



## WASHTENAW COUNTY BOARD OF COMMISSIONERS

Wednesday April 5, 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, April 5, 2006.

The meeting was called to order at 8:33 p.m. by Wesley Prater, Chair of the Board.

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

**MEMBERS ABSENT:** None.

**OTHERS PRESENT:** Bob Guenzel, County Administrator; Frank Cambria, Deputy County Administrator; Curtis Hedger, Corporation Counsel; Catherine McClary, County Treasurer; Lawrence Kestenbaum, County Clerk; Pete Ballios, Finance; David Behen, Dale Vanderford, James McFarlane, Ken Schrader, ITS; Verna McDaniel, Human Resources; Trenda Rusher; ETCS; Pat Home McGee, Shawn Owen Cruz, Head Start; Tony VanDerworp, Dan Myers, Planning and Environment; Mary O'Hare, Library; Denise Dalrymple, Children's Services; Dave Shirley, Facilities; 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 15, 2006, Board of Commissioners meeting be approved. Motion carried.

#### Citizen Participation

None.

#### Commissioner Follow-Up to Citizen Participation

Bob Guenzel stated that he would like to withdraw the special order of business: Comprehensive Annual Financial Report Presentation and other business.

#### Communications

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

- R-0081** RECEIVED: March 6, 2006. A letter to Wesley Prater, Chairperson, Washtenaw County from Jason Ryder, Eagle Companies re: a new low cost detention solution, dated February 20, 2006. Received and filed, copy to Budget. 1
- R-0082** RECEIVED: March 6, 2006. A resolution from the Ann Arbor City Council re: resolution opposing the "Michigan Civil Rights Initiative" to ban affirmative action based on race, sex, color, ethnicity, or national origin, dated February 27, 2006. Received and filed. 10
- R-0083** RECEIVED: March 6, 2006. A memorandum to Washtenaw County Board of Commissioners Office from Karen Currie/Kami Smith, Michigan Association of Counties, re: 2006, Volume 10 MAC Directories, dated March 3, 2006. Received and filed. 12
- R-0084** RECEIVED: March 10, 2006. A letter to Lawrence Kestenbaum, Washtenaw County Clerk from Representative Chris Kolb, 53<sup>rd</sup> District, re: appreciation for receiving a copy of Washtenaw County Board of Commissioners resolution 06-0041, dated March 7, 2006. Received and filed. 13

- R-0085** RECEIVED: March 10, 2006. A Notice to Washtenaw County from Southeast Michigan Council of Governments, re: SEMCOG University: Sewer Grants Available: How to Apply, Received and filed, copy to Drain Commissioner. 14
- R-0086** RECEIVED: March 14, 2006. A Memorandum to Washtenaw County from Thomas Hicks, Michigan Association of Counties, re: House Local Government and Urban Policy Committee meeting scheduled March 8, 2006 cancelled, dated March 7, 2006. Received and filed. 17
- R-0087** RECEIVED: March 17, 2006. A newsletter to Wesley Prater, Chairperson, Washtenaw County Board of Commissioners from Southeast Michigan Council of Governments, re: SEMCOG Regional Update, dated March 13, 2006. Received and filed. 19
- R-0088** RECEIVED: March 17, 2006. A letter and resolution to Washtenaw County Board of Commissioners from Richard E. Hammel, Chairperson, Genesee County Board of Commissioner, re: Support for HB 5831 and HB 5832 allowing County Board of Commissioners the option to assume the duties of the County Road Commission, dated March 16, 2006. Received and filed, copies to Administration, Corporation Counsel and Commissioners. 21
- R-0089** RECEIVED: March 20, 2006. A letter to Mr. Wesley Prater, Washtenaw County Board of Commissioners from Joe Zurawski, Township Supervisor, The Charter Township of York, re: historical significance of the Judd Road Bridge, dated March 17, 2006. Received and filed, copies to Comm. Prater, Administration and Corporation Counsel. 23
- R-0090** RECEIVED: March 22, 2006. A memorandum to Chairpersons of County Boards of Commissioners, Mayors, Township Supervisors, and Tribal Leaders, from Jeanette Scroggins, Manager, Federal Grant Unit, Department of Human Services re: An opportunity for local units of government to participate in the planning and potential grant application process for the Federal Juvenile Justice and Delinquency Prevention Act Title V Juvenile Delinquency Prevention Initiative, dated February 21, 2006. Received and filed, copies to Budget, Children's Services and Trial Court. 24
- R-0091** RECEIVED: March 22, 2006. A letter to Ms. Janis Bobrin, Washtenaw County Drain Commissioner from Thomas Levatis, Executive Director, Department of Treasury, re: Malletts Creek Wetland Detention – 5231-01, dated March 15, 2006. Received and filed. 32
- R-0092** RECEIVED: March 24, 2006. A letter to Wesley Prater, Chairperson, Washtenaw County Board of Commissioners from Robert Brackenbury, Washtenaw County Commissioner, District 7 re: Announcing resignation from the county board of commissioners effective 12:00 noon, April 19, 2006, dated March 22, 2006. Received and filed. 40
- R-0093** RECEIVED: March 24, 2006. An invitation to Washtenaw County Board of Commissioners, re: The Michigan Democratic Party's 2006 Jefferson – Jackson Day Dinner, dated March 8, 2006. Received and filed. 41

#### **Liaison Reports**

None.

#### **Reports of the Chair of the Board of Commissioners**

**06-0061** Comm. Gunn seconded by Comm. Solowczuk moved that the resolution proclaiming April 2006 as the "Month of the Young Child" in Washtenaw County be adopted. Roll call vote: YEAS: 11. NAYS: 0. ABSENT: 0. Motion carried.

**06-0062** Comm. Gunn seconded by Comm. Solowczuk moved that the resolution recognizing the significant contributions from the members of the Police Services Steering Committee charged with creating a process of engaging local units developing recommendations regarding County-wide law enforcement services and police services contracting methodology for 2008-2009 be adopted. Roll call vote: YEAS: 11. NAYS: 0. ABSENT: 0. Motion carried.

#### **Special Order of Business**

#### **Presentation proclaiming April 2006 as the "Month of the Young Child" in Washtenaw County:**

None.

### **Reports of Standing Committees**

Comm. Gunn seconded by Comm. Solowczuk moved that the following reports be received: Ways and Means Committee dated March 15, 2006 and Working Session dated March 16, 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: Accommodations Ordinance Commission dated January 10, 2006; Board of Road Commissioners dated February 21, 2006; Chevron Committee dated December 19, 2005; Jury Board dated December 20, 2005, January 24, 2006 and February 23, 2006; Natural Areas Technical Advisory Committee dated February 6, 2006; Parks and Recreation dated February 14, 2006; Public Works dated January 23, 2006, February 13, 2006 and February 15, 2006; and Statutory Drainage Board dated March 17, 2006. Motion carried. (Complete reports are on file in the County Clerk/Register's Office.)

### **Other Reports**

None.

### **Report of the Treasurer**

Comm. Gunn seconded by Comm. Brackenbury moved that the cash position of Washtenaw County as of December 2005 be received. (Complete report is on file in the County Clerk/Register's Office).

Comm. Gunn seconded by Comm. Brackenbury moved that the cash position of Washtenaw County as of January 2006 be received. (Complete report is on file in the County Clerk/Register's Office).

### **Report from the County Administrator**

None.

### **Resolutions**

#### **Appointments:**

**06-0063** Comm. Gunn seconded by Comm. Solowczuk moved that the resolution appointing two representatives to the Emergency Medical Services Commission for the remainder of terms as indicated be adopted. Roll call vote: YEAS: 11. NAYS: 0. ABSENT: 0. Motion carried.

#### **Ways and Means Committee – March 15, 2006**

**06-0064** Comm. Gunn seconded by Comm. Solowczuk moved that the resolution approving the contract with the Township of Dexter, the Township of Lyndon, the Township of Putnam, the Multi Lakes Water and Sewer Authority, and the County of Washtenaw for the Wastewater Treatment Plant Improvements be adopted. Roll call vote: YEAS: 11. NAYS: 0. ABSENT: 0. Motion carried.

**06-0065** Comm. Gunn seconded by Comm. Solowczuk moved that the resolution ratifying the County Administrator's signature on the grant application to the National Court Appointed Special Advocate Association for expansion of the Washtenaw County CASA Program be adopted. Roll call vote: YEAS: 11. NAYS: 0. ABSENT: 0. Motion carried.

