shall affix the seal of the Corporation thereto. He shall have charge of all books and affix the seal of the Corporation thereto. He shall have charge of all books and records which shall at all reasonable times be open to inspection and examination of the Board of Directors or any member thereof, and the Board of Commissioners, and, in general, perform all the duties incident to his office.
- (4) The Treasurer shall have custody of all the funds and securities of the Corporation which may come into his hands or possession. When necessary or proper, he shall endorse in behalf of the Corporation for collection, checks, notes, and other obligations and shall deposit them to the credit of the Corporation in a designated bank or depository. He shall sign all receipts and vouchers for payment made to the Corporation. He shall jointly with such other officer as may be designated by the Board of Directors sign all checks, promissory notes and other obligations of the Corporation when so ordered by the Board of Directors. He shall render a statement of his cash account when required by the

Board of Directors. He shall enter regularly in the books of the Corporation to be kept by him for that purpose full and accurate accounts of all moneys received and paid by him on account of the Corporation, and shall, at all reasonable times, exhibit his books and accounts to the Board of Directors or any member thereof when so required. He shall perform all acts incidental to the position of Treasurer fixed by the by-laws and as assigned to him from time to time by the Board of Directors. He shall be bonded for the faithful discharge of his duties as Treasurer, the bonds to be of such character, form, and in such amount as the Board of Directors may require.

- (5) An officer may be removed by an affirmative vote of a majority of the Directors, with or without cause, whenever in the judgment of the Board of Directors the best of interests of the Corporation would be served.
- (6) A vacancy in any office because of death, resignation, removal or otherwise, may be filled by the Board of Directors at any meeting for the unexpired portion of the term of the office.

ARTICLE VIII

The term of the Corporate existence is perpetual.

ARTICLE IX

The regulation of the internal affairs of the Corporation, including the distribution of assets on dissolution or final liquidation is placed entirely with the Board of Directors or their successors, as provided in the by-laws of this Corporation, subject, however, to the provisions of Act 338.

ARTICLE X

No part of the net earnings of the Corporation shall inure to the benefit of any member, trustee, officer or director of the Corporation, or any private individual (except that in case of private individuals, reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no member, trustee, officer or director or the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. Directors of the Corporation shall serve without salary, but may be reimbursed their actual expenses incurred in the performance of their official duties and may receive a per diem in an amount not to exceed \$35.00 as determined by the Board of Commissioners. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

Upon the dissolution of the Corporation or the winding up of its affairs, all property and assets of the Corporation shall be distributed exclusively to the County of Washtenaw.

ARTICLE XI

The Board of Directors shall adopt a Corporate Seal.

ARTICLE XII

All meetings of the Board of Directors shall be public and notice of such meetings will be posted in the Washtenaw County Administration Building and the Washtenaw County Clerk/Register of Deeds Office.

ARTICLE XIII

The Corporation shall at all times be deemed to be an agency or political subdivision of the County of Washtenaw, Michigan. The books and records of the Corporation and of the Board of Directors, officers, and agents thereof shall be open to inspection and audit by the County at all reasonable times and shall be held by the County Administrator. The Corporation shall submit an annual report of its activities to the Board of Commissioners of the County and shall publish and distribute an annual report as required by Section 23(5) of Act 338.

ARTICLE XIV

These Articles shall become effective and the Corporation shall exist upon and after the approval of said Articles by appropriate action of the Board of Commissioners of the County.

ARTICLE XV

Upon their appointment the Board of Directors shall convene, organize and by resolution adopt by-laws which shall set forth the Corporation's rules of procedure and regulation by projects. Said by-laws shall be subject to the approval of the Board of Commissioners of the County.

ARTICLE XVI

The Washtenaw County Clerk shall in conformity with Section 31 of Act 338, cause the appropriate filing of these Articles and shall cause the Articles to be published in the *Ann Arbor News*, a newspaper of general circulation within the County of Washtenaw which publications shall be accompanied by the statement that the right exists to question the incorporation in court as provided in Section 31 of Act 338.

