

RESOLUTIONS 1990

- 90-1 Amending St. Clair County Employees' Retirement System Ordinance
- 90-2 Implementing Tax Deferment Provision of the Probate/Judges, Retirement Act, As Amended, and the U.S. Internal Revenue Code
- 90-3 Authorizing St. Clair County Water Supply System No. VI Bonds, Series 1990 - Kimball Township
- 90-4 Authorizing Agreement between St. Clair County and Michigan Association of Counties Service Corporation Relating to Preferred Long-Distance Telephone Provider *Tabled*
- 90-5 Supporting House Bills 4808, 4809, and 4811 *Tabled*
- 90-6 Adopting Parking Control and Enforcement Ordinance
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- 90-13 Approving Action of Road Commission Towards Replacement of Comstock Road Bridge
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- 90-17 Adopting and approving the execution of the Construction Contract at the County Airport
- 90-18 Adopting and Approving the Execution of the Construction Contract at the County Airport.
- 90-19 Revising Resolution 89-04-- Adopting new fee schedule for Dog License fees and remuneration for issuing and Recording Dog Licenses
- 90-20 Approving the 1990 County Equalization Report
- 90-21 Placing Senior Citizens Millage on Ballot for August Primary
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- 90-23 Adopting Collective Bargaining Agreement between St. Clair County and Community Mental Health Employees - AFSCME
- 90-24 Opposition to Deregulation of Radioactive Waste
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- 90-28 Adopting Collective Bargaining Agreement Between St. Clair County and Children's Shelter Employees - Teamster #214
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- 90-30 Adopting Collective Bargaining Agreement Between St. Clair County and Sheriff Department Civilian Supervisors - AFSCME
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- 90-33 Authorizing Issuance of Letter of Credit for Account of County of St. Clair
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- 90-39 Waiving of Delinquent Property Tax Interest Fees and Penalties for Certain Individuals
- 90-40 Adopting and Approving the Execution of the Grant Agreement by the County of St. Clair, Michigan, and the United States of America, Federal Aviation Administration, for the Purpose of obtaining Federal Aid for the development of St. Clair County International Airport. Under Project No 90-1-3-26-0080-0590
- 90-41 Adopting and Approving the Execution of the Construction Contract at the County Airport
- 90-42 Supporting the 1990 Overall Economic Development Program
- 90-43 Local Governing Body Resolution for Gaming Licenses Issued by the Bureau of State Lottery (Authorized by MCL 432.010 et seq.)
- 90-44 Adopting 1989 St. County Solid Waste Managment Plan Enforcement Mechanism as Approved by the State of Michigan Department of Natural Resources
- 90-45 Amending the Environmental Health Code for St. Clair County
- 90-46 Setting a Proposed County Operating Tax Rate
- 90-47 Relative to Change in Rate of County Contribution to the St. Clair County Employees' Retirement System

RESOLUTION 90- 47

RELATIVE TO CHANGE IN RATE
OF COUNTY CONTRIBUTION TO THE
ST. CLAIR COUNTY EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, under the date of December 14, 1988, the St. Clair County Board of Commissioners adopted Resolution 88-59 re-establishing the rate of County contribution to the St. Clair County Employees' Retirement System at 11.00%, and

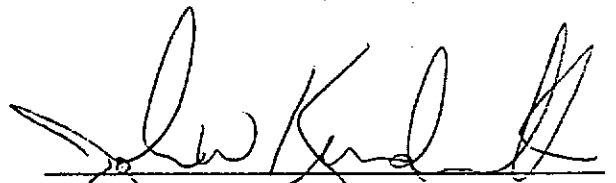
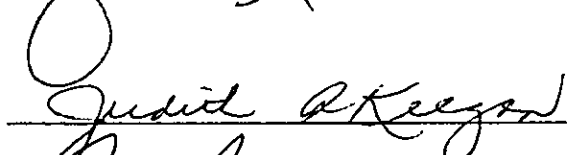
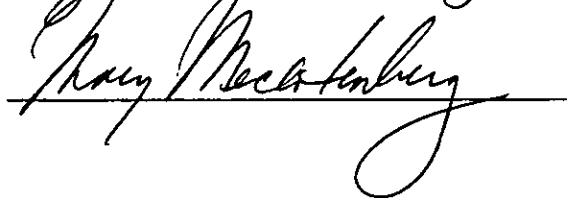
WHEREAS, the contribution to the St. Clair County Employees' Retirement System should be increased according to the Actuary Report prepared by Gabriel, Roeder, Smith, Inc., dated December 31, 1989.


NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners authorizes the adjustment of the County contribution to the St. Clair County Employees' Retirement System from 11.00% of the payroll to 12.00%, effective with the first payroll of January 1991.

DATED: October 24, 1990

Drafted by:
Donald E. Dodge
Administrator/Controller

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 90-46

SETTING A PROPOSED COUNTY OPERATING
TAX RATE

WHEREAS, Act No. 5 of the Public Acts of 1982, as amended by Act No. 2 of 1986, commonly known as the "Truth in Taxation" law, provides that "the governing body of a taxing unit shall not levy ad valorem property taxes for operating purposes for an ensuing fiscal year of the taxing unit which yield an amount more than the sum of the taxes levied at the base tax rate on additions within the Taxing Unit for the ensuing fiscal year plus an amount equal to the taxes levied for operating purposes for the concluding fiscal year on existing property."

AND WHEREAS, the governing body of a taxing unit may approve the levy of an additional millage rate only after publishing a notice, holding a public hearing, and adopting a separate resolution, and

WHEREAS, the notice must be published not less than six (6) days prior to the public hearing, which notice shall contain certain statements relating to the proposed rate and percentage which the revenues would increase; that the governing body has complete authority to establish such millage rate; that the final millage rate shall not be greater than the published rate, and that the final rate may not be approved until seven (7) days after the public hearing, and



EQUALIZATION DEPARTMENT

County of St. Clair, Michigan

COUNTY BLDG., 201 McMORRAN BLVD., PORT HURON, MI 48060 / (313) 985-2165

MEMO TO: Don Dodge, County Administrator/Controller
FROM: John A. McClellan, Equalization Dept. Acting Director
DATE: September 7, 1990
SUBJECT: "Truth in Taxation" Procedures as Amended by Public Act 2 of 1986

St. Clair County will be required to conform to the provisions of Public Act 5 of 1982 (Truth in Taxation) if it desires to restore the county's general operation millage rate to 5.7383 mills for fixed operating, .2984 mills for the drug task force program, and .50 mills for the senior citizens program. The fixed operating and drug task rates had to be previously rolled back due to the Headlee Amendment. The senior citizens rate was not affected by Headlee since it was restored by an election on August 7.

Act 5 requires the county to roll back its tax rate whenever it receives more property tax money (except from "new" construction) than it received in the preceding year. The county can restore the tax rate(s) by:

1. Publishing a notice of a public hearing with the heading "Notice of a Public Hearing on Increasing Taxes" in 18 point type, (and certain other information).
2. Holding a public hearing (which may also be the same hearing required by Act 43 of 1963 for adoption of the proposed budget).
3. Adopting a separate resolution approving the levy of the additional millage rate.

Two recent laws, Public Acts 106 and 107 of 1985, provide for all counties to receive state-returned revenue from hotel and liquor taxes and Public Act 2 of 1986 requires that the returned revenue be considered as "property tax" revenue, thereby triggering the provisions of Public Act 5. The returned revenue has been estimated by the Michigan Department of Treasury at \$355,121. \$9,864 must be subtracted from the estimated revenue since that figure is the difference between the estimated prior year distribution and the actual prior year distribution of tax revenue. Therefore the amount of the convention facility/liquor tax distribution to be used to reduce the St. Clair County base tax rate for the 1990 Truth-in-Taxation hearing purposes is \$345,257.

Under a more recent law, Public Act 264 of 1987, counties share in the new \$.04/pack cigarette tax increase. The estimated amount of this distribution to St. Clair County in 1991 is \$308,826. \$20,257 must be subtracted from the estimated revenue since that figure is the difference between the estimated prior year distribution and the actual prior year distribution of tax revenue. Therefore the amount of the cigarette tax distribution to be used to reduce the county base tax rate for the 1990 Truth in Taxation hearing purposes is \$288,569.

The total amount St. Clair County must use to reduce its base tax rate for 1990 Truth-in-Taxation hearing purposes is \$633,826. This total amount would require a roll back of about 24 cents.

The county must either: (1) reduce (roll back) its millage rates by the amount of the returned revenue, or (2) use half of the returned convention tax facilities revenue for general operation purposes and half for substance abuse programs and also allocate the cigarette tax revenue in accordance with the 11/17, 5/17, 1/17 purposes as described in the following pages. If the county elects to choose the second option, then the county must comply with the 3 steps of the "Truth in Taxation" laws. The county would have to go through that procedure this year anyway if it desired to return to the maximum allowable rate previously reduced by Headlee regardless of which state-returned revenue option it selects because there is a millage roll back (about 33 cents) caused by an increase in last year's valuation.

Enclosed for your information are:

- A. Information regarding the use of convention facilities and cigarette tax revenues.
- B. A worksheet used by me to determine county operating levies and revenues for 1990.
- C. A sample "Notice" which I believe meets all the requirements for publication.
- D. A copy of form L-4029 Millage Request Report to County Board of Commissioners.

The publishing-hearing-adoption requirements are very specific and a procedure calendar should be established by you to assure complete compliance on a timely basis.

Act 106 of 1985 is the "State Convention Facility Development Act." Act 106 imposes a tax of 3 to 5% of the room charge on convention hotels as defined in the Act. Act 107 of 1985 increased the liquor tax by 4%. The Act is cited as the "Tourism and convention Facility Promotion Tax Act." The counties receive a share of the revenues imposed pursuant to Acts 106 and 107.

Act 2, P.A. of 1986 amended Section 24e of the General Property Tax (Section 211.24e, M.C.L.) to require the counties to reduce their base tax rates for truth in taxation purposes by the millage rate produced by dividing the estimated convention facilities tax revenue to be received by the county. A county may follow the truth in taxation process to use the revenues for increased spending, but 50% of the convention facilities tax revenue not used to reduce the county millage rate must be used for substance abuse programs operated by the county's coordinating agency designated pursuant to the Health Code.

In 1987, P.A. 219 increased the cigarette tax by 4 cents per pack (2 mills per cigarette packaged 20 to a package). The proceeds of the 4 cent increase is deposited in its entirety to a "Health and Safety Fund" created by Act 264, P.A. of 1987. These instructions discuss distribution of this tax only to the extent that the distribution affects the 82 counties excluding Wayne.

Act 264, P.A. of 1987 requires a county to reduce its base tax rate for truth in taxation purposes by an amount determined by dividing the estimated cigarette tax revenue by the state equalized value of the county. The cigarette tax revenue to the extent not used to reduce the county's millage rate must be used for the following purposes:

A. 11/17 of the distribution to the county health department for public health prevention programs and services. This distribution is in addition to and is not intended as a replacement for any state or county payments to these health departments.

B. 5/17 of the distribution shall be used only for the operation, maintenance, or expansion of an existing county jail facility or juvenile facility; for the acquisition, construction, and equipping of a new jail facility or juvenile facility; or for court operations.

C. 1/17 of the distribution is not restricted to specific purposes and is to be included with other county revenues budgeted by the board of commissioners.

To summarize, a county for truth in taxation hearing notices, must reduce its base tax rate by both the estimated amounts to be received in Convention Facilities Tax and Cigarette Tax revenues.

If, after the truth in taxation hearing is held, the county decides to levy its maximum authorized operating rate, the county will generally spend 50% of its convention facilities tax revenue for substance abuse programs and the cigarette tax money as indicated in this bulletin.

The following pages contain examples of the base tax rate calculations that are required.

COUNTY OPERATING LEVY

Section 211.24e as
Amended by Act 2, P.A. of 1986
and by Act 264, P.A. of 1989

1990 Levy

FACTS: Adjustments to Base Tax Rate for Convention Facility Revenue and for Cigarette Tax Revenue

Convention Facility Tax Revenue	-	\$	<u>345,257</u>	
Cigarette Tax Revenue	-	\$	<u>288,569</u>	
1989 SEV	-	\$	<u>2,487,291,770</u>	
1990 SEV	- LOSSES	\$	<u>28,780,441</u>	
1990 SEV	- ADDITIONS	\$	<u>97,340,950</u>	
1990 SEV	-	\$	<u>2,688,156,747</u>	
1989 Operating Rate	-		<u>6.5700</u>	Mills
1990 Maximum Authorized Rate	=		<u>6.5367</u>	Mills (Due to Headlee)
Maximum Allowable Rate	=		<u>6.5367</u>	Mills (Sec. 211.34d)

BASE TAX RATE - 1990

$$6.5367 \text{ Mills} \times \left(\frac{\$ 2,487,291,770 - \$ 28,780,441}{\$ 2,688,156,747 - \$ 97,340,950} \right) = 6.2027 \text{ Base Tax Rate}$$

REVENUE AVAILABLE WITHOUT HEARING:

1990 SEV	\$	<u>2,688,156,747</u>	X	<u>6.2027</u>	=	\$	<u>16,673,830</u>
Less: Convention Facility Tax Revenue						\$	<u>345,257</u>
Cigarette Tax Revenue						\$	<u>288,569</u>
Net Allowable Revenue from Property Taxes Without Hearing						\$	<u>16,040,004</u>
Allowable Revenue	\$	<u>16,040,004</u>	=	5.9669	Adjusted Base Tax Rate		
1990 SEV		\$2,688,156,747					

REVENUE AVAILABLE WITH HEARING:

Adjusted Base Tax Rate	=	<u>5.9669</u>
Maximum Allowable Rate - 1990		<u>6.5367</u>
Rate Levied - 1990		<u>6.5367</u> (1)
Allowable Revenue from Property Tax with a Hearing	\$	<u>17,571,674</u>

(1) Truth in Taxation hearing held to increase rate allowed without hearing. 5.9669 to 6.5367 maximum rate or .5698 increase or 9.55% increase.

Computations

Given: 1990 SEV - \$ 2,688,156,747
County Maximum Operating Rate: 6.5367 Mills
Estimated Convention Facility Tax Revenue: \$ 345,257
Estimated Cigarette Tax Revenue: \$ 288,569
Current Year Base Tax Rate: 6.2027 Mills
Prior Year Operating Rate: 6.5700 Mills
Current Year Maximum Allowable Rate: 6.5367 Mills (1)

Step 1. \$ 2,688,156,747 X 6.5367 (1990 Operating Rate) = \$ 17,571,674 (2)

Step 2. \$ 17,571,674 Plus \$ 345,257 Plus \$ 288,569 = \$ 18,205,500

Step 3. \$ 2,688,156,747 X 6.5700 (1989 Operating Rate) = \$ 17,661,190

Step 4. \$ 18,205,500 Minus \$ 17,661,190 = \$ 544,310

Step 5. Convention Facility Tax Revenue = \$ 345,257

50% of Convention Facility Tax Revenue = \$ 172,629

The lessor of the amounts in Step 5 or \$ 172,629 is to be appropriated for substance abuse programs.

Cigarette Tax Revenue = \$ 288,569

11/17 of this amount is to be appropriated for public health prevention programs and services = \$ 186,721

5/17 of this amount is to be appropriated for county jail or juvenile facilities, or for court operations = \$ 84,873

1/17 of this amount is to be appropriated for other county revenues budgeted by the Board of Commissioners = \$ 16,975

(1) Maximum authorized rate rollback due to Sec. 211.34d.

(2) Assumption is made that a Truth in Taxation hearing was held and base tax rate increased to maximum allowable rate.

NOTICE OF PUBLIC HEARING
ON INCREASING PROPERTY TAXES

The St. Clair County Board of Commissioners will hold a Public Hearing on a proposed increase of .5698 mills (which is slightly less than 57 cents per \$1,000 of State Equalized Value) in the operating tax millage rate to be levied in 1990.

The hearing will be held on Wednesday, October 24, 1990 at 7:30 p.m. in the Commissioners Room 202 of the County Building, 201 McMorran Blvd., Port Huron, Michigan.

The hearing is required because state returned revenue from hotel and liquor taxes (Public Act 2 of 1986) and from cigarette taxes (Public Act 264 of 1987) is being added to the county's property tax revenue and is therefore considered to be an increase in total property taxes.

The County Tax Millage Rate is as follows: 5.7383 mills for fixed operating, .5000 mills for the senior citizens program, and .2984 mills for the drug task force. The fixed operating and drug task force millages were previously reduced due to the Headlee Amendment.

If adopted, the proposed additional millage will increase operating revenue from ad valorem property taxes 9.55% over such revenues generated by levies permitted without holding a hearing.

The St. Clair County Board of Commissioners has complete authority to establish the number of mills to be levied from within its authorized millage rate.

This notice is published by the St. Clair County Board of Commissioners, County Building, 201 McMorran Boulevard, Port Huron, Mich. 48060, Ph. 985-2265.

NOTES:

1. Notice must be at least 4" wide by 8" long.
2. Heading must be in 18 pt. type.
3. Body must be in 12 pt. type.
4. Notice must not be in the legal or classified sections of the newspaper.
5. Notice must be published prior to October 18, 1990.
6. Notice shall be posted at the principal office of the governmental unit.

1990 TAX RATE REQUEST

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

County	1990 SEV (As of 5-29-90)
St. Clair	2,688,156,740
Local Government Unit	County

ORIGINAL TO: County Clerk(s)
 COPY TO: Equalization Department(s)
 COPY TO: Each township or city clerk

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 1990 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Source	Purpose of Millage	Date of Election	Maximum Millage Authorized	1989 Compound Millage Reduction Fraction	Current Year Millage Reduction Fraction	Applicable Millage Reduction Fraction	Sec. 211.34 Millage Reduction Fraction	Maximum Allowable Millage Levy*	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1
Fixed										
Allocated	Oper.	11-7-78	5.7700	1.0000	.9945	.9945	1.0000	5.7383		5.7383
Extra										
Voted	Sr. Cit.	8-7-90	0.5000	1.0000	1.0000	1.0000	1.0000	0.5000		0.5000
Extra										
Voted	Drug Enf.	8-2-88	0.3000	1.0000	.9945	.9945	1.0000	0.2984		0.2984

Prepared by	Title	Date
John A. McClellan	Acting Director	9-7-90

As the representative for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e and 211.34.

<input type="checkbox"/> Clerk	Signature	Date
<input type="checkbox"/> Secretary		
<input type="checkbox"/> Chairperson	Signature	Date
<input type="checkbox"/> President		

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. A public hearing and determination is required for an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

RESOLUTION 90-45

AMENDING THE ENVIRONMENTAL HEALTH CODE
FOR ST. CLAIR COUNTY

WHEREAS, the Public Health Code, Act 368, PA of 1978, has mandated certain responsibilities to local health departments.

WHEREAS, Section 2441 of the Michigan Public Health Code, being Section 333.2441 of the Michigan Compiled Laws, provides that a local health department may adopt regulations necessary or appropriate to implement and carry out the duties or functions vested in law by them, with the approval of the local government entity;

WHEREAS, the Michigan Solid Waste Management Act 641 of 1978, an act to protect the public health and the environment; to provide for the regulation and management of solid waste; to prescribe the powers and duties of certain state and local agencies and officials; to prescribe penalties.

WHEREAS, the County of St. Clair has previously adopted the environmental health code for St. Clair County, Michigan, by Resolution 84-24 on May 23, 1984.

WHEREAS, the St. Clair County Board of Commissioners recognizes the necessity of coordinating the existing county environmental regulations.

NOW, THEREFORE, BE IT RESOLVED that the monitoring and enforcement mechanism of the 1989 St. Clair County Solid Waste Management Plan as adopted, shall hereafter be administered and executed as an addendum to the Environmental Health Code of St.

Clair County, Michigan, by those agencies and departments duly empowered thereunder.

This addendum to the Environmental Health Code of St. Clair County shall not operate as a restriction upon an action based upon state law under the Michigan Solid Waste Management Act, being PA 641 of 1978, as amended. As the addendum in this resolution relates to all other resolutions or parts of resolutions, insofar as they conflict with any provision of this resolution, they are hereby rescinded.

DATED: September 26, 1990

Francis R. Krajewski

William T. Danneels

Drafted and Approved by:

Audrey E. Park

Robert J. Nickerson

ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

ADOPTING 1989 ST. CLAIR COUNTY SOLID
WASTE MANAGEMENT PLAN ENFORCEMENT
MECHANISM AS APPROVED BY THE STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES

WHEREAS, the Michigan Solid Waste Management Act, Act 641 of 1978, an act to protect the public health and environment; to provide for the regulation and management of solid waste; to prescribe the powers and duties of certain state and local agencies and officials; to prescribe penalties.

WHEREAS, the County of St. Clair has chosen to prepare a solid waste management plan as provided by section 25 of the Michigan Solid Waste Management Act, PA 641 of 1978, as amended.

WHEREAS, on November 15, 1989, the St. Clair County Board of Commissioners approved the solid waste management plan proposed by the duly appointed solid waste planning committee.

WHEREAS, on August 31, 1990, the State of Michigan Department of Natural Resources approved the St. Clair County Solid Waste Management Plan, submitted pursuant to the Michigan Solid Waste Management Act, PA 641 of 1978, as amended.

WHEREAS, the St. Clair County Solid Waste Management Plan, as approved, provides for the adoption of an enforcement mechanism, being a legal method including but not limited to ordinances, rules and regulations, whereby St. Clair County is authorized to take action to guarantee compliance with the approved county solid waste management plan.

WHEREAS, the St. Clair County Board of Commissioners recognizes the necessity of a county ordinance empowering the

ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

Mary Mack Leary
Mary Ann Acciaratti

A P P E N D I X A

Appendix: Monitoring & Enforcement Mechanism

MONITORING AND ENFORCEMENT MECHANISM

PREAMBLE

A REGULATION TO PROTECT THE PUBLIC HEALTH AND LAND, AIR, WATER AND OTHER NATURAL RESOURCES OF THE COUNTY; TO SUPPLEMENT PROVISIONS OF THE MICHIGAN SOLID WASTE MANAGEMENT ACT AND ITS ADMINISTRATIVE RULES; TO REGULATE AND REQUIRE PERMITS FOR THE COLLECTION AND TRANSPORTATION OF SOLID WASTE; TO REGULATE SPECIFIED SOLID WASTE MANAGEMENT PRACTICES; TO CONTROL AND OPERATIONS OF SOLID WASTE FACILITIES AND PREVENT ANY ADVERSE OFF SITE EFFECTS OF OPERATIONS; TO PROVIDE AN ENFORCEABLE MECHANISM FOR IMPLEMENTATION OF THE ST. CLAIR COUNTY SOLID WASTE PLAN; TO PRESCRIBE THE POWERS AND DUTIES OF AGENCIES; TO PROVIDE FOR THE COLLECTION AND USE OF DATA AND INFORMATION; AND TO PROVIDE FOR PENALTIES AND REMEDIES.

ENACTING CLAUSE

THE ST. CLAIR COUNTY HEALTH DEPARTMENT, UNDER AUTHORITY OF SECTIONS 2441(1) OF ACT 368 OF THE PUBLIC ACTS OF 1978, BEING SECTION 333.2441(1) AND OF THE MICHIGAN COMPILED LAWS, THE PUBLIC HEALTH CODE, HEREBY ADOPTS THE ST. CLAIR COUNTY SOLID WASTE REGULATION. THE COUNTY COMMISSIONERS OF ST. CLAIR COUNTY, UNDER AUTHORITY OF ACT 641 OF THE PUBLIC ACTS OF 1978, SECTION 299.401 ET. SEQ. OF THE MICHIGAN COMPILED LAWS, AND ACT 156 OF THE PUBLIC OF THE PUBLIC ACTS OF 1851, SECTION 46.1 ET. SEQ OF THE MICHIGAN COMPILED LAWS HEREBY APPROVES THE ST. CLAIR COUNTY SOLID WASTE REGULATION.

PART 100: SOLID WASTE COLLECTION AND TRANSPORTATION

SECTION 100.1 PURPOSE AND SCOPE

This part establishes procedures and criteria for the issuance of permits by the Designated County Authority pursuant to the Solid Waste Management Act and Administrative Rules promulgated

Monitoring and Enforcement Mechanism

thereunder. This part also establishes the criteria to be applied by the Designated County Authority in its review of activities involving the transportation, storage, or disposal of solid waste within the County. Except as may be authorized pursuant to this Regulation, and subject to Act 641 of the Public Acts of 1978, as amended, being Section 299.401 of the Michigan Compiled Laws, commonly referred to as the Michigan Solid Waste Management Act.

(1) No person shall transport solid waste in St. Clair County for the purpose of disposal of the material within the County, except when authorized, pursuant to this Regulation.

(2) No person shall transport solid waste into the County from outside the County for the purpose of disposal of the material within the County except when expressly authorized by the St. Clair County Solid Waste Management Plan.

SECTION 100.2 DEFINITIONS.

The definitions contained in Act 641 of the Public Acts of 1978, as amended, being Section 299.401 et seq of the Michigan Compiled Laws, and those definitions under the Act found in the Michigan Administrative Code have the same meaning when used in the Regulation. Additional terms defined in other sections of this Regulation have the same meaning when used in this part. The following additional terms have the meaning defined herein. Any term defined herein to the extent that it is not consistent with terms defined by State law shall be of no effect:

(a) "Designated County Authority" means any person or agency designated by the St. Clair County Board of Commissioners to administer this Regulation in whole or in part, including but not limited to the St. Clair County Health Department, the St. Clair County Sheriff's Department, the St. Clair County Weighmaster, the St. Clair County Emergency Preparedness Coordinator, County Administrator/Controller, and the Department of Natural Resources or its agent.

(b) "the County" means St. Clair County.

SECTION 100.3 SOLID WASTE HAULER PERMITS.

This Section 100.3 provides for the issuance of general, special and interim solid waste hauling permits authorizing the transportation of solid waste subject to the Regulation.

(a) General permits. General permits may be issued for the collection and transportation of non-hazardous solid waste. General permits may be issued on application of an interested person in accordance with the procedures of Part 100 and shall specify and expiration date not to exceed two years from the date of issuance.

(b) Special permits. Special permits may be issued for the collection and transportation of materials which do not require

collection and transportation on a continuous basis. Special permits shall specify an expiration date of 30 days from the date of issuance.

(c) Interim permits. Interim permits may be issued as a temporary measure to accommodate a person who has applied for a general permit to collect and transport solid waste when it appears to the County Administrator/Controller's office that a final decision on that person's permit request will be delayed. Interim permits shall specify an expiration date no later than six months from date of issuance.

SECTION 100.4 AUTHORITY TO ISSUE PERMITS.

The County Administrator/Controller's office shall issue, deny, modify, revoke, suspend, impose conditions on, initiate and carry out enforcement activities and take any and all other actions necessary or proper and permitted by law with respect to general, special, or interim permits.

SECTION 110 APPLICATION FOR A SOLID WASTE HAULER PERMIT.

SECTION 110.1 APPLICATIONS FOR PERMITS.

Applications for general, special, and interim permits must be filed with the St. Clair County Administrator/Controller. Application shall be made in writing and shall contain the following:

(a) The name and address of the applicant; as listed in the Michigan Annual Business Report.

(b) The names and addresses of all officers if the applicant is a corporation (a copy of the current Michigan Annual Report) and all current partners if the applicant is a partnership;

(c) The name of persons collecting and transporting the material;

(d) A description of the general area to be serviced by the applicant;

(e) The applicant shall indicate the general description, make, model, year, vehicle identification number (manufacturer serial number) and cubic yard capacity for each motor vehicle to be used by the permittee for the duration of the licensing period for the purpose of transporting solid waste for disposal within the County.

(f) A physical description of the material to be collected and transported, for example: residential, commercial, construction, hospital, etc.;

(g) The estimated quantity of material to be collected and transported on an annual basis.

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SECTION 110.2 APPLICANT.

The application shall be filed with the County Administrator/ Controller by the person or firm collecting, processing or hauling the material proposed to be collected and transported.

SECTION 110.3 PROCESSING FEES.

(a) A processing fee in an amount established by the County Administrator/ Controller's office and approved by the St. Clair County Board of Commissioners will be charged in connection with each application for a permit for the collection and transportation under this subpart.

(b) Notwithstanding any other provision of this Section 110.3, no agency of the County of St. Clair, or any municipality located therein, will be required to pay the processing fee specified in paragraph (a) of this section.

SECTION 120 ACTION ON PERMIT APPLICATIONS.

SECTION 120.1 GENERAL.

Decisions on issuance, denial, or imposition of conditions on a permit will be taken within 30 days from the date a complete application is filed with the Administrator/Controller.

SECTION 130 CRITERIA FOR EVALUATION OF APPLICATIONS.

SECTION 130.1 APPLICABILITY.

Section 130 establishes criteria for the issuance of collection and transportation permits.

SECTION 130.2 PROHIBITED MATERIALS.

The collection within the County and/or transportation for disposal within the County of the following wastes will not be allowed within the County under and circumstances:

(a) Materials not classified as solid waste, except as allowed under state law;

(b) Solid waste generated outside of St. Clair County not authorized by the St. Clair County Solid Waste Management Plan.

SECTION 130.3 LIMITATION OF QUANTITIES OF SOLID WASTE MATERIALS.

Substances which may damage the environment or the health and safety of the public due to the quantities in which they are disposed, may be collected and transported for disposal only when

the quantities to be disposed of at a single time and place are controlled to prevent long-term damage to the environment, public health and safety.

SECTION 140 RECORDS AND REPORTS OF SOLID WASTE
TRANSPORTERS.

SECTION 140.1 RECORDS OF PERMITTEES.

Each permittee shall maintain complete records of the following information, which will be available for inspection by the County Law Enforcement Officer.

(a) The general physical and/or chemical characteristics of the material authorized to be collected, transported, or disposed pursuant to the permit;

(b) Disposal locations for each load;

(c) Any other information required as condition of permit by the County Law Enforcement Officer.

(d) Information specified in Section 160.7 of this Regulation.

(e) The County Law Enforcement Officer may require a transporter to furnish additional reports concerning the quantities and disposition of solid waste material transported within the County.

SECTION 140.2 UNAUTHORIZED ACTIVITY REPORT.

If material is collected, transported, or disposed of without a permit pursuant to Part 100 of this Regulation, the owner or operator of the vehicle from which such disposal occurs shall as soon as feasible inform the Administrator/Controller, or the nearest law enforcement agency, and shall within 10 days file a written report with the Administrator/Controller containing the information required under Section 110.1 and a complete description of the circumstances under which the disposal occurred.

SECTION 150 NUISANCE.

Wastes which may present a serious public nuisance if improperly collected, transported, and disposed of may only be collected, transported or disposed of under such conditions and in such a manner which will insure that no serious public nuisance is created.

SECTION 160 SOLID WASTE TRANSPORT UNIT
IDENTIFICATION: LOAD CERTIFICATION.

SECTION 160.1 SOLID WASTE HAULER VEHICLE.

A solid waste hauler shall not transport solid waste within the County with a motor vehicle unless:

(a) The vehicle has been properly described in the solid

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waste hauler permit application under Section 110.1(d); or

(b) The Administrator/Controller has been provided such information in writing prior to placing the vehicle in service.

SECTION 160.2 SOLID WASTE TRANSPORT UNIT IDENTIFICATION.