#### **Ways and Means Committee – April 5, 2006**

**06-0066** Comm. Gunn seconded by Comm. Solowczuk moved that the resolution authorizing the county administrator to sign the ETCS Workforce Investment Act Statewide Activities Southeast Michigan Hospitality and Tourism Grant agreement from the Michigan Department of Labor and Economic Growth be adopted. Roll call vote: YEAS: 11. NAYS: 0. ABSENT: 0. Motion carried.

**06-0067** Comm. Gunn seconded by Comm. Solowczuk moved that the resolution to borrow against anticipated Delinquent 2005 Real Property taxes be adopted. Roll call vote: YEAS: 11. NAYS: 0. ABSENT: 0. Motion carried.

**06-0068** Comm. Gunn seconded by Comm. Solowczuk moved that the resolution authorizing the signature of the county administrator on the Supplemental 2004 Homeland Security Grant Program Agreement with the Michigan Department of State Police Emergency Management and Homeland Security Division be adopted. Roll call vote: YEAS: 11. NAYS: 0. ABSENT: 0. Motion carried.

#### **Approval of Claims**

**06-0069** 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 24, 2006 be adopted. Roll call vote: YEAS: 11. NAYS: 0. ABSENT: 0. Motion carried.

FUND	DESCRIPTION	SYSTEM CHECKS	UTILITIES CREDIT CARD	EXCEPTION & PRE-CLAIMS	TOTAL
1010	GENERAL FUND	\$ 552.96	\$ -	\$ 19.70	\$ 572.66
1572	INMATE CONCESSIONS	\$ -	\$ -	\$ 186.62	\$ 186.62
2150	FRIEND OF THE COURT	\$ 5.83	\$ -	\$ -	\$ 5.83
2990	CHILD CARE/PROBATE CT.	\$ 48.00	\$ -	\$ -	\$ 48.00
	<b>TOTALS</b>	\$ 606.79	\$ -	\$ 206.32	\$ 813.11

**New Business**

**06-0070** Comm. Gunn seconded by Comm. Solowczuk moved that the resolution authorizing the Chair of the Washtenaw County Board of Commissioners to sign an amendment to the "Agreement creating a Hazardous Materials Response Authority for Washtenaw County and adjacent communities" to extend the Agreement for an additional ten (10) years, expiring May 16, 2016 be adopted. R Roll call vote: YEAS: 11. NAYS: 0. ABSENT: 0. Motion carried.

Curt Hedger informed the board of several typos in the hazardous materials resolution and offered corrections.

**06-0071** Comm. Gunn seconded by Comm. Solowczuk moved that the resolution accepting the resignation of Washtenaw County Commissioner Robert Brackenbury and approving the process to appoint his successor to the Washtenaw County Board of Commissioners be adopted. Roll call vote: YEAS: 11. NAYS: 0. ABSENT: 0. Motion carried.

Comm. Gunn paid tribute to Comm. Brackenbury and stated that he has done a fantastic job.

Comm. Irwin stated that he will support Comm. Brackenbury's resignation resolution with reluctance and he appreciates his service.

Comm. Smith stated that it has been great working with Comm. Brackenbury.

Comm. Bergman stated that she would miss Comm. Brackenbury.

Comm. Sizemore stated that it has been a pleasure working with Comm. Brackenbury.

Comm. Ouimet stated that he has appreciated his relationship with Comm. Brackenbury and his representation of his constituents has been a model.

Comm. Solowczuk thanked Comm. Brackenbury for all of his input on the commission.

Comm. Peterson stated that he hopes Comm. Brackenbury will have an opportunity to return to public service.

Comm. Kern stated that she would miss his intellect and insightful questions.

Comm. Peterson stated he would like to see Comm. Brackenbury return but as a Democrat.

Comm. Prater stated it has been great working with Comm. Brackenbury.

Comm. Brackenbury stated that he considers the commissioners friends and it has been great working with them.

**06-0072** Comm. Gunn seconded by Comm. Solowczuk moved that the resolution supporting the exploration of renewable energy in the form of wind power for Washtenaw County be adopted. Roll call vote: YEAS: 11. NAYS: 0. ABSENT: 0. Motion carried.

**06-0073** Comm. Gunn seconded by Comm. Solowczuk moved that the resolution to accept comments from the planning advisory board on the Webster Township Master Plan amendment and direct the County Clerk to send comments to Webster Township and the contiguous local units of government be adopted. Roll call vote: YEAS: 11. NAYS: 0. ABSENT: 0. Motion carried.

**Items for Current/Future Discussion**

Comm. Sizemore stated that at the last Citizen's Action Board discussed changing policies. He stated that Head Start has requested 20 computers.

Comm. Solowczuk stated that PAB went over their comprehensive plan. He stated that the commissioners would be proud of their work.

Comm. Smith stated that they are losing a stellar representative in the community, Sabrina Keeley. He stated that she does great work.

Comm. Bergman stated that the county is looking into the feasibility of a Parks Authority.

**Citizen Participation**

None.

**Commissioners Follow-up to Citizen Participation**

None.

**Adjournment**

Comm. Solowczuk seconded by Comm. Peterson moved to adjourn until Wednesday, April 19, 2006, at 6:45 p.m. in the Board Room, Washtenaw County Administration Building. Motion carried.

The meeting adjourned at 8:45 p.m.

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Comm. Wesley Prater, Chair

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

Board Approved:

A RESOLUTION PROCLAIMING APRIL 2006 AS THE "MONTH OF THE YOUNG CHILD" IN WASHTENAW COUNTY

WASHTENAW COUNTY BOARD OF COMMISSIONERS

April 5, 2006

WHEREAS, April is a time to focus our attention on programs and activities which foster the physical, intellectual and social growth of our nation's children; and

WHEREAS, Children's Well Being continues to be a priority of the Washtenaw County Board of Commissioners; and

WHEREAS, children and their families are recipients of comprehensive development programs which are based on the philosophy that high quality services for children from low-income families can help the children enter into the mainstream of the educational system with a higher degree of success; and

WHEREAS, the future of Washtenaw County depends on the quality of the early childhood experiences provided to young children today and this quality represents a worthy commitment to the collective future of our children

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby proclaims April 2006 as the "Month of the Young Child" in Washtenaw County and encourages the citizens of Washtenaw County to take a moment and participate in a child's activities during this month.

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 11 0 0

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 April 5<sup>th</sup>, 2006, as it appears of record in my office.

COUNTY OF WASHTENAW)<sup>SS</sup>

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 5<sup>th</sup> day of April, 2006.

**LAWRENCE KESTENBAUM, Clerk/Register**

BY: \_\_\_\_\_ Deputy Clerk



**Res. No. 06-0061**





**COUNTY OF WASHTENAW  
BOARD OF COMMISSIONERS**

At a \_\_\_\_\_ meeting of the Board of Commissioners of the County of Washtenaw held in Ann Arbor, Michigan, on \_\_\_\_\_, 2006 at \_\_\_:\_\_\_ .m. Eastern Standard Time, there were:

PRESENT:

\_\_\_\_\_

—

\_\_\_\_\_

—

ABSENT:

\_\_\_\_\_

—

The following preamble and resolution were offered by Comm. \_\_\_\_\_ and seconded by Comm. \_\_\_\_\_.

**RESOLUTION APPROVING THE CONTRACT  
WITH THE TOWNSHIP OF DEXTER, THE TOWNSHIP OF LYNDON,  
THE TOWNSHIP OF PUTNAM, THE MULTI LAKES WATER  
AND SEWER AUTHORITY, AND THE COUNTY OF WASHTENAW  
FOR THE WASTEWATER TREATMENT PLANT IMPROVEMENTS**

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 "Wastewater Treatment Plant Improvements Project" (the "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 Townships of Dexter, Lyndon, and Putnam, and the Multi Lakes Water and Sewer Authority (the "Municipal Entities") with respect to the Project, which contract is attached as Appendix 1;

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 and the execution thereof by the designated officials is authorized.

2. 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:

\_\_\_\_\_

—

— \_\_\_\_\_

NO:

— \_\_\_\_\_

ABSTAIN:

— \_\_\_\_\_

ABSENT:

— \_\_\_\_\_

## 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 \_\_\_\_\_, 2006 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 an 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.

