



WASHTENAW COUNTY BOARD OF COMMISSIONERS

Wednesday March 15, 2006

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, March 15, 2006.

The meeting was called to order at 7:50 p.m. by Wesley Prater, Chair of the Board.

MEMBERS PRESENT: Comms. Bergman, Gunn, Irwin, Kern, Ouimet, Peterson, Prater, Smith, Solowczuk.

MEMBERS ABSENT: Comms. Brackenbury, Sizemore.

OTHERS PRESENT: Bob Guenzel, County Administrator; Curtis Hedger, Corporation Counsel; Janis Bobrin, Drain Commissioner; Pete Ballios, Finance; David Behen, Ken Schrader, ITS; Verna McDaniel, Diane Heidt, Monica Boote, Human Resources; Dan Myers, Planning and Environment; Deborah Shaw, Courts; Kerry Sheldon, Administration; Stephen Kirschner, Clerk's Office; various citizens; and members of the press.

Pledge of Allegiance

Approval of the Minutes of the Previous Meeting

Comm. Gunn seconded by Comm. Solowczuk moved that the minutes of the March 1, 2006, Board of Commissioners meeting be approved. Motion carried.

Citizen Participation

None.

Commissioner Follow-Up to Citizen Participation

None.

Communications

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

R-0074 RECEIVED: February 23, 2006. A letter to Leah Gunn, Chairperson, Washtenaw County Board of Commissioners from John Evans, administrator, Child Care Fund, Bureau of Juvenile Justice re: 2005-06 annual plan and budget for Child Care Fund expenditures is approved for state reimbursement in the amount of \$4,497,290, dated February 15, 2006. Received and filed, copy to Budget.

R-0075 RECEIVED: February 23, 2006. A resolution from the Livingston County Board of Commissioners, re: resolution to encourage members of the Michigan Legislature to support 9-1-1 in Michigan, dated February 13, 2006. Received and filed, copies to Sheriff and Budget.

R-0076 RECEIVED: February 6, 2006. A newsletter to Wesley Prater, Chairperson, Washtenaw County Board of Commissioners from Southeast Michigan Council of Governments, re: SEMscope, dated winter 2006. Received and filed.

R-0077 RECEIVED: February 27, 2006. A newsletter to Wesley Prater, Chairperson, Washtenaw County Board of Commissioners from Southeast Michigan Council of Governments, re: SEMCOG Regional Update, dated February 27, 2006. Received and filed.

R-0078 RECEIVED: March 1, 2006. A letter to Frank Cambria, Deputy County Administrator from Maril Olson, MSW, Project Coordinator, NAEYC, re: Patricia Horne McGee has been selected to participate in the National Association for the Education of Young Children Supporting Teachers, Strengthening Families National Leadership Program, dated February 21, 2006 Received and filed.

R-0079 RECEIVED: March 7, 2006. A letter to Chief Elected Official from Steve Levy, County Executive, Suffolk County, NY, re: Please Join Mayors and County Executives for Immigration Reform. Received and filed.

R-0080 RECEIVED: March 7, 2006. A letter and report to Wesley Prater, Chair, Board of Commissioners from Anthony VanDerworp, Director, Planning and Environment re: Ypsilanti City Master Plan Amendment, dated March 15. Received and filed.

Liaison Reports

None.

Special Order of Business

None.

Reports of the Chair of the Board of Commissioners

06-0050 Comm. Gunn seconded by Comm. Solowczuk moved that the resolution proclaiming Public Health week in Washtenaw County April 3 through April 9, 2006: "Designing Healthy Communities, Raising Healthy Kids" be adopted. Roll call vote: YEAS: 9. NAYS: 0. ABSENT: 2. [Comms. Brackenburg, Sizemore.] Motion carried.

06-0051 Comm. Gunn seconded by Comm. Solowczuk moved that the resolution congratulating John Patrick Good on his completion of the requirements for, and having been examined by an Eagle Scout board of review be adopted. Roll call vote: YEAS: 9. NAYS: 0. ABSENT: 2. [Comms. Brackenburg, Sizemore.] Motion carried.

06-0052 Comm. Gunn seconded by Comm. Solowczuk moved that the resolution honoring the Corner Health Center's twenty-fifth anniversary be adopted. Roll call vote: YEAS: 9. NAYS: 0. ABSENT: 2. [Comms. Brackenburg, Sizemore.] Motion carried.

06-0053 Comm. Gunn seconded by Comm. Solowczuk moved that the resolution thanking George Basar for his years of service to the City of Ypsilanti and the greater community, and wishing him well in all his future endeavors be adopted. Roll call vote: YEAS: 9. NAYS: 0. ABSENT: 2. [Comms. Brackenburg, Sizemore.] Motion carried.