Every solid waste transport unit used to transport solid waste to a disposal area within St. Clair County shall affix the markings "SCC" followed by a space followed by the permit number assigned to the transporter pursuant to Part 110 of this Regulation. The markings required by this section shall meet all of the following requirements:

(a) To be painted on or permanently attached to each side of the solid waste transport unit;

(b) To be plain vertical block characters not less than three inches in height;

(c) To be contrasted with the color of the background and be distinctly visible and legible for the duration of the licensing period;

(d) Have spaces or hyphens that are equal to the width of the letter "S" between the letter and number groupings (example: SCC 000 or SCC-000);

(e) Read from left to right;

(f) Not be obscured or hidden by any part of the solid waste transport unit;

(g) On a solid waste transport unit so designed or configured that a number on the super structure would not be easily visible, the markings may be painted on or attached to removable plates that are firmly and permanently attached to each side of the unit. This shall be enforced by a County Law Enforcement Officer.

SECTION 160.3 NONCOMMERCIAL SMALL QUANTITY EXCEPTION.

A private citizen transporting solid waste to a licensed solid waste disposal area is exempt from the requirements of this part providing:

(a) The citizen is a natural person, and

(b) The solid waste material was generated by that person and not collected from other sources, and

(c) That person does not receive compensation or other remuneration from another person for the transportation or disposal of said solid waste, and

(d) The amount of solid waste being transported or disposed of does not exceed 10 cubic yards per load of 1000 cubic yards per year.

SECTION 160.4 PRE-TRANSPORT REQUIREMENT.

A transporter and generator shall be responsible for waste material offered for transportation that it is a material suitable for transportation to the licensed disposal facility under the Regulation.

SECTION 160.5 LOAD INFORMATION.

(a) Except as provided in Section 160.3 and Section 160.5 of this Regulation, a solid waste transporter, other than a city owned and operated Department of Public Works within the city limits, transporting solid waste to a disposal area within St. Clair County shall prepare a written record prior to movement of the material from the place of origin. For radio dispatched trucks, the records required shall be the record of the dispatches. The following information must appear on the face of the record:

(i) The name and mailing address of the person responsible for the generation of the material.

(ii) The location where the material was picked up, if different from the preceding paragraph.

(iii) The name and location of the proposed destination of the material.

(b) A solid waste transporter, other than a city owned and operated Department of Public Works within the city limits, operating a compactor vehicle while engaged in carrying out collection of residential solid waste shall carry within the vehicle a truck route log specifying the street address of each residence serviced by that vehicle. Upon request of the County Law Enforcement Officer to inspect a load, a transporter subject to this section shall identify each customer by street address, that provided any portion of the solid waste being transported at the time of the inspection.

SECTION 160.6 ADMINISTRATIVE INSPECTION

(a) The County Law Enforcement Officer may make periodic inspections of solid waste transport vehicles for the purpose of verifying load information and to determine compliance with requirements of this Regulation and Act 641 of 1978, as amended.

(b) The solid waste transport unit owner, operator, or other representative shall be entitled to be present during an inspection conducted pursuant to this section, however, the presence of the licensee or an authorized representative of the licensee is not a condition precedent to such inspection.

(c) An inspection conducted pursuant to this section may be initiated at any time that the County Law Enforcement Officer requesting the inspection has a reasonable belief that a solid waste transporting unit contains solid waste material destined for a disposal area within the County. The fact that an owner,

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operator, or other representative leaves the solid waste transporting unit unattended after an inspection has been initiated shall not require termination of the inspection.

(d) Any vehicle inspection conducted pursuant to this section and performed at a disposal area shall not exceed two hours unless a warrant to search has issued for same. Any such inspection performed at a location other than a disposal area may not exceed 30 minutes unless warrant to search has issued for same.

(e) Whenever refuse in a truck cannot be properly inspected without discharge from the truck, the inspection shall be conducted at a disposal area.

(f) There shall be no more than six (6) inspections under this section of any one solid waste transporting unit conducted within any consecutive six month period except pursuant to a search warrant.

SECTION 160.7 RECORD-KEEPING AND RECORDING.

(a) A transporter must keep all load information and customer listing for a period of three (3) years from the date that the solid waste was last collected, transported, or disposed of.

(b) The periods of retention referred to in this section are extended automatically during the course of any unresolved enforcement action regarding the regulated activity or otherwise as required by the Administrator/Controller.

PART 200: SOLID WASTE DISPOSAL AREA OPERATORS

SECTION 200.1 PURPOSE AND SCOPE.

This part establishes requirements and criteria for the operation and management of solid waste disposal areas within the County, excluding the Detroit Edison Fly Ash Landfill, located at 366 Range Road, St. Clair, Michigan. A processing plant shall comply with all requirements and criteria, unless such are clearly applicable only to a landfill.

SECTION 200.2 DEFINITIONS.

As used in this part, the definitions contained in Act 641 of the Public Acts of 1978, as amended being Section 299.401 et seq of the Michigan Compiled Laws, and those definitions under the Act found in the Michigan Administrative Code, have the same meaning when used in the Regulation. Additional terms defined in other sections of this Regulation have the same meaning when used in this section. The following additional terms have the meaning defined herein. Any term defined herein to the extent that it is not consistent with terms defined by state law shall be of no effect:

(a) "Designated County Authority" means any person or agency designated by the St. Clair County Board of Commissioners to

administer this Regulation, in whole or in part, including but not limited to the St. Clair County Health Department, the St. Clair County Sheriff's Department, the St. Clair County Weighmaster and the St. Clair County Emergency Preparedness Coordinator, the St. Clair County Administrator/Controller and the Department of Natural Resources or its agent.

(b) "The County" means St. Clair County.

SECTION 200.3 COUNTY REQUIREMENTS.

Proposals for construction, modification, expansion, alteration, or reconstruction of a solid waste disposal area shall comply with this Regulation and applicable provisions of the approved St. Clair County Solid Waste Management Plan. Operations of a solid waste disposal area shall comply with this Regulation.

SECTION 200.4 AUTHORIZED SOLID WASTE HAULER.

A person operating or otherwise in control of a solid waste disposal area within the County shall not accept solid waste for disposal from any person not authorized under Part 100 of this Regulation to collect and transport solid waste within the County.

SECTION 200.5 OPERATING RECORD.

(a) The owner or operator of a solid waste disposal area shall keep written operating records at the facility. Operating records shall consist of the records required by DNR for operation, as well as those records required by this Regulation.

(b) The Administrator/Controller shall notify the solid waste disposal area owner or operator of the information that must be recorded, and maintained in the operator records until closure of the facility, or as otherwise specified in this Regulation.

SECTION 200.6 AVAILABILITY, RETENTION, AND DISPOSITION OF RECORDS.

(a) All records, including but not limited to operating records and gate log, required under this part must be furnished upon request, and made available at all reasonable times for the Administrator/Controller.

(b) The retention period for all records required under this Part is extended automatically during the course of any unresolved enforcement action regarding the solid waste disposal area or as requested by the Administrator/Controller.

(c) A copy of records of waste disposal location and quantities under Section 200.6 and 200.7 of this Regulation must be submitted to the Administrator/Controller upon closure of the solid waste disposal area.

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SECTION 200.7 GATE LOG.

(a) When a disposal area receives solid waste, the owner or operator must prepare and maintain permanent bound records having sequentially numbered pages wherein the following information must be recorded by indelible markings:

(1) The name of all persons making small quantity deliveries exempt from load information requirements by reason of Section 160.3.

(2) The date any delivery is made.

(3) The St. Clair County Waste Hauler Permit Identification Number found on all sides of the waste hauling transport unit where applicable.

(4) Name of person or firm making a delivery.

(5) Quantity of material.

(6) Signature of driver making delivery.

(7) A general location in the county that waste came from.

(8) General description of waste, e.g. residential, commercial, construction, etc.

(b) The owner and/or operator of the disposal area must retain at the disposal area all information required pursuant to Section 200.7(a) above for a period of at least (3) three years from the date the material was accepted for disposal. Logs shall be available for inspection by the County Law Enforcement Officer.

SECTION 200.8 ADMINISTRATIVE INSPECTION.

(a) The Sheriff Department shall make periodic inspections of solid waste disposal areas located within the County for the purpose of reviewing records required to be maintained under this Regulation for accuracy and completeness. The premises of licensed disposal areas shall also be inspected for the purpose of determining compliance with Michigan Administrative Code of Rules promulgated pursuant to Act 641 of 1978, as amended, as they apply to solid waste disposal area sites and operating requirements.

(b) The solid waste disposal area owner, operator, or other representative shall be entitled to be present during an inspection conducted pursuant to this section, however, the presence of the licensee or an authorized representative of the licensee is not a condition precedent to such inspection.

(c) Inspection conducted pursuant to this section may be initiated at any time that business is being performed or when the solid waste disposal area owner, operator, or other representative is present. The fact that an owner, or operator, or other representative leaves the solid waste disposal area after an inspection has been initiated shall not require the termination of

the inspection. The owner, operator or other representative must be allowed a reasonable time to respond to the disposal area after reasonable attempts have been made to notify the owner, operator or other representative of the inspection under this section.

(d) Any inspection conducted pursuant this section shall not continue for more than 24 hours after initiation unless a warrant to search has been issued for same.

SECTION 200.9 BIENNIAL REPORT.

The owner or operator of a solid waste disposal area located within the County must prepare and submit a single copy of a biennial report to the Administrator/Controller by March 1 of each even numbered year. The report must cover disposal area activities during the previous calendar years and must include:

- (a) The time period covered by the report.
- (b) A list of all solid waste haulers licensed within the County that have delivered materials for disposal during the reporting period;
- (c) A description and the quantity of solid waste materials received during the report;
- (d) The general location on site where each of the various types of solid waste have been disposed of for the reporting period.

SECTION 200.10 ADDITIONAL REPORTS.

In addition to submitting other reports required by this Regulation, the owner or operator of the solid waste disposal area must also report:

- (a) Fires at the disposal area;
- (b) Explosions at the disposal area;
- (c) As otherwise required by the Administrator/Controller.

SECTION 210 CRITERIA FOR MANAGEMENT OF SOLID WASTE LANDFILLS

SECTION 210.1 APPLICABILITY.

The criteria of this Section 210 apply to the evaluation of proposed land disposal of solid wastes material in relation to continuing requirements for effective management of solid wastes to prevent unreasonable degradation of the environment and any adverse effects upon the public health and welfare.

SECTION 210.2 DISPOSAL SITE MANAGEMENT RESPONSIBILITIES.

The Health Department shall be responsible for development and implementation of requirements and recommended procedures in accordance with the solid waste management system for disposal sites within the County.

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SECTION 210.3 REGULATION OF DISPOSAL SITE USE.

Disposal site use will be regulated by the Health Department.

SECTION 210.4 EVALUATING DISPOSAL IMPACT.

Impact of the disposal practices conducted at each solid waste disposal area will be evaluated periodically as provided in Act 641 by the Health Department.

SECTION 210.5 SECURITY.

(a) The owner or operator of a solid waste disposal area must prevent an unknowing entry, and minimize the possibility for the unauthorized entry, or persons or livestock onto the active portion of the facility.

(b) The facility must have an artificial or natural barrier (e.g. a fence in good repair or a fence combined with a berm or earthen mound), which completely surrounds the active portion of the facility.

(c) A means to control entry, at all times, through the gates or other entrances to the active portion of the facility (e.g., an attendant, television monitors, locked entrance, or controlled roadway access to the facility),

(d) The premises must be posted with signs legible from a distance of at least 25 feet that indicate that only authorized personnel are allowed to enter the disposal area, and that entry onto the disposal area can be dangerous.

SECTION 210.6 PREPAREDNESS AND PREVENTION.

(a) Facilities must be designed, constructed, maintained and operated to minimize the possibility of fire, explosion or uncontrolled release of solid waste material into the air, soil or surface water which could harm human health or the environment.

(b) The facilities at all solid waste disposal areas must be equipped with the following:

(1) A device, such as a telephone (immediately available at the scene of the operation) of a hand-held two-way radio capable of summoning emergency assistance from local police departments, fire departments, or state or local emergency response teams;

(2) Portable fire extinguishers;

(3) Reserved.

(c) The owner or operator of a solid waste disposal area must make the following arrangements as appropriate for the type of solid waste handled at the facility and the potential need for the services of these organizations.

(1) Arrangements which are updated every year to familiarize local police, fire departments and emergency response teams with the layout of the facility properties of the solid waste

handled at the facility and associated hazards, places where facility personnel would normally be working, entrances to the roads inside the facility, and possible evacuation routes;

(2) Where more than one police and fire department might respond to an emergency, agreements designating primary emergency authority to a specific police and a specific fire department, and agreements with any others to provide support to the primary emergency authority.

SECTION 210.7 CONTINGENCY PLAN AND EMERGENCY PROCEDURES.

(a) Each owner or operator of a solid waste disposal area must have a contingency plan for the facility. The contingency plan must be designed to minimize hazards to human health or the environment from fires, explosions, or any unplanned release of solid waste material into the air, soil or surface water.

(b) The provisions of the plan must be carried out immediately whenever there is an imminent or actual emergency situation such as flooding caused by torrential rains, fire, explosion, or release of solid waste material which could threaten human health or the environment. Whenever there is an imminent or actual emergency situation, the emergency coordinator must immediately notify local, state, or federal agencies if there is a threat of adverse effect on human health, or the environment, in or around the disposal area.

(c) The contingency plan must describe the actions facility personnel must take in response to fires, explosions, or any unplanned release of solid waste material into the air, soil, or surface water in the disposal area.

(d) The plan must list names, addresses, and phone number (office and home) of all persons qualified to act as emergency coordinator (see Section 210.8) and others who are to be notified. The list must be kept up to date.

(e) The plan must include a list of all emergency equipment at the facility.

(f) A copy of the contingency plan must be kept at the disposal area and a copy provided to local police departments, fire departments, and the Emergency Preparedness Coordinator. This plan must be reviewed and updated annually.

SECTION 210.8 EMERGENCY COORDINATOR.

At all times, there must be at least one employee either on site at the disposal area or on call (i.e., available to respond to an emergency by reaching the disposal area site within a short period of time) with the responsibility for coordinating all emergency measures. This emergency coordinator must be thoroughly familiar with all aspects of the disposal area's contingency plan, all operations and activities at the disposal site, the location and characteristics of various types of solid waste material handled, the location of all records within the facility, and the

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disposal area layout. In addition, this person must have the authority to commit the resources needed to carry out the contingency plan.

SECTION 220 REQUIREMENTS FOR THE LAND DISPOSAL OF SOLID WASTE.

The St. Clair County Health Department functioning as the designated agent of the Department of Natural Resources through certification, shall be responsible for implementing the provisions of this section of the Regulation in accordance with ACT 641, as amended.

SECTION 220.1 SCOPE.

(a) These requirements are generally applicable to the land disposal of all solid waste materials within the County.

(b) The requirement sections contained herein delineate minimum levels of performance required of any solid waste land disposal site operation.

(c) The requirements are intended to provide for environmentally acceptable land disposal site operation plans. The requirements do not establish new standards that replace state law but set forth additional County requirements and recommend procedures to ensure that the design, construction, and operation of both existing and future land disposal sites meet the health and environmental standards of the State and County.

SECTION 220.2 SOLID WASTES ACCEPTED.

(a) In consultation with the Health Department, the owner/operator of a solid waste disposal area shall determine what wastes shall be accepted and shall identify any special handling required.

(b) The plans shall specify the procedures to be employed for wastes requiring special handling.

(c) (1) Routine sanitary landfill techniques of spreading and compacting solid wastes and placing cover material at the end of each operating day shall be used to dispose of municipal solid wastes.

(2) Certain bulky wastes, such as furniture and appliances may be salvaged in a controlled manner at a point other than the working face.

SECTION 220.3 SOLID WASTES EXCLUDED.

(a) Using information supplied by the producer of the wastes, the DNR, the Health Department, and the solid waste disposal site operator/owner shall jointly determine specific Type II and Type

III wastes to be excluded. The owner of excluded wastes shall consult with the Health Department in determining an alternative method of disposal for excluded wastes as governed by Act 641, as amended. The criteria used in considering whether a waste is unacceptable shall include the hydrogeology of the site, the chemical and biological characteristics of the waste, the potential for resource recovery or recycling, alternative disposal methods available, environmental and health effects, and the safety of personnel, and the effects on the life of landfill and quality of life of residents living near a landfill.

(b) Regular users of the land disposal site will be provided with a list of Type II and Type III materials to be excluded. The list should also be displayed prominently at the site entrance. If a regular user persists in making unacceptable deliveries, he or she shall be barred from the disposal site and reported to the Administrator/Controller.

SECTION 220.4 WATER QUALITY.

The location, design, construction, and operation of land disposal site shall conform with the most stringent of applicable water quality standards and the facility shall be located, designed, constructed, and operated in such a manner as to provide adequate protection to ground and surface waters used as drinking water supplies. The County groundwater quality performance standard shall be consistent with Act 641 as amended, and its administrative rules.

SECTION 220.5 AIR QUALITY.

The design, construction, and operation of the land disposal site shall conform to applicable ambient air quality standards and source control regulations established under the authority of the Clean Air Act as amended, or State or local standards effective under the Act, if the latter are more stringent.

SECTION 220.6 COVER MATERIAL

Cover material shall be applied as necessary to minimize fire hazards, infiltration of precipitation, odors, and blowing litter; control gas venting and vectors; discourage scavenging; and to provide an aesthetically acceptable appearance. Cover material shall be consistent with the requirements of Act 641, as amended, and its administrative rules. For purposes of applying the daily cover, the working day shall begin not earlier than one-half (1/2) hour after sunrise and end one-half (1/2) hour before sunset each day.

SECTION 220.7 COMPACTION.

In order to conserve land disposal site capacity, thereby preserving land resources, and to minimize moisture infiltration

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and settlement, solid waste material and cover material shall be compacted to the smallest practicable volume.

PART 300: DUTY TO PROVIDE ACCURATE INFORMATION TO REGULATORY AGENCY.

SECTION 300.1 DUTY TO PROVIDE

A person shall not furnish false, forged, fictitious, or intentionally misleading information, in written or verbal form, to a Designated County Authority while administering this Regulation.

PART 400: ANTI-LITTER REGULATION

SECTION 400.1 DEFINITIONS.

(a) As used in Section 400, litter shall mean all rubbish, refuse, waste material, garbage, offal, paper, glass, cans, bottles, trash, debris, or other foreign substances of every kind and description. Such material when placed at the curbside where normal collection occurs but for which no such collection has been arranged or authorized shall be deemed litter.

(b) The phrase "public or private property or waters" shall include but shall not be limited to:

(1) The right-of-way of any road or highway, any body of water or water course, or the shores or beaches thereof and including the ice above such waters;

(2) Any park, playground, buildings, refuge or conservation or recreation area; and

(3) Any residential or farm properties or timberlands.

SECTION 400.2 RESTRICTIONS ON LITTERING

It is declared unlawful for any person, firm or corporation to knowingly dump, deposit, place, throw, or leave, or cause or permit the dumping, depositing, placing, throwing or leaving of litter, on any public or private property or waters without the permission of the owner, other than the property designated and set aside for such purposes within the County of St. Clair. It is further unlawful for any person, with or without the consent of the owner of the property, to place litter at a curb side for normal refuse collection without having made arrangements with a refuse collection hauler for the collection of the litter.

SECTION 400.3 REGULATIONS

(a) All public authorities have supervision of public property of this state or any political subdivision thereof may post notice signs and otherwise to publicize the requirements of this Regulation.

(b) All public authorities have supervision of public property in this state may establish and maintain receptacles for the deposit of litter on the property and publicize the location thereof.

PART 500: VIOLATION MISDEMEANOR; PENALTY; CONTINUING VIOLATIONS; ARREST WITHOUT WARRANT; NOTICE TO APPEAR; GUILTY OR NOT GUILTY PLEAS; COSTS; WARRANT FOR ARREST.

SECTION 500.1 VIOLATION MISDEMEANOR.

A person who violates this Regulation is guilty of a misdemeanor. A person convicted under this Regulation may be punished by a fine of not more than \$1,000.00 and costs of prosecution and in default of payment of any portion of fine and costs, imprisonment for not more than six months. If a violation is of a continuing nature, each day upon which it occurs or continues shall be deemed a separate offense.

Statutory reference: Michigan Solid Waste Management Act, P.A. 641 of 1978; MCLA 299.436; MSA 13.29(36); as amended.

SECTION 500.2 ARREST WITHOUT WARRANT FOR MISDEMEANOR; NOTICE TO APPEAR; GUARANTEED APPEARANCE CERTIFICATE.

(a) When a person is arrested without a warrant for a violation of this Regulation punishable as a misdemeanor, the arresting officer shall prepare, as soon as possible and as completely as possible, an original and 3 copies of a written citation to appear in court containing the name and address of the person, the violation charged, and the time and place when and where the person shall appear in court. The officer shall inform the offender of the violation and shall give the second copy of the citation to the alleged offender. If the arrested person demands, he or she shall be taken before a judge or magistrate of the 72nd District Court for the State of Michigan in lieu of being given the citation.

(b) The time specified in the citation to appear shall be within a reasonable time after the arrest.

(c) The place specified in the citation to appear shall be before a court within the county in which the violation charged is alleged to have been committed and who has jurisdiction of the violation.

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(d) Appearance may be made in person, by representation, or by mail. When appearance is made by representation or mail, the magistrate may accept the plea of guilty or not guilty for purposes of arraignment, with the same effect as though the person personally, appeared before him or her. The magistrate, by giving 5 days notice of the date of appearance, may require appearance in person at the time and place designated in the citation.

(e) When a person who is not a resident of the state is arrested without warrant for a violation of this act punishable as a misdemeanor, the arresting officer, upon demand of the arrested person, immediately shall take the person before a magistrate of the vicinity to answer to the complaint made against the person. If a magistrate is not available or an immediate trial cannot be had, the person arrested may recognize to the offer for his or her appearance by leaving with the officer a guaranteed appearance certificate or sum of money not to exceed \$500.00 in which case the following provisions apply:

(1) The officer making the arrest shall give a receipt to the person arrested for the guaranteed appearance certificate or the money deposited together with a written citation as provided in subsection (1).

(2) If the offender fails to appear as required in the citation the guaranteed appearance certificate or deposit shall be forfeited as in other cases of default in bail in addition to be any penalty provided in this Regulation.

(3) At or before the completion of his or her tour of duty, a police officer taking a certificate or deposit of money shall deliver the certificate or deposit of money either to the magistrate named in the citation together with a report of the facts relating to the arrest, or to the police chief or person authorized by the police chief to receive certificate or the money deposited and citation in the same manner as prescribed for citations in this Regulation. Failure to make a report and deliver the money deposited shall be embezzlement of public money.

(4) "Guaranteed appearance certificate" means a card of certificate containing a printed statement that surety company authorized to do business in this state guarantees the appearance of the person whose signature appears on the card or certificate, and that the company, if the person fails to appear in court at the time of trial or sentencing or to pay any fines or costs imposed pursuant to this act, will pay any fine, costs, or bond forfeiture imposed on the person.

(f) An officer making an arrest under this chapter for a misdemeanor without a warrant shall not be entitled to any fees for making the arrest or the issuance of a citation under this section.

(g) An officer or magistrate violating this section is guilty of misconduct in office and subject to removal from office.

SECTION 500.3 GUILTY OR NOT GUILTY PLEA ON MISDEMEANOR.

When under Section 500.2 an officer issues a citation for a misdemeanor, a magistrate may accept a plea of guilty or not guilty upon the citation, without the necessity of a sworn complaint but the officer shall sign the complaint before the offender pleads not guilty, further proceedings may not be had until a sworn complaint is filed with the magistrate. A warrant for arrest shall not issue for an offense under this act until a sworn complaint is filed with the magistrate.

SECTION 500.4 COSTS OF COMPELLING APPEARANCE.

In addition to fine assessed for the charge when found guilty, the magistrate may also add to any fine and costs levied additional costs incurred in compelling the appearance of the person, which additional costs shall be returned to the general fund of the unit of government incurring the costs.

SECTION 500.5 WARRANT FOR ARREST.

This Regulation shall govern all police officers in making arrests without a warrant and shall not be construed as preventing the execution of a warrant for the arrest of a person for a misdemeanor as in other cases of misdemeanors when the same may be necessary.

SECTION 500.6 APPEARANCE TICKETS.

(a) A person believed to be in violation of this Regulation may be issued and served with an appearance ticket pursuant to Section 2463 of Act 368 of Public Acts of 1978, being Section 333.2463 of the Michigan Compiled Laws, commanding such person to appear in court.

(b) Failure to appear in court on the date for appearance will subject the person to arrest upon issuance of a complaint and warrant on recommendation of the County Prosecutor's Office.

(c) Persons convicted of a violation of this Regulation based upon an appearance ticket shall be guilty of a criminal misdemeanor and subject to a fine, or imprisonment, or both, as provided in Section 2441(2) of Act 368 of the Public Acts of 1978, being Section 333.2441(2) of the Michigan Compiled Laws.

(d) The Certified Law Enforcement Officer and/or the Health Department may issue appearance tickets without issuance, prior to issuance, or subsequent to issuance of a citation, violation notice, or order.

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SECTION 500.7 ORDERS.

(a) Upon a determination by the Certified Law Enforcement Officer and/or the Health Department that an imminent danger to health or lives of individuals exists, caused by a condition of improper solid waste management, the Certified Law Enforcement Officer and/or the Health Department shall issue an order to the responsible party requiring immediate action to avoid, correct, or remove the imminent danger or take other action as provided by Section 2451 of Act 368 of the Public Acts of 1978, being Section 333.2451 of the Michigan Compiled Laws.

(b) Pursuant to Section 2455 of Act 368 of Public Acts of 1978, being Section 333.2455 of the Michigan Compiled Laws, the Certified Law Enforcement Officer and/or the Health Department may issue an order to avoid, correct or remove, at the owner's expense, a building or condition which violates this Regulation or which the Certified Law Enforcement Officer and/or the Health Department reasonably believes to be a nuisance, unsanitary condition or cause of illness caused by a condition of improper solid waste management.

(c) The person shall comply with an order issued under this Section within the time specified.

SECTION 500.8 CIVIL ACTIONS.

Pursuant to Act 368, P.A. 1978, Section 2461 and 2462, Health Department Representatives are hereby authorized to issue civil citations to be assessed for a specific violation of this Regulation at the time or not later than 90 days after discovery of the alleged violation. The citation shall be written and shall state with particularity the nature of the violation, including reference to the section, the civil penalty established for the violation, if any, and the right to appeal the citation. The citation shall be personally delivered or sent by registered/certified mail to the alleged violator.

(a) Not later than twenty (20) days after receipt of a civil citation, an alleged violator may petition the Health Department of an administrative hearing which shall be held within thirty (30) days after the receipt of the petition. After the administrative hearing, the administrator may affirm, dismiss, or modify the citation. The decision of the administrator shall be final, unless within sixty (60) days of the decision, the Board of Health or committee thereof, may affirm, dismiss or modify the citation.

(b) A person aggrieved by a decision of the administrator, the Board of Health or committee thereof, may petition the circuit court of St. Clair County for review. The petition of the court review shall be filed not later than sixty (60) days following receipt of the final decision concerning the civil citation.

(c) The Board of Health with approval of the St. Clair County

Board of Commissioners shall adopt a schedule of monetary civil penalties of not more than \$1,000.00 for each violation or day the violation continues which may be assessed for a specific violation of the code, or the Michigan Public Health Code, or a rule or regulation adopted, or order issued which the health department has the authority and duty to enforce.

(d) The Board of Health shall publish specific violations in a civil citation schedule or monetary penalties which shall establish a monetary penalty for the specific violation named, and the penalty fine shall be determined upon the nature, threat or seriousness of each violation. The amount of monetary penalty shall be doubled for a second citation for the same violation, and tripled for a third citation of a specific violation. Thereafter, each citation shall be the maximum penalty permitted by law.

(e) When a violation of these regulations or another law, regulation or rule which the Health Officer has the duty to enforce exists, and for which no specific monetary penalty has been published, the monetary penalty shall be \$100.00 for the first citation, \$250.00 for the second citation and \$500.00 for each citation thereafter.

(f) A civil penalty shall become final if a petition for an administrative hearing or review is not received within the time specified in this article.

(g) A civil penalty imposed under this part is payable to the local Health Department for deposit with the County General Fund.

(h) A civil penalty may be recovered in a civil action brought in the county in which the violation occurred or the defendant resides. Any judgments rendered pursuant to such actions shall be payable to the Health Department for deposit with the County General Fund.

SECTION 500.9 CIVIL ACTIONS.

Pursuant to Sections 2462(3) and 2465(1) of Act 368 of Public Acts 1978, being Section 333.2462(3) and Section 333.2465(1) of the Michigan Compiled Laws, the Corporate Counsel for the County may institute appropriate civil court actions to:

(a) Enforce and enjoin violation of this Regulation including citations, violation notices and orders issued under this Regulation and agreements, contracts or arrangements entered into under this Regulation.

(b) Restrain, abate or destroy conditions causing pollution, destruction, or impairment of the environment.

PART 600: AMENDMENT, INTERPRETATION, EFFECTIVE DATE, ETC.

SECTION 600.1 AMENDMENTS.

(a) This Regulation may be amended because of development of new solid waste technologies, or recognition of emerging solid waste management problems.

Monitoring and Enforcement Mechanism

(b) Any amendments to this Regulation will be made after public notice and public hearing pursuant to Section 2442 of Act 368 of the Public Acts of 1978, being Section 333.2442 of Michigan Compiled Laws.

SECTION 600.2 INTERPRETATION CLAUSES.

(a) This Regulation provides minimum standards, supplemental to the statutes of the State of Michigan and the administrative rules duly promulgated thereunder. Where any provision of this Regulation and a provision of any federal or state statute or rule both apply, the more restrictive of any or all codes, statutes, ordinances or rules shall prevail.

(b) Provisions of this Regulation shall be construed liberally so as to best preserve the public health and safety. The word "shall" is mandatory, not merely directory.

SECTION 600.3 SEVERABILITY.

If any part of this Regulation is declared illegal or unconstitutional by a court of competent jurisdiction, that decision shall not affect any portion of the Regulation which remain but the remainder shall be in full force and effect.

SECTION 600.4 SAVINGS CLAUSE

Regulations adopted by St. Clair County or the St. Clair County Board of Commissioners which are in effect on the effective date of this Regulation continue to the extent they do not conflict with this Regulation.

SECTION 600.5 EFFECTIVE DATE.

This Regulation shall become effective on the date the Director of the Michigan Department of Natural Resources approves the St. Clair County Solid Waste Management Plan.

Revision: 5/30/90

RESOLUTION 90-43

LOCAL GOVERNING BODY RESOLUTION
FOR GAMING LICENSES ISSUED BY THE BUREAU OF STATE LOTTERY
(Authorized by MCL 432.101 et seq)

At a Regular Meeting of the St. Clair County Board of Commissioners, called to order by Board of Commissioners' Chair Mary Ann acciavatti, on September 26, 1990 at 7:30 P.M., the following resolution was offered:

Moved by Commissioner Keegan, and supported by Commissioner Pennington, that the request from the St. Clair County Clerks' Association of the County of St. Clair, asking that they be recognized as a non-profit organization operating in the community for the purpose of obtaining a gaming license to be considered for Approval.

Approval

Yeas: 8

Nays: 0

Absent: 0

Disapproval

Yeas:

Nays:

Absent:

State of Michigan)
County of St. Clair)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the St. Clair County Board of Commissioners, at a Regular Meeting, held on the 26th Day of September, 1990.