ARTICLE XVII

The Articles of Incorporation and Bylaws of the Corporation may be amended by resolution of the Board of Commissioners which resolution shall be filed with the Secretary of State. The effect of an amendment may include the alteration or changing of the structure, organization, programs, or activities of the Corporation including the power to terminate the existence of the Corporation. However, an amendment shall not impair the obligation of any bond or contract.

We the incorporators, sign our names this day of	, 2001.
	<u> </u>
STATE OF MICHIGAN) COUNTY OF WASHTENAW) ^{SS}	<u> </u>
On this day of, 2001, befo	re me personally appeared me known to be the persons
described in and who executed the foregoing instrument, and acknowled as their free act and deed.	
Notary Public	

ECONOMIC DEVELOPMENT CORPORATION OF THE COUNTY OF WASHTENAW NAMES AND ADDRESSES OF INCORPORATORS

Susan Lackey, Washtenaw Development Council, 3135 S. State Suite 205, Ann Arbor, MI 48108

Jim Libbs, Mundus & Mundus Inc., 305 E. Eisenhower Parkway, Ann Arbor MI 48108

Bill Kinley, Phoenix Contractors Inc, 121 Pearl, Ypsilanti, MI 48197

jra.r2-was111

CLERKS' CERTIFICATE

I, Peggy M. Haines, the Clerk of the County of Washtenaw, do hereby certify that attached hereto is a true and complete copy of an original affidavit of publication relating to the Articles of Incorporation of The Economic Development Corporation of the County of Washtenaw, with a copy of the said Articles attached thereto, as filed in my office. I further certify that the printed copy of the Articles of Incorporation attached to the said affidavit of publication enclosed herewith is a true and complete copy of the original Articles of Incorporation as executed and filed in my office. This certificate is being furnished pursuant to Section 31 of Economic Development Corporations Act, being Act 338 of the Michigan Public Acts of 1974, as amended, and is intended to fulfill the requirements of said Section 31.

Signed and sealed at Ann Arbor, Michigan this 19th day of July, 2001.

Peggy M. Haines, County Clerk/Register

By: Deputy Clerk

jra.r2-was111

A RESOLUTION ADVISING AND CONSENTING TO THE APPOINTMENT OF THE BOARD OF DIRECTORS TO THE ECONOMIC DEVELOPMENT CORPORATION OF THE COUNTY OF WASHTENAW, STATE OF MICHIGAN

At a regular meeting of the Board of Commissioners of the County of Washtenaw, Michigan, held in the Library Learning Resource Center, 4135 Washtenaw, Ann Arbor, Michigan on July 18, 2001 at 6:45 p.m., Eastern Standard Time, there were

PRESENT: _ Comms. Armentrout, Bergman, Craiger, DeLong, Gunn, Irwin, Kern,

Kestenbaum, Montague, Peterson, Prater, Shaw, Solowczuk, Yekulis

ABSENT: Comm. Sizemore

The following resolution was offered by Comm. Armentrout and seconded by Comm. Peterson.

WHEREAS, on July 18, 2001 the Board of Commissioners of the County of Washtenaw (the "County") approved and adopted the incorporation of the Economic Development Corporation of the County of Washtenaw (the "EDC") in compliance with Act 338 of the Public Acts of Michigan of 1974, as amended ("Act 338"); and

WHEREAS, under Act 338 the Chair of the County Board of Commissioners, with the advice and consent of the Board of Commissioners, shall appoint nine (9) directors to the Board of Directors of the EDC; and

WHEREAS, not more than three (3) directors shall be an officer or employee of the County; and

WHEREAS, the following persons have been appointed by the Chair of the Board of Commissioners to serve as the Board of Directors for the EDC to the term set forth below:

<u>NAME</u>	Representing	Term Length	<u>Expiring</u>
1. Robert E. Guenzel	Co. Administrator	6 years	12/31/07
2. Suzanne Shaw	Co. Commissioner	6 years	12/31/07
3. Wesley Prater	Co. Commissioner	6 years	12/31/07
4. Robert Aldrich	General Public	6 years	12/31/07
5. Reneta Maria Debler	General Public	5 years	12/31/06
6. James Libs	General Public	4 years	12/31/05
7. Marc Weiser	General Public	3 years	12/31/04
8	General Public	2 years	12/31/03
9	General Public	1 year	12/31/02

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WASHTENAW, MICHIGAN, as follows:

- 1. The Board of Commissioners hereby advises and consents to the appointment of the persons appointed as directors of the EDC by the Chair of the Board of Commissioners.
- 2. All resolutions and parts of resolutions inconsistent with the provisions hereof be and are hereby declared repealed, revoked and rescinded.

A vote on the foregoing resolution was taken and was as follows:

YES: Comms. Armentrout, Bergman, Craiger, DeLong, Gunn, Irwin, Kern,

Kestenbaum, Montague, Peterson, Prater, Shaw, Solowczuk, Yekulis

NO: None.

ABSTAIN: None.

The Resolution was declared adopted.

CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the County of Washtenaw, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners at a regular meeting held on July 18, 2001, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

DATED:	
[SEAL]	Peggy M. Haines, County Clerk/Register By: Deputy Clerk

Res. No. 01-0147 jra.r2-was111

A RESOLUTION APPROVING THE FY 2002 ANNUAL IMPLEMENTATION PLAN OF THE AREA AGENCY ON AGING 1-B, FOR THE PURPOSE OF CONVEYING SUCH SUPPORT TO THE AREA AGENCY ON AGING 1-B AND THE MICHIGAN OFFICE OF SERVICES TO THE AGING

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 18, 2001

WHEREAS, the Area Agency on Aging 1-B has been supporting services to Washtenaw County residents since 1974; and

WHEREAS, the Area Agency on Aging 1-B has assessed the needs of older county residents and developed a plan to provide assistance that addressed identified needs; and

WHEREAS, The proposed plans have been submitted for review by the public, and have been the subject of a public hearing; and

WHEREAS, the comments at the public hearings on the proposed plans were mostly favorable, and constructive changes in the Plan were made as a result of some comments; and

WHEREAS, the Washtenaw County Board of Commissioners appoints two representatives to the AAA 1-B Board of Directors, a County Commissioner and a county resident who is at least 60 years of age; and

WHEREAS, the Michigan Office of Services requires that county Boards of Commissioners be given the opportunity to review and approve an area agency on aging multi-year area plans and annual implementation plans, and

WHEREAS, The Michigan Office of Services requires that county Boards of Commissioners be given the opportunity to review an approve an are agency on aging multi-year area plans and annual implementation plans, and

WHEREAS, the Washtenaw County Board of Commissioners has already taken action to approve the Area Agency on Aging 1-B's Multi-Year Area Plan for FY 2001-2003, and the FY 2002 Annual Implementation Plan represents an annual update to the approved three year Area Plan,

NOW THEREFORE BE IT RESOLVED, that the Washtenaw County Board of Commissioners hereby approves the FY 2002 Annual Implementation Plan of the Area Agency on Aging 1-B, for the purpose of conveying such support to the Area Agency on Aging 1-B and the Michigan Office of Services to the Aging, as attached hereto and made a part hereof.

(To obtain a copy of the Implementation Plan, please contact the Clerk/Register's Office)

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	A
Armentrout	X			Irwin	X			Prater	X		
Bergman	X			Kern	X			Shaw	X		
Craiger	X			Kestenbaum	X			Sizemore			X
DeLong	X			Montague	X			Solowczuk	X		
Gunn	X			Peterson	X			Yekulis	X		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 14 0 1

STATE OF MICHIGAN)
COUNTY OF WASHTENA	\mathbf{w}^{SS}

BY:		
		Deputy Clerk



A RESOLUTION APPROVING THE WASHTENAW COUNTY LIBRARY BOARD OF TRUSTEES BYLAWS EFFECTIVE APRIL 12, 1993 AS AMENDED FEBRUARY 12, 2001.