Reports of Standing Committees

Comm. Gunn seconded by Comm. Solowczuk moved that the following reports be received: Ways and Means Committee dated March 1, 2006 and Working Session dated March 2, 2006. Motion carried. (Complete reports are on file in the County Clerk/Register's Office.)

Reports of Special Committees

Comm. Gunn seconded by Comm. Solowczuk moved that the following reports be received: Brownfield Redevelopment Authority dated February 2, 2006; Building Authority dated January 10, 2006; Department of Human Services dated January 24, 2006; Public Works dated January 18, 2006; and Statutory Drainage Board dated February 24, 2006. Motion carried. (Complete reports are on file in the County Clerk/Register's Office.)

Other Reports

None.

Report of the Treasurer

None.

Report from the County Administrator

None.

Resolutions

Ways and Means Committee – March 1, 2006

06-0054 Comm. Gunn seconded by Comm. Solowczuk moved that the resolution ratifying the County Administrator's signature on the grant application to the Michigan Department of Environmental Quality for a School Chemistry Laboratory Waste Collection program be adopted. Roll call vote: YEAS: 9. NAYS: 0. ABSENT: 2. [Comms. Brackenburg, Sizemore.] Motion carried.

Ways and Means Committee – March 15, 2006

06-0055 Comm. Gunn seconded by Comm. Solowczuk moved that the resolution ratifying the submission of the electronic grant application to the Bureau of Justice Assistance, Office of Justice Programs of the United States Department of Justice for the Edward Byrne Memorial Justice Assistance grant for the Sheriff's office in the amount of \$25,817 for the period of May 1, 2006 through April 30, 2009 be adopted. Roll call vote: YEAS: 9. NAYS: 0. ABSENT: 2. [Comms. Brackenbury, Sizemore.] Motion carried.

06-0056 Comm. Gunn seconded by Comm. Solowczuk moved that the resolution creating a 1.0 FTE Grade 25 Service Coordinator position, a 1.0 FTE Grade 27 Recipient Rights Officer, a 0.5 Grade 27/29 Management Analyst position and eliminating 2.0 FTE Grade 77 Health Services Supervisor position within the WCHO be adopted. Roll call vote: YEAS: 9. NAYS: 0. ABSENT: 2. [Comms. Brackenbury, Sizemore.] Motion carried.

06-0057 Comm. Gunn seconded by Comm. Solowczuk moved that the resolution approving the contract for the York Township Water and Sewer System Project be adopted. Roll call vote: YEAS: 9. NAYS: 0. ABSENT: 2. [Comms. Brackenbury, Sizemore.] Motion carried.

06-0058 Comm. Gunn seconded by Comm. Solowczuk moved that the resolution authorizing the amended application to the Michigan Department of Labor and Economic Growth for the 2006 Remuneration program in the amount of \$202,942; authorizing the grant 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: 9. NAYS: 0. ABSENT: 2. [Comms. Brackenbury, Sizemore.] Motion carried.

Approval of Claims

06-0059 Comm. Gunn seconded by Comm. Solowczuk moved that the resolution authorizing payment of claims commencing with the last previously approved claim and continuing through the date of March 3, 2006 be adopted. Roll call vote: YEAS: 9. NAYS: 0. ABSENT: 2. [Comms. Brackenbury, Sizemore.] Motion carried.