\_\_\_\_\_  
Lawrence Kestenbaum  
Washtenaw County Clerk/Register

[SEAL]

Jas/r6-was161

**Appendix 1**

**CONTRACT AMONG  
THE COUNTY OF WASHTENAW.  
THE TOWNSHIP OF LYNDON,  
THE TOWNSHIP OF DEXTER,  
THE TOWNSHIP OF PUTNAM**

**and**

**THE MULTI LAKES WATER AND SEWER AUTHORITY**

**WASTEWATER TREATMENT PLANT IMPROVEMENTS**

**WASHTENAW COUNTY, MICHIGAN**

**DATED AS OF DECEMBER 1, 2005**

## CONTRACT

THIS CONTRACT (the "Contract") is dated as of December 1, 2005, by and among the COUNTY OF WASHTENAW, a Michigan county (the "County"), the TOWNSHIP OF DEXTER ("Dexter"), a Township located in the County of Washtenaw, the TOWNSHIP OF PUTNAM ("Putnam") a township located in the County Livingston and the TOWNSHIP OF LYNDON ("Lyndon"), a Township located in the County of Washtenaw (together the "Townships") and the MULTI LAKES WATER AND SEWER AUTHORITY, a utility authority located in the County of Washtenaw, created pursuant to Act No. 233 of the Public Acts of Michigan of 1955, as amended (the "Authority").

### W I T N E S E T H:

WHEREAS, the County has approved the construction of the Wastewater Treatment Plant Improvements (the "Project") pursuant to Act No. 185, Public Acts of Michigan, 1957, as amended ("Act 185"), to provide for improvements to the sanitary sewer system serving the Townships; 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, the Townships, and the Authority 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 Townships and the Authority 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 Townships 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 Townships and thus to promote the health and welfare of the residents of the Townships, 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 Townships and the Authority 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

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

1. Approval of Project. The County, the Townships and the Authority approve and agree to the acquisition, construction and financing of the Project under and pursuant to Act 185. The parties approve the designation of "Wastewater Treatment Plant Improvements" as the name of the Project. The Townships, 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 Townships, and to the use by the County of the streets, highways, alleys, lands, rights-of-way or other public places in the Townships for the purpose and facilities of the Project and any improvements, enlargement or extension of it. The Townships 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 Townships and the Authority further agree that they 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 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 Authority 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, \$3,500,000, and the period of usefulness of the Project, in excess of 25 years, are likewise approved and adopted.

3. Issuance of Bonds after Construction Bids are Received. After construction bids have been received, 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 Townships and the Authority to the County as provided in this Contract, shall be secured by the full faith and credit and limited taxing power of the Townships 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. The Authority has no taxing power.

4. Construction Operation and Maintenance.

(a) 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.

(b) Once the project is certified by the consulting Engineers as completed it will be operated and maintained for the Townships by the Authority. All of the Townships will be represented on the Authority.

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 Authority 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 Townships and the Authority to the County in the manner hereinafter provided; provided, further, that the adoption of such approving resolution by the governing body of the Townships or the Authority 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.

6. Payments by Townships and Authority. The Cost of the Project will be defrayed by the issuance of Bonds as provided in paragraphs 3 and 5 above. The Townships and Authority covenant and agree 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 Townships and Authority shall make their payments in proportion to their share of the overall project as follows:

The Township of Dexter	57.30%
The Township of Lyndon	14.00%
The Township of Putnam	11.35%
The Multi Lakes Water and Sewer Authority	17.35%

The DPW shall, within 30 days after delivery of the Bonds, supply the Authority and the Townships 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, advise the Authority and the Treasurer of the Townships of the amount payable to the County on such date. It is agreed that the Authority shall establish rates and fees and collect revenues that are adequate and necessary for the payment of Bond Service Charges and the Authority shall be responsible for making payments to the County. If the Authority should fail to make any payment it shall become the responsibility of the Townships to make the required payment. If the Authority 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 Authority or the Townships from the obligation to make payment when due. Payments shall be made by the Authority 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. Each of the Townships shall only be liable for its percentage of the payments specified in this paragraph.

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 Townships shall reimburse the County for such amounts. Should the Treasury attempt to collect any amounts, the Townships shall be consulted and shall have the right to contest any claim made by the Treasury.

7. Advance Payments. If the Townships or the Authority pay the Cost of the Project or any portion of it prior to the issuance of the Bonds, then the obligations of the Townships shall be adjusted accordingly. The Townships or the Authority 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 Authority, 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 Townships and the Authority, (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 Townships and the Authority with respect to such Bonds or maturities shall be reduced accordingly.

9. Full Faith and Credit. The Townships, pursuant to the authorization of Section 12(2) of Act 185, hereby pledge its full faith and credit for the prompt and timely payment of its obligations expressed in this Contract. Each year the Townships 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 Townships 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 Townships shall be subject to the applicable statutory and constitutional tax limitations. The Authority has no taxing power.

10. Failure to Pay; Remedies. In the event that the Townships or the Authority fail 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 Townships and the Authority to make payments to the County under this Contract.

11. Change in Townships. No change in the jurisdiction over territory in the Townships shall in any manner impair the obligations of this Contract. In the event all or any part of the territory of the Townships 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 Townships 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 Townships and the Authority 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. Refunding and Advance Refunding. The Bonds may be refunded in the event it appears advantageous in the opinion of a majority of the Township's determined by a percentage of the Township's obligation after consultation with the County to issue bonds to refund any series of bonds issued by the County pursuant to this Contract (including advance refunding bonds) and the Townships consent to such refunding.

13. Ownership of Project.

(a) The County hereby leases the Project to the Townships and the Townships 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 Townships shall be responsible for the operation, maintenance and administration of the Project which has currently been assigned to the Authority. 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 Townships as provided in paragraph 13(c) below.

(b) So long as not in default hereunder, the Townships, through the Authority, 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 Townships shall have the exclusive right to determine how the funds derived from the collection of such rates and charges shall be expended. The Townships 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 which involves a failure to make payments to the County due under the Contract by the Townships, after thirty (30) days written notice to the Townships, 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 (1) the facilities acquired by the Project (the "Sanitary Sewer System") within the Townships.

(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 Townships.

(d) The parties agree that the Project shall be acquired, constructed, operated, maintained and administered for the sole use and benefit of the Townships and its various sanitary sewer system users, and the Townships 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 Townships 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

(e) After retirement of the Bonds, and after the Townships' obligations under this Contract to the County are satisfied, the legal title to the Project shall be transferred to the Townships in accordance with their ownership interests as set forth in paragraph 6a.

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 Townships and the Authority 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 Townships and the Authority and shall retain legal counsel agreeable to the County, the Townships, and the Authority to represent the County. If the County, the Townships, and the Authority cannot agree as to such representation within a reasonable time, the DPW shall exercise its discretion as to the retention of such counsel.

15. Townships and Authority Indemnification. The parties hereto hereby expressly agree that the County shall not be liable for and the Townships and the Authority 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 Townships and the Authority 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 Townships and the Authority 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 Townships and the Authority 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, the Townships, and the Authority 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 Townships 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 Townships, the Authority 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 Townships to the fund earning the same.

20. Undertaking to Provide Continuing Disclosure. The County, the Townships, and the Authority 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, the Townships, and the Authority 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, the Townships Treasurer or Clerk, the Chairperson or Secretary of the Authority; or other officer of the County, or the Townships or the Authority 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 Townships' Undertaking.

21. Miscellaneous.

a. Effective Date. This Contract shall become effective after approval by the legislative bodies of the Townships, the Authority 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 Townships. The County shall take any and all necessary actions to fully transfer ownership of the Project to the Townships, at no cost to the Townships, 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, the Townships and the Authority 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.

TOWNSHIP OF DEXTER

COUNTY OF WASHTENAW

By Its Board of Public Works

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

By: \_\_\_\_\_  
Its: Supervisor

Its: Chairman

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

By: \_\_\_\_\_  
Its: Clerk

Its: Secretary

TOWNSHIP OF LYNDON

TOWNSHIP OF PUTNAM

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

Its: Supervisor

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

Its: Supervisor

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

Its: Clerk

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

Its: Clerk

MULTI LAKES WATER AND SEWER AUTHORITY

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

Its: Chairperson

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

Its: Secretary

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## APPENDIX A

### PROJECT DESCRIPTION

The Project will expand the Multi-Lakes Wastewater Treatment Facility to provide for a capacity equivalent to 2,000 Residential Equivalent Units (REU's) with a design flow of 400,000 gallons per day and an expected waste strength of 350 mg/l Biochemical Oxygen Demand, 300 mg/l Suspended Solids, 45 mg/l Total Nitrogen with an influent temperature of 8 degrees Celsius.