Seal or Notary

DATED: September 26, 1990

Reviewed and Approved by:

Robert J. Nickerson
ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

Janet A. Keegan
Richard M. Pennington
Ray M. Pennington

ROBERT J. NICKERSON
CORPORATION COUNSEL FOR THE COUNTY OF ST. CLAIR
COUNTY BUILDING
PORT HURON, MICHIGAN 48060
(313) 985-2400
FAX: 985-2424

September 18, 1990

Donald E. Dodge
Administrator/Controller
Room 114 County Building
Port Huron, MI 48060

RE: Township Clerks' Association Request
For Resolution

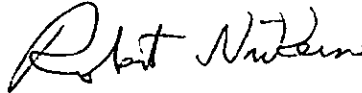
Dear Mr. Dodge:

I have reviewed the letter and proposed resolution submitted by the St. Clair County Clerks' Association.

I see no legal reason for the Board not passing such resolution. Of course, the policy issue of whether to pass or not pass the resolution is within the province of the commissioners themselves.

Thus, I am attaching hereto a resolution form as approved by the bureau of State Lottery. If you have any questions please feel free to call.

Sincerely yours,



Robert Nickerson
Corporation Counsel

cc: Marilyn Tate
Theresa Malik
RJN:cf

SUPPORTING THE 1990 OVERALL ECONOMIC DEVELOPMENT PROGRAM

WHEREAS, the County of St. Clair has been designated as a redevelopment area under the Public Works and Economic Development Act of 1965, and as such is a potential recipient for federal aid, and in order to qualify for said funds, must submit a revised Overall Economic Development Program (OEDP) on an annual basis, and

WHEREAS, the revised Overall Economic Development Program must be filed with the Economic Development Administration prior to any community in the County receiving EDA funding assistance, and

WHEREAS, St. Clair County has experienced continued and severe unemployment, and

WHEREAS, the St. Clair County Metropolitan Planning Commission, acting as the County's Overall Economic Development Committee, has prepared an annual report for 1990, and

WHEREAS, the revised Overall Economic Development Program supports projects eligible for funding by the Economic Development Administration.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby adopts the 1990 annual report prepared by the St. Clair County Planning Commission, relative to Overall Economic Development Program, for the purpose of designating St. Clair county as redevelopment area potentially rendering the County eligible for funding from the United States Economic Development Administration.

DATED: September 26, 1990

Drafted by:
Donald E. Dodge
Administrator/Controller

Reviewed and Approved by:

Robert J. Nickerson
ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

William M. Pennington
John W. Keel
Judith A. Keegan

RESOLUTION 90- 41

ADOPTING AND APPROVING THE EXECUTION OF THE CONSTRUCTION
CONTRACT AT THE COUNTY AIRPORT

WHEREAS, the St. Clair County International Airport has received funding from the Federal Aviation Administration and the Michigan Aeronautics Commission for Security Fencing, and

WHEREAS, the Michigan Bureau of Aeronautics has received bids for the above named project, and

WHEREAS, it has been verified by the Michigan Bureau of Aeronautics that USX Corporation of Chicago, Illinois was the low bidder.

WHEREAS, the construction contract prepared by the Michigan Aeronautics Commission between the County of St. Clair and USX Corporation has been recommended for approval for the above named project, by a resolution adopted by the Airport Commission on September 18, 1990.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners grants approval and authorizes execution of the above construction contract.

DATED: September 26, 1990

Reviewed and Approved by:

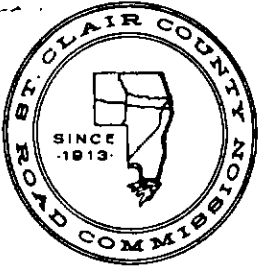
William H. Danneels

Robert J. Nyckerson

ROBERT J. NYCKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060

Audrey E. Pock

Michael W. Pennington



R. J. COMMISSION

AIRPORT

PUBLIC WORKS


COUNTY OF ST. CLAIR

21 Airport Drive, Port Huron, Michigan 48060

Phone 313 364-5720

MEMORANDUM

TO: Don Dodge, County Administrator

FROM: John D. Perry, Managing Director 

DATE: September 19, 1990

SUBJECT: Security Fencing Project - Airport

Bids were received and verified by the Michigan Bureau of Aeronautics for the security fencing project at the St. Clair County International Airport.

Four bids were received:

Engineers Estimate	\$536,550.00
USX Corporation	\$431,594.40
Nationwide Fence & Supply Company, Inc.	479,648.09
O.A. Corbin General Contracting	491,024.00
Durable Inc. and Harry Fox Inc.	534,688.95

We received the construction contract with USX Corporation and recommended its approval and execution at our regular board meeting last night.

It now needs approval and execution by the County Board. Please place this item on your next agenda.

If you have any questions, please contact me.

sb
Encl. 10 copies

cc: Robert Nickerson

RESOLUTION NO. 90-12

AIRPORT COMMISSION
OF THE COUNTY OF ST. CLAIR

ADOPTING AND APPROVING THE EXECUTION OF THE CONSTRUCTION
CONTRACT AT THE COUNTY AIRPORT

WHEREAS, the St. Clair County International Airport has received funding from the Federal Aviation Administration and the Michigan Aeronautics Commission for Security Fencing; and

WHEREAS, the Michigan Bureau of Aeronautics has received bids for the above named project; and

WHEREAS, it has been verified by the Michigan Bureau of Aeronautics that USX Corporation of Chicago, Illinois was the low bidder.

NOW, THEREFORE, BE IT RESOLVED, that the construction contract prepared by the Michigan Aeronautics Commission between the County of St. Clair and USX Corporation be approved for the above named project; and


BE IT FURTHER RESOLVED, that the Airport Commission recommend to the County Board of Commissioners approval and execution of the above construction contract.

AYES: Commissioner McCormick
Commissioner Street.
Commissioner Foley

NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a regular meeting of the Airport Commission of the County of St. Clair held on Tuesday, September 18, 1990 at 7:00 p.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, Port Huron, Michigan.



Janet C. Kitamura, Secretary

7-1394 (3/84)

This information required
by Act 327 of 1945 in
order to establish a contract.

MICHIGAN DEPARTMENT OF TRANSPORTATION

MICHIGAN AERONAUTICS COMMISSION

9008-036

AIRPORT PROGRAM

CONTRACT

FM 77-3-C43 - Job No. 30366 A

Federal Project - 3-26-0080-0590

Federal Item No. AL 401

THIS AGREEMENT, Made this _____ day of _____
A.D. 19_____, by and between the _____ County of St. Clair _____, party of the first
part, and _____ USX Corporation _____ a Delaware Corporation _____
_____ 13535 S. Torrence Avenue _____
of _____ Chicago, IL 60633 _____, party of the second part.

WITNESSETH, That the party of the second part, for and in consideration of the payment or payments hereinafter specified, hereby agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as herein otherwise specified, and to complete, in strict accordance with the plans, specifications and proposal therefor, and to the satisfaction of the said party of the first part, the work described herein, it being understood and agreed that said plans, specifications and proposal are to be considered as a part hereof.

DESCRIPTION OF PROJECT

Proposed construction at the _____ St. Clair County International _____ AIRPORT
located in _____ St. Clair _____ COUNTY, MICHIGAN, said construction work being Contract Number
FM 77-3-C43 - 30366A

TYPE OF WORK: Perimeter Fencing.

DESCRIPTION: At the St. Clair County International Airport, Port Huron,
Michigan.

PROPOSAL JOB CONTROL SECTION FEDERAL PROJECT
 9008036 30366A 77-343 3-26-0080-0590

-01-

IN CONSIDERATION WHEREOF, SAID PARTY OF THE FIRST PART AGREES TO PAY TO SAID PARTY OF THE SECOND PART FOR ALL WORK DONE, THE FOLLOWING UNIT PRICES:

DESCRIPTION	ITEM CODE	QUANTITY	UNIT PRICE
PART 01			
UNDERGROUND CABLE, 1/C, #8, 600V, TYPE C	1087500	2000.00 L FT	4.6900
#8 BARE COPPER COUNTERPOISE WIRE	1087501	1000.00 L FT	.7600
1 BANK, 2" RIGID STEEL CONDUIT, JACKED IN PLACE	1107500	40.00 L FT	57.1200
CLEARING AND GRUBBING FENCE LINE	1517416	2965.00 L FT	2.5000
FENCE REMOVAL AND DISPOSAL	1517470	2640.00 L FT	.3100
REMOVE DOUBLE DRIVE GATE	1517474	2.00 EACH	50.0000
REMOVE WALKWAY GATE	1517475	3.00 EACH	20.0000
CHAIN-LINK FENCE, 4', CLASS E, WITH TOP AND BOTTOM RAILS	1620512	370.00 L FT	9.5500
CHAIN-LINK FENCE, 6', CLASS E, WITH TOP AND BOTTOM RAILS	1620522	14390.00 L FT	6.7600
FURNISH AND INSTALL WARNING SIGN ON FENCE	1620555	215.00 EACH	26.5000
4' SINGLE LEAF GATE, 6' CHAIN-LINK	1620625	3.00 EACH	260.0000
16' DOUBLE LEAF GATE, 6' CHAIN-LINK	1620729	3.00 EACH	732.0000
CHAIN LINK FENCE, 10', CLASS E	1627535	20660.00 L FT	8.8200
CHAIN LINK FENCE, 10', CLASS E, WITH DRIVE POSTS	1627536	7390.00 L FT	10.0700
4' SINGLE LEAF GATE, 4' CHAIN LINK AUTOMATIC CLOSING, CLASS E	1627600	5.00 EACH	275.0000
16' DOUBLE LEAF GATE, 10' CHAIN LINK, CLASS E	1627800	2.00 EACH	900.0000
16' SINGLE LEAF CANTILEVER GATE, 6' CLASS E, ELECTRIC WITH CARD OPERATOR	1627802	2.00 EACH	4180.0000
12" CORRUGATED STEEL PIPE (0.079")	7010701	120.00 L FT	18.6000
24" CORRUGATED STEEL PIPE (0.079")	7010712	144.00 L FT	28.2000
GALVANIZED STEEL END SECTION FOR 12" CSP	7010940	10.00 EACH	100.0000
GALVANIZED STEEL END SECTION FOR 24" CSP	7010944	12.00 EACH	210.0000
DITCH CROSSING BACKFILL, MDOT 22A	7017800	140.00 C YD	14.7500
MOBILIZATION AND GENERAL CONDITIONS	1000400	1.00 LSUM	8600.0000
SAFETY AND SECURITY	1000410	1.00 LSUM	1200.0000
WEST T-HANGAR 16' GATE ELECTRIC SERVICE	1097500	1.00 LSUM	836.0000
ELECTRIC GATE ELECTRIC SERVICE	1097501	1.00 LSUM	2142.0000
24' SINGLE LEAF CANTILEVER GATE, 10' CHAIN LINK	1627801	1.00 EACH	3626.0000

DESCRIPTION	ITEM CODE	QUANTITY	UNIT PRICE
PART 01			
20' SINGLE LEAF CANTILEVER GATE, 4' CLASS E, ELECTRIC WITH KEYPAD OPERATOR	1627803	1.00 EACH	4840.0000

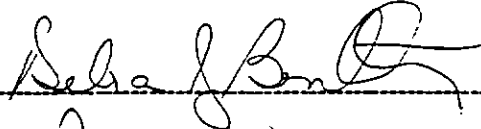
Neither the contractor nor his subcontractors shall discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his age, except where based on a bona fide occupational qualification, or his race, color, religion, national origin, or ancestry; and they will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this contract. The parties further covenant that they will comply with the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this contract.

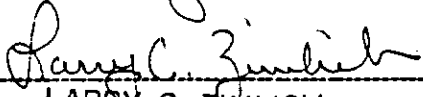
IN WITNESS WHEREOF, The parties hereto have set their hands the day and year first above written.

WITNESSES:

County of St. Clair

By _____





LARRY C. ZMLICH
OFFICE MANAGER

CONTRACTOR

USX Corporation

a Delaware Corp.

By 
T. J. STANEK
DISTRICT MANAGER

Said party of the first part further agrees to pay the said party of the second part for such extra work as may be ordered by the party of the first part or his authorized representative, prices for which are not included in the above items, the price or on the basis agreed upon before such extra work is begun.

It is further understood and agreed that time is of the essence of this contract, and that the work shall be so conducted and supervised by the party of the second part as to insure its completion in accordance with the following schedule, each item of work to be completed on or before the date named thereafter:

Start work within ten (10) days of the date specified in the written notice to proceed.

The entire contract shall be completed in ~~by~~ Sixty-three (63) calendar days.

Liquidated damages will be assessed at the rate of \$ 400.00 per calendar day for failure complete the contract within the specified time limits.

Appendix A hereto attached shall be a part of this contract.

Cyclone Fence
General Office
13535 South Torrence Avenue
Chicago, IL 60633-1899

312 646 6116
1-800-CYCLONE



**Cyclone
Fence**

I, MERVIN R. OSWALD, Assistant Secretary of USX Corporation, Successor in name and interest to United States Steel Corporation, a Delaware corporation, do hereby certify that the following is a true and correct copy of a resolution that was adopted by the Corporate Policy Committee of said Corporation at a meeting of said Committee duly held on December 15, 1986, and said resolution continues in full force and effect at this date:

RESOLVED: That the General Manager, the Manager and any Sales, District, Assistant District, and Contracting Manager, Office or Service Manager of Cyclone Fence, be, and each of them hereby is, authorized and empowered for and on behalf of this Corporation to execute any and all tenders, proposals, order acceptances, contracts and other documents relating to the sale of products or services of this Corporation within its commercial responsibilities.

FURTHER RESOLVED: That the prior authorization of August 20, 1982 by the Corporate Policy Committee with respect to the subject of the foregoing resolution be, and the same hereby is, superseded.

WITNESS my hand and seal of the Corporation this _____ day
of _____, 19____.


Assistant Secretary

rg

St. Clair International Airport
Location Port Huron, Michigan
FM 77-3-C43 Job: 30366A
Project No. 3-26-0080-0590

Date August 29, 1990

Contract No. 9008-036

**CERTIFICATION OF NONSEGREGATED FACILITIES
BY PRIME CONTRACTOR**

The USX Corporation, Cyclone Fence certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The USX Corp., Cyclone Fence certifies further that he will not maintain or provide for his employees segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The USX Corporation, Cyclone Fence agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or any other reason. The USX Corp., Cyclone Fence agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in their files.

Witness:

Larry C. Zimlich
LARRY C. ZIMLICH
OFFICE MANAGER

USX Corporation, Cyclone Fence
Contractor 320' N. Washington Square
Lansing, Michigan 48933
Business Address

By T. J. Stanek T. J. STANEK
Signature DISTRICT MANAGER Title

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

August, 1985

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinbefore set forth in Section I of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individuals ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contact or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and, or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission* finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and, or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

*The Civil Rights Commission referred to is the Michigan Civil Rights Commission.

SPECIAL PROVISIONS TAXES

The Contractor shall include and be deemed to have included in his bid and contract price all Michigan Sales and Use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the bid date.

GENERAL REQUIREMENT FOR RECIPIENTS
Excerpts from USDOT Regulation 49 CFR, Part 23

1 of 2

A. 23.5 and 23.62 Definitions

"Minority" means a person who is a citizen or lawful permanent resident of the United States and who is:

- (a) Black (a person having origins in any of the black racial groups of Africa);
- (b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- (c) Portuguese (a person of Portuguese, Brazilian, or other Portuguese culture or origin, regardless of race);
- (d) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- (e) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America.)
- (f) Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

"Minority Business Enterprise" or "MBE" means a small business concern, as defined pursuant to section 3 of the Small Business Act and implementing regulations, which is owned and controlled by one or more minorities or women. This definition applies only to financial assistance programs. For the purposes of this part, owned and controlled means a business:

- (a) Which is at least 51 per centum owned by one or more minorities or women or, in the case of a publicly owned business, at least 51 per centum of the stock of which is owned by one or more minorities or women; and
- (b) Whose management and daily business operations are controlled by one or more such individuals.

"Disadvantaged Business" means a small business concern: (a) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Small Business Concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$14 million over the previous three fiscal years. The Secretary shall adjust this figure from time to time for inflation.

"Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act. Recipients shall make a rebuttable presumption that individuals in the

following groups are socially and economically disadvantaged. Recipients also may determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged.

B. 23.43 General Requirements for Recipients

23.43 General requirements for recipients.

(a) Each recipient shall agree to abide by the statements in paragraphs (a) (1) and (2) of this section. These statements shall be included in the recipient's DOT financial assistance agreement and in all subsequent agreements between the recipient and any subrecipient and in all subsequent DOT-assisted contracts between recipients or subrecipients and any contractor.

(1) "Policy. It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the MBE requirements of 49 CFR Part 23 apply to this agreement."

(2) "MBE Obligation. (i) The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

C. 23.47 Counting MBE Participation toward meeting MBE goals

(e) (1) A recipient or contractor may count toward its MBE, DBE or WBE goals 60 percent of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE OR WBE regular dealer, and 100 percent of such expenditures to an MBE, WBE, OR DBE manufacturer.

(2) For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the recipient or contractor.

(3) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

D. 23.49 Maintenance of Records and reports

23.49 Maintenance of records and reports.

(2) Awards to MBE's. These awards shall be measured against projected MBE awards and/or MBE goals. To assist in this effort, the applicant shall obtain regular reports from prime contractors in their progress in meeting contractual MBE obligations.

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF AERONAUTICS-AIRPORT PROGRAM
FEDERAL REQUIREMENTS

This is a Standard Supplemental Provision for all Federally assisted construction contracts and is also Appendix "B" to all tiers of subcontracts, as applicable.

INFORMATION FOR CONTRACTORS, CONTRACT CLAUSES & REQUIREMENTS

GENERAL

The following clauses and requirements included herewith are applicable to federally assisted construction contracts and are made a part thereof:

- I. General and Labor Clauses for All Construction Contracts and Subcontractors.
- II. Labor Contract Clauses for Construction Contracts in Excess of \$2,000.
- III. Provisions Concerning Equal Employment Opportunity and Nonsegregated Facilities (41 CFR 60) for Construction Contracts in Excess of \$10,000.
- IV. Miscellaneous Clause Requirements for All Construction Contracts and Subcontracts Unless Otherwise Indicated.
- V. Minority Business Enterprise.
- VI. Clean Air and Water Pollution Control Requirements for All Construction Contracts and Subcontracts Exceeding \$100,000.

Federally-assisted contracts may be recognized by the prefix "FM" to the contract or proposal number.

Wherever reference is made to an Airport Improvement Program (AIP) project number or sponsor's name within the various paragraphs of Provisions I and II, the AIP project number or name of the Sponsor is as listed in the proposal forms.

WAGE RATES

The minimum wage rates referred to in Requirement II and attached to the contract documents are the most current on file at the Michigan Department of Transportation. Wage rate determinations, including all modifications issued by the Department of Labor for the location of the contract work, and their publication in the Federal Register is dated prior to ten (10) days preceding the date of bid opening, WILL apply to the contract. New wage rate decisions and modifications will be forwarded to bidders as soon as received by the Department. The Contractor, however, will be required to comply with applicable new or modified wage rates, even though he may not be furnished them prior to the bid opening.

EEO COMPLIANCE REVIEWS

Post-Award Compliance Review

Contracts and subcontracts of \$10,000 or more will be subject to a post-award compliance review by the Office of Federal Contract Compliance Programs.

The post-award compliance review will include a comprehensive review of the employment policies and practices of the Contractor(s)/Subcontractor(s), with special attention to those relating to recruitment, placement, promotion, and other areas of potential discrimination. The post-award compliance review will be conducted as soon as practicable after award of the contract/subcontracts.

I. GENERAL AND LABOR CLAUSES FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS.

A. Airport Improvement Program Project.

The work in this contract is included in Airport Improvement Program Project Number which is being undertaken and accomplished by the Sponsor in accordance with the terms and conditions of a grant agreement between the Sponsor and the United States, under the Airport and Airway Improvement Act of 1982, as amended, and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs of the project that are determined to be allowable project costs under that Act. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

B. Consent to Assignment. The Contractor shall obtain the prior written consent of the Sponsor to any proposed assignment of any interest in or part of this contract.

C. Convict Labor. No convict labor may be employed under this contract.

D. Veterans Preference. In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

E. Withholding: Sponsor from Contractor. Whether or not payments or advances to the Sponsor are withheld or suspended by the Federal Aviation Administration the Sponsor may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any Subcontractor on the work the full amount of wages required by this contract.

F. Nonpayment of Wages. If the Contractor or Subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract the Sponsor may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

G. FAA Inspection and Review. The Contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

H. Subcontracts. The Contractor shall insert in each of his subcontracts the provisions contained in paragraphs (A), (C), (D), (E), (F), (G), and also a clause requiring the Subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

I. Contract Termination. A breach of paragraphs (F), (G), and (H) of this section, may be grounds for termination of the contract.

II. LABOR CONTRACT CLAUSES FOR CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000.

A. Minimum Wages.

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the

Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of subparagraph A(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph (D) of this clause. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraphs (2)(a) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

2a. The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

ii. The classification is utilized in the area by the construction industry; and

iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates

contained in the wage determination.

b. If the Contractor, laborers, and mechanics to be employed in the classification (if known), or their representatives, and Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will advise the Contracting Officer within 30 days of receipt of approval, modification, or disapproval of every additional classification or will notify the Contracting Officer within the 30-day period that additional time is necessary. (Approved by the Office of Management & Budget under OMB Control No. 1215-0140.)

c. In the event the Contractor, or the laborers or mechanics to be employed in the classification, or their representatives, do not agree with the Contracting Officer on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and will so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary. (Approved by the Office of Management & Budget under OMB Control No. 1215-0140.)

d. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs 2(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit

which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

4. If the Contractor does not make payment to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management & Budget under OMB Control No. 1215-0140.)

B. Withholding. The Federal Aviation Administration shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and Basic Records.

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and

preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work.

Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under paragraph A(2)(b) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management & Budget under OMB Control 1215-0140 and 1215-0017.)

2a. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph c(1) above. This information may be submitted in any form desired. Optional Form

WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. (Approved by the Office of Management & Budget and under OMB control number 1215-0149.)

b. Each payroll submitted shall be accompanied by a "Statement of Compliance" and shall be signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

i. That the payroll for the payroll period contains the information required to be maintained under paragraph C(1) above and that such information is correct and complete;

ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph c.(2)(b) of this section.

d. The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of

Title 18 and Section 231 of Title 31 of the United States Code.

3. The Contractor or Subcontractor shall make the records required under paragraph C(1) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, Federal Aviation Administration, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

D. Apprentices and/or Trainees.

1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the Journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the Journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the Journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding Journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. Equal Employment Opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

E. Compliance with Copeland Act

Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

F. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in paragraphs (A) through (J) in Section II and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for

the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in 29 CFR 5.5.

G. General Termination: Debarment.

A breach of the contract clauses in paragraphs (A) through (J) and J(4) through (8) in Section II may be grounds for termination of the contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

H. Compliance with Davis-Bacon and Related Act Requirements. All

rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

I. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Contracting Agency, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of Eligibility.

1. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Overtime Requirements. No Contractor or Subcontractor contracting for any

part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

5. Violation: Liability for Unpaid Wages; Liquidated Damages. In the event any violation of the clause set forth in paragraph 4 above, the Contractor or any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4 above.

6. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the Sponsor shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (5) above.

7. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph J(4) through (7) and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs J(4) through (7).

8. Working Conditions. No Contractor or Subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

III. PROVISIONS CONCERNING EQUAL EMPLOYMENT OPPORTUNITY AND NONSEGREGATED FACILITIES (41CFR60)

SECTION A. Equal Employment Opportunity Clause for all Contracts and Subcontracts Exceeding \$10,000.

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees

placed on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice (to be provided) advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION B. Nonsegregated Facilities

NOTICE TO PROSPECTIVE FEDERALLY-ASSISTED CONSTRUCTION CONTRACTORS.

1. A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.

2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO PROSPECTIVE FEDERALLY-ASSISTED CONSTRUCTION SUBCONTRACTORS.

1. A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the equal opportunity clause.

2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt

from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SECTION C. Certification of Nonsegregated Facilities (Contractors/Subcontractors).

The (federally-assisted construction Contractor) certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The (federally-assisted construction Contractor) certifies further that he will not maintain or provide for his employees segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The (federally-assisted construction Contractor) agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term, "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or any other reason. The (federally-assisted construction Contractor) agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and

that he will retain such certifications in his files.

**SECTION D. Certifications of
Nonsegregated Facilities By Sponsors Of
Federal Assistance Who Are Themselves
Performing Construction Contracts.**

The Sponsor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It further certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Sponsor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. It further agrees that it will obtain identical certifications from proposed contractors prior to the award of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed contractors:

**NOTICE TO PROSPECTIVE CONTRACTS OF
REQUIREMENT FOR CERTIFICATION OF
NONSEGREGATED FACILITIES.**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the

Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in U.S.C. 1001.

**SECTION E. Notice of Affirmative Action
Program Requirements (14 CFR Part 152,
Subpart E).**

The Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

1. Contractors and first tier Subcontractors having 50 or more employees and who may be awarded a contract or subcontract for \$50,000 or more will, within 120 days from contract commencement, be required to develop a written affirmative action compliance program for each of its establishments.

2. Within 30 days after award of such contract, the Contractor shall file a compliance report (Standard Form 100) if the Contractor has not submitted a complete compliance report within 12 months preceding the date of award.

3. The Contractor shall require the Subcontractor on any first tier subcontracts, irrespective of dollar amount, to file a compliance report (Standard Form 100) within 30 days after award of subcontract if the following three conditions apply:

a. Subcontractor has 50 or more employees, and

b. Subcontractor has not submitted a complete Standard Form 100 within 12 months

preceding the date of award, and

c. Subcontractor is not a state or local government.

A Standard Form 100 will be furnished upon request. The Standard Form 100 is normally furnished Contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, it may be obtained by writing to the following address: Joint Reporting Committee, 1800 G Street, Washington, D.C. 20506.

SECTION F. Affirmative Action Requirements and Standard EEO Contract Specifications which apply to all Contracts and Subcontracts in excess of \$10,000.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED).

1. The bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specification" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE

Geographical Area	Goals (Percent)
Statewide	6.9

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE

Geographical Area (By Counties)	Goals (Percent)
Lapeer, Livingston, Macomb, Oakland, St. Clair, Wayne	17.7
Sanilac	16.7

Saginaw	14.3
Genesee, Shiawassee	12.6
Muskegon, Oceana	9.7
Monroe	8.8
Washtenaw	8.5
Lenawee	7.3
Barry, Calhoun	7.2
Berrien, Cass, St. Joseph	6.2
Kalamazoo, VanBuren	5.9
Clinton, Eaton, Ingham, Ionia	5.5
Branch, Hillsdale	5.5
Alcona, Alpena, Arenac, Cheboygan, Chippewa, Clare, Crawford, Gladwin, Gratiot, Huron, Iosco, Isabella, Luce, Mackinac, Midland, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Tuscola	5.2
Kent, Ottawa	5.2
Jackson	5.1
Allegan, Antrim, Benzle, Charlevoix, Emmet, Grand Traverse, Kalkaska, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Newaygo, Osceola, Wexford	4.9
Bay	2.2
Gogebic, Ontonagon	1.2
Alger, Baraga, Delta, Dickinson, Houghton, Iron, Keweenaw, Marquette, Menominee, Schoolcraft	1.0

Timetable: UNTIL FURTHER NOTICE

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical

area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

CONTRACTOR SHALL COMPLY

3. The Contractor shall provide written notifications to the

Michigan Department of Transportation
Contracts Office
P.O. Box 3000
Lansing, Michigan 48909

and the

U.S. Department of Labor
ESA/OFCOP
477 Michigan Avenue, Room 611
Detroit, Michigan 48226

within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and

telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

NOTE: Notification to the OFCCP is required only for those projects located in the Counties of Macomb, Oakland and Wayne.

Form CC257, required by OFCCP, is available from the OFCCP Director.

For counties not listed above, it is not necessary to report on this project. However, the information should be maintained as it may be required at a later date.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the geographical area (state, county, and city) where the contract is being performed.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246, AS AMENDED).

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islanders (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and time tables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs (7)(a) through (7)(p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress towards its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women, shall excuse the Contractor's obligations under these specifications, Executive Order 11246, as amended, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort

to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (7)(b) above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including a specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and

community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

J. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classification, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7)(a) through (p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7)(a) through (p) of these specifications, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunities and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

10. The Contractor shall not use the goals and time tables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, as least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application

of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

IV. MISCELLANEOUS CLAUSE REQUIREMENTS FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS UNLESS OTHERWISE INDICATED

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

A. Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21), as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Contractor shall provide all information and

reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor, State, or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and Instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it, the State, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

2. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take action with respect to any subcontract or procurement as the Sponsor, the State, or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

G. Breach of Contract Terms - Sanctions. Contracts/Subcontracts shall contain such contractual provision or conditions which will allow for administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. A sample clause is:

"Any violation or breach of the terms of this contract on the part of Contractor/Subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of parties of this agreement."

H. Contract Termination (For Contracts In Excess of \$10,000). This contract may be terminated by the grantee for default or any other conditions or circumstances beyond the control of the Contractor. Termination conditions, the manner by which it will be affected, and the basis for settlement are included in the General Provisions for Construction of Airports.

I. Rights to Inventions - Materials (For Contracts or Agreements Involving Imported Products, Processes, Methods, etc.). All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the recipient of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor.

Y. MINORITY BUSINESS ENTERPRISE.

It is the policy of the Michigan and Federal Departments of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the Minority Business Enterprise Requirements of 49 CFR Part 23 apply to this contract.

The Contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and

subcontracts financed in whole or in part with federal funds provided under this contract. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors and their Subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.

VI. CLEAN AIR AND WATER POLLUTION CONTROL
REQUIREMENTS FOR ALL CONSTRUCTION
CONTRACTS AND SUBCONTRACTS EXCEEDING
\$100,000.

Contractors and Subcontractors Agree:

A. That any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.

B. To comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations issued thereunder.

C. That as a condition for award of a contract they will notify the Awarding Official of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities.

D. To include or cause to be included in any contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

FEDERAL WAGE RATES

NAME OF AIRPORT St. Clair County International Airport
 LOCATION Port Huron, Michigan COUNTY St. Clair
 PROJECT NO. 3-26-0080-0590 CONTRACT NO. FM 77-3-C43
 DESCRIPTION OF CONTRACT Perimeter Fencing (42,810+ L FT)

AIRPORT CONSTRUCTION

BUILDING CONSTRUCTION

MICHIGAN WAGE DECISION NO(S). MI90-7 & 5, DATED 1/5/90

MODIFICATIONS TO WAGE DECISION(S) (if any):

MI90-7 (Statewide)

MI90-5 (Building)

MOD. NO.	DATE	MOD. NO.	DATE
1	2/23/90	1.	2/23/90
2	4/20/90	2	4/20/90



GENERAL WAGE DECISION NO. MI90-7

Supersedes General Wage Decision No. MI89-7

State: MICHIGAN

County(ies): STATEWIDE

Construction Type: AIRPORT, BRIDGE, HIGHWAY AND SEWER

Construction Description: AIRPORT, BRIDGE, HIGHWAY, AND SEWER CONSTRUCTION
(Exclusive of Buildings) (does not include TV/Grout work).