FUND	DESCRIPTION	SYSTEM CHECKS	UTILITIES CREDIT CARD	EXCEPTION & PRE-CLAIMS	TOTAL
1010	GENERAL FUND	\$ 587.66	\$ 51,475.61	\$ -	\$ 52,063.27
1293	COMMUNITY DEVELOPMENT	\$ -	\$ 23.42	\$ -	\$ 23.42
1572	INMATE CONCESSIONS	\$ -	\$ -	\$ 145.06	\$ 145.06
1680	HOUSING MENTAL HEALTH	\$ -	\$ 399.34	\$ -	\$ 399.34
1710	BFI SOLID WASTE COORD.	\$ 95.84	\$ 177.08	\$ -	\$ 272.92
1760	ENVIRONMENTAL HEALTH	\$ -	\$ 1,729.40	\$ -	\$ 1,729.40
1810	VETERANS TRUST FUND ADMIN.	\$ -	\$ 86.07	\$ -	\$ 86.07
1900	3 - 911 FUND	\$ -	\$ 1,080.79	\$ -	\$ 1,080.79
2080	PARKS & RECREATION	\$ -	\$ 27,960.20	\$ -	\$ 27,960.20
2110	COUNTY LIBRARY FUND	\$ -	\$ 1,692.65	\$ -	\$ 1,692.65
2150	FRIEND OF THE COURT	\$ 351.50	\$ 1,854.39	\$ -	\$ 2,205.89
2370	JTPA ADMINISTRATION	\$ -	\$ 5,383.77	\$ -	\$ 5,383.77
2510	CSA HEADSTART	\$ -	\$ 1,430.36	\$ -	\$ 1,430.36
2630	CSA SR NUTRITION	\$ -	\$ 36.30	\$ -	\$ 36.30
2804	COMMUNITY CORRECTIONS	\$ -	\$ 279.19	\$ -	\$ 279.19
2920	WCHO	\$ -	\$ 4,106.60	\$ -	\$ 4,106.60
2930	MENTAL HEALTH	\$ -	\$ 20,869.17	\$ -	\$ 20,869.17
2960	HEALTH	\$ -	\$ 3,501.19	\$ -	\$ 3,501.19
2990	CHILD CARE/PROBATE CT.	\$ 88.45	\$ 1,749.56	\$ -	\$ 1,838.01
4050	CAPITAL EQUIPMENT	\$ -	\$ 11,150.85	\$ -	\$ 11,150.85
5504	2003 PROPERTY FORECLOSURE PROC.	\$ -	\$ 16.69	\$ -	\$ 16.69
6310	FACILITIES MGMT - O & M	\$ -	\$ 233,505.32	\$ -	\$233,505.32
6320	FACILITIES MGMT - TRANSP	\$ -	\$ 425.33	\$ -	\$ 425.33

6440	SELF INSURANCE	\$ -	\$ 1,650.68	\$ -	\$ 1,650.68
6900	CENTREX ASSOCIATION	\$ -	\$ 20,674.58	\$ -	\$ 20,674.58
7413	LAWNET NON-FORFEITURE FUND	\$ -	\$ 2,112.42	\$ -	\$ 2,112.42
7520	EMPLOYEE RETIREMENT FUND	\$ -	\$ 581.95	\$ -	\$ 581.95
7990	CO-OP EXTENSION SERVICE	\$ 48.41	\$ 819.07	\$ -	\$ 867.48
8005	PORTAGE-BASELINE LAKE LEVEL	\$ -	\$ 8.83	\$ -	\$ 8.83
8008	FOUR MILE LAKE LEVEL	\$ -	\$ 146.31	\$ -	\$ 146.31
	TOTALS	\$,171.86	\$ 394,927.12	\$ 145.06	\$396,244.04

New Business

06-0060 Comm. Gunn seconded by Comm. Solowczuk moved that the resolution adopting the bylaws for, and accepting membership in, the Alliance of Rouge Communities and appointing the Drain Commissioner as its authorized representative be adopted. Roll call vote: YEAS: 9. NAYS: 0. ABSENT: 2. [Comms. Brackenbury, Sizemore.] Motion carried.

Comm. Bergman seconded by Comm. Solowczuk moved to go into executive session for the purpose of discussing collective bargaining.

Comm. Peterson asked to have the name of the union added to the public record. Diane Heidt stated that the bargaining is being done with POAM.

Roll call vote: YEAS: 9. NAYS: 0. ABSENT: 2. [Comms. Brackenbury, Sizemore.] Motion carried.

Items for Current/Future Discussion

None.

Citizen Participation

None.

Commissioners Follow-up to Citizen Participation

None.

Adjournment

Comm. Solowczuk seconded by Comm. Gunn moved to adjourn until Wednesday, April 5, 2006, at 6:45 p.m. in the Board Room, Washtenaw County Administration Building. Motion carried.

The meeting adjourned at 8:45 p.m.

Comm. Wesley Prater, Chair

Lawrence Kestenbaum, Clerk/Register
By: Stephen D. Kirschner, Deputy Clerk

Board Approved:

A RESOLUTION PROCLAIMING PUBLIC HEALTH WEEK IN WASHTENAW COUNTY
 APRIL 3 THROUGH APRIL 9, 2006: "DESIGNING HEALTHY COMMUNITIES, RAISING HEALTHY KIDS"

WASHTENAW COUNTY BOARD OF COMMISSIONERS

March 15, 2006

WHEREAS, in the United States the modern built environment- our neighborhood design, roads, sidewalks and buildings- is having detrimental effects on the health of our nation's children; and

WHEREAS, in many communities, the built environment has virtually eliminated healthy lifestyle behaviors such as walking or bicycling as a means of transportation; and