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 18, 2001

WHEREAS, the Washtenaw County Board of Commissioners established and appointed members to the Washtenaw County Library Board of Trustees, pursuant to and in accordance with the provisions of the Michigan's County Libraries Act, 1917 P.A. 138; and

WHEREAS, the Washtenaw County Library Board of Trustees and the Washtenaw County Board of Commissioners previously approved the Washtenaw County Library Board of Trustees Bylaws as amended April 12, 1993; and

WHEREAS, the Washtenaw County Library Board of Trustees has unanimously approved the amendments to the Washtenaw County Library Board of Trustees Bylaws on February 12, 2001; and

WHEREAS, the amendments reflect a change in Section VIII. Proceedings of the Board; and

WHEREAS, the original 1993 bylaws read "Roberts Rules of Order shall govern the parliamentary procedure of the Board, except in cases where they are inconsistent with these bylaws or other rules and policies, or if they are inconsistent with any Michigan Statute, including the County Libraries Act and the Michigan Open Meetings Act; and

WHEREAS, the Washtenaw County Library Board of Trustees has adopted the revised language for the Proceedings of the Board to read "Proceedings of the Board shall be consistent with these bylaws, Washtenaw County Policies and Procedures and with any Michigan statute, including the County Libraries Act and the Michigan Open Meetings Act."; and

WHEREAS, the Washtenaw County Library Board of Trustees has submitted these Washtenaw County Library Board of Trustees Bylaws as Amended on February 12, 2001 to the Washtenaw County Board of Commissioners; and

WHEREAS, this matter has been reviewed by Corporation Counsel and the County Administrator's Office.

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby approves the Washtenaw County Library Board of Trustees Bylaws effective February 2, 1970 as amended February 12, 2001, as attached hereto and made a part hereof

COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	Α
Armentrout	X			Irwin	X			Prater	X		
Bergman	X			Kern	X			Shaw	X		
Craiger	X			Kestenbaum	X			Sizemore			X
DeLong	X			Montague	X			Solowczuk	X		
Gunn	X			Peterson	X			Yekulis	X		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 14 0 1

STATE OF MICHIGAN)
COUNTY OF WASHTENA	\mathbf{W})SS

PEGGY	M. H	AINES,	Clerk/I	Kegister

BY:	
-	Deputy Clark



Washtenaw County Library

Bylaws for the Government of the Washtenaw County Library Board of Trustees

As Adopted February 12, 2001

I. LIBRARY NAME AND BOARD MEMBERSHIP

This library shall be called the Washtenaw County Library and is established under Michigan's County Libraries Act, 1917 P.A. 138. Pursuant to the requirements of the Act, the Washtenaw County Library Board of Trustees shall consist of five members, appointed by the Washtenaw County Board of Commissioners to serve five-year terms, so arranged that one member is appointed or reappointed each year.

II. MEETINGS

- 1. The Board shall meet monthly in the Washtenaw County Library or such other location as may be designated by the Board Chair.
- 2. The annual meeting shall be held at the time of the regular monthly meeting in January.
- 3. Special meetings may be called by the Chair, or upon written request of two or more members, for the transaction of business stated in the call for the meeting. However, if all members are present, any item of business may be considered.
- 4. Notice shall be given by mail, or by direct telephone contact, at least twenty-four hours before the time of meeting. Notice of meetings shall be posted pursuant to the requirements of the Michigan Open Meetings Act. The schedule of meetings for each year will be posted at the library after the annual meeting.
- 5. The order of business at regular meetings shall be:
 - Call to order
 - Approval of agenda
 - Approval of minutes of the previous meeting
 - Treasurer's report and approval of disbursements
 - Director's report
 - Committee reports
 - Old business
 - New business
 - Public comment (pursuant to Michigan Open Meetings Act)
 - Adjournment