Modification Record:

No.	Publication Date	Page No. (s)
1	Feb. 23, 1990	496
2	April 20, 1990	496



M190-7

	BASIC HOURLY RATES	FRINGE BENEFITS
*CARPENTERS	17.16	3.20
CEMENT MASONS: (Cement Masonry related to Highway, Road and Street Construction):		
General contracts over \$400,000:		
Area 1	17.94	2.62
Area 2	17.16	2.62
General contracts \$400,000 or less:		
Area 1	16.10	2.62
Area 2	13.63	2.62
General contracts \$50,000 or less:		
Area 1	16.10	2.62
Area 2	12.63	2.62
IRONWORKERS; STRUCTURAL & REINFORCING:		
AREA 1:		
General Contracts \$7 million or greater	17.17	5.90
General Contracts less than \$7 million	15.90	5.90
AREA 2:		
Machinery movers, riggers and machinery erectors	15.50	4.06
AREA 3	14.55	6.46
AREA 4:		
All work pertaining to metal fence and guard- rails and all it's accessories and related components on highway and airport	15.91	4.14
All other work	20.63	4.14
AREA 5:		
Machinery movers, riggers and machinery erectors	18.17	8.33
Ornamental & Structural	17.87	9.20
Reinforcing	15.37	11.49+ .64%
LINE CONSTRUCTION:		
AREA 1:		
Line worker; Technician	19.33	2.20 + 13.5%
Cable Splicer	20.14	2.20 + 13.5%
Combination Equipment Operator and Groundman	15.53	2.20 + 13.5%
Combination Driver - Ground Groundman	14.63	2.20 + 13.5%
	13.49	2.20 + 13.5%
AREA 2:		
Lineworker; Technician	16.60	1.25+ 8.5%+ A
Cable Splicer	17.28	1.25+ 8.5%+ A
Combination Digger Operator or Tractor Operator	12.93	1.25+ 8.5%+ A
Light Equipment Operator, Groundman Distribution Line Truck Driver/ Operator, Groundman	11.35	1.25+ 8.5%+ A
Combination Winch Truck Driver/ Groundman	10.82	1.25+ 8.5%+ A
Combination Truck Driver/Groundman	9.16	1.25+ 8.5%+ A
PAINTERS:		
AREA 1:		
Group 1	12.95	1.97



MI90-7

Group 2	13.20	1.97
Group 3	13.45	1.97
Group 4	13.95	1.97
Group 5	17.05	3.80
Group 6	14.45	1.97
Group 7	15.75	1.97
AREA 2:		
Brush, pan roller, taping and sign	14.19	2.25
Spray, sand blasting and swing stage	15.39	2.25
Steeplejack	15.04	2.25
Mechanical roller	14.89	2.25
Vinyl hanger	14.39	2.25
AREA 3:		
Brush and roller	13.50	
Structural steel-brush; mechanical pressure roller; paperhanging; sign and pictorial; drywall	14.00	
Spray; sand blasting; hydroblast, steam clean, power grinders and tools	14.50	
Painting and sand blasting inside tanks and vessels and penstocks and tubes; steeplejack	15.50	
Commercial repaint:		
Brush	9.25	
Spray	9.75	
AREA 4	16.26	2.72
AREA 5:		
Brush	17.05	5.305
Spray	17.85	5.305
AREA 6:		
Brush and roller	14.50	2.96
Paper and vinyl hangers; Sand-blasting, steam cleaning & acid cleaning, swing stage, boatswain chair, window jacks, brush & preparatory work above 30 ft. in height (additional 10 cents per hour for each additional 15 ft.	14.80	2.96
Pressure roller	15.30	2.96
Spray gun work and spray helpers, pick pullers; Hazardous work; steeple jack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power-line towers and bridges	15.00	2.96
Application of paint by mitt	15.30	2.96
AREA 7:		
New construction:		
Brush, roller, mitts, drywall taping	14.18	3.01
Wall covering	14.48	3.01
Spray, sandblast, swing stage, boatswain chair, spider; elevated water towers, radio towers, power line towers, steeples, smoke stacks, bridges over water or moving traffic and tanks over 40 ft.	14.93	3.01



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Hazardous work	15.18	3.01
Repaint work:		
Brush, roller, mitts, drywall taping	12.76	3.01
Wall covering	13.06	3.01
Spray, sandblast, swing stage, boatswain chair, spider; elevated water towers, radio towers, power line towers, steeples, smoke stacks, bridges over water or moving traffic and tanks over 40 ft.	13.51	3.01
Hazardous work	13.76	3.01
AREA 8:		
Brush	15.65	2.81
Spray	16.55	2.81
AREA 9:		
Brush; Roller	14.01	
Sandblasting; Steamcleaning; Water-blasting; Spray	14.75	
FLAG & SIGNAL PERSON	7.22	
LABORERS: AIRPORT, BRIDGE, & HIGHWAY CONSTRUCTION:		
Pavement Markers:		
Area 1:		
Group 1	12.84	2.64
Group 2	9.82	2.64
Area 2:		
Group 1	11.94	2.64
Group 2	8.94	2.64
LABORERS: AIRPORT, BRIDGE, & HIGHWAY CONSTRUCTION:		
General Contracts over \$400,000:		
AREA 1:		
Class A	15.42	3.14
Class B	15.12	3.14
Class B-1	14.91	3.14
Class B-2	14.65	3.14
Class C	14.83	3.14
Class D	14.65	3.14
Class E	14.55	3.14
Class F	14.52	3.14
AREA 2:		
Class A	14.51	3.14
Class B	14.17	3.14
Class B-1	14.30	3.14
Class B-2	14.04	3.14
Class C	13.95	3.14
Class D	13.95	3.14
Class E	13.65	3.14
Class F	13.51	3.14
AREA 2A:		
Class A	13.97	3.14
Class B	13.66	3.14
Class B-1	13.75	3.14
Class B-2	13.50	3.14



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Class C	13.40	3.14
Class D	13.19	3.14
Class E	13.10	3.14
Class F	13.14	3.14
AREA 3:		
Class A	13.81	3.14
Class B	13.38	3.14
Class B-1	13.76	3.14
Class B-2	13.53	3.14
Class C	13.32	3.14
Class D	13.03	3.14
Class E	12.89	3.14
Class F	12.82	3.14
AREA 3A:		
Class A	13.61	3.14
Class B	13.18	3.14
Class B-1	13.58	3.14
Class B-2	13.32	3.14
Class C	10.26	3.14
Class D	10.04	3.14
Class E	9.93	3.14
Class F	9.86	3.14
AREA 4:		
Class A	13.81	3.14
Class B	13.38	3.14
Class B-1	13.76	3.14
Class B-2	13.53	3.14
Class C	11.32	3.14
Class D	11.03	3.14
Class E	10.89	3.14
Class F	10.82	3.14
General Contracts \$400,000 and less, but greater than \$50,000:		
AREA 1:		
Class A	13.77	3.14
Class B	13.50	3.14
Class B-1	13.31	3.14
Class B-2	13.07	3.14
Class C	13.24	3.14
Class D	13.07	3.14
Class E	12.98	3.14
Class F	12.96	3.14
AREA 2:		
Class A	11.39	3.14
Class B	11.12	3.14
Class B-1	11.22	3.14
Class B-2	11.01	3.14
Class C	10.94	3.14
Class D	10.75	3.14
Class E	10.70	3.14
Class F	10.59	3.14

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AREA 2A:		
Class A	10.96	3.14
Class B	10.71	3.14
Class B-1	10.78	3.14
Class B-2	10.58	3.14
Class C	10.50	3.14
Class D	10.33	3.14
Class E	10.26	3.14
Class F	10.17	3.14
AREA 3:		
Class A	10.83	3.14
Class B	10.48	3.14
Class B-1	10.79	3.14
Class B-2	10.60	3.14
Class C	10.44	3.14
Class D	10.20	3.14
Class E	10.09	3.14
Class F	10.04	3.14
AREA 3A:		
Class A	10.67	3.14
Class B	10.32	3.14
Class B-1	10.64	3.14
Class B-2	10.44	3.14
Class C	10.26	3.14
Class D	10.04	3.14
Class E	9.93	3.14
Class F	9.86	3.14
AREA 4:		
Class A	11.81	3.14
Class B	11.38	3.14
Class B-1	11.76	3.14
Class B-2	11.53	3.14
Class C	11.32	3.14
Class D	11.03	3.14
Class E	10.89	3.14
Class F	10.82	3.14
General Contracts \$50,000 and less:		
AREA 1:		
Class A	13.77	3.14
Class B	13.56	3.14
Class B-1	13.31	3.14
Class B-2	13.07	3.14
Class C	13.24	3.14
Class D	13.07	3.14
Class E	12.98	3.14
Class F	12.96	3.14
AREA 2:		
Class A	10.39	3.14
Class B	10.12	3.14
Class B-1	10.22	3.14
Class B-2	10.01	3.14
Class C	9.94	3.14



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Class D	9.75	3.14
Class E	9.70	3.14
Class F	9.59	3.14
AREA 2A:		
Class A	9.96	3.14
Class B	9.71	3.14
Class B-1	9.78	3.14
Class B-2	9.58	3.14
Class C	9.50	3.14
Class D	9.33	3.14
Class E	9.26	3.14
Class F	9.17	3.14
AREA 3:		
Class A	9.83	3.14
Class B	9.48	3.14
Class B-1	9.79	3.14
Class B-2	9.60	3.14
Class C	9.44	3.14
Class D	9.20	3.14
Class E	9.09	3.14
Class F	9.04	3.14
AREA 3A:		
Class A	9.67	3.14
Class B	9.32	3.14
Class B-1	9.64	3.14
Class B-2	9.44	3.14
Class C	9.26	3.14
Class D	9.04	3.14
Class E	9.93	3.14
Class F	9.86	3.14
AREA 4:		
Class A	11.81	3.14
Class B	11.38	3.14
Class B-1	11.76	3.14
Class B-2	11.53	3.14
Class C	11.32	3.14
Class D	11.03	3.14
Class E	10.89	3.14
Class F	10.82	3.14
LANDSCAPE LABORERS - HIGHWAY CONSTRUCTION ORNAMENTAL PROJECTS ONLY (for sodding and seeding. See Class F Laborer - Misc., Unskilled Labor)		
AREA 1:		
Class A	9.25	I
Class B	7.17	I
AREA 2:		
Class A	8.83	I
Class B	6.75	I
LABORERS: OPEN CUT CONSTRUCTION: General contracts over \$400,000:		
Zone 1:		
Class 1	13.97	4.84



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Class 2	14.08	4.84
Class 3	14.13	4.84
Class 4	14.19	4.84
Class 5	14.25	4.84
Zone 2:		
Class 1	13.45	3.19
Class 2	13.55	3.19
Class 3	16.61	3.19
Class 4	13.66	3.19
Class 5	13.71	3.19
Zone 3:		
Class 1	13.50	3.19
Class 2	13.61	3.19
Class 3	13.71	3.19
Class 4	13.78	3.19
Class 5	13.91	3.19
Zone 4:		
Class 1	13.03	3.19
Class 2	13.15	3.19
Class 3	13.27	3.19
Class 4	13.32	3.19
Class 5	13.44	3.19
Zone 5:		
Class 1	13.50	3.19
Class 2	13.61	3.19
Class 3	13.71	3.19
Class 4	13.78	3.19
Class 5	13.91	3.19
Zone 6:		
Class 1	13.10	3.74
Class 2	13.16	3.74
Class 3	13.26	3.74
Class 4	13.33	3.74
Class 5	13.46	3.74
Zone 7:		
Class 1	13.39	3.19
Class 2	13.53	3.19
Class 3	16.63	3.19
Class 4	16.68	3.19
Class 5	13.82	3.19
Zone 8:		
Class 1	11.99	3.19
Class 2	12.10	3.19
Class 3	12.21	3.19
Class 4	12.28	3.19
Class 5	12.40	3.19
Zone 9:		
Class 1	11.02	3.19
Class 2	11.16	3.19
Class 3	11.27	3.19
Class 4	11.32	3.19
Class 5	11.43	3.19
Zone 10:		
Class 1	10.62	3.19
Class 2	10.75	3.19
Class 3	10.85	3.19
Class 4	10.92	3.19



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Class 5	11.02	3.19
Zone 11:		
Class 1	12.13	3.19
Class 2	12.55	3.19
Class 3	12.38	3.19
Class 4	12.48	3.19
Class 5	12.48	3.19
General contracts \$400,000 or less:		
Zone 1:		
Class 1	12.72	4.84
Class 2	12.83	4.84
Class 3	12.88	4.84
Class 4	12.94	4.84
Class 5	13.00	4.84
Zone 2:		
Class 1	11.70	3.19
Class 2	11.81	3.19
Class 3	11.86	3.19
Class 4	11.91	3.19
Class 5	11.96	3.19
Zone 3:		
Class 1	11.50	3.19
Class 2	11.61	3.19
Class 3	11.71	3.19
Class 4	11.78	3.19
Class 5	11.91	3.19
Zone 3A:		
Class 1	11.75	3.19
Class 2	11.86	3.19
Class 3	11.96	3.19
Class 4	12.03	3.19
Class 5	12.16	3.19
Zone 4:		
Class 1	11.03	3.19
Class 2	11.15	3.19
Class 3	11.27	3.19
Class 4	11.32	3.19
Class 5	11.44	3.19
Zone 5:		
Class 1	11.50	3.19
Class 2	11.61	3.19
Class 3	11.71	3.19
Class 4	11.78	3.19
Class 5	11.91	3.19
Zone 6:		
Class 1	11.05	3.74
Class 2	11.06	3.74
Class 3	11.26	3.74
Class 4	11.33	3.74
Class 5	11.46	3.74
Zone 7:		
Class 1	11.39	3.19
Class 2	11.52	3.19
Class 3	11.63	3.19
Class 4	11.68	3.19
Class 5	11.82	3.19
Zone 8:		



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Class 1	9.99	3.19
Class 2	10.10	3.19
Class 3	10.21	3.19
Class 4	10.28	3.19
Class 5	10.40	3.19
Zone 9:		
Class 1	9.02	3.19
Class 2	9.16	3.19
Class 3	9.27	3.19
Class 4	9.32	3.19
Class 5	9.43	3.19
Zone 10:		
Class 1	8.62	3.19
Class 2	8.75	3.19
Class 3	8.85	3.19
Class 4	8.92	3.19
Class 5	9.02	3.19
Zone 11:		
Class 1	10.13	3.19
Class 2	10.25	3.19
Class 3	10.38	3.19
Class 4	10.43	3.19
Class 5	10.48	3.19
LABORERS: TUNNEL, SHAFT & CAISSON		
CONSTRUCTION:		
General contracts over \$400,000:		
Zone 1:		
Class 1	14.12	4.84
Class 2	14.21	4.84
Class 3	14.27	4.84
Class 4	14.45	4.84
Class 5	14.69	4.84
Class 6	14.99	4.84
Zone 2:		
Class 1	14.15	3.74
Class 2	14.21	3.74
Class 3	14.29	3.74
Class 4	14.45	3.74
Class 5	14.69	3.74
Class 6	14.98	3.74
Zone 3:		
Class 1	14.62	3.19
Class 2	14.71	3.19
Class 3	14.79	3.19
Class 4	14.95	3.19
Class 5	15.19	3.19
Class 6	15.48	3.19
General contracts \$400,000 or less:		
Zone 1:		
Class 1	12.87	4.84
Class 2	12.96	4.84
Class 3	13.02	4.84
Class 4	13.20	4.84
Class 5	13.44	4.84
Class 6	13.74	4.84
Zone 2:		
Class 1	12.15	3.74

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Class 2	12.21	3.74
Class 3	12.29	3.74
Class 4	12.45	3.74
Class 5	12.29	3.74
Class 6	12.98	3.74
Zone 3:		
Class 1	12.62	3.19
Class 2	12.71	3.19
Class 3	12.79	3.19
Class 4	12.95	3.19
Class 5	13.19	3.19
Class 6	13.48	3.19
POWER EQUIPMENT OPERATORS:		
AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION:		
ZONE 1:		
General contracts over \$400,000:		
CLASS 1	14.71	13%+ 5.00
CLASS 2	13.78	13%+ 5.00
CLASS 3	13.54	13%+ 5.00
CLASS 4	13.20	13%+ 5.00
General contracts \$400,000 or less:		
CLASS 1	13.82	13%+ 5.00
CLASS 2	12.89	13%+ 5.00
CLASS 3	12.45	13%+ 5.00
CLASS 4	12.32	13%+ 5.00
ZONE 2:		
General contracts over \$400,000		
CLASS 1	14.71	13%+ 5.00
CLASS 2	13.66	13%+ 5.00
CLASS 3	13.22	13%+ 5.00
CLASS 4	12.97	13%+ 5.00
General contracts \$400,000 or less		
CLASS 1	13.38	13%+ 5.00
CLASS 2	12.34	13%+ 5.00
CLASS 3	11.89	13%+ 5.00
CLASS 4	11.65	13%+ 5.00
General contracts of \$50,000 or less:		
Group 1	12.50	13%+ 5.00
Group 2	11.45	13%+ 5.00
Group 3	11.01	13%+ 5.00
Group 4	10.76	13%+ 5.00
POWER EQUIPMENT OPERATORS:		
UNDERGROUND CONSTRUCTION:		
General contracts over \$400,000		
Zone 1:		
Class 1	15.46	4.35 + 13%
Class 2	15.08	4.35 + 13%
Class 3	14.43	4.35 + 13%
Class 4	13.93	4.35 + 13%
Zone 2:		
Class 1	13.95	4.35 + 13%
Class 2	13.42	4.35 + 13%
Class 3	12.98	4.35 + 13%
Class 4	12.73	4.35 + 13%
General contracts \$400,000 or less:		
Zone 1:		
Class 1	14.58	4.35 + 13%

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Class 2	14.19	4.35	+ 13%
Class 3	13.55	4.35	+ 13%
Class 4	13.04	4.35	+ 13%
Zone 2:			
Class 1	12.62	4.35	+ 13%
Class 2	12.10	4.35	+ 13%
Class 3	11.65	4.35	+ 13%
Class 4	11.41	4.35	+ 13%
POWER EQUIPMENT OPERATORS:			
STEEL ERECTION:			
ZONE 1:			
CLASS 1	18.83	5.00	+ 13%
CLASS 2	19.72	5.00	+ 13%
CLASS 3	18.59	5.00	+ 13%
CLASS 4	19.48	5.00	+ 13%
CLASS 5	18.59	5.00	+ 13%
CLASS 6	19.48	5.00	+ 13%
CLASS 7	17.95	5.00	+ 13%
CLASS 8	18.83	5.00	+ 13%
CLASS 9	17.63	5.00	+ 13%
CLASS 10	18.51	5.00	+ 13%
CLASS 11	17.15	5.00	+ 13%
CLASS 12	13.29	5.00	+ 13%
CLASS 13	12.18	4.85	+ 13%
ZONE 2:			
CLASS A	18.10	5.00	
CLASS B	17.85	5.00	
CLASS C	17.35	5.00	
CLASS D	15.25	5.00	
CLASS E	13.90	5.00	
CLASS F	12.60	5.00	
ZONE 3:			
GROUP 1	14.17	4.30+	13%
GROUP 2	12.44	4.30+	13%
GROUP 3	11.34	4.30+	13%
SIGN INSTALLERS:			
Zone 1:			
General contracts over \$400,000:			
Group 1	14.0575	131.70	
Group 2	13.8075	131.70	
General contracts of \$400,000 or less:			
Group 1	12.8075	131.70	
Group 2	12.5575	131.70	
Zone 2:			
General contracts over \$400,000:			
Group 1	16.0375	131.70	
Group 2	12.8175	131.70	
General contracts of \$400,000 or less:			
Group 1	10.5675	131.70	
Group 2	10.3175	131.70	
General contracts of \$50,000 or less:			
Group 1	10.0675	131.70	
Group 2	9.8175	131.70	
TRUCK DRIVERS:			
AIRPORT, BRIDGES, & HIGHWAY CONSTRUCTION:			



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General contracts over \$400,000		
Zone 1:		
CLASS 1	15.93	.50 + C
CLASS 2	16.03	.50 + C
CLASS 3	16.18	.50 + C
Zone 2:		
CLASS 1	15.83	.50 + C
CLASS 2	15.93	.50 + C
CLASS 3	16.08	.50 + C
General contracts \$400,000 or less:		
Zone 1:		
CLASS 1	14.68	.50 + C
CLASS 2	14.78	.50 + C
CLASS 3	14.93	.50 + C
Zone 2:		
CLASS 1	13.33	.50 + C
CLASS 2	13.43	.50 + C
CLASS 3	13.58	.50 + C
General contracts \$50,000. or less:		
Zone 1:		
CLASS 1	12.93	.50 + C
CLASS 2	13.03	.50 + C
CLASS 3	13.18	.50 + C
Zone 2:		
CLASS 1	12.83	.50 + C
CLASS 2	12.93	.50 + C
CLASS 3	13.08	.50 + C
TRUCK DRIVERS:		
UNDERGROUND CONSTRUCTION		
Zone 1:		
General contracts over \$400,000:		
Group 1	15.77	3.29
Group 2	15.91	3.29
Group 3	16.10	3.29
General contracts of \$400,000 or less:		
Group 1	14.52	3.29
Group 2	14.66	3.29
Group 3	14.85	3.29
Zone 2:		
General contracts over \$400,000:		
Group 1	15.67	3.29
Group 2	15.81	3.29
Group 3	15.92	3.29
General contracts of \$400,000 or less:		
Group 1	13.17	3.29
Group 2	13.31	3.29
Group 3	13.42	3.29

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

FOOTNOTES:

A. SEVEN PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, and



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- Christmas Day (Provided the employee worked the scheduled work day preceding and following the day observed)
- B. \$99.50 per week per employee
 - C. \$145.70 per week per employee
 - D. \$65.00 per week per employee
 - E. \$89.50 per week per employee
 - F. \$76.50 per week per employee
 - G. \$98.50 per week per employee
 - H. \$80.30 per week per employee
 - I. Six Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

AREA DESCRIPTIONS

CEMENT MASONS:

- AREA 1: Genesee, Livingston, Macomb, Monroe, Oakland, Saginaw, Washtenaw, and Wayne Counties
- AREA 2: Remainder of State

IRONWORKERS:

- AREA 1: Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Leica, Mackinac, Marquette, Menominee, Ontonagon, and Schoolcraft Counties
- AREA 2: Allegan, Antrim, Barry, Benzie, Branch, Calhoun, Charlevoix, Eaton, Emmet, Grand Traverse, Hillsdale, Ionia, Kalamazoo, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Ottawa, St. Joseph, Van Buren, and Wexford Counties
- AREA 3: Berrien and Cass Counties
- AREA 4: Lenawee and Monroe Counties
- AREA 5: Remainder of State

LABORERS: AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION

LABORERS: PAVEMENT MARKERS:

- AREA 1: Lenawee, Macomb, Monroe, Oakland, Washtenaw and Wayne Counties
- AREA 2: Remainder of State

LABORERS: AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION

- AREA 1: Genesee, Macomb, Monroe, Oakland, Washtenaw, and Wayne Counties
- AREA 2: Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Lapeer, Lenawee, Livingston, Midland, Muskegon, Saginaw, Shiawassee, St. Clair, St. Joseph, Tuscola, and Van Buren Counties
- AREA 2A: Ionia, Kent, Montcalm, and Ottawa Counties



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AREA 3: Alcona, Alger, Alpena, Antrim, Arenac, Baraga, Benzie, Charlevoix, Cheboygan, Chippewa, Clare, Crawford, Delta, Dickinson, Emmet, Gladwin, Gogebic, Grand Traverse, Houghton, Iosco, Iron, Isabella, Kalkaska, Keweenaw, Lake, Leelanau, Luce, Mackinac, Manistee, Marquette, Mason, Menominee, Missaukee, Montmorency, Newaygo, Oceana, Ogemaw, Ontonagon, Oscoda, Otsego, Presque Isle, Roscommon, Schoolcraft and Wexford Counties
AREA 4: Mecosta and Osceola Counties

LABORERS: LANDSCAPE LABORERS

AREA 1: Genesee, Lapeer, Livingston, Macomb, Monroe, Oakland, St. Clair, Shiawassee, Washtenaw and Wayne Counties
AREA 2: Remainder of State

LABORERS: OPEN CUT CONSTRUCTION:

Area 1: Macomb, Oakland and Wayne Counties
Area 2: Livingston County (southeast part) and Washtenaw County
Area 3: Monroe, Sanilac and St. Clair Counties
Area 4: Hillsdale, Jackson and Lenawee Counties
Area 5: Clinton, Eaton, Ingham Counties; Ionia County (City of Portland), Livingston County (western part)
Area 6: Genesee, Lapeer and Shiawassee Counties
Area 7: Arenac, Bay, Clare, Gladwin, Gratiot, Huron, Isabella, Midland, Ogemaw, Roscommon, Saginaw and Tuscola Counties
Area 8: Allegan, Barry, Berrien, Branch, Calhoun, Cass, Eaton County (southwest part to City of Olivet), Kalamazoo, Lake County (eastern part), Muskegon, Newaygo, Oceana, St. Joseph and Van Buren Counties
Area 9: Ionia County (except the City of Portland), Kent, Mecosta, Montcalm, Osceola, and Ottawa Counties
Area 10: Alcona, Alpena, Antrim, Benzie, Charlevoix, Cheboygan, Crawford, Emmet, Grand Traverse, Iosco, Kalkaska, Lake County (western part), Leelanau, Manistee, Mason, Missaukee, Montmorency, Oscoda, Otsego, Presque Isle, Wexford Counties
Area 11: Entire Upper Peninsula

LABORERS: TUNNEL, SHAFT & CAISSON CONSTRUCTION:

Area 1: Macomb, Oakland and Wayne Counties
Area 2: Genesee, Lapeer & Shiawassee Counties
Area 3: Remainder of State

LINE CONSTRUCTION:

AREA 1: Huron County, Ingham County (Twp. of Leroy, Locke, Wheatfield, White Oak and Williamson), Lapeer County, Lenawee County (Twp. of Clinton and Macon), Livingston County (Except the Twp. of Cohoctah, Deerfield, Tyrone, and Unadilla), Macomb County, Monroe County (Except the Twp. of Bedford, Erie, Lasalle, and Whiteford), Oakland County (Except the Twp. of Holly), St. Clair, Sanilac, and Tuscola Counties, Washtenaw County (Except the Twp. of Lyndon, Manchester, Sharon, and Sylvan), and Wayne County
AREA 2: Remainder of State

PAINTERS:

AREA 1: Allegan County (Twp. of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); Ionia County (Twp. of Berlin, Boston, Campbell, Easton, Ionia, Keene, Odessa, Orange, Orleans, Otisco, Ronald and



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- Sebewa), Kent, Mecosta and Montcalm Counties; Newaygo County (Twps. of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcos); Osceola County (except the twps. of Marrion and the northeastern corners of Highland and Middle Branch); Ottawa County (Twps. of Allendale, Biandone, Chester, Georgetown, Holland, Janestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland)
- AREA 2: Allegan County (Southeast half), Barry County (Southwest half), Cass County (East half), Kalamazoo, St. Joseph Cos., Van Buren Co. (East half)
- AREA 3: Benzie, Lake, Manistee and Mason Cos.
- AREA 4: Huron Co. (East Half), St. Clair and Sanilac Cos.
- AREA 5: Hillsdale, Jackson, Lenawee Counties; Livingston County (east of Howell City Limits, south to Washtenaw County line and north to Genesee County line); Macomb, Monroe, Oakland, Washtenaw and Wayne Counties.
- AREA 6: Genesee, Lapeer and Shiawassee Counties
- AREA 7: Arenac, Bay, Clare, Gladwin, Gratiot Counties; Huron County (west half); Iosco, Isabella, Midland, Ogemaw Counties; Osceola County (north of Hwy. #10); Roscommon, Saginaw and Tuscola Counties
- AREA 8: Clinton County, Ingham County, Ionia County (including the Cities of Lyons, Muir and Portland); Livingston County (including Howell)
- AREA 9: Alcona, Alpena, Cheboygan, Emmet, Montmorency, Oscoda and Presque Isle Counties

POWER EQUIPMENT OPERATORS:

AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION:

- ZONE 1: Genesee, Macomb, Monroe, Oakland, Washtenaw, and Wayne Counties
- ZONE 2: Remainder of State

POWER EQUIPMENT OPERATORS:

UNDERGROUND CONSTRUCTION:

- Zone 1: Bay, Branch, Calhoun, Clinton, Eaton, Genesee, Gratiot, Hillsdale, Huron, Ingham, Jackson, Lapeer, Lenawee, Livingston, Macomb, Midland, Monroe, Oakland, Saginaw, Sanilac, Shiawassee, St. Clair, Tuscola, Washtenaw, Wayne Counties
- Zone 2: Remainder of State

POWER EQUIPMENT OPERATORS:

STEEL ERECTION:

- Zone 1: Lenawee, Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties
- Zone 2: Remainder of State
- Zone 3: Alger, Beraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luca, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties

SIGN INSTALLER:

- Zone 1: Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne Counties
- Zone 2: Remainder of State

TRUCK DRIVERS:

AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION:



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Zone 1: Genesee, Livingston, Macomb, Monroe, Oakland, Washtenaw,
and Wayne Counties

Zone 2: Remainder of State

TRUCK DRIVERS:

UNDERGROUND CONSTRUCTION:

Zone 1: Genesee, Macomb, Monroe, Oakland, St. Clair, Washtenaw
and Wayne Counties

Zone 2: Lapeer and Shiawassee Counties

DEFINITION OF GROUPS

LABORERS: AIRPORT, BRIDGE, & HIGHWAY CONSTRUCTION

LABORERS: PAVEMENT WORK

GROUP 1: Pavement Markers

GROUP 2: Cone Setters

LABORERS: AIRPORT, BRIDGE, & HIGHWAY CONSTRUCTION

CLASS A - Line-Form Setter for curb or pavement

CLASS B - Pipe Layer, Oxygen Gun

CLASS B-1 - Asphalt Raker

CLASS B-2 - Asphalt Tamper and Asphalt Raker Helper

CLASS C - Tunnel Miner (highway work only), Finishers Tender, Guard
Rail Builder, Highway and Median Barrier Installer (including sound
barrier and crash barrier), Fence Erector, Bottom, Powder, Wagon
Drill and Air Track Operators, Curb and Side Rail Setters' Helpers,
Diamond and Core Drill

CLASS D - Mixer Operator (less than 5 sacks), Air or Electric tool
operators (jackhammer, etc.), Spreader, Box (asphalt, stone, gravel
etc.) Concrete Paddler, Power Chain Saw Operator, Paving Batch
Truck Dumper, Asphalt Screed Checker, Grade Checker and Tunnel
Mucker (highway work only), Concrete Saw (under 40 h.p.), and Dry
Pack Machine.

CLASS E - Cement Handler or Dock, Top, Asphalt Dust Handler.

CLASS F - Asphalt Shoveler or Loader, Asphalt Plant Misc., Axe,
Batch Bin (no power), Burlap, Carpenter's Helper, Subgrade Labor
(hand tools), Yard, Guard Rail Builder's Helper, Highway and Median
Barrier Installer's Helper, Fence Erector's Helper, Dumper (wagon,
truck, etc.), Jetting Labor Joint Filling Labor, Misc. Unskilled
Labor, Powder Monkey (helper), Sprinkler Labor, Form Setting Labor,
Pavement Reinforcing, Handling and placing (e.g. wire mesh, steel
mats, dowel bars, etc.), Mason's or Bricklayer's Tender on
Manholes, Headwalls, etc., water proofing, seal coating and Slurry
Mix.