The Project will include the construction of 2 new oxidation ditches with de-nitrification capability and conversion of 2 existing sequential batch reactors to aerobic sludge digesters and storage. Treatment plant screening will be improved by addition of a microstrainer on the influent. Effluent distribution to the seepage beds will be improved by installation of an effluent pumping and irrigation system.

The estimated cost for the Project is:

Construction	\$2,700,000
Engineering	393,000
Issuance Costs	106,000
Contingencies	<u>301,000</u>
Total Estimated Cost	\$3,500,000

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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]  
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A RESOLUTION RATIFYING THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE GRANT APPLICATION TO THE NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION FOR EXPANSION OF THE WASHTENAW COUNTY CASA PROGRAM IN THE AMOUNT OF \$39,348 FOR THE PERIOD OF JULY 1, 2006 TO JUNE 30, 2007

WASHTENAW COUNTY BOARD OF COMMISSIONERS

APRIL 5, 2006

WHEREAS, the Washtenaw County Trial Court has submitted a grant application to the National Court Appointed Special Advocate Association (National CASA) in the amount of \$39,348 for the period of July 1, 2006 to June 30, 2007; and

WHEREAS, this funding will be used to expand the Washtenaw County CASA Program; and

WHEREAS, the Washtenaw County CASA Program was established in 1987; and

WHEREAS, the Washtenaw County CASA Program provides trained community volunteers to advocate for neglected and abused children who are subjects of civil child abuse proceedings; and

WHEREAS, in 2005, 286 children were involved in the juvenile court for neglect and abuse, the CASA program served 35 children, leaving 251 Washtenaw County children without a CASA volunteer; and

WHEREAS, the Washtenaw County CASA Program has doubled in size during the past year and requires additional staff to expand further; 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 County Administrator on the application with the National Court Appointed Special Advocate Association in the amount of \$39,348 for the period of July 1, 2006 to June 30, 2007, 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 County 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 in conformity with the application/award upon review of Corporation Counsel, to be filed with the County Clerk
4. Authorizing the following personnel changes:

<u>Position #</u>	<u>Position Title</u>	<u>Grade</u>	<u>Group</u>	<u>Create</u>
1972-0001*	CASA Volunteer Leader	19	14	.50
2442-0001**	CASA Coordinator	24	14	.20

\*This is a grant status position. Occupant will have no bumping rights when grant funding ends.



Washtenaw County Trial Court – Family Division  
National CASA Expansion Grant  
July 1, 2006 – June 30, 2007  
2991061800

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Variance</u>
<u>Revenue:</u>			
50000 Federal Revenue	\$0	\$39,348	\$39,348
<u>Expenditures:</u>			
70050 Personal Services	\$0	\$39,348	\$39,348
	Indirect Costs = \$0		

# Washtenaw County

## JOB DESCRIPTION

Job Code: 1972  
Employee Group: 14  
Authorization: 06-  
Court Agreement: 04-0016

**CLASS TITLE:** CASA Volunteer Leader  
**DEPARTMENT:** Family Division – Juvenile Center  
**FLSA STATUS:** Exempt

### **JOB SUMMARY:**

Under the supervision of a higher classified employee, the CASA Volunteer Leader provides professional staff support to CASA volunteers ensuring that children involved with the CASA program receive sound advocacy and early permanency planning. Key responsibilities include, but are not limited to, volunteer recruitment, training, and supervision; coordination of cases; and community and public relations.

### **EXAMPLES OF DUTIES**

#### **Essential Duties:**

- Assists in developing and implementing goals, objectives, policies, procedures and work standards for the Washtenaw County CASA program.
- Prepares a variety of technical, statistical, narrative reports, correspondence, project forms, project policies and procedures, and other written materials.

#### **Volunteer Management:**

- Assist in recruiting, screening, interviewing and training new volunteers.
- Review new cases and assign appropriate volunteers in consultation with the CASA Coordinator.
- Prepare and distribute assignment documentation.
- Help volunteers develop initial case plans and on-going strategies for advocacy.
- Review and distribute volunteer court reports.
- Attend court hearings when possible and track court dates.
- Provide assistance and consultation to volunteers as needed and when requested.
- Maintain volunteer/case statistics and volunteer/case files, including monthly volunteer activity reports.
- Conduct volunteer evaluations.

### **CASA VOLUNTEER LEADER**

## Page Two

- Conduct in-service trainings for volunteers in cooperation with CASA Coordinator.
- Assist in volunteer appreciation events.
- Attend conferences/seminars/meetings as requested by Supervisor.
- Attend staff meetings and assist with ongoing evaluation of CASA Program.
- Maintain tracking systems for both volunteer and caseload files.
- Develop and maintain relationships with all appropriate groups, agencies, and organizations, and any and all other child advocacy agencies and community service organizations.
- Be available for public speaking engagements.

### **Important Duties:**

- Uses standard office equipment in the course of the work; use of a personal vehicle in the course of the work.
- Performance of job duties will be required outside of normal working hours.
- Performs other related duties as assigned.

The above statements are intended to describe the general nature and level of work being performed by employees assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

### **Knowledge and Skills in:**

- Applicable federal, state and local laws; National CASA and Michigan CASA standards.
- Community resources available to youth, families, and individuals.
- Using sound independent judgment within established policy and procedural guidelines.
- The ability to communicate with, supervise and empower volunteers to be effective in their roles. Experience with volunteers given preference.
- The ability to work cooperatively with different types of personalities.
- Knowledge and understanding of issues and dynamics within families in crisis relating to child abuse and neglect given preference.
- Knowledge and understanding of volunteer management, program development, and program evaluation.

### **CASA VOLUNTEER LEADER**

## **Page Three**

- Commitment to CASA's goals and mission.
- Time management and organization.
- Effective oral communication with a variety of audiences; public speaking.
  
- Organizing and maintaining accurate records and files.
- Technology: word processing, Excel, Access, PowerPoint, desktop publishing, email, research on internet, and standard office equipment.
- Ability to independently initiate new tasks related to the job.

### **LICENSES AND CERTIFICATIONS**

Possession of a valid Michigan driver's license required.

### **PHYSICAL DEMANDS**

Duties require sufficient mobility to work in a normal office setting and use standard office equipment including a computer, vision to read printed materials and a VDT screen and hearing and speech sufficient to communicate in person or over the telephone.

These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

### **EDUCATION**

Bachelor's degree in social work, psychology or related social service field. Previous experience working with volunteers and knowledge and understanding of child abuse and neglect, families in crisis, and other social service skills are preferred.

### **EXPERIENCE**

Three years related experience in administration of volunteers, non-profit, or public service organization preferred. Six month probationary period.

This class description intends to identify the major duties and requirements of the job and should not be interpreted as all inclusive. Incumbents may be requested to perform job-related duties other than those outlined above and may be required to have specific job-related knowledge for successful job performance.

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN THE ETCS WORKFORCE INVESTMENT ACT STATEWIDE ACTIVITIES SOUTHEAST MICHIGAN HOSPITALITY AND TOURISM GRANT AGREEMENT FROM THE MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC GROWTH IN THE AMOUNT OF \$20,000, FOR THE PERIOD OF APRIL 1, 2006 THROUGH JUNE 30, 2006; APPROVING THE BUDGET; AUTHORIZING THE ADMINISTRATOR TO SIGN DELEGATE CONTRACTS

WASHTENAW COUNTY BOARD OF COMMISSIONERS

April 5, 2006

WHEREAS, ETCS serves employers and job seekers under State direction, through grants to local Michigan Works! Agencies, administered locally by the Washtenaw County Workforce Development Board; and

WHEREAS, the Michigan Department of Labor and Economic Growth (MDLEG) has identified \$20,000 in Workforce Investment Act statewide activities funding to be used as a planning grant for the Southeast Michigan Hospitality and Tourism Regional Skills Alliance; and

WHEREAS, this program will help businesses and workers in Michigan improve their competitiveness and economic security; and

WHEREAS, MDLEG staff was duly impressed with the training, partnership and efforts demonstrated by the work exhibited through the work of the Southeast Michigan Works Agencies (better known as SEMWAC) during the Super Bowl XL activities preparation including Super City Ann Arbor; and

WHEREAS, the feedback from area hoteliers, restaurants, transportation companies, and the area Convention and Visitor Bureaus was tremendous; and

WHEREAS, the Michigan Department of Labor and Economic Growth has identified the Washtenaw County Michigan Works! Agency (ETCS) to serve as the applicant, convener and fiscal agent for the Southeast Michigan Hospitality and Tourism RSA; 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 authorizes the County Administrator to sign the Workforce Investment Act Statewide Activities MiRSA– Southeast Michigan Hospitality and Tourism Grant Agreement received from the Michigan Department of Labor and Economic Growth in the amount of \$20,000, for the period of April 1, 2006 through June 30, 2006;



Washtenaw County ETCS  
Fund #2320 - WIA Statewide - Regional Skills Alliance  
4/1/06 to 6/30/06

**Revenues**

50000

Federal Revenue

\$ 20,000

**Expenditures**

80000

Other Services & Charges

\$ 20,000

RESOLUTION TO BORROW AGAINST  
ANTICIPATED DELINQUENT 2005 REAL PROPERTY TAXES

At a regular meeting of the Board of Commissioners of the County of Washtenaw, State of Michigan, held at Ann Arbor, Michigan, on the 5th day of April, 2006.