WHEREAS, children who live close enough to school to walk often do not because of the absence of sidewalks in their community; and

WHEREAS, lack of access to fresh foods has contributed to increases in childhood obesity and disturbing health disparities in underserved communities; and

WHEREAS, healthy communities for children are on the verge of being engineered out of existence; and

WHEREAS, Washtenaw County residents are increasing their understanding of the relationship between the built environment and the health of children and promoting strategies to improve children's health; and

WHEREAS, many planning bodies and communities are taking steps to improve the built environment with better public transit, bicycle paths, sidewalks, and more parks; and

WHEREAS, Washtenaw County Public Health staff provide expertise and resources to community groups so that they can do their part to raise healthy kids by designing and building healthier communities; and

WHEREAS, "Designing Healthy Communities, Raising Healthy Kids" is the theme of the 2006 National Public Health Week campaign;

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners does hereby proclaim the week of April 3-9, 2006 as Public Health Week "Designing Healthy Communities, Raising Healthy Kids" in Washtenaw County.

BE IT FURTHER RESOLVED that the Board of Commissioners expresses its appreciation for the ongoing contributions of County staff, individuals and organizations who make up our public health system and carry out this important work.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Bergman	X			Kern	X			Sizemore			X
Brackenbury			X	Ouimet	X			Smith	X		
Gunn	X			Peterson	X			Solowczuk	X		
Irwin	X			Prater	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 9 0 2

STATE OF MICHIGAN)

I, Lawrence Kestenbaum, 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 March 15th, 2006, as it appears of record in my office.

COUNTY OF WASHTENAW)^{SS}.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 16th day of March, 2006.

LAWRENCE KESTENBAUM, Clerk/Register

BY: _____
 Deputy Clerk



Res. No. 06-0050

A RESOLUTION CONGRATULATING JOHN PATRICK GOOD ON HIS COMPLETION OF THE
REQUIREMENTS FOR, AND HAVING BEEN EXAMINED BY AN EAGLE SCOUT BOARD OF
REVIEW

WASHTENAW COUNTY BOARD OF COMMISSIONERS

March 15, 2006

WHEREAS, Eagle Scout John Patrick Good is a citizen of Washtenaw County; and

WHEREAS, he has completed the requirements for the rank of Eagle Scout, and has been examined by an Eagle Scout Board of Review; and

WHEREAS, he has been found worthy of the rank of Eagle Scout and will be honored at an Eagle Scout Court of Honor on March 19, 2006 at St. John Baptist Catholic Church in Ypsilanti, Michigan; and

WHEREAS, accomplishing the rank of Eagle Scout represents the finest goals of citizenship training, character development, and personal fitness; and

WHEREAS, Eagle Scout Good's Eagle Service Project, "Creating an Institution- A Newspaper for Ypsilanti High School" displayed dedication and will contribute to the quality of education for the students of Ypsilanti High School; and

WHEREAS, the Washtenaw County Board of Commissioners recognizes individuals for their efforts and contributions to the community and the citizens of Washtenaw County in making our community a better place to live;

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby congratulates Eagle Scout John Patrick Good on his accomplishment and commitment to the Washtenaw County community and extends its best wishes to him in his future endeavors.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Bergman	X			Kern	X			Sizemore			X
Brackenbury			X	Ouimet	X			Smith	X		
Gunn	X			Peterson	X			Solowczuk	X		
Irwin	X			Prater	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 9 0 2

STATE OF MICHIGAN)

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COUNTY OF WASHTENAW)^{SS.}

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 16th day of March, 2006.

LAWRENCE KESTENBAUM, Clerk/Register

BY: _____ Deputy Clerk



Res. No. 06-0051

A RESOLUTION HONORING THE CORNER HEALTH CENTER'S
TWENTY-FIFTH ANNIVERSARY

WASHTENAW COUNTY BOARD OF COMMISSIONERS

March 15, 2006

WHEREAS, The Corner Health Center has helped thousands of Washtenaw County adolescents and their children in the past twenty-five (25) years; and

WHEREAS, The Corner Health Center is one of Washtenaw County's safety net providers; and

WHEREAS, Washtenaw County has provided and continues to provide funding to increase access to health care for County adolescents and their children; and

WHEREAS; The Corner Health Center has provided and continues to provide medical care, health education, and support services to County adolescents and their children; and

WHEREAS, The Corner Theatre Troupe has offered and continues to offer peer health education in County middle and high schools to prevent substance use, smoking, dating violence, STIs and HIV; and

WHEREAS, The Corner Health Center is celebrating its 25th anniversary on April 8th 2006;

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners recognizes The Corner Health Center's contributions to the health and wellbeing of adolescents and their children in our community.