III. OFFICERS

- 1. All officers must be members of the Board of Trustees except the Secretary.
- 2. Officers of the Board shall be chosen at the annual meeting of the Board for one-year terms, and shall include Chair, Vice-Chair, Secretary and Treasurer. They shall remain in office until their successors are elected.
- 3. An officer may succeed him/herself, provided however that a Chair or Vice-Chair may not serve more than three consecutive terms.
- 4. The Chair of the Board shall preside at all meetings, appoint all committees, authorize calls for any special meetings, and generally perform the duties of a presiding officer. The Chair votes on all motions brought before the Board.
- 5. The Vice-Chair of the Board shall perform the duties of the Chair in case of her/his absence or incapacity.
- 6. The Secretary of the Board shall keep account of all proceedings of the Board meetings. Minutes of each meeting shall be distributed prior to the next meeting, and shall be made available pursuant to the Michigan Open Meetings Act.
- 7. The Treasurer, or in his/her absence another Board Member appointed by the Chair, shall certify all disbursements of funds approved by the Board. The Treasurer must be bonded.

IV. COMMITTEES

Standing committees may be established by the Board. Ad hoc committees for the study and investigation of special topics may be appointed by the Chair, as directed by the Board. Such committees shall serve until discharged by the Board.

V. QUORUM

A quorum for the transaction of business shall consist of three members of the Board.

VI. DIRECTOR

- 1. The Director shall be considered the executive officer of the Board and shall have sole charge of the administration of the Library, under the direction and review of the Board.
- 2. The Director is responsible, on behalf of the Board, for the care of buildings and equipment, the employment and direction of the staff, the efficiency of the Library's service to the public, and for the operation of the Library under the financial conditions set forth in the annual budget.
- 3. The Director is expected to attend all Board meetings, except those at which her/his appointment or salary is to be discussed or decided. Pursuant to the Michigan Open Meetings Act, a closed session involving any employee's

- evaluation or discipline may be held only if the employee requests the closed session and only if the employee is present.
- 4. The Director shall prepare the annual budget for submission to the Board, following the timetable established for the Washtenaw County budget process.

VII. PROCESSINGS OF THE BOARD

Proceedings of the Board shall be consistent with these bylaws, Washtenaw County Policies and Procedures and with any Michigan statute, including the County Libraries Act and the Michigan Open Meetings Act.

VIII. AMENDMENTS

These bylaws shall be reviewed periodically and may be amended at any regular meeting of the Board by affirmative vote of a majority of Board members, providing consideration of the amendment was included in the call for the meeting.

ADOPTED BY THE LIBRARY BOARD:	February 12, 2001 (Date)
SIGNATURE OF BOARD CHAIR: Martha D. D	Davis, Chair
SIGNATURE OF SECRETARY:	
Judy A. Fiege	l, Secretary

This document supercedes the Washtenaw County Board of Trustees Bylaws as adopted on April 12, 1993.

ADOPTED BY THE BOARD OF COMMISSIONERS:; July 18, 2001

A RESOLUTION APPROVING THE WASHTENAW COUNTY SOLID WASTE MANAGEMENT PLAN 1999 UPDATE REVISIONS

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 18, 2001

WHEREAS, Washtenaw County is required by the Michigan Department of Environmental Quality (MDEQ) to update its Solid Waste Management Plan, under Part 115 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; and

WHEREAS, the Board of Commissioners approved the Solid Waste Update Plan May 3, 2000; and

WHEREAS, Two-thirds of the communities within Washtenaw County have approved the Solid Waste Plan Update and the plan has been submitted to the Michigan Department of Environmental Quality (MDEQ); and

WHEREAS, the MDEQ has reviewed the Plan and has requested minor revisions to the plan as described in Attachment A; and