PRESENT: Comm. Bergman, Brackenbury, Gunn, Irwin, Kern, Ouimet, Peterson, Prater, Sizemore, Smith and Solowczuk

ABSENT: None

Comm. Gunn offered the following resolution and moved its adoption. The motion was seconded by Comm. Solowczuk.

WHEREAS, the Board of Commissioners of the County of Washtenaw (the "County") has heretofore adopted a resolution establishing the Washtenaw County Delinquent Tax Revolving Fund (the "Fund") pursuant to Section 87b of Act No. 206, Public Acts of Michigan, 1893, as amended ("Act 206"); and

WHEREAS, the purpose of the Fund is to allow the Washtenaw County Treasurer (the "County Treasurer") to pay from the Fund any or all delinquent real property taxes that are due and payable to the County and any school district, intermediate school district, community college district, city, township, special assessment district, the State of Michigan or any other political unit for which delinquent tax payments are due; and

WHEREAS, it is hereby determined to be necessary for the County to borrow money and issue its notes for the purposes authorized by Act 206, particularly Sections 87c, 87d and 87g thereof; and

WHEREAS, it is estimated that the total amount of unpaid 2005 delinquent real property taxes (the "delinquent taxes") outstanding on March 1, 2006, will be approximately \$20,000,000, exclusive of interest, fees and penalties.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Washtenaw, State of Michigan, as follows:

#### Authorization of Borrowing

Pursuant to and in accordance with the provisions of Act 206, Public Acts of Michigan, 1893, as amended, and especially Sections 87c, 87d and 87g thereof, the County shall borrow the sum of not to exceed twenty-five million Dollars (\$25,000,000) and issue its notes (the "notes") therefore for the purpose of continuing the Fund for the 2005 tax year. The exact amount to be borrowed shall not exceed the amount of delinquent taxes outstanding on March 1, 2006, exclusive of interest, fees and penalties. The County Treasurer shall designate the exact amount to be borrowed after the amount of the 2005 delinquent taxes outstanding on March 1, 2006, or the portion of the 2005 delinquent taxes against which the County shall borrow, has been determined.

#### Note Details

Pursuant to provisions of applicable law and an order of the County Treasurer, which order is hereby authorized, the notes may be issued in one or more

series; shall be known as "General Obligation Limited Tax Notes, Series 2006"; shall be in fully registered form in denominations not exceeding the aggregate principal amounts for each maturity of the notes; shall be sold for not less than 98% of the face amount of the notes; shall bear interest at fixed or variable rates not to exceed the maximum interest rate permitted by applicable law; shall be dated, payable as to interest and in principal amounts, be subject to redemption in whole or in part prior to maturity, including any redemption premiums, and be subject to renewal, at such times and in such amounts, all as shall be designated in the order of the County Treasurer. Notes or portions of notes called for redemption shall not bear interest after the redemption date, provided funds are on hand with the note registrar and paying agent to redeem the same. Notice of redemption shall be given in the manner prescribed by the County Treasurer. If any notes of any series are to bear interest at a variable rate or rates, the County Treasurer is hereby further authorized to establish by order, and in accordance with law, a means by which interest on such notes may be set, reset or calculated prior to maturity, provided that such rate or rates shall at no time be in excess of the maximum interest rate permitted by applicable law. Such rates may be established by reference to the minimum rate that would be necessary to sell the notes at par; by a formula that is determined with respect to an index or indices of municipal obligations, reported prices or yields on obligations of the United States or the prime rate or rates of a bank or banks selected by the County Treasurer; or by any other method selected by the County Treasurer.

#### Payment of Principal and Interest

The principal of and interest on the notes shall be payable in lawful money of the United States from such funds and accounts as provided herein. Principal shall be payable upon presentation and surrender of the notes to the note

registrar and paying agent when and as the same shall become due, whether at maturity or earlier redemption. Interest shall be paid to the owner shown as the registered owner on the registration books at the close of business on such date prior to the date such interest payment is due, as is provided in the order of the County Treasurer. Interest on the notes shall be paid when due by check or draft drawn upon and mailed by the note registrar and paying agent to the registered owner at the registered address.

#### Note Registrar and Paying Agent

The County Treasurer shall designate, and may enter into an agreement with, a note registrar and paying agent for each series of notes that shall be the County Treasurer or a bank or trust company that is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The County Treasurer may from time to time designate a similarly qualified successor note registrar and paying agent.

#### Disposition of Note Proceeds

The proceeds of the sale of the notes shall be deposited into a separate account in the Fund (the "2006 Account") and shall be used to continue the Fund. The County Treasurer shall pay therefrom and from unpledged funds in the Fund, uncommitted funds in the County General Fund and/or any other legally available funds, if the notes are sold at a discount, the full amount of the delinquent tax roll against which the County has borrowed, delivered as uncollected by any tax collector in the County and that is outstanding and unpaid on or after March 1, 2006, in accordance with the provisions of Act 206.

### 2006 Collection Account

There is hereby established as part of the Fund an account (hereby designated the "2006 Collection Account") into which account the County Treasurer shall place delinquent taxes against which the County has borrowed, and interest thereon, collected on and after March 1, 2006, all County property tax administration fees on such delinquent taxes, after expenses of issuance of the notes have been paid, and any amounts received by the County Treasurer from the County and any taxing unit within the County, because of the uncollectibility of such delinquent taxes. The foregoing are hereby established as funds pledged to note repayment.

### Note Reserve Fund

There is hereby authorized to be established by the County Treasurer a note reserve fund for the notes (the "2006 Note Reserve Fund") if the County Treasurer deems it to be reasonably required as a reserve and advisable in selling the notes at public or private sale. The County Treasurer is authorized to deposit in the 2006 Note Reserve Fund from proceeds of the sale of the notes, unpledged moneys in the Fund, uncommitted funds in the County General Fund and/or any other legally available funds, an amount not exceeding ten percent (10%) of the face amount of the notes.

### Security for Payment of Notes

All of the moneys in the 2006 Collection Account and the 2006 Note Reserve Fund, if established, and all interest earned thereon, are hereby pledged equally and ratably as to each series to the payment of the principal of and interest on the notes and shall be used solely for that purpose until such principal and interest have been paid in full. When moneys in the 2006 Note Reserve Fund, if established,

are sufficient to pay the outstanding principal of the notes and the interest accrued thereon, such moneys may be used to retire the notes.

#### Additional Security

Each series of notes, in addition, shall be a general obligation of the County, secured by its full faith and credit, which shall include the County's limited tax obligation, within applicable constitutional and statutory limits, and its general funds. The County budget shall provide that if the pledged delinquent taxes and any other pledged amounts are not collected in sufficient amounts to meet the payments of principal and interest due on each series of notes, the County, before paying any other budgeted amounts, will promptly advance from its general funds sufficient moneys to pay that principal and interest. The County shall not have the power to impose taxes for payment of the notes in excess of constitutional or statutory limitations. If moneys in the 2006 Collection Account and the 2006 Note Reserve Fund, if established, are not sufficient to pay the principal of and interest on the notes, when due, the County shall pay the same in accordance with this section, and may thereafter reimburse itself from the delinquent taxes collected.