BE IT FURTHER RESOLVED that the Washtenaw County Board of Commissioners commends The Corner Health Center on its achievement of twenty-five (25) years of excellent and necessary service to our community, and extends its best wishes for the Center's future endeavors.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Bergman	X			Kern	X			Sizemore			X
Brackenbury			X	Ouimet	X			Smith	X		
Gunn	X			Peterson	X			Solowczuk	X		
Irwin	X			Prater	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 9 0 2

STATE OF MICHIGAN)

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COUNTY OF WASHTENAW)^{SS}.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 16th day of March, 2006.

LAWRENCE KESTENBAUM, Clerk/Register

BY: _____ Deputy Clerk



Res. No. 06-0052

A RESOLUTION THANKING GEORGE BASAR FOR HIS YEARS OF SERVICE TO THE CITY OF YPSILANTI AND THE GREATER COMMUNITY, AND WISHING HIM WELL IN ALL HIS FUTURE ENDEAVORS

WASHTENAW COUNTY BOARD OF COMMISSIONERS

March 15, 2006

WHEREAS, George Basar joined the Ypsilanti Police Department in 1975, moving up through the ranks to become Chief of Police in 1999; and

WHEREAS, over the years, George Basar has demonstrated his leadership within the larger law enforcement community by serving as chair of the Washtenaw County Criminal Justice Association, the Washtenaw County Chiefs' Association, and the LAWNET Board of Control; and

WHEREAS, George Basar has expressed his commitment to safe communities by actively serving in both the Washtenaw County Homeland Security Taskforce and the Washtenaw County 800 MHz radio consortium; and

WHEREAS, George Basar has faithfully represented Washtenaw County law enforcement through his involvement in the Michigan Association of Chiefs of Police as a legislative committee member and now as a member of the board; and

WHEREAS, countless of George Basar's peers and colleagues have expressed appreciation for his unfailing integrity, leadership, and service; and

WHEREAS, George Basar will retire on March 31, 2006, after thirty years of tireless service to our community; and

WHEREAS, George has accepted the position of Chief of Police with the City of Howell following his departure from the City of Ypsilanti;

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners expresses its gratitude to George Basar for his significant contributions to the City of Ypsilanti, to the law enforcement community, and to our community at large, and wishes him well in all his future endeavors.

BE IT FURTHER RESOLVED that the County Clerk is directed to send a certified copy of this resolution to the City of Ypsilanti and the City of Howell.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Bergman	X			Kern	X			Sizemore			X
Brackenbury			X	Ouimet	X			Smith	X		
Gunn	X			Peterson	X			Solowczuk	X		
Irwin	X			Prater	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 9 0 2

STATE OF MICHIGAN)

COUNTY OF WASHTENAW)^{SS}

I, Lawrence Kestenbaum, 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 March 15th, 2006, as it 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 16th day of March, 2006.

LAWRENCE KESTENBAUM, Clerk/Register

BY: _____ Deputy Clerk



Res. No. 06-0053

Department Of Planning & Environment
Washtenaw County School Chemistry Recovery Program
July 1, 2006 - July 1, 2008
1722065800

		<u>Current</u>	<u>Revised</u>	<u>Variance</u>
Revenue:				
54000	State Revenue	0	24,000	24,000
69000	In-kind Contributions	0	7,955	7,955
	Total	0	31,955	31,955
Expenditures				
80000	Other Services & Charges	0	24,000	24,000
93500	In-kind Charges	0	7,955	7,955
	Total	0	31,955	31,955

Sheriff
Byrne JAG Grant
1391065000

	<u>Current Budget</u>	<u>Revised Budget</u>	<u>Variance</u>
Revenue:			
50000 Federal Revenue	<u>\$0</u>	<u>\$25,817</u>	<u>\$25,817</u>
Total	<u>\$0</u>	<u>\$25,817</u>	<u>\$25,817</u>
Expenditures:			
80000 Consultants & Contracts	<u>\$0</u>	<u>\$14,817</u>	<u>\$14,817</u>
95000 DP Hardware/Software	<u>\$0</u>	<u>\$11,000</u>	<u>\$11,000</u>
Total	<u>\$0</u>	<u>\$25,817</u>	<u>\$25,817</u>

Indirect Costs = \$0

A RESOLUTION CREATING A 1.0 FTE GRADE 25 SERVICE COORDINATOR POSITION, A 1.0 FTE GRADE 27 RECIPIENT RIGHTS OFFICER, A 0.5 FTE GRADE 27/29 MANAGEMENT ANALYST POSITION AND ELIMINATING 2.0 FTE GRADE 77 HEALTH SERVICES SUPERVISOR POSITIONS WITHIN THE WCHO