LABORERS: LANDSCAPE LABORERS:

CLASS A: Landscape specialist, including air, gas, diesel, electric
tool and/or equipment

CLASS B: Landscape laborer, truck driver, materials hauliers, and
small power equipment

LABORERS: OPEN CUT CONSTRUCTION

CLASS 1 - Construction Laborers



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- CLASS 2 - Mortar and Material Mixer, Concrete Form, Signal, Well Point, Manhole, Headwall and Catch Basin Builder, Guard Rail Builder and Fence Erector
- CLASS 3 - Air, Gasoline and Electric Tool Operator, Vibrator Operator, Driller Pump, Tar Kettle Operator, Bracers, Rodders, Reinforced Steel or Mesh (e.g. wire mesh, steel mats, dowel bars, etc.), Cement Finisher, Pipe Jacking and Boring, Wagon Drill and Air Track Operator and Concrete Saw Operator (under 40 h.p.), Windlass and Tugger.
- CLASS 4 - Trench or Excavating Grade.
- CLASS 5 - Pipe Layer (including crock, metal pipe, multi-plate or other conduits).

LABORERS: TUNNEL, SHAFT & CAISSON CONSTRUCTION

- CLASS 1 - Tunnel, Shaft and Caisson Laborer, Dump, Shanty, Hog House Tender, Testing (on gas).
- CLASS 2 - Manhole, Headwall, Catch Basin Builder, Bricklayer Tender, Mortar Machine, Material Mixer, Fence Erector and Guard Rail Builder
- CLASS 3 - Air Tool Operator (jackhammer, bush hammer & grinding), First bottom, Second Bottom, Cage Tender, Car Pusher, Carrier, Concrete, Concrete Form, Concrete Repair, Cement Invert Laborer, Cement Finisher, Concrete Shovelers, Conveyor, Floor, Gasoline and Electric Tool Operator, Gunnite, Grout Operator, Pump, Outside Lock Tender, Scaffold, Top Signal, Switch, Track, Tugger, Vibrator, Winch Operator, Pipe Jacking, Boring, Wagon Drill, Air Track Operator and Concrete Saw Operator, (under 40 h.p.).
- CLASS 4 - Tunnel, Shaft and Caisson Mucker, Bracer, Liner Plate, Long Haul Dinky Driver and Well Point.
- CLASS 5 - Tunnel, Shaft and Caisson Miner, Drill runner, Key Board Operator, Power Knife Operator, Reinforced Steel or Mesh (e.g. wire mesh steel dowel bars, etc.).
- CLASS 6 - Dynamite and Powder.

PAINTERS:

Area 1:

- Group 1: Brush
- Group 2: Paperhanging - wall coverings; Drywall finishers
- Group 3: Swing stage, window jack, and window belts
- Group 4: Spray decks
- Group 5: Bridges over highways or railroads; Steam cleaning, sandblasting, waterblast; Bridge work over rivers or lakes
- Group 6: Spray - pressure roller
- Group 7: Steeple jack or high work - 40 feet

POWER EQUIPMENT OPERATORS:

AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION

ZONES 1 & 2:

- CLASS 1 - Asphalt Plant Operator, Crane Operator, Dragline, Shovel Operator, Locomotive Operator, Paver (3 bags or more), Elevating Grader Operator, Pile Driving Operator, Roller (asphalt), Blade Grader Operator, Trenching Machine, (ladder or wheel type), Auto-Grader, Slip Form Paver, Self-Propelled or Tractor Drawn Scraper, Conveyor Loader Operator (euclid type), Endloader Operator, (1 yd. capacity or over), Bulldozer, Concrete Pump (3' and over), Swing Boom Truck (up to 12 ton capacity), Hoisting Engineer, Tractor Operator, Finishing Machine, Asphalt Mechanic, Pump Operator (6'



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discharge or over, gas, diesel powered or generator of 300 amp or over), Shoulder or Gravel Distributing Machine Operator (self-propelled), Backhoe (with over 3/8 yard bucket), Side Boom Tractor (type D-4 equivalent or larger), Tube Finisher (slip form paving), Gradall (and similar type machines), Asphalt Paver (self-propelled), Asphalt Planer (self-propelled), Batch Plant (Concrete-central mix, transit mix, shrink mix), Slurry Machine (asphalt), Roto Mill.

CLASS 2 - Sweeper (Wayne type & similar equipment), Screening Plant Operator, Washing Plant Operator, Crusher, Backhoe (with 3/8 yard bucket or less), Side Boom Tractor (smaller than D-4 type or equivalent), Batch Plant (concrete-dry mix).

CLASS 3 - Air Compressor Operator (500 cfm or more), Air Compressor (2 or more, less than 500 cfm), Wagon Drill Operator, Concrete Breaker, Tractor Operator (Farm type w/ attachments).

CLASS 4 - Boiler Firetender, Oiler, Firetender, Mechanic's Helper, Trencher (service Flexplane Operator, Cleftplane Operator, Grader (Self-propelled Fine Grade or Form (concrete)), Finishing Machine (concrete), Boom or Winch Truck Operator, Concrete Pump (under 3'), Mesh Installer (self-propelled), Endloader (under 1 yard capacity), Roller Operator (other than asphalt), Curing Equipment (self-propelled), Concrete Saw Operator (40 h.p. or over), Power Bin Operator, Plant Drier (asphalt), Vibratory Compaction Equipment (6 ft. wide or over), Guard Post Driver (power driven), All Mulching Equipment, Stump Remover, Farm Type Tractor Operator.

POWER EQUIPMENT OPERATORS: UNDERGROUND CONSTRUCTION

UNDERGROUND CONSTRUCTION:

ZONES 1 & 2:

Class I: Backfiller Tamper, Backhoe, Batch Plant Operator (concrete), Clanshell, Concrete Paver (two drum or larger), Conveyor Loader (euclid type), Crane (crawler, truck type or pile driving), Dozer (9 ft. blade and over), Dragline, Elevating Grader, Endloader (over 1 1/2 cubic yds. capacity), Gradall (and similar type equipment), Mechanic, Power Shovel, Roller (asphalt), Scraper (self-propelled or tractor drawn), Side Boom Tractor (type D-4 or equivalent and larger), Slip Form Paver, Slope Paver, Trencher (over 8 ft. digging capacity), Well Drilling Rig

Class II: Boom Truck (power swing type boom), Crusher, Dozer (less than 9 ft. blade), Endloader (1 1/2 cubic yds. capacity and smaller), Hoist, Pump (one or more - 6 in. discharge or larger - gas or diesel powered or powered by generator of 300 amps or more inclusive of generator), Side Boom Tractor (smaller than type D-4 or equivalent), Sweeper (Wayne type and similar equipment), Tractor (pneu-tired, other than backhoe or front end loader), Trencher (8 ft. digging capacity)

Class III: Air Compressors (500 cfm or larger), Air Compressors (two or more - less than 500 cfm), Boom Truck (non-swinging, non-powered type boom), Concrete Breaker (self-propelled or truck mounted - includes compressor), Concrete Paver (one drum 1-1/2 yd. or larger), Elevator (other than passenger),



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Maintenance Man, Mechanic Helper, Pump (two or more - 4 in. up to 6 in. discharge - gas or diesel powered - excluding submersible pumps, Pumpcrete Machine (and similar equipment), Wagon Drill (multiple), Welding Machine or Generator (two or more 300 amp. or larger/gas or diesel powered)

Class IV: Boiler, Concrete Saw (40 h.p. or over), Curing Machine (self-propelled), Farm Tractor (with attachment), Finishing Machine (concrete), Firetender, Hydraulic Pipe Pushing Machine, Mulching Equipment, Oiler, Pumps (two or more up to 4 in. discharge if used three hours or more a day - gas or diesel powered excluding submersible pumps), Roller (other than asphalt), Stump Remover, Trencher (service), Vibrating Compaction Equipment (self-propelled, 6 ft. wide or over)

POWER EQUIPMENT OPERATORS:

STEEL ERECTION

ZONE 1:

- Group 1: Crane operator when operating combination of boom and jib 220' or longer
- Group 2: Crane operator when operating combination of boom and jib 220' or longer on a Crane that requires an Oiler
- Group 3: Crane operator when operating combination of boom and jib 140' or longer
- Group 4: Crane operator when operating combination of boom and jib 140' or longer on a Crane that requires an Oiler
- Group 5: Tower Crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level)
- Group 6: Tower Crane and derrick operator (where operator's work station is 50 ft. or more above the first sub-level) on a crane that requires an Oiler
- Group 7: Crane operator when operating combination of boom and jib 120' or longer
- Group 8: Crane operator when operating combination of boom and jib 120' or longer on a Crane that requires an Oiler
- Group 9: Crane operator and job mechanic
- Group 10: Crane operator on a crane that requires an Oiler
- Group 11: Hoisting operator
- Group 12: Compressor and/or welder operator
- Group 13: Oiler or firetender

ZONE 2:

- CLASS A - Crane Operator with main Boom & Jib 220' or longer
- CLASS B - Crane Operator with main Boom & Jib 140' or longer, Tower Cranes, Gantry Cranes, Whirley Derrick.
- CLASS C - Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Job Mechanic.
- CLASS D - Air Tugger (single drum), Material Hoist, Pump (6' or over).
- CLASS E - Air Compressor, Welder, Generators, Conveyors.
- CLASS F- Oiler and Firetender.

SIGN INSTALLERS:

Zone 1 & 2:

- CLASS A - Performs all necessary labor uses all tools required to construct & set concrete forms required in the



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installation of highway & street signs
CLASS B - Performs all miscellaneous
labor, uses all hand and power tools,
& operates all other equipment, mobile
or otherwise, required for the
installation of highway & street signs

TRUCK DRIVERS: HIGHWAY, AIRPORT, & BRIDGE CONSTRUCTION
AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION:

Zones 1 & 2:

- CLASS 1 - Truck Drivers (less than 8 cyd capacity).
- CLASS 2 - Truck Drivers (8 cyd Capacity or over).
- CLASS 3 - Drivers (Euclid type equipment).

TRUCK DRIVERS:

UNDERGROUND CONSTRUCTION:

Zones 1 & 2:

- CLASS 1 - Truck Drivers on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, euclid, double bottom or fuel trucks.)
- CLASS 2 - Truck Drivers of Dump Trucks of 8 cubic yards capacity or over, Pole Trailers, Semis & Fuel Trucks.
- CLASS 3 - Truck Drivers on Low Boys, Euclid & Double Bottoms

Zone 4:

- CLASS 1 - Truck Drivers (Straight & dump trucks less than 8 cubic yards capacity.)
- CLASS 2 - Dump Trucks (8 cubic yards capacity & over), Tandem Axle & Semis.

Zone 5:

- CLASS 1 - Truck Drivers on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers & double bottoms.)
- CLASS 2 - Truck Drivers on Dump Trucks of 8 cubic yards capacity or over & Pole Trailers.
- CLASS 3 - Low Boys & Double Bottoms.
- CLASS 4 - Structural Steel Driver.

Zone 7:

- CLASS 1 - Truck Drivers.
- CLASS 2 - Yard
- CLASS 3 - Truck Drivers on trucks 8 cubic yards capacity or over, Mechanics.
- CLASS 4 - Semi Driver.

Zone 8:

- CLASS 1 - Straight or Dump Drivers.
- CLASS 2 - Semi &/or Double Bottoms.

Zone 9:

- CLASS 1 - Truck Drivers (less than 8 cubic yards capacity).
- CLASS 2 - Truck Drivers (8 cubic yards capacity & over.)
- CLASS 3 - Drivers (Euclid type equipment.)

Zone 10:

- CLASS 1 - Truck Drivers & General Warehouse Combination.
- CLASS 2 - Tandem Trucks & Trucks capacity 8 cubic yards or over
- CLASS 3 - Semis, Double Bottoms, Low Boys, Pitman Operators and/or related equipment.
- CLASS 4 - Euclid type, Bottom & End Dump Drivers.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(11)).



GENERAL WAGE DECISION NO. MI90-5

Supersedes General Wage Decision No. MI89-5

State: MICHIGAN

County(ies): BAY, GENESEE, HURON, LAPEER, SAGINAW, ST. CLAIR, SANILAC and TUSCOLA

Construction Type: BUILDING AND HEAVY

Construction Description: Building Construction (does not include single family homes and apartments up to and including 4 stories), (excluding Huron and Sanilac Counties), and Heavy Construction (does not include Bridge, Airport, Sewer, Water lines, or TV/Grout projects)

Modification Record:

No.	Publication Date	Page No. (s)
1	Feb. 23, 1990	481
2	Apr. 20, 1990	480-481



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	BASIC HOURLY RATES	FRINGE BENEFITS
ASBESTOS WORKERS:		
Area 1	18.85	5.91
Area 2	18.13	5.50
BOILERMAKERS	18.81	6.13
BRICKLAYERS:		
Area 1	17.99	4.55
Area 2	17.58	4.85
Area 3	15.32	3.55
*CARPENTERS:		
*Area 1:		
Carpenters & Piledrivers	19.23	22%+2.30
Millwrights	17.70	2.51+47%
Work on single family homes and apart- ments up to and including 3 stories.	16.93	4.49
*Area 2:		
Carpenters & Piledrivers	16.85	3.12
*Area 3:		
Carpenters	16.85	3.12
Soft Floor Layers	13.00	2.95
*Area 4:		
Carpenter & Piledrivers	17.45	3.12
CEMENT MASONS AND PLASTERERS:		
Area 1:		
Cement Masons	15.72	2.97
Plasterers	14.64	2.28
Area 2:		
Cement Masons	16.50	4.10
Plasterers	16.78	4.10
Area 3:		
Cement Masons	14.67	3.51
Plasterers	16.78	3.92
Area 4:		
Cement Masons	16.10	4.45
Plasterers	16.35	4.45
ELECTRICIANS:		
Area 1	17.66	3.05 + 3.5%
Area 2	20.37	2.20 + 3%
Area 3	17.74	4.40 + 3%
Area 4:		
Electricians	21.35	4.61 + 3%
Sound Technician	14.83	10.00 per week + c
ELEVATOR CONSTRUCTORS:		
Area 1:		
Mechanics	19.28	4.25 + a
Helpers	13.50	4.25 + a
Helpers (Probationary)	8.64	
Area 2:		
Mechanics	17.575	3.58 + a
Helpers	12.30	3.58 + a
Helpers (Probationary)	8.78	
GLAZIERS:		
Area 1	14.80	4.53



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Group 7	17.95	5.00 + 13%
Group 8	18.83	5.00 + 13%
Group 9	17.63	5.00 + 13%
Group 10	18.51	5.00 + 13%
Group 11	17.15	5.00 + 13%
Group 12	13.29	5.00 + 13%
Group 13	12.18	4.85 + 13%
Area 2:		
Group 1	18.10	5.00
Group 2	17.95	5.00
Group 3	17.35	5.00
Group 4	15.25	5.00
Group 5	13.90	5.00
Group 6	12.60	5.00
POWER EQUIPMENT OPERATORS:		
UNDERGROUND CONSTRUCTION:		
Contracts over \$400,000:		
Group 1	15.46	4.35 + 13%
Group 2	15.08	4.35 + 13%
Group 3	14.43	4.35 + 13%
Group 4	13.93	4.35 + 13%
Contracts \$400,000 or less:		
Group 1	14.58	4.35 + 13%
Group 2	14.19	4.35 + 13%
Group 3	13.55	4.35 + 13%
Group 4	13.04	4.35 + 13%

AREA DESCRIPTIONS

ASBESTOS WORKERS:

- Area 1: St. Clair County
- Area 2: Remainder of Counties

BRICKLAYERS:

- Area 1: Genesee and Lapeer Counties
- Area 2: St. Clair and Sanilac Counties
- Area 3: Remainder of Counties

CARPENTERS:

- Area 1: Sanilac County (except the townships of Evergreen, Greenleaf, Lamotte and Marlotte)
- Area 2: Sanilac County (townships of Evergreen, Greenleaf, Lamotte and Marlotte)
- Area 3: Remainder of Counties
- Area 4: Genesee and Lapeer Counties

CEMENT MASONS AND PLASTERERS:

- Area 1: Genesee County
- Area 2: St. Clair and Sanilac Counties
- Area 3: Remainder of Counties
- Area 4: Lapeer County

ELECTRICIANS:

- Area 1: Bay County, and Tuscola County (townships of Akron and Wisner)



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- Area 2: Genesee and Lapeer Counties, and Tuscola County (township of Millington)
- Area 3: Saginaw County and Tuscola County (Twps. of Almer, Arbela, Columbia, Dayton, Denmark, Elkland, Ellington, Elmwood, Fairgrove, Fremont, Gilford, Indianfields, Juniata, Kingston, Koylon, Novesta, Tuscola, Vassar, Watertown, and Wells)
- Area 4: Remainder of Counties

ELEVATOR CONSTRUCTORS:

- Area 1: St. Clair County
- Area 2: Remainder of Counties

GLAZIERS:

- Area 1: Genesee and Lapeer Counties
- Area 2: St. Clair and Sanilac Counties
- Area 3: Huron and Saginaw Counties

LABORERS:

- Area 1: St. Clair and Sanilac Counties
- Area 2: Genesee and Lapeer Counties
- Area 3: Remainder of Counties

ASBESTOS LABORERS:

- Area 1: Bay and Saginaw Counties
- Area 2: Huron County
- Area 3: Genesee and Lapeer Counties
- Area 4: St. Clair County

LABORERS- Open Cut Construction:

- Area 1: Genesee and Lapeer Counties
- Area 2: St. Clair and Sanilac Counties
- Area 3: Remainder of Counties

LABORERS- Tunnel, Shaft and Caisson Construction:

- Area 1: Genesee and Lapeer Counties
- Area 2: Remainder of Counties

LANDSCAPE LABORERS:

- Area 1: Genesee, Lapeer and St. Clair Counties
- Area 2: Remainder of Counties

LATHERS:

- Area 1: Bay, Genesee, Huron, Lapeer, Saginaw Counties; St. Clair County (north and west of an imaginary line starting from 1 mile north of Port Huron to a point 1 mile southeast of Howell, Michigan on Route 96, then south to a spot 1/2 mile west of Ann Arbor, on Route 94, then south-southwest to the intersection of Washtenaw, Lenawee and Monroe Counties, then south on the Lenawee County Line to the Ohio border); Sanilac and Tuscola Counties
- Area 2: St. Clair County

LINE CONSTRUCTION:

- Area 1: Huron, Lapeer, St. Clair, Sanilac and Tuscola Counties
- Area 2: Remainder of Counties

RESOLUTION 90-40

ADOPTING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT BY THE COUNTY OF ST. CLAIR, MICHIGAN, AND THE UNITED STATES AMERICA, FEDERAL AVIATION ADMINISTRATION, FOR THE PURPOSE OF OBTAINING FEDERAL AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT, UNDER PROJECT NO. 90-1-3-26-0080-0590

WHEREAS, the County of St. Clair has received a Grant Offer from the Federal Aviation Administration for the installation of Security Fencing and Gates at the St. Clair County International Airport, and

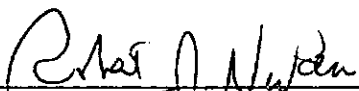
WHEREAS, it is the desire of the County of St. Clair, Michigan, to enter into said Grant Agreement for the development of the St. Clair County International Airport, and that said Grant Agreement is set forth in attached Exhibit "A".

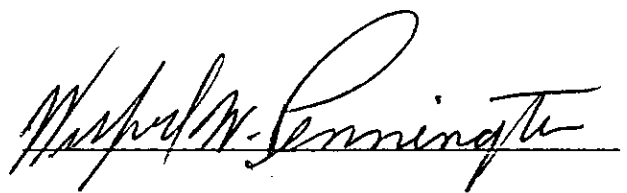
NOW, THEREFORE, BE IT RESOLVED, that the Chairperson of the St. Clair County Board of Commissioners of St. Clair County, Michigan, is hereby authorized and directed to execute said Grant Agreement in four (4) copies on behalf of the County of St. Clair, Michigan, and the County Clerk is hereby authorized and directed to impress the official seal and to attest said execution.

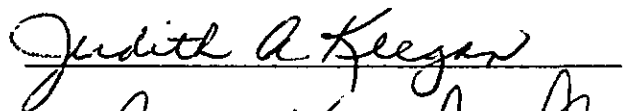
DATED: September 12, 1990

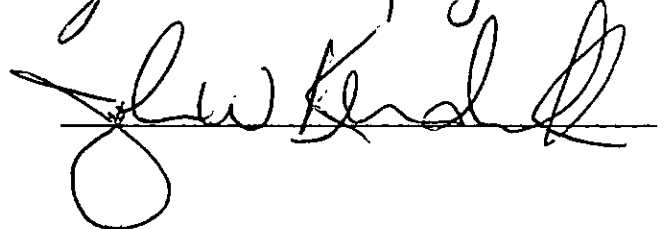
Drafted by:
Donald E. Dodge
Administrator/Controller

Reviewed and Approved by:


ROBERT J. NICKERSON
Corporation Counsel
301 County Building
Port Huron, MI 48060







RESOLUTION NO. 90-11

AIRPORT COMMISSION
OF THE COUNTY OF ST. CLAIR

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT BY THE COUNTY OF ST. CLAIR, MICHIGAN, AND THE UNITED STATES OF AMERICA, FEDERAL AVIATION ADMINISTRATION, FOR THE PURPOSE OF OBTAINING FEDERAL AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT, UNDER PROJECT NO. 90-1-3-26-0080-0590

WHEREAS, the County of St. Clair has received a Grant Offer from the Federal Aviation Administration for the installation of Security Fencing and Gates at the St. Clair County International Airport; and

NOW, THEREFORE, BE IT RESOLVED, That the Airport Commission hereby recommends acceptance by the St. Clair County Board of Commissioners; and

BE IT FURTHER RESOLVED, That the Grant Offer be forwarded to the St. Clair County Board of Commissioners for their acceptance and execution.

AYES: Commissioner McCormick
Commissioner Foley

ABSENT: Commissioner Street

NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a regular meeting of the Airport Commission of the County of St. Clair held on Tuesday, September 4, 1990 at 9:04 a.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, Port Huron, Michigan.



Janet C. Kitamura, Secretary

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT
Part 1 - Offer

Date of Offer: **AUG 16 1990**

St. Clair County International Airport

Project No. : 90-1-3-26-0080-0590

Contract No. : AIP-FA90-GL-1564

TO: County of St. Clair, Michigan
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation
Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated
October 25, 1989, and revised August 9, 1990, for a grant of Federal funds
for a project at or associated with the St. Clair County International
Airport which Project Application, as approved by the FAA, is hereby
incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport or Planning Area
(herein called the "Project") consisting of the following:

Install Safety/Security Fencing (34,000+/- L.F.).

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, herein called the "Act", and/or the Aviation Safety and Noise Abatement Act of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 percentum thereof.

This Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this Offer shall be \$479,400.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:


\$ -0- for planning
\$479,400.00 for airport development or noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 26, 1990 or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. It is hereby understood and agreed by and between the parties hereto that the Federal Aviation Administration in tendering this Offer on behalf of the United States of America recognizes the existence of an agency relationship between the County of St. Clair, Michigan, as principal, and the Michigan Aeronautics Commission, successor to the Michigan Department of Aeronautics, as agent, created by the Agency Agreement on Airports entered into on January 3, 1949. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior approval, in writing, by the FAA.
10. It is hereby understood and agreed that:
 - a. This grant offer is made and accepted based upon the certifications made by the Sponsor, dated October 25, 1989.
 - b. The acceptance of a certification shall be rescinded when it is determined that either (1) the Sponsor has not, in fact, complied with the requirement or requirements as stated in the certification or, (2) in the case of prospective compliance, it appears that the Sponsor will be unable or unwilling to comply with the requirement or requirements to which the certification relates. If either such determination is made after the grant agreement has been executed, the grant may be suspended in accordance with the provisions of Part 152 of the Federal Aviation Regulations.

11. The Sponsor hereby covenants and agrees that it will not cause or permit any structure or object of natural growth to extend above the light planes within the land area (presently or hereafter owned or controlled by the Sponsor) comprising the site of any Approach Light System serving the aforesaid airport. The site is an area extending 2,600 feet outward from the approach threshold of the runway served and 400 feet in width located symmetrically about the extended runway centerline. The dimensions and slopes of the light planes shall be consistent with AC 150/5300-13 as applied to actual light elevations.
12. The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
 - a. Existing Fee Title Interest in the Runway Protection Zone.
The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map, except for navigaids that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
 - b. Existing Easement Interest in the Runway Protection Zone.
The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
13. Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
14. It is understood and agreed by and between the parties hereto that the Sponsor's Certification regarding lobbying activities, dated March 23, 1990, is incorporated and made a part of this Grant Agreement.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Name) 
PETER A. SERINI
(Title) Manager, DET ADO

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 1990.

County of St. Clair, Michigan
(Name of Sponsor)

By _____
(Sponsor's Designated Official Representative)

(SEAL)

Title _____

Attest: _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Michigan. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 1990.

(Signature of Sponsor's Attorney)

ASSURANCES Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants to airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, or the Aviation Safety and Noise Abatement Act of 1979. As used herein, the term public agency sponsor means a public agency with control of a public-use airport; the term private sponsor means a private owner of a public-use airport; and the term sponsor includes public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.
2. **Airport Development or Noise Compatibility Program Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than 10 years from the date of the acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, 34, and 36 in Section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Federal Aviation Act of 1958 – 49 U.S.C. 1301, et seq.
- b. Davis-Bacon Act – 40 U.S.C. 276(a), et seq. ¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq. ²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq. ^{1,2}
- f. National Historic Preservation Act of 1966 – Section 106 – 16 U.S.C. 470(f). ¹
- g. Archeological and Historic Preservation Act of 1974 – 16 U.S.C. 469 through 469c. ¹
- h. Flood Disaster Protection Act of 1973 – Section 102(a) – 42 U.S.C. 4012a. ¹
- i. Rehabilitation Act of 1973 – 29 U.S.C. 794.
- j. Civil Rights Act of 1964 – Title VI – 42 U.S.C. 2000d through d-4.
- k. Aviation Safety and Noise Abatement Act of 1979, 49 U.S.C. 2101, et seq.
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq. ¹
- n. Airport and Airway Improvement Act of 1982, as amended 49 U.S.C. 2201, et seq.
- o. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 2 U.S.C. 8373. ¹

- p. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327, et seq. ¹
- q. Copeland Antikickback Act – 18 U.S.C. 874. ¹
- r. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq. ¹
- s. Endangered Species Act – 16 U.S.C. 668(a), et seq. ¹
- t. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq. ²
- u. Drug-Free Workplace Act of 1988 – 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 12372 — Intergovernmental Review of Federal Programs
- Executive Order 11246 — Equal Employment Opportunity ¹

Federal Regulations

- a. 49 CFR Part 18 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. ³
- b. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.
- c. 49 CFR Part 23 – Participation by Minority Business Enterprise in Department of Transportation Programs.
- d. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition Regulation for Federal and Federally Assisted Programs. ^{1 2}
- e. 49 CFR Part 27 – Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- f. 49 CFR Part 29 – Debarments, Suspensions, and Voluntary Exclusions.
- g. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- h. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates. ¹
- i. 29 CFR Part 3 – Contractors or Subcontractors on Public Buildings or Public Works Financed in Whole or Part by Loans or Grants from U.S. ¹
- j. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction. ¹
- k. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements). ¹
- l. 14 CFR Part 150 – Airport Noise Compatibility Planning.

Office of Management and Budget Circulars

- a. A-87 – Cost Principles Applicable to Grants and Contracts with State and Local Governments. ³
- b. A-128 – Audits of State and Local Governments. ²

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and local governments receiving Federal assistance. Any requirement levied upon State and local governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under the Airport and Airway Improvement Act of 1982, as amended.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with the application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.
4. **Good Title.**
 - a. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
 - b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.
5. **Preserving Rights and Powers.**
 - a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
 - b. It will not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.
 - c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with the Airport and Airway Improvement Act of 1982, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility program projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another public agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near which the project may be located.

8. **Consultation with Users.** In making a decision to undertake any airport development project under the Airport and Airway Improvement Act of 1982, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community. It shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Local Approval.** In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two counties within a single state, it has received approval for the project from the governing body of all villages incorporated under the laws of that state which are located entirely within five miles of the nearest boundary of the airport.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public airport, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Recordkeeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than 6 months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
 - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
19. **Operation and Maintenance.**
- a. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the Secretary. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
- In furtherance of this assurance, the sponsor will have in effect at all times arrangements for—
- (1) Operating the airport's aeronautical facilities whenever required;
 - (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.
- Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitable operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.
20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
21. **Compatible Land Use.** It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce the compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.
22. **Economic Nondiscrimination.**
- a. It will make its airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses.
- b. In any agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to —
- (1) furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
- (2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at any airport owned by the sponsor shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classifications or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the sponsor under these provisions.
- h. The sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
 - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.
- It further agrees that it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Improvement Act of 1982.
24. **Fee and Rental Structure.** It will maintain a fee and rental structure consistent with Assurance 22 and 23, for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate base in establishing fees, rates, and charges for users of that airport.
25. **Airport Revenue.** If the airport is under the control of a public agency, all revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
26. **Reports and Inspections.** It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. For airport development projects, it will also make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request. For noise compatibility program projects, it will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
27. **Use of Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that —

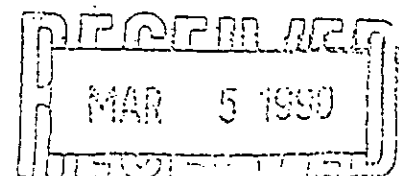
- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movements of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
29. **Airport Layout Plan.**
- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or in any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility, or efficiency of the airport.
 - b. If a change or alteration in the airport or its facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.
30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.
31. **Disposal of Land.**
- a. For land purchased under a grant before, on, or after December 30, 1987, for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
 - b. For land purchased for airport purposes (other than noise compatibility) under a grant before, on, or after December 30, 1987, it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value. That portion of the proceeds of such disposition, which is proportionate to the United States share of the cost of acquisition of such land will be paid to the Secretary for deposit in the Trust Fund.

- c. Disposition of such land under a. and b. above will be subject to the retention or reservation on any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP Projects, dated ~~2/7/80~~ and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subparts D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Drug-Free Workplace.** It will provide a drug-free workplace at the site of work specified in the grant application in accordance with 49 CFR Part 29 by (1) publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against its employees for violation of such prohibition; (2) establishing a drug-free awareness program to inform its employees about the dangers of drug abuse in the workplace and any available drug counseling, rehabilitation, and employees assistance programs; (3) notifying the FAA within ten days after receiving notice of an employee criminal drug statute conviction for a violation occurring in the workplace; and (4) making a good faith effort to maintain a drug-free workplace.

CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS

Effective Date: 2-8-90

NUMBER	SUBJECT
707460-1G	Obstruction Marking and Lighting
150/5100-14B CHG 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5200-30 CHG 1	Airport Winter Safety and Operations
150/5210-5B	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7B	Aircraft Fire and Rescue Communications
150/5210-14	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue & Firefighting Station Building Design
150/5220-4A	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10 CHG 1 & 2	Guide Specification for Water/Foam Type Aircraft Fire and Rescue Trucks
150/5220-11	Airport Snowblower Specification Guide
150/5220-12	Airport Snowsweeper Specification Guide
150/5220-13A	Runway Surface Condition Sensor Specification Guide
150/5220-14A	Airport Fire and Rescue Vehicle Specification Guide
150/5220-15	Buildings for Storage and Maintenance of Airport Snow Removal and Ice Control Equipment: A Guide
150/5220-16	Automated Weather Observing Systems for Non-Federal Applications
150/5220-17	Design Standards for Aircraft Rescue Fire-fighting Training Facilities
150/5300-13	Airport Design
150/5320-5B	Airport Drainage
150/5320-6C CHG 1 & 2	Airport Pavement: Design and Evaluation
150/5320-12A	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5325-4A	Runway Length Requirements for Airport Design
150/5340-1F	Marking of Paved Areas on Airports
150/5340-4C CHG 1 & 2	Installation Details for Runway Centerline Touchdown Zone Lighting Systems
150/5340-5B CHG 1	Segmented Circle Airport Marker System
150/5340-14B CHG 1 & 2	Economy Approach Lighting Aids
150/5340-17B	Standby Power for Non-FAA Airport Lighting Systems
150/5340-18B	Standards for Airport Sign Systems
150/5340-19	Taxiway Centerline Lighting System
150/5340-21	Airport Miscellaneous Lighting Visual Aids
150/5340-23A	Supplemental Wind Cones
150/5340-24 CHG 1	Runway and Taxiway Edge Lighting System
150/5340-27A	Air-to-Ground Radio Control of Airport Lighting Systems
150/5345-3D	Specification for L-821 Panels for Remote Control of Airport Lighting
150/5345-5A	Circuit Selector Switch
150/5345-7D CHG 1	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10E	Specification for Constant Current Regulators Regulator Monitors
150/5345-12C	Specification for Airport and Heliport Beacon
150/5345-13A	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26B CHG 1 & 2	Specification for L-823 Plug and Receptacle, Cable Connectors

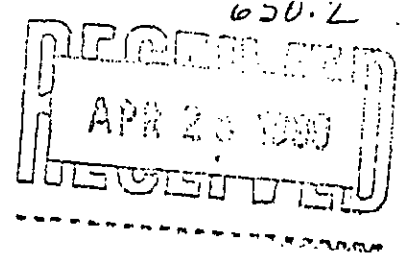


CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS (continued)

Effective Date: 2-8-90

NUMBER	SUBJECT
150/5345-27C	Specification for Wind Cone Assemblies
150/5345-28D	Precision Approach Path Indicator (PAPI) Systems
150/5345-39B CHG 1	FAA Specification L-853, Runway and Taxiway, Centerline Retroreflective Markers
150/5345-42C	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43D	Specification for Obstruction Lighting Equipment
150/5345-44D	Specification for Taxiway and Runway Signs
150/5345-45A	Lightweight Approach Light Structure
150/5345-46A	Specification for Runway and Taxiway Light Fixtures
150/5345-47A	Isolation Transformers for Airport Lighting Systems
150/5345-49A	Specification L-854, Radio Control Equipment
150/5345-50 CHG 1-	Specification for Portable Runway Lights
150/5345-51 CHG 1	Specification for Discharge-Type Flasher Equipment
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5350-9	Planning and Design of Airport Terminal Facilities at Non-Hub Locations
150/5350-12	Airport Signing & Graphics
150/5350-13	Planning and Design Guidance for Airport Terminal Facilities at Non-Hub Locations
150/5370-2C	Operational Safety on Airports During Construction
150/5370-6B	Construction Progress and Inspection Report—Airport Grant Program
150/5370-10A	Standards for Specifying Construction of Airports
150/5370-11 CHG 1	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5390-2	Helipad Design

ATTACHMENT 3



Certification for Contracts, Grants, Loans, and Cooperative Agreements

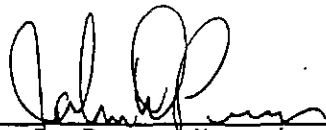
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

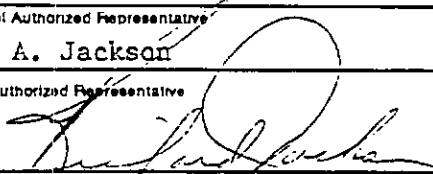
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

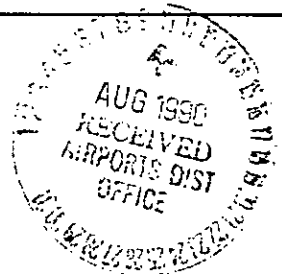
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed 
John D. Perry, Managing Director
St. Clair County Airport Commission

Date 3/23/90

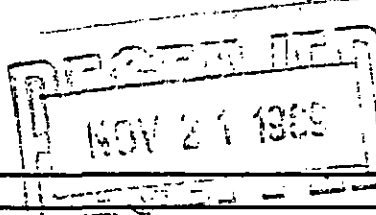
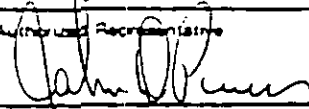
APPLICATION FOR FEDERAL ASSISTANCE

		2. DATE SUBMITTED	Applicant Identifier:
1. TYPE OF SUBMISSION		3. DATE RECEIVED BY STATE	State Application Identifier: 77803
Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier: 90-1-3-26-0080-___
Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction			
5. APPLICANT INFORMATION			
Legal Name County of St. Clair		Organizational Unit: St. Clair County Int'l. Airport	
Address (Give city, county, state, and zip code) 21 Airport Drive Port Huron, MI 48060		Name and telephone number of the person to be contacted on matters involving the application: John Perry 313-364-5720	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 3 8 6 0 0 6 4 2 0		7. TYPE OF APPLICANT: (ENTER APPROPRIATE LETTER IN BOX) <input checked="" type="checkbox"/> B	
a. TYPE OF APPLICATION: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es). <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (Specify) _____		A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) _____	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 2 0 1 0 6 TITLE: A.I.P.		9. NAME OF FEDERAL AGENCY: D.O.T. - F.A.A.	
12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.) County of St. Clair		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: I. Security Fencing (32,810+ Ft.)	
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF	
Start Date 9/15/90	Ending Date 5/30/91	a. Applicant 12	b. Project 12
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 479,400 .00	a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE _____	
b. Applicant	\$ 29,334 .00	b. NO <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372	
c. State	\$ 29,333 .00	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
d. Local	\$.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
e. Other	\$.00	<input type="checkbox"/> Yes If "Yes," attach an explanation	
f. Program Income	\$.00	<input checked="" type="checkbox"/> No	
g. TOTAL	\$ 538,067 .00		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED			
a. Typed Name of Authorized Representative Richard A. Jackson		b. Title Airport Dev. Acting Administrator, Division	c. Telephone number
d. Signature of Authorized Representative 		e. Date Signed 8-9-90	



APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 3348-0043

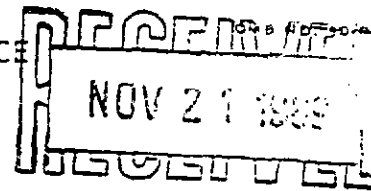
		4. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION: <input type="checkbox"/> Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE RECEIVED BY STATE	State Application Identifier 77803
<input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier 90-1-3-26-0080-
5. APPLICANT INFORMATION			
Legal Name County of St. Clair		Organizational Unit: St. Clair County Int'l. Airport	
Address (give city, county, state, and zip code): 21 Airport Drive Port Huron, MI 48060		Name and telephone number of the person to be contacted on matters involving this application (give area code): John Perry 313-364-5720	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 3 8 - 6 0 0 6 4 2 0		7. TYPE OF APPLICANT: (enter appropriate letter in box) <input checked="" type="checkbox"/> B	
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in boxes: <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify):		A. State H. Independent School Dist. B. County I. State Controlled Institution of Higher Learning C. Municipal J. Private University D. Township K. Indian Tribe E. Interstate L. Individual F. Intermunicipal M. Profit Organization G. Special District N. Other (Specify)	
		8. NAME OF FEDERAL AGENCY: D.O.T. - F.A.A	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 2 0 1 0 6		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: 1. Security Fencing (32,810+ Ft.) And Gates	
12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): County of St. Clair			
13. PROPOSED PROJECT			
Start Date 5/15/90	Ending Date 9/30/90	a. Applicant 12	b. Project 12
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 570,330.00	a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE _____	
b. Applicant	\$ 34,885.00	b. NO <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372	
c. State	\$ 34,885.00	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
d. Local	\$.00		
e. Other	\$.00		
f. Program Income	\$.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
g. TOTAL	\$ 640,100.00	<input type="checkbox"/> Yes * If "Yes," attach an explanation. <input checked="" type="checkbox"/> No	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED			
a. Typed Name of Authorized Representative John D. Perry		b. Title Managing Director	c. Telephone number (313) 364-5720
d. Signature of Authorized Representative 		e. Date Signed October 25, 1989	

PREVIOUS EDITIONS NOT USABLE

Standard Form 424 (Rev. 4-88)
Prescribed by OMB Circular 4-102

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PREAPPLICATION FOR FEDERAL ASSISTANCE



PART II

1. Does this assistance request require State, local, regional or other priority rating? _____ Yes X No
2. Does this assistance require State or local advisory, educational or health clearance? _____ Yes _____ No
3. Does this assistance request require Clearinghouse review? _____ Yes X No
4. Does this assistance request require State, local, regional or other planning approval? _____ Yes X No
5. Is the proposed project covered by an approved comprehensive plan? X Yes _____ No MSASP - Lansing
6. Will the assistance requested serve a Federal installation? _____ Yes X No
7. Will the assistance requested be on Federal land or installation? _____ Yes X No
8. Will the assistance requested have an effect on the environment? _____ Yes X No
9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? _____ Yes X No
10. Is there other related assistance for this project previous, pending, or anticipated? _____ Yes X No

PART III - PROJECT BUDGET

FEDERAL CATALOG NUMBER (a)	TYPE OF ASSISTANCE LOAN, GRANT, ETC. (b)	FIRST BUDGET PERIOD (c)	BALANCE OF PROJECT (d)	TOTAL (e)
1. 20.106	Grant			\$640,10
2.				
3.				
4.				
5.				
6. Total Federal Contribution		\$	\$	\$ 570,33
7. State Contribution				34,88
8. Applicant Contribution				34,88
9. Other Contributions				
10. Totals		\$	\$	\$ 640,10

PART IV - PROGRAM NARRATIVE STATEMENT

(Attach per instruction)

PART II - SECTION B

11. SITES AND IMPROVEMENTS: <input checked="" type="checkbox"/> Not required. <input type="checkbox"/> Attached as exhibits Applicant intends to acquire the site through: <input type="checkbox"/> Eminent domain, <input type="checkbox"/> Negotiated purchase, <input type="checkbox"/> Other means (specify)
12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN: <input checked="" type="checkbox"/> Applicant, <input type="checkbox"/> Agency or institution operating the facility, <input type="checkbox"/> Other (specify)
13. INDICATE WHETHER APPLICANT/OPERATOR HAS: <input checked="" type="checkbox"/> Fee simple title, <input type="checkbox"/> Leasehold interest, <input type="checkbox"/> Other (specify)
14. IF APPLICANT/OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION: a. Length of lease or other estate interest: _____, and number of years to run _____ b. Is lease renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No c. Current appraised value of land \$ _____ d. Annual rental rate \$ _____
15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT/OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID.
16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.
17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY.
18. ATTACH PLOT PLAN. See Exhibit A attached
19. CONSTRUCTION SCHEDULE ESTIMATES: <input type="checkbox"/> Not required, <input checked="" type="checkbox"/> Being prepared, <input type="checkbox"/> Attached as exhibits Percentage of completion of drawings and specifications at application date: Schematics <u>20</u> % Preliminary <u>0</u> % Final <u>0</u> %
20. TARGET DATES FOR: Bid Advertisement <u>03/15/90</u> Contract Award <u>04/15/90</u> Construction Completion <u>09/30/90</u> Occupancy <u>10/01/90</u>
21. DESCRIPTION OF FACILITY: <input type="checkbox"/> Not required, <input checked="" type="checkbox"/> Attached as exhibits Drawings - Attach any drawings which will assist in describing the project. Specifications - Attach copies of completed outline specifications. (If drawings and specifications have not been fully completed, please attach copies of working drawings that have been completed.)

NOTE: ITEMS ON THIS SHEET ARE SELF-EXPLANATORY; THEREFORE, NO INSTRUCTIONS ARE PROVIDED.

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

See attached statement

2. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Land.—(a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests all of which areas are identified on the aforementioned property map designated as Exhibit "A":

(1) Fee simple title, free and clear of any reversionary interest, lien, easement, lease or other encumbrance that would deprive the County of St. Clair of possession or control that would interfere with its use for public airport purposes or make it impossible to carry out the agreements and covenants of this application, to Parcels Nos: 1-4, 5a, 5b, 7, 10-16, 18, 19-22 (2) Easements to Parcels Nos: E5, E6, E8, E9, E17, E18 (3) Utility easements: A-F

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land^{*} on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land^{*} which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. 20,106

2. Functional or Other Breakout

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$8,520
2. Preliminary expense			
3. Land, structures, right-of-way			0
4. Architectural engineering basic fees			34,177
5. Other architectural engineering fees			
6. Project inspection fees			51,977
7. Land development			
8. Relocation Expenses			0
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			437,994
12. Equipment			0
13. Miscellaneous			
14. Total (Lines 1 through 13)			532,668
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			532,668
17. Less: Ineligible Exclusions			0
18. Add: Contingencies			5,400
19. Total Project Amt.(Excluding Rehabilitation Grants)			538,068
20. Federal Share requested of Line 19			479,400
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			479,400
23. Grantee share			29,334
24. Other shares (State)			29,333
25. Total project (Lines 22, 23, & 24)	\$	\$	\$538,067

SECTION C - EXCLUSIONS

26. Cost Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a. Contingencies	\$5,400	
b.		
c.		
d.		
e.		
f.		
g. Totals	\$5,400	

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$29,334
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	29,334
28. Other Shares	
a. State	29,333
b. Other	
c. Total Other Shares	29,333
29. TOTAL	\$58,667

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

PROGRAM NARRATIVE

St. Clair County International Airport
Port Huron, Michigan

Project No. 90-1-3-26-0080-_____

1. Project Description

A. Security Fencing (32,810+ Ft) and Gates.

2. Environmental Assessment

An environmental information document will be prepared for the project by MDOT/AERO. A categorical exclusion (as defined by FAA Order 1050.1c) is anticipated.

3. Airport Layout Plan (ALP)

This requested project conforms to the ALP dated Nov. 23, 1982.

4. Land Acquisition

There is no land acquisition associated with this project

5. Clear Zones and Approaches

<u>Runway</u>	<u>Design Glide</u>	<u>Clear Zone Size</u>	<u>Clear Glide</u>	
10	20:1	250' x 450' x 1000'	15:1	Trees'
28	20:1	250' x 450' x 1000'	21:1	
4	50:1	1000' x 1750' x 2500'	22:1	Trees'
22	34:1	1000' x 1750' x 1425'	20:1	

per inspection 8/15/87. Runway 10 approach is being cleared under a present project. Runway 4/22 approaches have changed due to the present runway extension project and has not been inspected yet.

Clear Zone Land Status

Runway 10 - The County owns in fee;

Runway 28 - The County owns in fee;

Runway 4 - The County controls in fee or easement, except a small parcel at the end of the CZ;and plans to acquire an easement in the next project.

Runway 22 - The County controls in fee or easement.

6. Work Item Justification

The 10' Chain link fence is needed to improve airport security and safety. The entire perimeter of the airport will be fenced and protected from inadvertant entry and animals.

St. Clair County International Airport
Program Narrative
Page 2

7. Open Projects

Project 3-26-0080-0183 is in final closure.

PHURN90.NAR
10/09/89

PROJECT STATEMENT
MDOT-AERO

09-Aug-90

St. Clair County Int'l. Airport
Port Huron, MI 48060

Job # _____
AL _____

Proj. No. 90-1-3-26-0080-_____

Funding Sources	Federal	State	Local	Total
Fed. Grant - Required	\$479,400			\$479,400
State Grant - Required		\$29,333		\$29,333
Sponsor - Required			\$29,334	\$29,334
Source Total =				\$538,067

Cost Distribution

		Federal	State	Local	Total
<u>Land</u>					
Land Acquisition		\$0	\$0	\$0	\$0
Relocation		\$0	\$0	\$0	\$0
Land Subtotal =					\$0
<u>Construction</u>					
FM77-3-C					
1. Security Fencing (32,810+ Ft.)	Est.	\$394,194	\$21,900	\$21,900	\$437,994
	\$0 Est.	\$0	\$0	\$0	\$0
2.	Est.	\$0	\$0	\$0	\$0
	\$0 Est.	\$0	\$0	\$0	\$0
Non-AIP		\$0	\$0	\$0	\$0
Construct. Subtotal =					\$437,994
<u>Equipment</u>					
Vehicle		\$0	\$0	\$0	\$0
Non-AIP		\$0	\$0	\$0	\$0
Equip. Subtotal =					\$0
<u>Engineering</u>					
AERO - Design		\$2,430	\$135	\$135	\$2,700
Consult. - Design		\$28,329	\$1,574	\$1,574	\$31,477
Non-AIP		\$0	\$0	\$0	\$0
Design. Subtotal =					\$34,177
AERO - S&I		\$2,880	\$160	\$160	\$3,200
Consult. S&I		\$43,899	\$2,439	\$2,439	\$48,777
Non-AIP		\$0	\$0	\$0	\$0
S & I Subtotal =					\$51,977
Engineer. Subtotal =					\$86,154
<u>Administration</u>					
Personal Service - MAC		\$6,318	\$351	\$351	\$7,020
Advertising		\$1,350	\$75	\$75	\$1,500
Exhibit A		\$0	\$0	\$0	\$0
Non-AIP		\$0	\$0	\$0	\$0
Admin. Subtotal =					\$8,520
<u>Contingencies</u>					
		\$0	\$2,700	\$2,700	\$5,400
Total Project Cost		\$479,400	\$29,333	\$29,334	\$538,067

DAVIDSON, STAIGER, ADAIR AND HILL
COUNSELLORS AT LAW

WILBUR S. DAVIDSON
FRANK O. STAIGER
JAMES P. ADAIR
STEVEN L. HILL
RICHARD F. MOSIER
MARK M. DAVIDSON
DAVID C. DEVENDORF
DENNIS O. CLYNE
MATTHEW M. WALLACE

901 HURON AVENUE
MACCABEE BUILDING
PORT HURON, MICHIGAN 48060-3706
313/985-8171

TUESDAY
October Twenty-Fourth
Nineteen Hundred Eighty-Nine

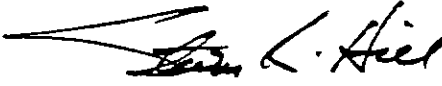
Mr. Robert E. Addy, Administrator
Airport Development Division
Bureau of Aeronautics
Capital City Airport
Lansing, Michigan 48906

Re: St. Clair County International Airport
Port Huron, Michigan
Project No. 90-1-3-26-0080
Opinion of Sponsor's Attorney

Dear Mr. Addy:

I hereby certify that all statements of law made in the application, and all legal conclusions upon which the representations and covenants contained herein are based, are in my opinion true and correct.

Yours sincerely,


Steven L. Hill

SLH/lms

/L110

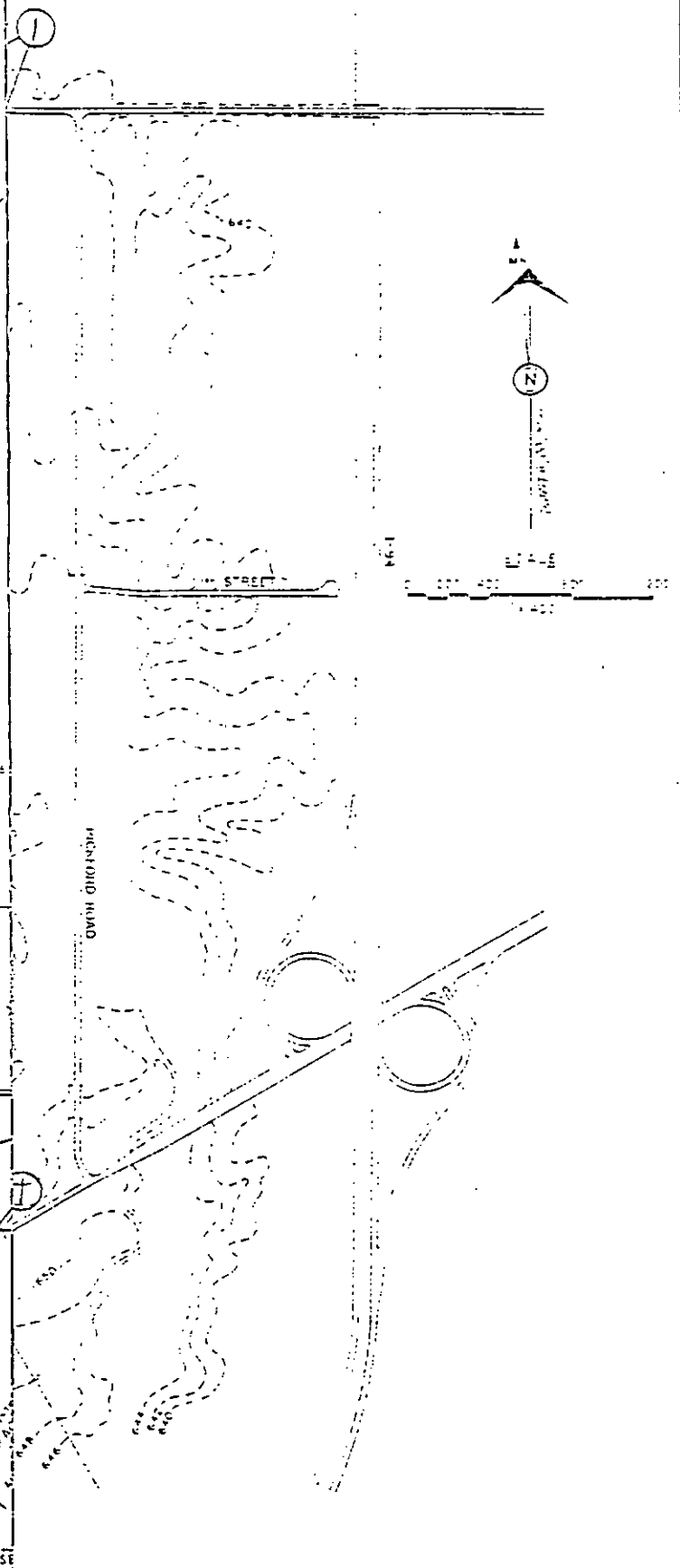
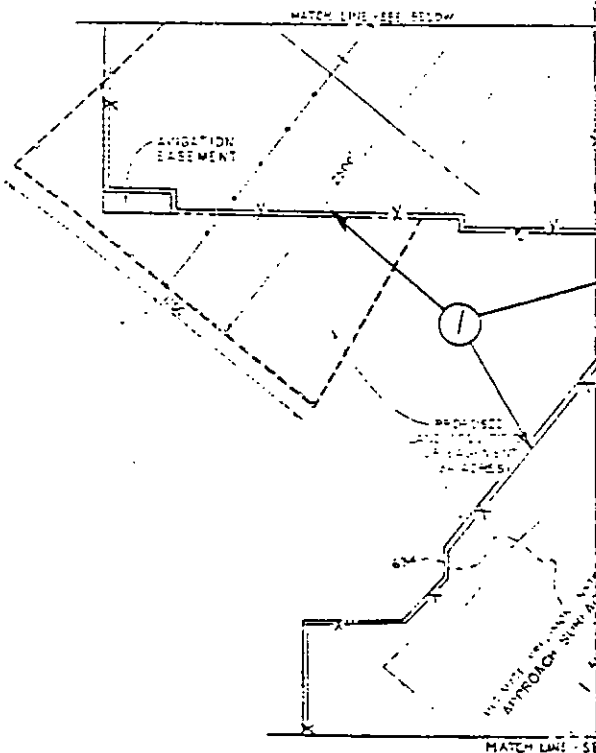
ST. CLAIR COUNTY INT'L. AIR
PORT HURON, MICHIGAN

1990 F/S/L PROGRAM

1. SECURITY FENCING

AIRPORT DATA				
AIRPORT ELEVATION	750			
AIRPORT REFERENCE POINT COORDINATES (L&R)	650 100			
MEAN WIND TEMPERATURE - HOTTEST MONTH (L&R)	50.0 F			
AIRPORT SERVICE CATEGORY	CLASS 2 TELEPORT			
LOCATION				
TOWNSHIP	COUNTY	TOWN	RANGE	SECTION
10.00	ST. CLAIR	6	14	22

LEGEND	
	AIRPORT BUILDINGS
	AIRPORT REFERENCE POINT
	BUILDING RESTRICTION LINE
	SAFETY AREA LINE
	EXISTING PROPERTY LINE
	PROPOSED IMPROVEMENT
	CLASSIC FENCE
	FUTURE PROPERTY LINE
	DRAIN
	OTHER BUILDINGS



ST. CLAIR COUNTY INTERNATIONAL AIRPORT
PROPOSED AIRPORT LAYOUT PLAN

SHEET 2 OF 9

77-3

RESOLUTION 90-39

WAIVING OF DELINQUENT PROPERTY TAX INTEREST FEES
AND PENALTIES FOR CERTAIN INDIVIDUALS

WHEREAS, it is possible for certain individuals to delay paying property taxes on their homestead property until March 31 in the first year of delinquency, and

WHEREAS, said delay is permitted by P.A. 1975, 334, Section 1, more particularly MCLA 211.59, and

WHEREAS, the St. Clair County Board of Commissioners, through the above cited section, wishes to waive any interest, fee, or penalty in excess of the interest, fee, or penalty that would have been added if the tax had been paid before February 15, for payment of taxes by a senior citizen, paraplegic, quadriplegic, eligible serviceperson, eligible veteran, eligible widow, eligible widower, totally and permanently disabled, or blind, as those persons are defined in Chapter 9 of Act 281 of the Public Acts of 1967, as amended, being Sections 206.501 to 206.532 of the Michigan Compiled Laws, providing these above mentioned individuals comply with the pertinent provisions of MCLA 211.59 and that the taxes are paid in full by March 31 in the first year of delinquency, and

WHEREAS, the qualifications for eligible serviceperson, eligible veteran, eligible widow, eligible widower, are of a more complex nature, and are not verifiable by the information provided on the homestead property tax form, all individuals that fall into these categories must provide the County Treasurer with a verification from the County Veterans Affairs Office that the individual requesting such waiver, is qualified according to the above cited statutes.

RESOLUTION 90-38

URGING THE PLACEMENT OF FEDERAL OIL SPILL RESPONSE TEAM
FOR THE GREAT LAKES
TO BE LOCATED IN ST. CLAIR COUNTY

WHEREAS, the St. Clair River and lower Lake Huron is the source of numerous water intake locations providing drinking water for millions of people, and

WHEREAS, over 50% of the environmentally sensitive areas of the Great Lakes lie in St. Clair County, and

WHEREAS, because of the St. Clair River's length and central role in the economic infrastructure of the region with shipping, ferries carrying people, motor vehicles and rail cars, and pipelines running under the river's bottom; all constitute significant opportunities for hazardous spills, and

WHEREAS, the majority of spills which do occur within the State of Michigan, occur in the St. Clair River, and

WHEREAS, the key to successful containment and clean-up of any hazardous material spill is the timeliness of the response and deployment of equipment, and

WHEREAS, a properly equipped response team must be permanently located in the immediate area of the St. Clair River within the County of St. Clair.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners does hereby urge the United States Government to make funds available for a Great Lakes Response Team to be located in St. Clair County.

BE IT FURTHER RESOLVED, that this Resolution be conveyed to President George Bush, Admiral J. William Kime - U.S. Coast Guard, U.S. Senators Carl Levin and Donald Riegle, Jr., and U.S. Congressman David Bonior.

DATED: August 15, 1990

Drafted by:
Donald E. Dodge
Administrator/Controller

Reivewed and Approved by:

Robert J. Nickerson
ROBERT J. NICKERSON
Corporation Counsel
301 County Building
Port Huron, MI 48060

Judith A. Kreeger
Thomas Kojanek
Michael W. Pennington
William H. Daniels
John W. Kendrick
Audrey E. Pock
Mary Ann Acciavatti
Thay Muckelbauer

RESOLUTION 90-37

RATIFYING CONTRACT
BETWEEN CLAY TOWNSHIP AND COUNTY OF ST. CLAIR (D.P.W.)
TO CONSTRUCT WATER SYSTEM II-A

WHEREAS, the St. Clair County Board of Commissioners is recognized by State Statutes as the Governing Body to ratify the attached Contract between the St. Clair County Board of Public Works and Clay Township, Michigan, to construct Water Supply System No. II-A (Clay Township Mainland), and,

WHEREAS, St. Clair County has authority and responsibility to approve said Contract, and

WHEREAS, the parties have collectively and mutually accepted terms and conditions of said Contract.

NOW, THEREFORE, BE IT RESOLVED, that the Ratification of said Contract between Clay Township and County of St. Clair (Attached Exhibit "A") is hereby approved and adopted.

DATED: August 15, 1990

Drafted by:
Donald E. Dodge
Administrator/Controller

Reviewed and Approved by:

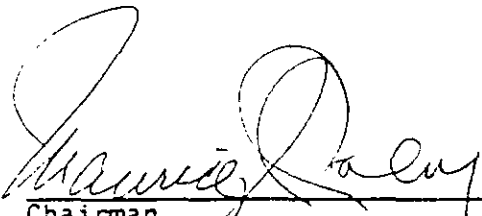

Robert J. Nickerson
ROBERT J. NICKERSON
Corporation Counsel
301 County Building
Port Huron, MI 48060

Francis R. Krajcick

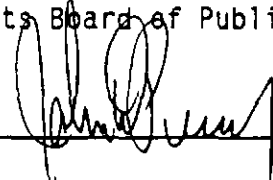

William St. Daniels

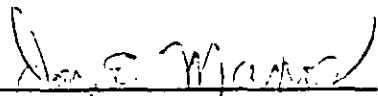

Audrey E. Pack

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed.


Chairman

Secretary

COUNTY OF ST. CLAIR
By its Board of Public Works


Supervisor

Clerk

CLAY TOWNSHIP

RESOLUTION 90-36

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY AND
COMMUNITY MENTAL HEALTH SUPERVISORS - AFSCME

WHEREAS, the Community Mental Health Supervisors-AFSCME, is recognized by the Michigan Employment Relations Commission and St. Clair County, as the exclusive representative of certain employees of the County of St. Clair, and

WHEREAS, St. Clair County has authority and responsibility to bargain on matters of wages and working conditions, and

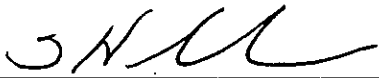
WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

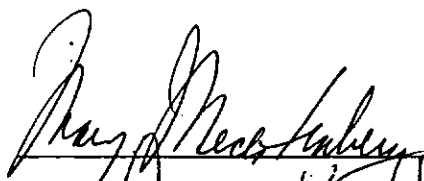


NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (Attached Exhibit "A"), for the period January 1, 1989 through December 31, 1991, is hereby approved and adopted.

DATED: July 25, 1990

Drafted by:
Donald E. Dodge
Administrator/Controller

Reviewed and Approved by:


TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 90-35

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY AND
SHERIFF DEPARTMENT CORRECTIONS SUPERVISORS - COAM

WHEREAS, the Sheriff Department Corrections Supervisors-
COAM, is recognized by the Michigan Employment Relations
Commission, St. Clair County, and the St. Clair County Sheriff,
as the exclusive representative of certain employees of the
County of St. Clair, and

WHEREAS, St. Clair County has authority and responsi-
bility to bargain on matters of wages and working conditions, and

WHEREAS, the parties have collectively bargained
mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective
Bargaining Agreement (Attached Exhibit "A"), for the period
September 1, 1988 through August 31, 1991 is hereby approved and
adopted..