WHEREAS, with the Update to the Solid Waste Plan there is a need to make changes to the committees involved with the implementation of the Solid Waste Plan objectives and

WHEREAS, previously the Board of Commissioners created the Solid Waste Facility Siting Committee, the Hazardous Substances Facility Siting Committee and the Solid Waste Planning Committee and there is no longer a need for these committees; and

WHEREAS, the Plan Update calls for the creation of a Commercial/Industrial Program Task Force (CITF) to decrease commercial/industrial waste generation rates and increase commercial/industrial recovery rates, as well as the Intergovernmental Program Task Force (IPTF) to decrease overall waste generation rates and increase overall recovery rates, both with terms not to exceed eighteen (18) months from the date of first meeting; and

NOW THEREFORE BE IT RESOLVED the Board Of Commissioners approves the modification to the Washtenaw County Solid Waste Management Plan as attached hereto and made a part hereof,

BE IT FURTHER RESOLVED that the Board Of Commissioners directs the County Clerk to forward this resolution to the Michigan Department of Environmental Quality for their consideration.

COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	A
Armentrout	X			Irwin	X			Prater	X		
Bergman	X			Kern	X			Shaw	X		
Craiger	X			Kestenbaum	X			Sizemore			X
DeLong	X			Montague	X			Solowczuk	X		
Gunn	X			Peterson	X			Yekulis	X		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 14 0 1

____ day of __

STATE OF MICHIGAN)
COUNTY OF WASHTENA	\mathbf{W})SS

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on July 18, 2001, as appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor,

BY:	
	Denuty Cler

PEGGY M. HAINES, Clerk/Register



ATTACHMENT A

Modifications to the 1999 Washtenaw County Solid Waste Plan Update as requested by the Michigan Department of Environmental Quality:

Page III-12 Change the classification of the Ypsilanti Community Utility Compost facility from an *unregulated* facility to a *regulated* bio-solids compost facility.

Page III-29 the last sentence states," Facilities regulated under Part 115 do <u>not</u> include commercial operations that only dispose of waste that is generated on site are disposal areas and are subject to the siting process. As recommended the sentence will be replaced by the following language, "Facilities regulated under Part 115 include commercial operations that only dispose of waste that is generated on site. Such proposed commercial operations are consistent with the Plan and are not subject to the siting process".

Page III-39 delete, as recommended by the Michigan Department of Environmental Quality criterion, "A" which states "The site and respective parcel must be owned by the applicant or under long term lease (20years or more) from a public agency"

Page III-49 revise the second sentence in the paragraph defining the management responsibilities for the Washtenaw County Board of Commissioners (BOC) to "The BOC has the authority to adopt countywide ordinances for the licensing and regulation of solid waste activities that are not in conflict with state and federal law however, the BOC can not regulate disposal areas beyond the scope of what the MDEQ would allow under section 11538(8) of Part 115

As requested by the Michigan Department of Environmental Quality clarification regarding ownership of the Arbor Hills West expanded Sanitary Landfill, to acknowledge that Onyx is a subsidiary of Superior Services Inc.

A RESOLUTION TO ELIMINATE SOLID WASTE RELATED COMMITTEES AND CREATE THE INTERGOVERNMENTAL AND COMMERCIAL/ INDUSTRIAL PROGRAM TASK FORCES

WASHTENAW COUNTY BOARD OF COMMISSIONERS

JULY 18, 2001

WHEREAS, the Board of Commissioners approved the Washtenaw County Solid Waste Management Plan 1999 Update (Plan Update) in May of 2000 and is considering minor revisions requested by the Michigan Department of Environmental Quality on July 18, 2001; and

WHEREAS, the Plan Update seeks to decrease the amount of Municipal Solid Waste (MSW) generated per capita in Washtenaw County by 10% and increase the MSW diversion rate in Washtenaw County to 45% by the year 2010; and