WASHTENAW COUNTY BOARD OF COMMISSIONERS

MARCH 15, 2006

WHEREAS, Washtenaw Community Health Organization continues to develop as a regional, public managed care entity; and

WHEREAS, WCHO has identified the need to align certain positions to assure that they are staffed with appropriately qualified individuals to meet the administrative managed care needs of consumers; and

WHEREAS, Livingston Community Mental Health Authority is in need of a second Recipient Rights Officer position and has approved payment for that position to be within the WCHO; and

WHEREAS, the WCHO has the need for an individual to coordinate its grant writing responsibilities; and

WHEREAS, the WCHO is no longer in need of 2.0 FTE Health Services Supervisor positions; and

WHEREAS, the WCHO has the funds necessary for this position either through the reduction in other positions and/or revenue from Livingston County Community Mental Health Authority and it results in a net decrease in the expenditures; and

WHEREAS, this matter has been reviewed by the Washtenaw Community Health Organization, County Administration, the Finance Department, Human Resources, Corporation Counsel and the Washtenaw County Ways and Means Committee.

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby approves the creation and elimination of the following positions:

Position #	Position Title	Grade	Group	Create	Eliminate
7740-0014*	Health Services Supervisor	77	10		1.0
7740-0026	Health Services Supervisor	77	10		1.0
2527-0035	Service Coordinator	25	11	1.0	
2719-0082	Management Analyst I/II	27/29	32	0.5	
2728-0009	Recipient Rights Officer I/II	27/29	32	1.0	

* Effective date of elimination 3/31/06

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Bergman	X			Kern	X			Sizemore			X
Brackenbury			X	Ouimet	X			Smith	X		
Gunn	X			Peterson	X			Solowczuk	X		
Irwin	X			Prater	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 9 0 2

STATE OF MICHIGAN)

I, Lawrence Kestenbaum, 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 March 15th, 2006, as it appears of record in my office.

COUNTY OF WASHTENAW)^{SS}.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 16th day of March, 2006.

LAWRENCE KESTENBAUM, Clerk/Register

BY: _____ Deputy Clerk



Res. No. 06-0056

Appendix 1
CONTRACT BETWEEN
THE COUNTY OF WASHTENAW
and
THE TOWNSHIP OF YORK

YORK TOWNSHIP SEWER AND WATER SYSTEM

WASHTENAW COUNTY, MICHIGAN

DATED AS OF MARCH 1, 2006

CONTRACT

THIS CONTRACT (the "Contract") is dated as of March 1, 2006, by and between the COUNTY OF WASHTENAW, a Michigan county (the "County"), and the CHARTER TOWNSHIP OF YORK ("York"), a Township located in the County of Washtenaw (the "Township").

W I T N E S E T H:

WHEREAS, the County has preliminary approved the construction of the York Township Sewer and Water System (the "Project") pursuant to Act No. 185, Public Acts of Michigan, 1957, as amended ("Act 185"), to provide for a sewer and 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 sewer and 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 supplying water 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, Nowak & Fraus, PLLC (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 "York Township Sewer and 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 agrees that, in order to evidence and effectuate this agreement and consent, it 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 it will comply with all applicable State and Federal regulations related to this Project.

2. Project Description. 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 Nowak & Fraus, PLLC, 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, \$13,200,000, and the period of usefulness of the Project, in excess of 30 years, are likewise approved and adopted.

3. Issuance of Bonds. 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. Construction. The construction of the Project will be governed by the contracts to be awarded by the DPW after recommendation by Nowak & Fraus, PLLC, Royal Oak, Michigan.

5. 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. Payments by Township. 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 fails 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. Township Special Assessments. (1) The Township will confirm special assessments in the total amounts set forth on Appendix C, which special assessments

become due beginning December 1, 2006 and will be collected on December 1, 2006 through and including December 1, 2025.

7. Advance Payments. 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. Use of Excess Bond Proceeds. 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. Failure to Pay; Remedies. 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. Change in Township. 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.

b. Refunding and Advance Refunding. 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 leases 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 sewer and 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/or after which the County will have the right to take over operation of the entire sewer and water system which uses any of the facilities acquired by the Project (the "Sewer and 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 sewer and/or water system on the Transfer Date, to establish, maintain, revise and collect rates and charges for sewer and/or water system service to all inhabitants connected to or to be connected to the sewer and 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 sewer and 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. Costs and Expenses. 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. To the extent authorized by law, 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. DPW Authority. 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. Invalidity of Provisions. 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. County Treasurer. 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. Undertaking to Provide Continuing Disclosure. 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. Miscellaneous.

a. Effective Date. 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. Counterparts. 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. Contingency. 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, resolution or controlling rule.

f. Entire Agreement. This Agreement sets forth the entire agreement between the County and the Township with respect to the subject matter of this Contract.

g. Captions and Bylines. 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. Use of the Singular. 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.