DATED: July 25, 1990

Drafted by:
Donald E. Dodge
Administrator/Controller

Reviewed and Approved by:

William H. Danneels

Francis R. Krajewski

Audrey E. Pack

JNH
TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060

TENTATIVE AGREEMENT

Between

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

and

ST. CLAIR COUNTY SHERIFF'S DEPARTMENT

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Effective September 1, 1988 through August 31, 1991

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COAM

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VII.	UNION REPRESENTATION
VIII.	GRIEVANCE PROCEDURE
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X.	LOSS OF SENIORITY
XI.	DISCHARGE AND DISCIPLINE
XII.	LAYOFF AND RECALL
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ARTICLE I
AGREEMENT

1.1: This Agreement made and entered into for the period September 1, 1988 through August 30, 1991 between the Board of Commissioners of the County of St. Clair, State of Michigan, and the Sheriff of St. Clair County hereinafter referred to as the "Employer", and the St. Clair County Sheriff's Department Corrections Supervisors Command Officers Association of Michigan (C.O.A.M.), hereinafter referred to as the "Union".

1.2: In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

ARTICLE II
PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth terms and conditions of employment, so that the parties hereto, may in an orderly fashion carry out their mutual desire to work together harmoniously and continue to maintain relations between the Employer and the Union, which will serve to the best interests of all concerned.

2.2: To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between representatives of the parties hereto at all levels and among the local Union members.

ARTICLE III
RECOGNITION

3.1: The Union is hereby recognized as the exclusive representative of all Corrections Sergeants and Corrections Corporals of the St. Clair County Sheriff Department.

3.2: A temporary employee shall be defined as an employee assigned for a predetermined period of time not to exceed six (6) months or for the length of a leave of absence of a regular employee, whichever is greater. The temporary employee shall be subject to the terms and provisions of this Collective Bargaining Agreement.

3.3: The parties hereto agree that they shall not discriminate against any person because of race, creed, color, national origin, age, sex, religion, martial status, number of dependents or handicap.

ARTICLE IV
MANAGEMENT RIGHTS

4.1: It is recognized that the management of the County, the control of its properties, and the maintenance of order and efficiency is solely the responsibility of the County. Other rights and responsibilities not abridged by this contract shall belong solely to the County and are hereby recognized prominent among, but by no means wholly inclusive.

- a. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling hours; manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate St. Clair County.
- b. Further, it is recognized that the responsibility of the management of the County for the selection and direction of the working forces includes the right to decide the number of employees, the right to hire, suspend, discipline or discharge for just cause; assign work within the unit; promote or transfer; the right to decide employee's qualification; to determine the rules and regulations governing employee's conduct and safety; and to relieve employees from duty because of lack of work or other legitimate reason; is vested exclusively in the County, subject only to the provisions of this Agreement as herein set forth.
- c. The County's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE V
CONTRACT SERVICES

5.1: The Sheriff and the County may determine it necessary to provide its services to other communities on a contractual basis or to take advantage of available grants or funding sources. Funding obtained by any of these means shall be defined as a contract service.

5.2: The Sheriff and County shall have exclusive responsibility and authority to determine the providing of contract services.

5.3: Be it provided, however, the Union shall be notified of all contract services within five (5) County business days of the Agreement. At the Union's request, full terms and conditions of the renewal and/or modification of any contract for services will be subject to these same notification and disclosure stipulations.

5.4: Participation in a contract service may require the appointment of new or additional employees. The acquisition of employees shall be in accordance with the Career Change and Advancement provision of this Agreement, unless otherwise mutually agreed. At such time as contract services are no longer to be provided, for any reason, the employee compensated in part or the whole by such funds, shall be subject to layoff. Be it provided, however, that the employee shall exercise seniority displacement rights in accordance with the Layoff and Recall provisions of this Agreement.

ARTICLE VI
AGENCY SHOP

6.1: All current employees covered by this Agreement and all new employees hired after the effective date of this Agreement shall, as a condition of continued employment, become members of the Union and pay the monthly union dues uniformly required of union members or pay to the Union a representation fee as herein defined, effective thirty (30) calendar days after the effective date of this Agreement or date of hire whichever is later.

6.2: The representation fee shall be an amount as determined by the Union not to exceed normal dues which is equivalent to the actual cost for negotiations, grievance processing, and administration of this Agreement.

6.3: For those employees for whom properly executed payroll deduction authorization forms are delivered to the Personnel Office, the Employer will deduct Union dues or representation fees each from the first two (2) pay periods of each month as per such authorization and shall remit to the C.O.A.M. any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

6.4: If the bargaining unit member fails to comply, the C.O.A.M. shall give a copy of the letter sent to the delinquent bargaining unit member and following written notice to the Employer at the end of the fourteen (14) calendar day period:

6.5: "The C.O.A.M. certifies that _____ has failed to tender the periodic representation fee required under the labor agreement and demands that, under the terms of this agreement, the Employer deduct the delinquent representation fees from the collective bargaining unit member's salary." (The C.O.A.M. certifies that the amount of the representation fee includes only the proportionately equivalent amount necessary for negotiations, grievance processing, and administration of this Agreement.)

6.6: The Employer, upon receipt of said notice and request for deduction, shall act pursuant to labor contract. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The C.O.A.M. in enforcing this provision, agrees not to discriminate between bargaining unit members. The Union will defend and indemnify the Employer against all liability the Employer may incur by reason of deductions made pursuant to this paragraph.

6.7: The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from any conduct taken by the County for the purposes of complying with the provisions of this article. It is further agreed that neither any employee nor the Union shall have any claim against the County for any deductions made or not made, as the case may be, except that the County shall be responsible to provide the Union with dues deducted from the employees' pay. In no case shall the County be responsible to pay to the Union or employee an amount equal to dues or representation fee which may or may not have been deducted and paid to the Union or employee.

ARTICLE VII
UNION REPRESENTATION

7.1: The Union shall be represented to the Employer by no more than two (2) representatives. The names and classifications of these employees shall be communicated in writing to the Sheriff and Personnel Officer of the County upon their selection and/or subsequent change.

7.2: The representative(s) shall be permitted to represent the employees to the Employer in matters of negotiation, grievances, or concerns of the membership. No more than two (2) employees may be paid when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Union in all other matters. The employee(s) shall have exclusive and sole authority and power to select who shall represent them to the Sheriff and/or County and shall have full responsibility to arrange for said representation.

7.3: The Employer shall grant a leave of absence not to exceed an accumulative fourteen (14) days a year to bargaining unit members selected for attendance at Union conventions or activities. Be it provided, however, that not more than one (1) employee shall be granted leave at any one time and that such leave shall be without pay unless the employee utilizes vacation leave. Be it further provided, that such request shall be made in writing no less than four (4) weeks in advance.

7.4: The local Union President shall work a steady day shift.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1: Step 1

- A. Any Employee having a specified grievance alleging a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the County or department shall, within fifteen (15) calendar days of the alleged grievance, take the matter up with the Sheriff or the Sheriff's designated representative, who shall attempt to adjust the grievance with the terms of this Agreement, County or departmental policy, procedure, method, practice or regulation. The employee shall be entitled to have a Union representative present at this step.
- B. Any employee may request the Sheriff or the designated representative of the Sheriff to call one of the designated local union representatives to handle a specified grievance with the Sheriff or the designated representative of the Sheriff. In this case, the Union representative will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Sheriff's Department.

8.2: Step 2

- A. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the office of the Sheriff or designee within ten (10) calendar days after the meeting or adjourned meeting at Step 1. In this case a meeting will be arranged within fifteen (15) working days between the designated representative of the Union, the Grievant(s), and the Sheriff or the Sheriff's designated representative for the purpose of attempting to settle the grievance at the department level. The Sheriff or designee shall provide a written decision within ten (10) working days to the Union.

8.3: Step 3

- A. Grievances shall be considered settled at Step 2 unless delivered to the Personnel Office within seven (7) calendar days after completion of Step 2. The Personnel Officer shall serve as the County's Grievance Representative and shall be empowered to resolve all grievances within the terms of the Collective Bargaining Agreement.
- B. Such notice shall contain a request by the Union that a hearing be held within two (2) weeks of the delivery of said notice for the disposition of said grievance. At such hearing both the Union and the Employer Representative(s) may request the presence of any and all parties who have been involved in the grievance up to this step.
- C. At such hearing the Sheriff may be represented by one (1) or more representatives and the Union and the Grievant(s) may be represented by their Union representative(s) theretofore designated as grievance representatives and such other Union representative it wishes to have present.
- D. The grievance representative of the Employer shall deliver the decision of the Employer to the Union in writing within ten (10) work days excluding holidays and weekends following the hearing.
- E. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the parties.
- F. It is agreed that Saturday, Sunday and holidays shall not be counted in computing time limits provided herein, except when such time limits are measured in weeks.
- G. The grievance shall be considered settled at Step 3 unless written notice is delivered to the Personnel Office within thirty (30) calendar days after the completion of Step 3.

- H. Failure of the designated Employer Representative(s) to comply within the deadline established at any step shall result in advancement to the next step of the procedure, if determined by the Union.

8.4: Step 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration shall be subject to the following safeguards and conditions.

- A. The Union shall within thirty (30) calendar days following the County's decision at Step 3, notify the County Personnel Officer and Sheriff of the Union's intention to pursue arbitration, or the matter will be untimely.
- B. The Union shall have the option to select arbitration through the American Arbitration Association, or Federal Mediation and Conciliation Service or as otherwise mutually agreed by the parties.
- C. The fee and expenses of the arbitrator shall be shared equally by the County and the Union. All other expenses related to the arbitration proceedings, including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- D. The arbitrator shall be limited to apply and interpret those articles and sections of this Agreement and shall have powers as hereby limited by application of Step 1 (A) of this article, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specified article and section of this Agreement.
- E. The arbitrator shall have no power to add to, subtract from disregard, alter, or modify any of the terms of this Agreement, nor shall the arbitrator be empowered to award damages or establish salary schedules or classifications except as provided in Article XVI - Career Change and Advancement, Section 16.6.
- F. The arbitrator, in rendering a decision, shall give full recognition to the whole of the Agreement as it relates to responsibilities, powers, authority, and rights vested with the County and Sheriff, except as specifically limited by express provisions of this Agreement.
- G. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on all parties.

ARTICLE IX
SENIORITY

9.1: New employees hired or current employees promoted into the unit shall be required to serve an orientation period of one hundred and eighty (180) calendar days from the actual date of assuming the position. After completion of the orientation period, the employee shall be added on the applicable seniority list of the unit and seniority shall start as defined herein. Unsatisfactory performance during the orientation period shall result in the termination of employment of the new employee or return to the former classification of the promoted employee.

- A. County Seniority - The most recent date of full time continuous employment with St. Clair County.
- B. Department Seniority - The most recent date of full time continuous employment with the St. Clair County Sheriffs Department.
- C. Bargaining Unit Seniority - The most recent date of full time continuous employment within the bargaining unit.
- D. Classification Seniority - The most recent date of full time continuous employment within the classification.

9.2: The seniority list on the date of this Agreement will show the names and classifications of all employees of the Unit entitled to seniority.

9.3: Up to date seniority lists shall be made available to all employees for their inspection by posting in the Unit.

ARTICLE X
LOSS OF SENIORITY

10.1: An employee shall lose all seniority for the following reasons only:

- A. Is discharged and the discharge is not reversed.
- B. The employee is absent for two (2) consecutive working days without notification to the ranking duty officer(s) during the two (2) day period. Exceptions may be made by the Sheriff of designee on proof of good cause that failure to report was beyond the employee's control. After such absence, written notification shall be sent to the employee at their last known address that they have lost all seniority rights. The grievance procedure shall be available to the employee provided it is commenced in writing within fifteen (15) calendar days following mailing of notice of discharge as herein provided.
- C. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.

- D. Retirement.
- E. The employee resigns.

ARTICLE XI
DISCHARGE AND DISCIPLINE

11.1: The Employer agrees to promptly, upon the discharge or discipline of an employee, notify in writing one of the local designated representatives of the Union of the discharge or discipline. The employee shall be entitled to have a local designated representative of their own choice present when discipline is administered provided it is reasonable to do so, but shall not unduly disrupt or delay the administration of discipline. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same, and a copy of a complaint giving rise to a disciplinary action prior to such action becoming part of the Employer's records. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

11.2: Should the discharged or disciplined employee consider the charge to be improper, procedures outlined in the grievance procedure provisions of the Agreement may be followed by the employee. The Employer shall review with the employee disciplinary action taken against the employee in a reasonable method and manner prior to the documentation of such action becoming part of the Employer's record. The employee shall have the right to be represented by the Union during this review.

11.3: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of an employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE XII
LAYOFF AND RECALL

12.1: The word "layoff" means a reduction in the work force due to a decrease of work or budget limitation as determined by the County.

12.2: In the event a layoff becomes necessary, the County shall follow this procedure:

- a. Temporary employees in the affected classifications shall be laid off first.
- b. Probationary employees in the affected classifications shall be laid off first.

- c. Employees in the affected classification shall be subject to layoff by classification seniority. The employee(s) with the least classification seniority shall be laid off first. In the event employees have equal classification seniority, the employee with the least departmental seniority shall be laid off first.
- d. Employee(s) who previously held subordinate classifications in the bargaining unit shall be entitled to revert to that classification and displace the least senior employee. Displaced employee(s) shall have the right to displace employee(s) in previously held classifications consistent with the terms of the Collective Bargaining Agreement of the other bargaining unit.
- e. Supervisors from other supervisory bargaining units shall not be entitled to displace members in this bargaining unit.
- f. In no event shall an employee displace an employee in a higher paying classification.

12.3: Employee(s) who elect not to accept a subordinate position in a lower paying classification shall be laid off. Said employee(s) shall be subject to recall to the position held at the time of layoff. Said employee(s) may not elect to return to a subordinate classification unless recalled by the employee.

12.4: Employees to be laid off shall have at least fourteen (14) calendar days notice of layoff. The Union shall be entitled to a list of the employees being laid off.

12.5: Recall from a layoff shall be according to the following procedure:

- a. The employee(s) with the most seniority in the affected classification shall be recalled first.
- b. The recalled employee, unless otherwise provided herein, shall be compensated at the step in the salary rate at the time of their layoff.
- c. A laid off employee accrues no seniority while on a layoff and shall have their seniority dates adjusted to reflect the period of layoff.
- d. Notice of layoff shall be sent to the employee's last known address by registered mail. The notice shall provide the employee with no less than ten (10) calendar days notice to return from the date of proof of delivery or non-delivery to report to work. Proof of non-delivery or failure to report to work shall be considered a quit of the laid off employee.
- e. An employee may be denied recall if their conduct and standards or ability to perform the work does not meet that required of a correctional professional.

12.6: Employees laid off and not employed in the Sheriff's Department shall have recall rights for two (2) years. Employees displaced and still working in the Sheriff Department shall have recall rights for five (5) years.

ARTICLE XIII
EMPLOYEE'S BILL OF RIGHTS

13.1: It is recognized that the complaints against employees must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, the constitutional rights of those individuals involved shall be preserved.

13.2: Whenever a member of the bargaining unit is subject to examination or questioning by a commanding officer and/or the appropriate bureau or unit for any reason which would lead to disciplinary action, transfer or charges, such investigation or questioning shall be conducted under the following conditions:

13.3: Members under examination or questioning shall be informed of the specific nature of the examination or questioning and will be allowed time to discuss same with a union representative if there is reason to believe that disciplinary action or criminal charges may result. Any member required to make a written statement relative to an examination or questioning shall have twenty-four (24) hours to do so.

13.4: Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary.

13.5: The member under questioning shall not be subject to abusive language. No promise of reward shall be made as an inducement to answering any questions, nor shall their name, home address, or photographs be given to the press or news media without their express consent.

13.6: If a tape recording is made of the questioning the member shall have access to the tape if any further proceedings are contemplated.

13.7: If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, they shall be completely informed of all their constitutional rights prior to the commencement of any questioning.

13.8: No member of the bargaining unit shall be required to subject themselves to a polygraph examination. A member shall not be subject to disciplinary action for refusal to submit to a polygraph examination.

13.9: No member of this bargaining unit shall be subjected to disciplinary action for appearing before a state or Federal Grand Jury at which they presented testimony under oath and has been sworn to secrecy.

13.10: No member of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform (except where prohibited by Federal and state laws if such activity adversely reflects on the department).

ARTICLE XIV
EMPLOYEE RECORDS REVIEW

14.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee record file. The Employer shall provide a location reasonably near the employee's place of employment and during normal working hours.

14.2: The employee may inquire into disciplinary actions taken against the employee provided in the Employer's record. The Employer shall provide an inventory of all disciplinary items on record, defining these actions by circumstance and date. Be it provided, however, that the employee's statutory rights to review such records are not hereby waived.

14.3: The employee may request to receive copies of all disciplinary actions taken against the employee. The Employer shall provide copies of all such documentation at the expense of the employee.

14.4: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Employer. The Employer shall not transmit, or otherwise make available to a third party, disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old, except when ordered to do so in a legal action or arbitration.

ARTICLE XV
EQUIPMENT CARE AND USAGE

15.1: Proper maintenance, care and usage of all equipment is essential to the well-being and safety of the employees and inmates. Therefore, the following is provided:

- a. An inspection of the equipment and/or vehicle shall be made prior to its use.
- b. The Employer shall supply inspection checkoff forms to be used in the inspection of vehicles.

15.2: The Employer shall at its own expense, maintain and replace equipment and vehicles affected by normal use and age.

15.3: Equipment assigned to an employee lost, damaged, or stolen through negligence may be cause for disciplinary action to officer(s) who were responsible for the equipment.

15.4: The employee(s) shall report any mechanical deficiency in a vehicle or impropriety of equipment which may arise during the shift prior to the conclusion of the shift.

15.5: Employee(s) who are ordered to operate vehicles which are mechanically deficient and/or improperly equipped shall not be held liable for any accident or incident which may arise from this deficiency or impropriety if such conditions are reported to the shift commander in the inspection check off form.

ARTICLE XVI
MAINTENANCE OF PROFESSIONAL STANDARDS

16.1: When training, retraining, or education is ordered by the Employer, the employee shall be compensated as follows:

- A. When the employee is scheduled on a day off the employee shall receive compensation at the rate of time and one-half (1 1/2) for time actually spent in training including breaks and meal(s).
- B. When the employee is scheduled to work a shift adjacent to a shift in which the instruction occurs, such instruction time shall be at one and one-half (1 1/2) times the hourly rate, as prescribed in the preceding Section A.

16.2: The cost of such specialized training, retraining or education when ordered by the Employer shall be at the expense of the Employer.

16.3: When the Employer orders training, retraining, or education, the Employer shall reimburse the employee(s) for travel expenses if the employee utilized a personal vehicle in advance of such training, retraining or education. Proof for out-of-pocket expenses shall be required by the County in order to provide reimbursement.

ARTICLE XVII
CAREER CHANGE AND ADVANCEMENT

17.1: A career advancement or promotion shall mean a change in classification resulting in an increase in wages.

17.2: Notice of vacancies which would constitute an advancement or promotion for any member of the bargaining unit minimally qualified to perform the job shall be posted internally in a prominent location within the Sheriff's Department for a period of no less than ten (10) consecutive days. An employee shall apply in writing, during those ten (10) days, to be considered for the position.

17.3: Members of the bargaining unit who compete for promotion shall be required to take a written examination. All candidates shall be required to fulfill the same requirements and/or conditions. An appointment shall be made utilizing the following method of accreditation:

40% Written Examination
35% Oral Examination
25% Departmental Seniority

- A. A passing score shall mean correctly answering seventy percent (70%) or more of the questions comprising the written examination. Only those candidates who have passed the test shall be eligible to compete further for the position(s).

- B. The Sheriff shall appoint an employee to the position from among the top three (3) candidates based on total overall scores.
- C. The 25% departmental seniority will be credited the employee at the rate of one percent (1%) for each year of seniority to a maximum of twenty-five percent (25%).

17.4: The Employer shall notify the Union in writing by certified mail of its intent to create or implement a new classification of employee in the bargaining unit. The Sheriff shall have exclusive authority to establish qualifications for the new classification. In the event there is no qualified candidate in the bargaining unit, the Sheriff shall be entitled to make an appointment to the classification. In the event a qualified candidate is employed in the bargaining unit, the Sheriff shall comply with the provisions of 17.3.

17.5: An employee promoted in rank shall be required to serve a one hundred and eighty (180) calendar day orientation period commencing from the date of assuming the rank. In the event the employee fails to perform satisfactorily during orientation period the employee shall be returned to the previous rank held.

17.6: Employees who transfer back to a rank or classification within the POAM bargaining unit will retain their departmental seniority with the following limitations:

- A. If transfer is within six (6) months of the date of entering the unit, the employee shall revert to the rank and/or classification held immediately prior to entering the unit.
- B. If transfer is due to a layoff resulting in the reduction of the number of employees, the employee may revert to the rank and/or classification held immediately prior to entering the unit.

17.7: Emergency transfer may be made for periods not to exceed sixty (60) actual workdays, unless otherwise mutually agrees by the parties. Employees who are transferred on an emergency basis shall receive the rate for their regular classification or the classification of transfer, whichever is higher.

17.8: Candidates for Corrections Sergeant shall have at least two (2) years of active service in the rank and duties of Corrections Corporal. In the event no member of the bargaining unit qualifies for promotion, the Employer may recruit externally.

ARTICLE XVIII WORKING HOURS

18.1: Work schedules shall be posted no less than two (2) weeks in advance of the commencement of the first day of the schedule.

18.2: The Sheriff shall determine the starting time of all shifts and designate employees to work the shift(s). A shift shall constitute eight (8) consecutive hours, excluding overtime, unless otherwise mutually agreed.

18.3: The schedule shall be for a seven (7) week period providing for the approximation of an average of two hundred and eighty (280) hours of work among full time employees. An employee may be scheduled for as many as seven (7) consecutive days and shall not be eligible for overtime based on the consecutive nature of the days.

18.4: If employees are called into work outside their regular shift, they shall be compensated at time and one half not less than three hours when either court or other than court related.

18.5: Thirty (30) minutes shall be allotted for lunch to be taken during the tour of duty as opportunity permits. Employees will be on call during such lunch period.

ARTICLE XIX
OVERTIME

19.1: Overtime shall be paid at a rate of time and one-half (1 1/2) for all hours worked beyond eight (8) hours in one shift or any part of a shift not provided as part of the normal schedule, including court time. Be it provided that overtime does not compound by this definition of the day and week.

19.2: Overtime hours shall be divided among employees in the same classification as much as circumstances permit. Whenever overtime is required, the Sheriff or designee shall contact employees from the most to the least senior:

- A. All off duty personnel are to be called first according to the overtime book beginning with the employee showing the least amount of hours. All refusals will be noted in the overtime book and used to compute who is eligible for future overtime.
- B. If no one volunteers from the off duty list, the supervisor will then call low overtime houred persons scheduled to work the shift preceding the vacant shift and solicit volunteers for the eight (8) hours to be worked. Refusals are to be logged in the overtime book.
- C. Should no one volunteer from the preceding shift, then the supervisor will call the low overtime houred persons from the scheduled officers working the shift following the vacant shift and solicit volunteers for the eight (8) hours to worked. Refusals are to be logged in the overtime book.
- D. During the above procedures, should two officers agree to split a shift then the supervisor may fill the vacant eight (8) hours in this manner as long as it is consistent with the efficient operation of the Corrections division.
- E. Should no one volunteer to work the eight (8) hour shift, the supervisor can compel the least senior officer from the shift preceding the vacant shift to work the eight (8) hours or seek volunteers from among qualified Corrections Officers.

19.3: The Employer shall determine the need for and schedule all overtime.

19.4: A message left with a respondent at the employee's residence or left on an employee's answering machine shall constitute an attempt to provide overtime and be considered a refusal if left unanswered by the employee.

19.5: Employees called in to work shall be guaranteed a minimum three (3) hours pay at time and one-half.

19.6: The Employer shall have the right to hold over or call in early employees in emergency situations. Such hold over or call in early shall be as nearly evenly divided into the shift as circumstance permits.

ARTICLE XX
LEAVE OF ABSENCE

20.1: Leave of absence without pay for reasonable periods, not to exceed one (1) year, will be granted without loss of seniority for:

- A. Illness leave (physical or mental).
- B. Prolonged illness of spouse or child.

Such leave may be extended for like cause by consent of the Employer. Be it provided however, that any such leave or extension thereof, shall be consistent with meeting the operating needs of the department.

20.2: Leave of absence without pay for reasonable periods, not to exceed one (1) year, may be granted without loss of seniority for:

- A. Serving in any Union position.
- B. Educational purposes when job related.

Such leave may be extended for like cause by consent of the Employer. Be it provided however, that any such leave or extension thereof, shall be consistent with meeting the operating needs of the department.

20.3: Employees who are in some branch of the armed forces, reserves, or National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year or as may be otherwise provided by law.

20.4: All leaves based upon illness (physical or mental) shall be supported by a statement from the attending physician when requested by the Employer. In all cases of illnesses extending beyond seven (7) days, a statement by the attending physician shall be furnished at reasonable intervals as determined by the Employer, evidencing the inability of the employee to return to their duties.

20.5: The Employer may require the employee on leave to submit to an examination by a physician chosen by the Employer, provided the charges by the physician are paid by the Employer.

20.6: The requirements of Sections 20.4 and 20.5 may be waived by the Employer, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted, unless it can be shown that such waiver was unreasonably withheld.

ARTICLE XXI
INJURY LEAVE WITH PAY

21.1: Any illness or injury to an employee arising out of the performance of their regular duties resulting in temporary disability to the extent that they are unable to resume their duties, they shall be entitled to their regular compensation until sufficiently recovered to perform regular duties for a period of ninety (90) working days or longer at the discretion of the Sheriff. Accumulated sick leave shall not be considered in the computation of leave on account of such duty incurred injuries. Employees shall not be entitled to regular compensation during absence from duty on account of injuries if said injury was sustained while not on duty. Such absence from duty shall be considered as sick leave and shall be governed by the rules pertaining to sick leave.

21.2: An employee receiving Worker's Compensation and regular salary shall not be entitled to receive the total combination of both and be compensated more than their regular compensation. The employee receiving salary shall endorse the Worker's Compensation payment over to the County. The employee who is not receiving regular salary shall retain the Worker's Compensation payment.

21.3: In the event the employee is not granted an extension or continuation of full pay without deduction from sick day accruals, the employee may elect to continue to receive compensation from the County using accrued sick days. Be it provided that sick days shall be deducted from the employee's accrued sick day reserve at a rate of one-quarter (1/4) sick day each workday of disability or at a rate of one(1) sick day for each four (4) workdays of disability.

21.4: In the event that an employee intends to leave the County for reasons other than for medical care or treatment, the Employer shall have the right to require that the employee see a physician of the Employer's selection to determine if such a trip is medically detrimental. The employee's failure to comply with this provision shall constitute sufficient grounds for denial of further salary subsidy by the Employer as provided in 21.1:. This provision shall not subject the employee to discipline provided the employee is not determined medically fit to return to work by the physician.

ARTICLE XXII
VETERANS

22.1: The applicable seniority rights of an employee who now or hereafter is a member of the Armed Forces of the United States shall accrue during the period of their military service for reinstatement purposes, subject to the following:

- A. That the returning veteran shall submit their application for reinstatement within one hundred and twenty (120) days of his honorable discharge or hospitalization continuing after discharge.
- B. That the veteran is physically and mentally able to perform a job in the unit covered by the Agreement.
- C. That the moral reputation of the veteran is then reasonably within the standards commonly required for law enforcement officers.

22.2: Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulation, will be granted leaves of absence for a period not to exceed a period equal to their applicable seniority, while in full time attendance in school under applicable federal laws in effect at the time of the honorable discharge of said veteran.

22.3: The mandatory provisions of federal laws and the state of Michigan having to do with the rights of veterans, shall be recognized by the parties, hereto.

ARTICLE XXIII
UNION BULLETIN BOARD

23.1: The union may use a bulletin board which shall be located in the typing room for the purpose of posting notices of the following activities:

- A. Notices of Union recreational and social events.
- B. Notices of Union elections.
- C. Notices of results of Union elections.
- D. Notices of Union meetings.

ARTICLE XXIV
PRISONER TRANSFER

24.1: In the event of a scheduled intra-state (within Michigan but outside St. Clair County) prisoner transfer the Sheriff may seek a volunteer to assist in the transfer.

24.2: Volunteers shall be employees who would otherwise be off duty. The volunteer shall be paid at their straight time hourly rate for all hours worked.

24.3: The employee will make known to the Sheriff or designee their desire to volunteer. The Sheriff or designee shall determine transfer assignments.

ARTICLE XXV
PAYMENT OF BACK CLAIMS

25.1: If the Employer fails to give an employee work to which it is determined they were entitled, and a written notice of their claim is filed within twenty (20) calendar days of the time the Employer first failed to give them such work, the Employer will reimburse the employee for the earnings they lost through failure to give them such work. In such event, the employee will be required to furnish the Employer with a sworn statement of earnings, during said period, and such earnings shall act as an offset in such claim for back wages. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their regular rate with the Employer.

ARTICLE XXVI
RETIREMENT

26.1: All full time employees shall be eligible for participation in the St. Clair County Employees retirement plan pursuant to Section 12A of Act No. 156, of the Public Acts of 1851, as added by Act No. 249 of the Public Acts of 1943, as amended; provided however, that amendments thereto shall be made in accordance with the procedures therein provided and shall not require separate union approval.

26.2: An employee disabled in conjunction with and as a result of their employment with the Sheriff Department shall be eligible for disability pension. Be it provided, the employee shall be entitled to fifty percent (50%) of compensation at the time of disability with ten (10) years of service. Disability compensation shall be offset by Worker's Compensation and/or Social Security.

26.3: An employee shall be eligible for early retirement with twenty-five (25) years of continuous full time employment.

ARTICLE XXVII
PREMIUM PAY FOR EDUCATIONAL ACHIEVEMENT

27.1: Each employee with five (5) years continuous service having earned an Associates Degree in Police Science shall be paid an additional one percent (1%) of annual salary at the same time service recognition is to be paid.

27.2: Each employee with five (5) years continuous service having earned a Bachelor's Degree in Police Science shall be paid an additional two percent (2%) of annual salary at the same time service recognition is to be paid.

27.3: The provisions of Sections 1 and 2 are not intended to be cumulative. In the event an eligible employee possesses both an Associate's and a Bachelor's Degree, the officer shall receive premium pay for the Bachelor's Degree only.

ARTICLE XXVIII
SHIFT PREMIUM

28.1: A premium of thirty cents (.30) per hour additional shall be paid to those employees with starting times occurring on or after 2:00 p.m. but not on or after 10:00 p.m., herein referred to as the afternoon shift.

28.2: A premium of forty cents (.40) per hour additional shall be paid to those employees with starting times occurring on or after 10:00 p.m. but not on or after 6:00 a.m. herein referred to as the night shift.