WHEREAS, the Board of Commissioners in the past has delegated authority for Solid Waste Plan implementation to the Washtenaw County Board of Public Works and the Division of Public Works; and

WHEREAS, previously the Board of Commissioners created the Solid Waste Facility Siting Committee, the Hazardous Substances Facility Siting Committee and the Solid Waste Planning Committee and there is no longer a need for these committees; and

WHEREAS, the Plan Update calls for the creation of a Commercial/Industrial Program Task Force (CITF) to decrease commercial/industrial waste generation rates and increase commercial/industrial recovery rates, as well as the Intergovernmental Program Task Force (IPTF) to decrease overall waste generation rates and increase overall recovery rates, both with terms not to exceed eighteen (18) months from the date of first meeting; and

WHEREAS, the CITF and IPTF will each develop an Implementation Action Plan to decrease waste generation and increase resource recovery rates in Washtenaw County and submit this Implementation Action Plan to the Washtenaw County Board of Commissioners, through the Washtenaw County Board of Public Works, for consideration and action within 12 months of the first meeting of the CITF and IPTF; and

WHEREAS, per the Plan Update the CITF shall include representatives from commercial, industrial, and institutional entities within three key industry sectors: Manufacturing, Retail/Wholesale, and Services and additional members will be sought from a wide cross-section of stakeholders, including the county, local municipalities, SEMCOG, waste and recycling industry and the general public; and

WHEREAS, per the Plan Update the IPTF shall include the Chief elected official or designee from the Cities of Ann Arbor, Saline and Ypsilanti; and the Townships of Ann Arbor, Lodi, Pittsfield, Scio, Superior, and Ypsilanti and additional members will include the Chief elected official or designee from any other township, village or city within the County that is interested in participating, as well as a representative of the Western Washtenaw Recycling Authority.

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners designates the Washtenaw County Board of Public Works as the Designated Solid Waste Planning Agency and the Washtenaw County Division of Public Works as the Designated Plan Implementation Agency for the Plan Update.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby sunsets the Solid Waste Facility Siting Committee, the Hazardous Substances Facility Siting Committee and the Solid Waste Planning Committee

BE IT FURTHER RESOLVED that the Board of Commissioners creates a Commercial/Industrial Program Task Force consisting of 10 members as follows: 1 city or village government representative, 1 township government representative, 1 county government representative, 1 environmental interest group representative, 1 solid waste/recycling industry representative, 1 manufacturing industry waste generator representative, 1 retail/wholesale industry representative, 1 services industry waste generator representative, 1 regional solid waste planning agency representative, and 1 general public representative.

BE IT FURTHER RESOLVED that the Board of Commissioners creates an Intergovernmental Program Task Force consisting of the Chief elected official or designee from the Cities of Ann Arbor, Saline and Ypsilanti; and the Townships of Ann Arbor, Lodi, Pittsfield, Scio, Superior, and Ypsilanti. Additional members will include the Chief elected official or designee from any other township, village or city within the County that is interested in participating, as well as a representative of the Western Washtenaw Recycling Authority.

BE IT FURTHER RESOLVED the term of the CITF and the IPTF shall exceed eighteen (18) months from its first meetings.

BE IT FURTHER RESOLVED that the Board of Commissioners directs County Administration to advertise for membership to these task forces and to bring back to the Board for consideration of appointment

COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	Α	COMMISSIONER	Y	N	A
Armentrout	X			Irwin	X			Prater	X		
Bergman	X			Kern	X			Shaw	X		
Craiger	X			Kestenbaum	X			Sizemore			X
DeLong	X			Montague	X			Solowczuk	X		
Gunn	X			Peterson	X			Yekulis	X		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 14 0 1

STATE OF MICHIGAN)
COUNTY OF WASHTENA	$\mathbf{W})^{SS}$

BY:	
DI:	 Denuty Clerk

PEGGY M. HAINES, Clerk/Register