CHARTER TOWNSHIP OF YORK
WASHTENAW

COUNTY OF

By Its Board of Public Works

APPENDIX A

Project Description York Township Wastewater System

The Project will provide water and sewer service to the North Urban Services District of York Township located in the vicinity of the freeway interchange at US 23 and Willis Road. The infrastructure will include water and sewer transmission lines, pumps, valves, metering and related appurtenances. It is anticipated that both water service and wastewater treatment will be provided through the Ypsilanti Community Utilities Authority.

The estimated cost for the project is:

Construction	\$ 10,000,000
Miscellaneous (bond issuance, administration, capitalized interest, etc.)	\$ 615,000
Engineering	\$ 1,500,000
Contingencies	\$ 1,085,000
Total Estimated Cost	\$ 13,200,000

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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.

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 [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.

Section 4. Content of Annual Reports. 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.

Section 6. Termination of Reporting Obligation. 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.

Section 11. Beneficiaries. 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 create no rights in any other person or entity.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity effective the _____ day of _____, ____.

[Executive Officer]

Clerk/Secretary

[SEAL]

Jas/con-was163

APPENDIX C

SCHEDULE OF SPECIAL ASSESSMENTS

<u>DATE</u>	<u>AMOUNT DUE</u>
December 1, 2006	\$660,000.00
December 1, 2007	\$660,000.00
December 1, 2008	\$660,000.00
December 1, 2009	\$660,000.00
December 1, 2010	\$660,000.00
December 1, 2011	\$660,000.00
December 1, 2012	\$660,000.00
December 1, 2013	\$660,000.00
December 1, 2014	\$660,000.00
December 1, 2015	\$660,000.00
December 1, 2016	\$660,000.00
December 1, 2017	\$660,000.00
December 1, 2018	\$660,000.00
December 1, 2019	\$660,000.00
December 1, 2020	\$660,000.00
December 1, 2021	\$660,000.00
December 1, 2022	\$660,000.00
December 1, 2023	\$660,000.00
December 1, 2024	\$660,000.00
December 1, 2025	\$660,000.00

A RESOLUTION AUTHORIZING THE AMENDED APPLICATION TO THE MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC GROWTH FOR THE 2006 REMONUMENTATION PROGRAM IN THE AMOUNT OF \$202,942; AUTHORIZING THE GRANT ADMINISTRATOR TO SIGN THE NOTICE OF GRANT AWARD; AMENDING THE BUDGET AND AUTHORIZING THE ADMINISTRATOR TO SIGN THE DELEGATE CONTRACTS.

WASHTENAW COUNTY BOARD OF COMMISSIONERS

March 15, 2006

WHEREAS, Public Act 345 of 1991 established the State Survey and Remonumentation law; and

WHEREAS, this act provided for the Remonumentation of all public land survey corners in the State of Michigan within the next twenty years; and

WHEREAS, the State funds the Survey and Remonumentation program to assist Counties to more accurately represent survey corners within local jurisdictions; and

WHEREAS, the County benefits from this program in that survey corners throughout the County will be more accurate, contributing to the accuracy of the Geographic Information System (GIS) base; and

WHEREAS, on December 7, 2005, the Board of Commissioners approved the 2006 grant application for the Remonumentation Program for \$176,272; and

WHEREAS, subsequent to the original grant application the State Legislature increased Washtenaw County's allocation to \$202,942; and

WHEREAS, this grant will be received by Washtenaw County and administered by the Planning and Environment Department which will subcontract with the County Road Commission to carry out the work outlined under the Plan; and

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

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby authorizes the amended application to the Michigan Department of Labor and Economic Growth for the 2006 Remonumentation Program in the amount of \$202,942.

BE IT FURTHER RESOLVED that the Board of Commissioners takes the following actions contingent upon receipt of the award in conformity with the application and the 20 year plan:

1. Authorizes the County Grant Administrator to sign the Notice of Grant Award
2. Amends the budget as attached hereto and made a part hereof
3. Authorizing the Administrator to confirm the subcontractors and sign delegate contracts upon review of Corporation Counsel.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Bergman	X			Kern	X			Sizemore			X
Brackenbury			X	Ouimet	X			Smith	X		
Gunn	X			Peterson	X			Solowczuk	X		
Irwin	X			Prater	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS **9 0 2**

STATE OF MICHIGAN)

I, Lawrence Kestenbaum, 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 March 15th, 2006, as it appears of record in my office.