#### Release of Pledge of 2006 Collection Account

Upon the investment of moneys in the 2006 Collection Account in direct non-callable obligations of the United States of America in amounts and with maturities that are sufficient to pay in full the principal of and interest on the notes when due, any moneys in the 2006 Collection Account thereafter remaining may be released from such pledge created pursuant to Section 8 hereof and may be used to pay any or all delinquent real property taxes that are due the County and any school district, intermediate school district, community college district, city, township, special

assessment district, the State of Michigan or any other political unit to which delinquent tax payments are due for any other year or for any other purpose permitted by law.

### Sale of Notes

The County Treasurer is hereby authorized to offer the notes at public or private sale as determined by order of the County Treasurer and to do all things necessary to effectuate the sale, delivery, transfer and exchange of the notes in accordance with the provisions of this resolution. Notes of one series may be offered for sale and sold separately from notes of another series. If the notes are to be sold publicly, sealed proposals for the purchase of the notes shall be received by the County Treasurer for such public sale to be held at such time as shall be determined by the County Treasurer and notice thereof shall be published in accordance with law, once in *The Bond Buyer* or the *Detroit Legal News*, both of which are hereby designated as being a publication printed in the English language and circulated in this State that carries as a part of its regular service, notices of sale of municipal bonds. Such notice shall be in the form prescribed by the County Treasurer.

The County Treasurer is hereby authorized to cause the preparation of an official statement for the notes for the purpose of enabling compliance with SEC Rule 15c2-12 (the "Rule") and to do all other things necessary to enable compliance with the Rule. After the award of the notes, the County will provide copies of a final official statement (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the successful bidder or bidders to enable such successful bidder or bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

### Continuing Disclosure

The County Treasurer is hereby authorized to execute and deliver in the name and on behalf of the County (i) a certificate of the County to comply with the requirements for a continuing disclosure undertaking of the County pursuant to subsection (b)(5) or (d)(2) of the Rule, as applicable, and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.

### Execution and Delivery of Notes

The County Treasurer is hereby authorized and directed to execute the notes for the County by manual or facsimile signature and the County Treasurer shall cause the County seal or a facsimile thereof to be impressed or imprinted on the notes. Unless the County Treasurer shall specify otherwise in writing, fully registered notes shall be authenticated by the manual signature of the note registrar and paying agent. After the notes have been executed and authenticated, if applicable, for delivery to the original purchaser thereof, the County Treasurer shall deliver the notes to the purchaser or purchasers thereof upon receipt of the purchase price. Additional notes bearing the manual or facsimile signature of the County Treasurer and upon which the seal of the County or a facsimile thereof is impressed or imprinted may be delivered to the note registrar and paying agent for authentication, if applicable, and delivery in connection with the exchange or transfer of fully registered notes. The

note registrar and paying agent shall indicate on each note that it authenticates the date of its authentication. The financial advisor for the notes shall be Municipal Financial Consultants Incorporated. The notes shall be delivered with the approving legal opinion of Dickinson Wright PLLC, attorneys of Detroit, Michigan.

#### Exchange and Transfer of Fully Registered Notes

Any fully registered note, upon surrender thereof to the note registrar and paying agent with a written instrument of transfer satisfactory to the note registrar and paying agent duly executed by the registered owner or his or her duly authorized attorney, at the option of the registered owner thereof, may be exchanged for notes of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered note.

Each note shall be transferable only upon the books of the County, which shall be kept for that purpose by the note registrar and paying agent, upon surrender of such note together with a written instrument of transfer satisfactory to the note registrar and paying agent duly executed by the registered owner or his or her duly authorized attorney.

Upon the exchange or transfer of any note, the note registrar and paying agent on behalf of the County shall cancel the surrendered note and shall authenticate, if applicable, and deliver to the transferee a new note or notes of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered note. If, at the time the note registrar and paying agent authenticates, if applicable, and delivers a new note pursuant to this section, payment of interest on the notes is in default, the note

registrar and paying agent shall endorse upon the new note the following: "Payment of interest on this note is in default. The last date to which interest has been paid is [place date]."

The County and the note registrar and paying agent may deem and treat the person in whose name any note shall be registered upon the books of the County as the absolute owner of such note, whether such note shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such note and for all other purposes, and all payments made to any such registered owner, or upon his or her order, in accordance with the provisions of Section 3 hereof shall be valid and effectual to satisfy and discharge the liability upon such note to the extent of the sum or sums so paid, and neither the County nor the note registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the note registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of notes, the County or the note registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The note registrar and paying agent shall not be required to transfer or exchange notes or portions of notes that have been selected for redemption.

### Book Entry System

At the option of the County Treasurer and notwithstanding any provisions of this resolution to the contrary, the County Treasurer is hereby authorized to enter into an agreement with a custodian or trustee for the purpose of establishing a "book entry" system for registration of notes to be fully registered. Pursuant to provisions of such agreement, the notes may be registered in the name of the custodian or trustee for the benefit of other persons or entities. Such agreement shall provide for the keeping of accurate records and prompt transfer of funds by the custodian or trustee on behalf of such persons or entities. The agreement may provide for the issuance by the custodian or trustee of certificates evidencing beneficial ownership of the notes by such persons or entities. For the purpose of payment of the principal of and interest on the notes, the County may deem payment of such principal and interest, whether overdue or not, to the custodian or trustee as payment to the absolute owner of such note. Pursuant to provisions of such agreement, the book entry system for the notes may be used for registration of all or a portion of the notes and such system may be discontinued at any time by the County. The note registrar and paying agent for the notes may act as custodian or trustee for such purposes.

### Issuance Expenses

Expenses incurred in connection with the issuance of the notes, including without limitation any premiums for any insurance obtained for the notes, note rating agency fees, travel and printing expenses, fees for agreements for lines of credit, letters of credit, commitments to purchase the notes, remarketing agreements, reimbursement agreements, purchase or sales agreements or commitments, or agreements to provide security to assure timely payment of the notes, fees for the

setting of interest rates on the notes and bond counsel, financial advisor, paying agent and registrar fees, all of which are hereby authorized, shall be paid by the County Treasurer from County property tax administration fees on the delinquent taxes, from any other moneys in the Fund not pledged to the repayment of notes and general funds of the County that are hereby authorized to be expended for that purpose.

#### Replacement of Notes

Upon receipt by the County Treasurer of satisfactory evidence that any outstanding note has been mutilated, destroyed, lost or stolen, and of security or indemnity complying with applicable law and satisfactory to the County Treasurer, the County Treasurer may execute or authorize the imprinting of the County Treasurer's facsimile signature thereon and thereupon, and if applicable, a note registrar or paying agent shall authenticate and the County shall deliver a new note of like tenor as the note mutilated, destroyed, lost or stolen. Such new note shall be issued and delivered in exchange and substitution for, and upon surrender and cancellation of, the mutilated note or in lieu of and in substitution for the note so destroyed, lost or stolen in compliance with applicable law. For the replacement of authenticated notes, the note registrar and paying agent shall, for each new note authenticated and delivered as provided above, require the payment of expenses, including counsel fees, which may be incurred by the note registrar and paying agent and the County in the premises. Any note issued under the provisions of this section in lieu of any note alleged to be destroyed, lost or stolen shall be on an equal basis with the note in substitution for which such note was issued.

### Issuance of Refunding Notes

The County shall refund all or part of the notes authorized hereunder and/or notes previously issued by the County to continue the Fund for prior tax years if and as authorized by order of the County Treasurer through the issuance of refunding notes (the "Refunding Notes") in an amount to be determined by order of the County Treasurer. Proceeds of the Refunding Notes may be used to redeem such notes and to pay issuance expenses of the Refunding Notes as authorized and described in Section 16 hereof. The County Treasurer shall have all the authority with respect to the Refunding Notes as is granted to the County Treasurer with respect to the notes by the other Sections hereof, including the authority to select a note registrar and paying agent, to apply to the Michigan Department of Treasury for approval to issue the Refunding Notes, if necessary, to cause the preparation of an official statement and to do all other things necessary to sell, execute and deliver the Refunding Notes. The Refunding Notes shall contain the provisions, shall be payable as to principal and interest and shall be secured as set forth herein and as further ordered by the County Treasurer. The Refunding Notes may be sold as a separate issue or may be combined in a single issue with other obligations of the County issued pursuant to the provisions of Act 206 as shall be determined by the County Treasurer. The County Treasurer is authorized to prescribe the form of Refunding Note and the form of notice of sale, if any, for the sale of Refunding Notes.

Form of Notes

The notes shall be in the form approved by the County Treasurer, which approval shall be evidenced by the County Treasurer's execution thereof.