COUNTY OF WASHTENAW)^{SS}

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 16th day of March, 2006.

LAWRENCE KESTENBAUM, Clerk/Register

BY: _____
Deputy Clerk



Res. No. 06-0058

Planning and Environment
 SURVEY, REMONUMENTATION & MONUMENTATION PROGRAM
 Business Unit: 12300054600

Revenue:	Current <u>Budget</u>	Revised <u>Budget</u>	<u>Variance</u>
54000 State Revenue	\$--	\$202,942	\$202,942
TOTAL	\$--	\$202,942	\$202,942

Expenditures

72700 Supplies	\$--	\$ 1,000	\$ 1,000
95000 Capital Outlay	\$--	\$ 39,000	\$ 39,000
80800 Consultants	\$--	\$162,942	\$162,942
TOTAL	\$--	\$202,942	\$202,942

A RESOLUTION ADOPTING THE BYLAWS FOR, AND ACCEPTING MEMBERSHIP
IN, THE ALLIANCE OF ROUGE COMMUNITIES AND APPOINTING THE DRAIN
COMMISSIONER AS ITS AUTHORIZED REPRESENTATIVE

WASHTENAW COUNTY BOARD OF COMMISSIONERS

March 15, 2006

WHEREAS, the Washtenaw County Board of Commissioners is committed to the protection of County natural resources and the environment, and

WHEREAS, Washtenaw, Wayne, and Oakland Counties plus thirty-eight cities, villages and townships signed an August 15, 2003 Memorandum of Agreement as an interim step to establish a permanent mechanism for communities in the Rouge River Watershed to cooperatively meet State stormwater discharge permit requirements, satisfy the U.S. District Court's concerns about the River, and encourage restoration of river benefits for residents of the watershed, including citizens in Salem, Superior and Ypsilanti Townships, and,

WHEREAS, after two years of successful operation of the Interim Alliance of Rouge Communities, the members recommended state legislation that would provide a formal mechanism for communities that chose to voluntarily join collaborative efforts to meet state and federal stormwater discharge requirements, and cooperatively develop watershed plans to enhance the management of a river, and

WHEREAS, Watershed Alliance legislation passed the Michigan House of Representatives and the Michigan Senate and was signed into law by the Governor on January 3, 2005, as Public Act No. 517, Public Acts of 2004, and

WHEREAS, at its meeting on June 8, 2005, the Interim Alliance of Rouge Communities completed drafting the attached Alliance of Rouge Communities Bylaws, and recommended adoption by the appropriate governing bodies of those public agencies within the Rouge River watershed eligible for membership, and

WHEREAS, the formation of the Alliance of Rouge Communities under Act 517 will provide the governments and agencies within the watershed with authority to directly seek grants, enter into contracts, and manage resources that have been provided in the past by and through Wayne County with federal funds as part of the Rouge River National Wet Weather Demonstration, and

WHEREAS, Washtenaw County has supported the Interim Alliance of Rouge Communities from its inception through the provision of in kind services and participation by the Office of the Washtenaw County Drain Commissioner, and such participation included input in development of the Bylaws now before the Board of Commissioners, and

WHEREAS the Alliance of Rouge Communities Bylaws currently exempts County governments from the payment of dues or assessments to support the activities of the Alliance, and Washtenaw County Board of Commissioners would have opportunity to revisit the terms of the Bylaws and determine continuing participation in the Alliance should the Bylaws be amended at a future date to require County governments to pay Alliance dues or assessments

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby authorizes membership in the Alliance of Rouge Communities and appoints Janis A. Bobrin, Drain Commissioner as its designated representative to the Alliance of Rouge Communities, Michelle J. Bononi, Senior Environmental Planner as the alternate representative and further authorizes Janis A. Bobrin to designate additional persons to represent Washtenaw County, if needed, as an alternate to assure voting representation.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Bergman	X			Kern	X			Sizemore			X
Brackenbury			X	Ouimet	X			Smith	X		
Gunn	X			Peterson	X			Solowczuk	X		
Irwin	X			Prater	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 9 0 2

STATE OF MICHIGAN)

COUNTY OF WASHTENAW)SS.

I, Lawrence Kestenbaum, 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 March 15th, 2006, as it 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 16th day of March, 2006.

LAWRENCE KESTENBAUM, Clerk/Register

BY: _____ Deputy Clerk



Res. No. 06-0060