After discussion, the vote was:

YEAS: Comm. Bergman, Brackenbury, Gunn, Irwin, Kern, Ouimet, Peterson, Prater, Sizemore, Smith and Solowczuk

NAYS: None

ABSENT: None

A sufficient majority having voted therefore, the Resolution to Borrow Against Anticipated Delinquent 2005 Real Property Taxes was adopted.

STATE OF MICHIGAN        )  
  )ss  
COUNTY OF WASHTENAW    )

I, the undersigned, the duly qualified and acting Clerk of the County of Washtenaw, State of Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a regular meeting of the Board of Commissioners of said County, held on the 5th day of April, 2006, insofar as the same relate to the Resolution to Borrow Against Anticipated Delinquent 2005 Real Property Taxes, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

\_\_\_\_\_  
Clerk, County of Washtenaw

A RESOLUTION AUTHORIZING THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON THE SUPPLEMENTAL 2004 HOMELAND SECURITY GRANT PROGRAM AGREEMENT WITH THE MICHIGAN DEPARTMENT OF STATE POLICE EMERGENCY MANAGEMENT AND HOMELAND SECURITY DIVISION FOR THE PERIOD OF APRIL 1, 2006 THROUGH AUGUST 31, 2006 FOR \$22,000; AMENDING THE BUDGET; AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN DELEGATE CONTRACTS WITH THE STATE OF MICHIGAN

WASHTENAW COUNTY BOARD OF COMMISSIONERS

APRIL 5, 2006

WHEREAS, Washtenaw County has received Federal pass-through funds supporting Emergency Management operations since 1979; and

WHEREAS, these funds are currently budgeted by the United States Department of Homeland Security and are passed through the states to local jurisdictions meeting strict capability requirements in the areas of emergency preparedness, planning, response and disaster recovery; and

WHEREAS, Washtenaw County has received \$1,685,565 in homeland security grant funds for Weapons of Mass Destruction ("WMD") response equipment, public safety training, enhanced emergency planning and coordination, and disaster exercise operations between January 2002 and January 2006; and

WHEREAS, the Board of Commissioners adopted Resolution #05-0147 on September 7, 2005 which authorized an additional homeland security grant award of \$1,419,775 through January 31, 2007 to continue these preparedness and response initiatives in close coordination with the guidelines established by the Washtenaw County Homeland Security Task Force; and

WHEREAS, this financial support has helped Washtenaw County to drastically increase our overall level of WMD preparedness and response capability, especially in the area of chemical attack and biological terrorism; and

WHEREAS, an additional grant was created by the State of Michigan to spend-down 2004 grant funds that were unutilized by other jurisdictions; and

WHEREAS, this new grant program allows applicants to purchase additional interoperable communications equipment that can help jurisdictions to coordinate with other local, state and federal agencies during a crisis; and

WHEREAS, this grant would allow Emergency Management to purchase additional interoperable 800 MHz communications equipment for use in the Emergency Operations Center in order to coordinate with local, state, or federal agencies utilizing

the Michigan Public Safety Communications System; and

WHEREAS, this grant provides for a 100% reimbursement of eligible expenses as defined in the grant agreement; and

WHEREAS, this matter has been reviewed by Corporation Counsel, Human Resources, 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 County Administrator to sign the Supplemental 2004 Homeland Security Grant Program Grant Agreement with the Michigan State Police Emergency Management and Homeland Security Division for the period of April 1, 2006 through August 31, 2006 for \$22,000.

BE IT FURTHER RESOLVED that the Board of Commissioners amends the budget as attached hereto and made a part hereof.

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. Approving the budget as attached hereto and made a part thereof
3. Authorizing the Administrator to sign delegate contracts upon the review and approval of Corporation Counsel to be filed with the County Clerk's Office.

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      11   0   0

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 April 5<sup>th</sup>, 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 5<sup>th</sup> day of April, 2006.

**LAWRENCE KESTENBAUM, Clerk/Register**

BY: \_\_\_\_\_ Deputy Clerk



**Res. No. 06-0068**

Emergency Management  
2004 Homeland Security Supplemental - Interoperable Communications  
Grant  
1950045610

		<u>Current Budget</u>	<u>Revised Budget</u>	<u>Variance</u>
Revenue:				
	50000 Federal Revenue	\$0	\$22,000	\$22,000
Expenditures:				
	95000 Capital Outlay	\$0	\$22,000	\$22,000

Indirect Costs = \$0

A RESOLUTION AUTHORIZING PAYMENT OF CLAIMS COMMENCING WITH THE LAST PREVIOUSLY APPROVED CLAIM AND CONTINUING THROUGH THE DATE OF MARCH 24, 2006

WASHTENAW COUNTY BOARD OF COMMISSIONERS

March 24, 2006

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 March 24, 2006, 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 March 24, 2006, inclusive, as listed in the statement of claims as attached hereto and made a part hereof.

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      11   0   0

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 April 5<sup>th</sup>, 2006, as it appears of record in my office.

COUNTY OF WASHTENAW)<sup>SS.</sup>

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 5<sup>th</sup> day of April, 2006.

**LAWRENCE KESTENBAUM, Clerk/Register**

BY: \_\_\_\_\_  
Deputy Clerk



**Res. No. 06-0069**

A RESOLUTION AUTHORIZING THE CHAIR OF THE WASHTENAW COUNTY BOARD OF COMMISSIONERS TO SIGN AN AMENDMENT TO THE "AGREEMENT CREATING A HAZARDOUS MATERIALS RESPONSE AUTHORITY FOR WASHTENAW COUNTY AND ADJACENT COMMUNITIES" TO EXTEND THE AGREEMENT FOR AN ADDITIONAL TEN (10) YEARS, EXPIRING ON MAY 10, 2016

WASHTENAW COUNTY BOARD OF COMMISSIONERS

April 5, 2006

WHEREAS, on August 7, 1996 the Washtenaw County Board of Commissioners approved Resolution # 96-0157 authorizing the Chair of the Board to sign an Inter-local Agreement pursuant to the Urban Cooperation Act (MCLA 124.501 et seq) to create a new legal entity known as the Washtenaw County Hazardous Material Response Authority ("Hazmat Authority"); and

WHEREAS, the City of Ann Arbor, City of Ypsilanti, Charter Township of Ypsilanti and Pittsfield Charter Township also approved the Inter-local Agreement to create the Hazmat Authority; and

WHEREAS, the Hazmat Authority recruited members from various fire departments within the County to serve on a Hazmat Team to respond to hazardous material incidents; and

WHEREAS, by December 1999, the Hazmat Team was capable of responding to hazardous materials incidents on a 24-hour basis; and

WHEREAS, the Hazmat Team has grown from 38 members to 45 highly trained members and has successfully responded to 58 chemical emergencies over the past five years; and

WHEREAS, the 1996 Inter-local Agreement provided that the Agreement would be for a ten (10) year term; and

WHEREAS, each of the five governmental entities that created the Hazmat Authority and Team now desire to extend this Agreement by an additional ten (10) years to May 10, 2016; and

WHEREAS, pursuant to Section 8.7 of the Inter-local Agreement, the parties may amend the terms of the Agreement by written agreement signed by the governing boards of the respective entities;

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners authorizes the Chair of the Board to sign the attached amendment to the "Agreement Creating A Hazardous Materials Response Authority For Washtenaw County and Adjacent Communities" which amends Section 8.5 of the Agreement to extend the term of the Agreement for an additional ten (10) years, expiring on May 10, 2016.

BE IT FURTHER RESOLVED that all other provisions of the "Agreement Creating A Hazardous Materials Response Authority For Washtenaw County and Adjacent Communities" shall remain in full force and effect.

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      11    0    0

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 April 5<sup>th</sup>, 2006, as it appears of record in my office.

COUNTY OF WASHTENAW)<sup>SS</sup>.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 5<sup>th</sup> day of April, 2006.

**LAWRENCE KESTENBAUM, Clerk/Register**

BY: \_\_\_\_\_ Deputy Clerk



**Res. No. 06-0070**

FIRST AMENDMENT TO THE "AGREEMENT CREATING A HAZARDOUS MATERIALS RESPONSE AUTHORITY FOR WASHTENAW COUNTY AND ADJACENT COMMUNITIES"

WHEREAS, in 1996, the five governmental entities of Washtenaw County, City of Ann Arbor, City of Ypsilanti, Charter Township of Ypsilanti and Pittsfield Charter Township, pursuant to the Urban Cooperation Act, (MCLA 124.501 et. seq.) approved an "Agreement Creating A Hazardous Materials Response Authority For Washtenaw County And Adjacent Communities" and

WHEREAS, pursuant to Section 8.5 of the Agreement, the initial term of the Agreement was for ten (10) years; and

WHEREAS, as the Agreement has an effective date of May 10, 1996, the initial term of the Agreement expires on May 10, 2006; and

WHEREAS, Section 8.7 of the Agreement provides that the parties to the Agreement may amend the Agreement by having their respective governing boards approve a written amendment; and

WHEREAS, the five governmental entities that created the Agreement now wish to extend the Agreement by an additional ten (10) years, so that the Agreement will expire on May 10, 2016.

NOW THEREFORE, the governing boards of Washtenaw County, City of Ann Arbor, City of Ypsilanti, Charter Township of Ypsilanti and Pittsfield Charter Township, as evidenced by their respective signatures below, agree to amend the "Agreement Creating A Hazardous Materials Response Authority For Washtenaw County And Adjacent Communities" which was approved in 1996 with an effective date of May 10, 1996 as follows:

Amend Section 8.5 of the Agreement which is entitled, **Duration**, by replacing the first sentence of this Section with the following sentence:

"This Agreement shall continue in force for twenty years, expiring on May 10, 2016, unless earlier terminated by all of the Enabling Public Agencies."

All other terms and conditions of the "Agreement Creating A Hazardous Materials

Response Authority For Washtenaw County And Adjacent Communities” shall remain in full force and effect.

Washtenaw County

City of Ann Arbor

By: \_\_\_\_\_  
Wesley Prater, Chair (Date)  
Board of Commissioners

By: \_\_\_\_\_  
John Hieftje, Mayor (Date)

City of Ypsilanti

Charter Township of Ypsilanti

By: \_\_\_\_\_  
Cheryl Farmer, Mayor (Date)

By: \_\_\_\_\_  
Ruth Ann Jamnick, Supervisor (Date)

Pittsfield Charter Township

By: \_\_\_\_\_  
James R. Walter Supervisor (Date)

H: general/hazmat

A RESOLUTION ACCEPTING THE RESIGNATION OF WASHTENAW COUNTY COMMISSIONER ROBERT BRACKENBURY AND APPROVING THE PROCESS TO APPOINT HIS SUCCESSOR TO THE WASHTENAW COUNTY BOARD OF COMMISSIONERS

WASHTENAW COUNTY BOARD OF COMMISSIONERS

April 5, 2006

WHEREAS, on March 22, 2006, Washtenaw County Commissioner Robert Brackenbury (representing District 7) notified the Chair of the Board, Wesley Prater, in writing that he was resigning from his position as a County Commissioner effective at noon on April 19, 2006; and

WHEREAS, pursuant to MCLA 46.412 when a vacancy occurs in the Board of Commissioners, the Board must fill the vacancy within thirty (30) days; and

WHEREAS, the Section III (D) of the Board of Commissioners' Rules and Regulations directs County Administration to provide notice of the vacant Commissioner District within two working days after receiving notice of the vacancy by submitting a Public Notice in a newspaper circulated within the District; and

WHEREAS, County Administration prepared a Public Notice requesting that interested candidates from District 7 submit resumes and letters of interest on or before April 7, 2006; and

WHEREAS, the Board of Commissioners will appoint a new Commissioner for District 7 at its Board meeting of April 19, 2006; and

WHEREAS, before a new Commissioner may be appointed for District 7, the Board of Commissioners must accept the resignation tendered by Commissioner Robert Brackenbury;

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners accepts the March 22, 2006 resignation tendered by Commissioner Robert Brackenbury which becomes effective at noon on April 19, 2006.

BE IT FURTHER RESOLVED that the Board of Commissioners approves the process for gathering the resumes of those individuals interested in being appointed to fill the vacancy in District 7 as stated in this Resolution, with the final appointment to be made by the Board of Commissioners at its Board meeting on April 19, 2006.

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      11   0   0

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 April 5<sup>th</sup>, 2006, as it appears of record in my office.

COUNTY OF WASHTENAW)<sup>SS</sup>.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 5<sup>th</sup> day of April, 2006.

**LAWRENCE KESTENBAUM, Clerk/Register**

BY: \_\_\_\_\_  
Deputy Clerk



**Res. No. 06-0071**

A RESOLUTION ACCEPTING THE RESIGNATION OF WASHTENAW COUNTY COMMISSIONER ROBERT BRACKENBURY AND APPROVING THE PROCESS TO APPOINT HIS SUCCESSOR TO THE WASHTENAW COUNTY BOARD OF COMMISSIONERS

WASHTENAW COUNTY BOARD OF COMMISSIONERS

April 5, 2006

WHEREAS, on March 22, 2006, Washtenaw County Commissioner Robert Brackenbury (representing District 7) notified the Chair of the Board, Wesley Prater, in writing that he was resigning from his position as a County Commissioner effective at noon on April 19, 2006; and

WHEREAS, pursuant to MCLA 46.412 when a vacancy occurs in the Board of Commissioners, the Board must fill the vacancy within thirty (30) days; and

WHEREAS, the Section III (D) of the Board of Commissioners' Rules and Regulations directs County Administration to provide notice of the vacant Commissioner District within two working days after receiving notice of the vacancy by submitting a Public Notice in a newspaper circulated within the District; and

WHEREAS, County Administration prepared a Public Notice requesting that interested candidates from District 7 submit resumes and letters of interest on or before April 7, 2006; and

WHEREAS, the Board of Commissioners will appoint a new Commissioner for District 7 at its Board meeting of April 19, 2006; and

WHEREAS, before a new Commissioner may be appointed for District 7, the Board of Commissioners must accept the resignation tendered by Commissioner Robert Brackenbury;

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners accepts the March 22, 2006 resignation tendered by Commissioner Robert Brackenbury which becomes effective at noon on April 19, 2006.

BE IT FURTHER RESOLVED that the Board of Commissioners approves the process for gathering the resumes of those individuals interested in being appointed to fill the vacancy in District 7 as stated in this Resolution, with the final appointment to be made by the Board of Commissioners at its Board meeting on April 19, 2006.

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      11   0   0

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 April 5<sup>th</sup>, 2006, as it appears of record in my office.

COUNTY OF WASHTENAW)<sup>SS</sup>.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 5<sup>th</sup> day of April, 2006.

**LAWRENCE KESTENBAUM, Clerk/Register**

BY: \_\_\_\_\_  
Deputy Clerk



**Res. No. 06-0071**



A RESOLUTION TO ACCEPT COMMENTS FROM THE PLANNING ADVISORY BOARD ON THE WEBSTER TOWNSHIP MASTER PLAN AMENDMENT AND DIRECT THE COUNTY CLERK TO SEND COMMENTS TO WEBSTER TOWNSHIP AND THE CONTIGUOUS LOCAL UNITS OF GOVERNMENT

WASHTENAW COUNTY BOARD OF COMMISSIONERS

April 5, 2006

WHEREAS, Public Act 168 requires that the County submit comments on the proposed Master Plan amendment to Webster Township; and

WHEREAS, Public Act 168 requires that the comments include, but not be limited to, a statement whether the proposed amendments are considered to be inconsistent with the plan of any contiguous city, village, township or region, after considering comments from contiguous communities, and a statement whether the proposed plan is considered to be inconsistent with the county plan; and

WHEREAS, the County Board of Commissioners created the Planning Advisory Board to review plans and recommend adoption by the Board of Commissioners; and

WHEREAS, Webster Township submitted a Master Plan amendment; and

WHEREAS, the amendment was reviewed for consistency with the goals, objectives and recommendations of *A Comprehensive Plan for Washtenaw County*; and

WHEREAS, the Planning Advisory Board has reviewed and provided a statement of consistency and comments on the plan amendment;

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners accepts the comments from the Planning Advisory Board on the Webster Township Master Plan amendment, and

BE IT FURTHER RESOLVED that the Board of Commissioners directs the County Clerk to send the comments to Webster Township and the contiguous local units of government.

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      11    0    0

STATE OF MICHIGAN      )

COUNTY OF WASHTENAW)<sup>SS</sup>

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 April 5<sup>th</sup>, 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 5<sup>th</sup> day of April, 2006.

**LAWRENCE KESTENBAUM, Clerk/Register**

BY: \_\_\_\_\_ Deputy Clerk



**Res. No. 06-0073**