ARTICLE XXIX
UNIFORMS

29.1: The Sheriff shall provide each employee with a uniform. The Sheriff shall determine what constitutes a uniform and sufficient uniform parts. For the term of this Agreement, unless the Sheriff provides written notice to the contrary, the following parts and equipment is to be provided to all Corrections Supervisors:

- a. 3 short sleeve uniform shirts with patches
- b. 3 long sleeve uniform shirts with patches
- c. 3 pair uniform slacks
- d. 1 set of collar brass
- e. 2 name tags
- f. 1 whistle chain
- g. 1 black basket weave belt
- h. 3 uniform ties
- i. 1 tie tack
- j. 1 pair black leather, plain toe, tie shoes (County will pay up to \$50)
- k. brass or patches that signify rank
- l. 1 white long sleeve dress shirt with patches
- m. 1 white short sleeve dress shirt with patches
- n. Garrison hat
- o. 1 winter jacket with patches

To be provided to Corrections Supervisors certified to make transfers in addition to the above:

- a. 1 spring/fall jacket with patches
- b. 1 Garrison belt with 4 keepers (basket weave)
- c. cartridge case
- d. 1 holster (basket weave)
- e. 1 pair of handcuffs
- f. 1 handcuff case (basket weave)

29.2: Each employee shall be provided a \$200.00 annual uniform cleaning allowance. The cleaning allowance would be paid in July of each year as reimbursement of the previous year's cleaning expenses. Employees who worked less than a year shall receive a prorated cleaning allowance.

29.3: The Employer shall replace clothing destroyed or damaged in the line of duty to the extent of the remaining value of such destroyed or damaged clothing. Items of clothing are to include corrective lenses and time pieces at item value with a maximum reimbursement of \$200.00 per item.

29.4: Request for replacement or repair shall be made on appropriate departmental forms indicating the item damaged or destroyed, the cause, the original cost of the item, and the replacement or repair cost being requested. The employee will be required to produce the damaged or destroyed item when possible prior to being repaired or replaced.

29.5: The Sheriff shall have the right to require that officers maintain one dress uniform at all times.

ARTICLE XXX
UNIFORM REPLACEMENT

30.1: The Employer shall replace clothing destroyed or damaged in the line of duty to the extent of the remaining value of such destroyed or damaged clothing. Items of clothing are to include corrective lenses and time pieces at item value with a maximum reimbursement of \$200.00 per item.

30.2: Request for replacement or repair shall be made on appropriate departmental forms indicating the item damaged or destroyed, the cause, the original cost of the item, and the replacement or repair cost being requested. The employee will be required to produce the damaged or destroyed item when possible prior to being repaired or replaced.

ARTICLE XXXI
HOSPITAL, LIFE AND DENTAL INSURANCE

31.1: Each full time employee shall be eligible to participate in the comprehensive medical and hospitalization plan with the following riders:

Hospital Deductible \$150 - Employee/\$250 - Family
D45NM - TB and nervous and mental expense benefits
SAT - 2 - Substance abuse programs
Medicare 2 - 1 - Medicare complimentary coverage
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$3.00 Co Pay - Prescription Drug Rider
Master Medical Option 3
Case Management
Precertification
Auto Accident Exclusion

- A. Employees hired on or after July 1, 1985 pay 100% of FC and/or SD riders premium costs by way of payroll deduction.
- B. Employees hired prior to July 1, 1985 but who do not enroll dependents on the FC and/or SD riders until on or after July 1, 1985 shall pay 50% of the rider premium cost and the County shall pay the remaining premium cost by way of payroll deduction.

C. Employees hired prior to July 1, 1985 and with dependents enrolled prior to July 1, 1985 shall pay none of the premium cost of the FC and/or SD riders which shall be paid 100% by the County. Be it provided, that dependents enrolled on or after July 1, 1985 shall be subject to the provisions of 30.1:D.

D. A retired employee shall pay the total premium cost of all insurance plans and/or provisions until age fifty (50).

31.2: The County shall have authority to select the health care provider provided such coverage is identical.

31.3: All employee premium costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The premium cost(s) shall be paid in equal installments the first two (2) pay periods of each month.

31.4: Employees who are eligible for health insurance coverage but who choose not to participate shall be entitled to compensation in lieu of benefits. The compensation will be paid in two equal installments in March and September. The annual compensation shall be provided as follows:

\$1350 - Family Plan Subscriber
\$1100 - 2 Person Plan Subscriber
\$ 650 - 1 Person Plan Subscriber

31.5: The Employer will provide a \$40,000 group life insurance plan for qualified insurance employees.

31.6: The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing:

A. Upon the earliest implementation, the Employer shall provide Class III Orthodontic benefits with a \$1500.00 life time maximum per individual.

B. Employee premium costs shall be paid by way of payroll deduction.

31.7: In order to acquire and maintain benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the insurance carrier.

31.8: An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs.

ARTICLE XXXII
SERVICE RECOGNITION

32.1: The Employer shall recognize years of continuous full time service by providing the following percentage of base salary not to exceed the maximum amount shown:

<u>Years of Service</u>	<u>Percentage</u>	<u>Maximum</u>
5 - 9	2%	\$ 800
10 - 14	4%	\$1600
15 - 19	6%	\$2400
20 - 24	8%	\$3200
25+	10%	\$4000

32.2: Employees who satisfy the requirements of the above schedule shall be paid a single lump sum payment the first full pay period following their date of full time hire.

32.3: Continuous employment, for the purposes of this policy, shall not be considered as interrupted when absences arise as vacations, sick leave, or leave of absence authorized by the Sheriff for reasons permitted in this Agreement. An employee on leave, when payment is due, shall be paid the next pay day upon return, if possible, but not later than the second following pay day from return.

32.4: Payment shall be considered as regular compensation for such things as withholding tax, F.I.C.A., retirement, etc.

ARTICLE XXXIII
SICK DAYS AND DISABILITY

33.1: Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by these policies. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

33.2: Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days.

33.3: An employee shall be eligible to use sick days, upon satisfactory completion of the orientation period, for personal illness or serious or critical illness to their spouse, parent or child. The employee shall also be eligible to use up to a maximum of five (5) sick days as funeral leave to a member of the immediate family as defined and limited: mother, father, step-parent, brother, sister, spouse, child, step-child, grandparent, grandchild or immediate family member of the spouse according to the preceding definition. The employee shall be required to provide proof of illness to spouse, parent or child and/or death of immediate family member.

33.4: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

33.5: An employee who uses two (2) sick days in a thirty (30) calendar day period or four (4) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness shall be on "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day

pay. The employee shall be on proof required status for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

33.6: Sick days may be taken in place of normally scheduled work days, excluding holidays.

33.7: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation shall be for a period of five (5) years. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

33.8: The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the employee shall be entitled to continuation of the fringe benefits enjoyed immediately prior to disability. Be it provided that fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

33.9: The disabled employee shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability.

33.10: Commencing the one hundred and eighty-first (181st) calendar day salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions.

- A. The County shall require prepayment of all premium costs.
- B. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty percent (50%) of the premium costs.

33.11: Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. Be it provided, however, that the employee shall have sole responsibility to accept or reject a redemptive offer.

33.12: The employee shall be eligible to supplement disability compensation with vacation on a ratio of one (1) vacation day to three (3) days of absence in order to remain at full normal gross salary.

33.13: When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the supervisor may require the employee to submit to a physical examination and the County shall pay the expenses incurred.

33.14: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article XX - Leave of Absence.

33.15: The employee must promptly notify their supervisor of their absence or be subject to discipline.

33.16: Upon termination of employment, an employee with accrued sick days shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service.

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 or more	50%

33.17: Employees subject to another sick day policy other than that which is provided herein shall upon entry into this unit be compensated for sick day accruals as follows:

- A. The employee shall retain accrued sick days to a maximum of thirty (30) days.
- B. The employee shall be paid off at a rate of fifty percent (50%) of the remaining value of the sick days.

ARTICLE XXXIV
VACATIONS

34.1: All full time employees shall be entitled to vacation according to the following schedule:

<u>Years of Service</u>	<u>Days</u>
1 - 2	10
3 - 4	12
5 - 9	15
10 - 14	17
15 - 19	20
20 - 24	22
25+	25

34.2: The full allocation of days according to the above schedule shall be credited to the employee upon each anniversary of full-time employment with the department.

34.3: An employee shall not be entitled to use more days than have been earned or in advance of days to be credited.

34.4: An employee shall not be entitled to maintain more than thirty (30) days of vacation credit not including credit gained from holidays. If the Employer is unable to grant vacation for whatever reason the thirty (30) day limitation shall not apply.

34.5: Vacation selection shall be made before the start of each year on the basis of seniority. The member with the most seniority will be allowed to choose first, then the next most senior, and etc. Members may take any number of vacation days in their selection as long as the total vacation period does not exceed twenty-one (21) consecutive days.

34.6: Request for vacation time not selected before the start of each year on a seniority basis shall be granted to members on a first come first serve basis.

ARTICLE XXXV
HOLIDAYS

35.1: All full time employees are entitled to the following holidays with pay:

New Year's Day (January 1)
Martin Luther King's Birthday (Third Monday of January)
President's Day (Third Monday of February)
Good Friday Afternoon (Last half of the shift)
Memorial Day (Last Monday of May)
Independence Day (July 4)
Labor Day (First Monday of September)
Veteran's Day (November 11)
Thanksgiving Day (Fourth Thursday of November)
State & General Election Day (Tuesday following the first Monday
of November each even year)
Christmas Eve (December 24 the last half of the shift)
Christmas Day (December 25)
New Year's Eve (December 31, the last half of the shift)

35.2: Employees required to work a holiday shall be paid at the rate of time and a half (1 1/2) their hourly rate. The employee shall also be credited with a half (1/2) or whole vacation day, whichever may apply.

35.3: Employees not required to work a holiday even though it may fall on a normally scheduled workday shall receive straight time holiday pay.

35.4: Employees on a scheduled day off shall receive vacation time credited to them.

35.5: Employees in classifications not scheduled to work weekends shall celebrate the holiday on the preceding Friday if it falls on a Saturday or on the following Monday if it falls on a Sunday.

35.6: To be eligible for the holiday an employee shall work the last scheduled workday before the holiday and the first scheduled workday after the holiday, unless authorized the day off.

ARTICLE XXXVI
SALARY SCHEDULE

Schedule #1 - September 1, 1988

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Sergeant	\$30,394	31,610	32,874	34,148	35,468	36,851
Corporal	\$28,186	29,215	30,282	31,355	32,467	33,622

Schedule #2 - September 1, 1989 (+4%)

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Sergeant	\$31,610	32,874	34,189	35,514	36,887	38,325
Corporal	\$29,313	30,384	31,493	32,609	33,766	35,000

Schedule #3 - September 1, 1990 (+3.25%)

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Sergeant	\$32,637	33,942	35,300	36,668	38,086	39,571
Corporal	\$30,266	31,371	32,517	33,669	34,863	36,138

ARTICLE XXXVII
TERM OF AGREEMENT

37.1: This Agreement shall be in effect and become operative on September 1, 1988 and shall continue in operation and effect through August 31, 1991. If either party hereto desires to terminate, modify, or amend this Agreement it shall, at least ninety (90) calendar days prior to August 31, 1991 give notice in writing to the Employer or to the Union as the case may be of its intention to modify or terminate this Agreement. If neither party shall give notice to terminate, change or modify this Agreement as provided, the Agreement shall continue in operation and effect after August 31, 1991 subject to termination or modification, thereafter by either party upon ten (10) calendar days written notice.

37.2: Should any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency invalidates any portion of this Agreement, the entire Agreement shall not be invalidated. Should any portion, by such circumstance as provided above, become invalid, either party may request and the parties shall meet to negotiate the invalidated portion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 198_.

COMMAND OFFICERS ASSOCIATION OF
MICHIGAN

THE COUNTY OF ST. CLAIR

Patrick Spidell
Business Agent

Chairman,
Board of Commissioners

County Clerk

William Worden, President

Dan Lane

William Newmann, Vice President

LETTER OF UNDERSTANDING
REGARDING
ARTICLE XII - LAYOFF AND RECALL

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Corrections Supervisors - COAM hereby establish and agree that Sergeant William Worden shall be considered to have had held the rank of Corrections Corporal for purposes of satisfying the terms and conditions of Article XII - Layoff and Recall, section 2.d.

FOR THE EMPLOYER

DATE: _____

FOR THE COAM

DATE: _____

LETTER OF UNDERSTANDING
REGARDING
ARTICLE XVII - CAREER CHANGE AND ADVANCEMENT

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Corrections Supervisors - C.O.A.M. hereby establish and agree that the following Corrections Corporals shall be considered to have two (2) years of classification seniority for purposes of satisfying the terms and conditions of Article XVII - Career Change and Advancement, Section 7. Corrections Corporals are:

Angeli, Rosale
Neumann, William
Schwarz, Wayne
Vojtasak, Patricia

FOR THE EMPLOYER

DATE: _____

FOR THE COAM

DATE: _____

LETTER OF UNDERSTANDING
REGARDING
ARTICLE XXXIII
SICK DAYS AND DISABILITY

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Corrections Supervisors - COAM hereby establish and agree with regard to the sick day accruals of bargaining unit members on the date of the signing of this Letter of Understanding.

1. The employee shall retain thirty (30) accrued sick days.
2. The employee may choose one of the following options if more than thirty (30) days have been accrued:
 - A. All additionally accrued days may be retained by the employee to be used through natural attrition.
 - B. All additionally accrued days shall be paid to the employee at the rate of 75% of the days over thirty (30) days based upon the employees salary September 1, 1988.
 - C. The employee may retain an additional twenty-five (25) days. The remaining days to be paid at the rate of 75% of the days based upon the September 1, 1988 salary.

FOR THE EMPLOYER

DATE: _____

FOR THE COAM

DATE: _____

RESOLUTION 90-34

AMENDING ST. CLAIR COUNTY EMPLOYEES'
RETIREMENT PLAN

WHEREAS, Article XII, Section 12.2 of the St. Clair County Retirement Plan provides that the Board of Trustees shall consist of the following seven individuals: a) Chairperson of the County Commissioners by virtue of that office, b) The Chairperson of the County Road Commission by virtue of that office, c) A member of the Board of County Commissioners to be selected by and to serve at the pleasure of the Board of County Commissioners, d) A citizen who is an elector of the County who is not eligible for membership in the retirement system, e) A Member of the Retirement System who is in the employ of the County Road Commission to be elected by the Members who are in the employ of the County Road Commission, and f) Two Members of the Retirement System who are not in the employ of the Road Commission, to be elected by the Members of the Retirement System who are not in the employ of the County Road Commission.

WHEREAS, it is the desire of the St. Clair County Employees' Retirement Plan Board of Trustees and the St. Clair County Board of Commissioners to expand the seven (7) Member Board provided for in Article XII, Section 12.2 to a nine (9) Member Board of Trustees incorporating:

- a) A "Retired Member" of the Retirement System to be elected by the retired members, and
- b) The "County Treasurer" by virtue of that office.

NOW, THEREFORE, BE IT RESOLVED:

- 1) That Article XII, Section 12.2 of the St. Clair County Retirement Plan be amended to include two additional members of the Board of Trustees:

a) A "Retired Member" defined as an individual who is being paid a pension on account of the individual's membership in the retirement system, to be elected by the retired members, under the same provisions as the County Road Commission employee representative and the other two employee members representatives are elected, under Article XII, Section 12.2 and Section 12.3.

b) The "St. Clair County Treasurer" by virtue of that office, with the term of office provided for in Article XII, Section 12.2 and Section 12.3.


2) That Article XII, Section 12.4 of the St. Clair County Retirement Plan be amended to read that: "Five Trustees shall constitute a quorum at any meeting of the Board of Trustees" and "at least five concurring votes shall be required for valid action by the Board of Trustees."

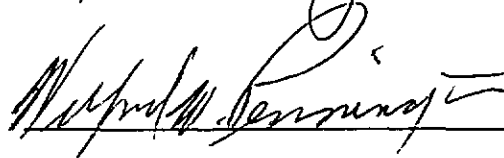
BE IT FURTHER RESOLVED, that the St. Clair County Employees' Retirement System Ordinance, as amended herewith, shall be effective as of January 1, 1991, and that the two new Board of Trustees provided herein, would take office on that date, and would remain in office until the new term begins, under provision of Article XII, Section 12.2 and Section 12.3.

Dated: July 25, 1990

Drafted by:
Donald E. Dodge
Administrator/Controller


Reviewed and Approved by:

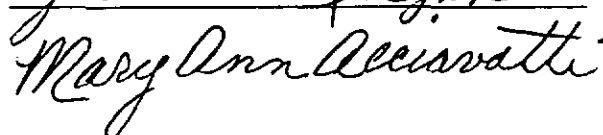






ROBERT J. NICKERSON
Corporation Counsel
301 County Building
Port Huron, MI 48060





RESOLUTION 90-33

AUTHORIZING ISSUANCE OF LETTER OF CREDIT FOR ACCOUNT
OF COUNTY OF ST. CLAIR

WHEREAS, County of St. Clair is the owner of certain land in the Township of Kimball, State of Michigan, which is the site of the Smiths Creek Landfill;

WHEREAS, Section 19 of Public Act 641 of 1978, as amended, requires, as a condition for continued licensing of a sanitary landfill, that a bond in the amount of One Million Dollars (\$1,000,000.00) be posted with the Michigan Department of Natural Resources;

WHEREAS, the Michigan Department of Natural Resources has authorized and agreed that a Letter of Credit in the amount of One Million Dollars (\$1,000,000.00) in favor of the Michigan Department of Natural Resources for the account of the County of St. Clair may be posted in lieu of a bond;

WHEREAS, Maureen Ruff, Treasurer, County of St. Clair, executed and delivered unto NBD Bank N.A., a Standby Letter of Credit Application and Agreement dated July 19, 1990, a copy of which is attached hereto as Exhibit "A", requesting NBD Bank N.A. to issue a Standby Letter of Credit in the amount of One Million Dollars (\$1,000,000.00) in favor of the Michigan Department of Natural Resources for the account of the County of St. Clair;

WHEREAS, NBD Bank N.A. has requested a Resolution of this Board in support of the procurement of said Irrevocable Letter of Credit and to authorize, ratify and confirm the actions of the County of St. Clair and of Maureen Ruff, Treasurer, County of St. Clair, in procuring said Irrevocable Letter of Credit, including but not limited to the execution and delivery of said Standby Letter of Credit Application and Agreement unto NBD Bank N.A.

NOW, THEREFORE, BE IT RESOLVED, that:

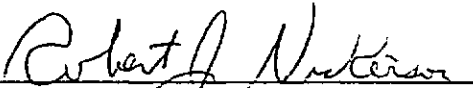
1) The execution and delivery of that certain Standby Letter of Credit Application and Agreement dated July 19, 1990, by Maureen Ruff, Treasurer, County of St. Clair, unto NBD Bank N.A. and the procurement of Irrevocable Letter of Credit from NBD Bank N.A. in favor of the Michigan Department of Natural Resources for the account of the County of St. Clair, and any and all liabilities and obligations of the County of St. Clair arising under or pursuant to the foregoing, are hereby authorized, ratified and confirmed by this Board, and the full faith and credit of the County of St. Clair is hereby offered in support of said Letter of Credit.

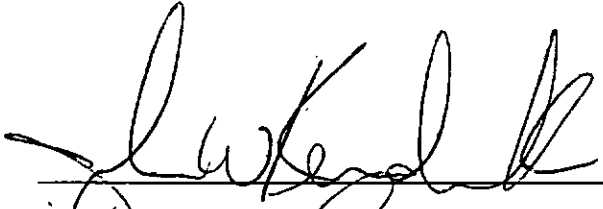
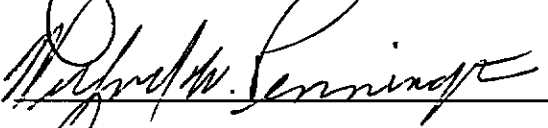

2) All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same hereby are rescinded.

DATED: July 25, 1990

Drafted by:
Donald E. Dodge
Administrator/Controller

Reviewed and Approved by:


ROBERT J. NICKERSON
County Corporation Counsel
301 County Building
Port Huron, MI 48060



National Bank of Detroit
 International Division
 Letter of Credit Department
 P.O. Box 330116
 Detroit, Michigan 48232-6116
 (313) 225-1000

In All Correspondence
 Quote Our Reference No.

◀ By Mail By Wire ▶

CABLES: NATIONBANK DET
 TELEX: ITT 4320060
 WU 023-0164
 S.W.I.F.T.: NBDD US33
 FAX: (313) 225-1111

IRREVOCABLE LETTER
 OF CREDIT NO. S112284
 DATED: JULY 30, 1990

MICHIGAN DEPARTMENT OF
 NATURAL RESOURCES
 P.O. BOX 30028
 LANSING, MICHIGAN 48909

SMITHS CREEK LAND FILL

 FACILITY NAME

DIRECTOR OF DEPARTMENT OF
 NATURAL RESOURCES

COUNTY OF ST. CLAIR

 COUNTY

WE HEREBY ISSUE OUR IRREVOCABLE LETTER OF CREDIT NO. S112284 IN YOUR FAVOR, ON BEHALF OF COUNTY OF ST. CLAIR, COUNTY BUILDING, 201 MCMORRAN BLVD., PORT HURON, MI 48060, HEREINAFTER KNOWN AS THE COUNTY, FOR A SUM OF \$1,000,000.00 (ONE MILLION AND 00/100 U.S. DOLLARS) AVAILABLE BY YOUR DRAFTS AT SIGHT DRAWN ON OUR INSTITUTION, NBD BANK, N.A., 611 WOODWARD AVENUE, DETROIT, MI 48226, MARKED "DRAWN UNDER NBD BANK, N.A. LETTER OF CREDIT NO. S112284 DATED JULY 30, 1990". DRAFTS DRAWN HEREUNDER MUST BE ACCOMPANIED BY THE FOLLOWING DOCUMENT(S):

YOUR SIGNED STATEMENT AS FOLLOWS: "I (DIRECTOR) CERTIFY THAT I HAVE ISSUED A NOTICE OF VIOLATION TO COUNTY OF ST. CLAIR ("THE COUNTY") INDICATING THAT THE COUNTY HAS FAILED TO PROPERLY EXECUTE ITS CLOSURE/POST-CLOSURE RESPONSIBILITIES OF THE SOLID WASTE DISPOSAL FACILITY KNOWN AS SMITHS CREEK LAND FILL, 6779 SMITHS CREEK ROAD, SMITHS CREEK, MICHIGAN 48074."

AND

2) A COPY OF THE NOTICE OF VIOLATION ADDRESSED TO COUNTY OF ST. CLAIR AS REFERRED TO IN DOCUMENT NO. 1.

OR YOUR SIGNED STATEMENT AS FOLLOWS: "I (DIRECTOR) CERTIFY THAT THE COUNTY OF ST. CLAIR HAS FAILED TO PROVIDE THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES WITH AN EXTENSION OF NBD BANK, N.A. LETTER OF CREDIT NO. S112284 OR WITH AN ACCEPTABLE REPLACEMENT LETTER OF CREDIT OR OTHER ACCEPTABLE FINANCIAL ASSURANCE NOT LESS THAN (60) DAYS PRIOR TO THE EXPIRATION DATE OF NBD BANK, N.A. LETTER OF CREDIT NO. S112284."

THIS LETTER OF CREDIT IS ISSUED TO PROVIDE FINANCIAL ASSURANCE TO THE STATE OF MICHIGAN, DEPARTMENT OF NATURAL RESOURCES FOR CLOSURE/POST-CLOSURE OF THE SOLID WASTE DISPOSAL FACILITY KNOWN

<<< CONTINUED ON NEXT PAGE >>>

JMS SM



National Bank of Detroit
International Division
Letter of Credit Department
P.O. Box 330116
Detroit, Michigan 48232-6116
(313) 225-1000

In All Correspondence
Quote Our Reference No.

◀ By Mail By Wire ▶

CABLES: NATIONBANK DET
TELEX: ITT 4320060
WU 023-0164
S.W.I.F.T.: NBDD US33
FAX: (313) 225-1111

OUR REF. NO. S112284

PAGE 2

AS SMITHS CREEK LAND FILL, 6779 SMITHS CREEK ROAD, SMITHS CREEK,
MICHIGAN 48074.

PARTIAL DRAWINGS ARE PERMITTED. THIS ORIGINAL LETTER OF CREDIT
MUST BE SUBMITTED TO US TOGETHER WITH ANY DRAWINGS HEREUNDER FOR
OUR ENDORSEMENT OF ANY PAYMENTS EFFECTED BY US AND/OR FOR
CANCELLATION.

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR
DOCUMENTARY CREDITS (1983 REVISION), INTERNATIONAL CHAMBER OF
COMMERCE, PUBLICATION NO. 400.

WE ENGAGE WITH YOU THAT EACH DRAFT DRAWN UNDER AND IN COMPLIANCE
WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED ON DELIVERY
OF THE DOCUMENTS AS SPECIFIED IF PRESENTED AT THIS OFFICE ON OR
BEFORE AUGUST 4, 1992.

VERY TRULY YOURS,

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

SPECIAL NOTICE: EFFECTIVE MAY 1, 1990, NATIONAL BANK OF DETROIT
HAS CHANGED ITS NAME TO: NBD BANK, N.A.
UNTIL NEW FORMS ARE FULLY IMPLEMENTED, FORMS
BEARING EITHER NAME REMAIN EQUALLY VALID.



Standby Letter of Credit Application and Reimbursement and Security Agreement
 (Applicant: Retain inside copy for your files.)

To: National Bank of Detroit, International Division, P.O. Box 330116, Detroit, Michigan 48232-6116 Date: July 19, 1990

Please issue an irrevocable Letter of Credit as set forth below:

Bank Use Only →

L/C Number

In Favor of (Beneficiary-Complete Name & Address)
 Michigan Department of Natural Resources
 P.O. Box 30028
 Lansing, Michigan 48909

For Account of (Applicant Name and Address)
 County of St. Clair
 County Building
 201 McMorran Blvd.
 Port Huron, Michigan 48060
 (Charge our NBD Acct. No. 2600 42 030 925)

Original L/C to be sent to:
 Beneficiary Ourselves (Applicant) Other:

Amount and Name of Currency

Drafts must be presented for negotiation or presented to drawee on or before (Expiry Date) 8-4-1992

Send By Courier Brief Cable + Airmail
 Airmail Full Cable

Available by drafts at sight drawn, at your option, on yourselves or your correspondent. (You may waive requirement for draft.)

When accompanied by the following documents (if any):
 (Please refer to attached suggested format for this credit) MFR. Bank (DNR Format) Exhibit A
 (To be issued as per your suggested format, Ref: NBD _____, a copy of which has been delivered to us and which is made an integral part of this application the same as if fully detailed herein.)
 (Other:)

Other Instructions:
 Partial Drawings are are not permitted.
 Charge our account for your fees/commissions/expenses.
 Invoice us for your fees/commissions/expenses.
 All charges, other than your own, are for beneficiary's account.
 In case of need contact:
 Name: Maureen Ruff
 Phone: (313) 985-2295

This Application is made pursuant to the Standby Letter of Credit Reimbursement and Security Agreement Terms and Conditions which appear as part of this form and apply to this Application and the credit issued pursuant hereto, receipt of which Terms and Conditions is hereby acknowledged. The credit may be issued containing such terms as are in accordance with this application, but with such modifications as you, in your sole discretion, may deem advisable without variance from the principle terms hereof.
 Authorized Signature: *Maureen Ruff*
 Printed Name/Title of Signer: Maureen Ruff
 County Treasurer

**Standby Letter of Credit - Reimbursement and Security Agreement
Terms and Conditions**

1. Obligation of Bank to Issue Credits

Except for a contrary provision in the application for Letter of Credit ("Credit"), the terms and conditions herein set forth shall apply to issuance of the Credit, provided, until issuance of said Credit, you shall be under no obligation to issue the same.

2. Obligation to Pay

(a) Drafts or Acceptances

As to drafts or acceptances drawn or purporting to be drawn under the Credit, we agree: (i) in the case of each sight draft, to reimburse you at your office, on demand, the amount paid on such drafts, or, if so demanded by you, to pay to you at your office in advance the amount required to pay such draft; and (ii) in case of each acceptance, to pay to you, at your office, the amount thereof, on demand, but in no event later than maturity, or, in case the acceptance is not payable at your office, then in time to reach the place of payment at maturity. As to drafts or acceptances which are payable in other than U.S. Currency to pay or reimburse you, on demand, in U.S. Currency the equivalent of the amount paid or estimated by you to be paid, at your current rate of exchange as of the date of payment or at the date of transmission by you for cable transfers to the place of payment where and in the currency in which draft or acceptance is payable, or if there is no such rate at said time, then at such rate as you may fix.

(b) As to documents presented for payment at sight pursuant to the credit, without drafts, we agree our obligation thereunder shall be the same as though sight drafts had been presented or accompanied such documents.

(c) Commissions, Charges, Expenses, Fees and Interest

We agree to pay you on demand such commission based on the amount of the credit as is your then current scheduled charges for the particular credit and all charges and expenses paid or incurred by you including, without limitation, FDIC Assessments and the cost of maintenance of required reserves, if any (including expenses of collection, litigation or of exercise of your rights hereunder as to security or otherwise and legal fees) and interest on the amount of any payment made by you under the credit and not reimbursed by us as herein provided (plus interest on commissions, charges and expenses not so reimbursed) at the rate of 3% per annum more than the prime rate announced by you as the prime rate for your commercial loans then in effect (which prime rate may not necessarily be the lowest rate charged by you to any of your customers), but not an amount greater than is allowable under the laws of the State of Michigan.

(d) Increased Costs

If any change in any law or regulation or in the interpretation thereof by any court or administrative or governmental authority charged with the administration thereof shall either (a) impose, modify or deem applicable any reserve, special deposit or similar requirement against letters of credit issued by, or assets held by, or deposits in or for the account of, the Bank or, (b) impose on the Bank any other condition regarding this Agreement or the Letter of Credit, and the result of any event referred to in clause (a) or (b) of this section shall be to increase the cost to the Bank of issuing or maintaining the Letter of Credit then, the applicant shall immediately pay to the Bank, upon demand, all additional amounts necessary to compensate the Bank for such increased costs incurred by the Bank. A certificate as to such increased costs incurred by the Bank as a result of any event mentioned in clause (a) or (b) shall be submitted by the Bank to the applicant and shall be conclusive as to the amount owing under this section.

(e) Advice From Correspondents

Telegraphic or other notice from your correspondent or agents of payment, acceptance, or other action under the Credit shall be presumptive evidence of our liability hereunder to reimburse you.

3. Administration of Credit

(a) "Uniform Customs and Practices for Documentary Credits"

The "Uniform Customs and Practice for Documentary Credits, 1983 revision, ICC Publication N° 400," or the most current publication thereof, of the International Chamber of Commerce (copy of which is available from you at our request) shall govern the rights and liabilities of you and us hereunder to the same effect as if stated word for word herein, and the Credit issued hereunder shall be subject to, and be governed by, the provisions of said uniform customs and practices unless the context of this agreement shall be contrary thereto, or in addition thereto, in which event any contrary or additional obligation or liability of us hereunder shall be as stated herein and your rights, obligation or liability as stated herein shall each govern notwithstanding the provisions of said uniform customs and practices which shall be thereby deemed to be superseded and not applicable to the extent of such contrary or additional provisions of this agreement, but not otherwise.

(b) Draft Less Than Credit Amount

Unless written instructions have been specifically given you to the contrary, a draft for less than the Credit may be honored.

4. Security Interests

As security for the prompt payment of all our obligations and liabilities hereunder, and in addition to any other security given to you by separate agreement, you are hereby granted a continuing security interest in and, the right to possession and disposition of, all property shipped, stored or dealt with in connection with the Credit, or the drafts drawn thereunder, and to all drafts, documents or instruments or contracts (including shipping documents or warehouse receipts or policies or certificates of insurance) or inventory or accounts or chattel paper or contract rights or general intangibles, arising from or in connection with this Credit, regardless of whether such property or documents or instruments, or other security herein described, are in your actual or constructive possession, or in transit to you, your agents, or correspondents, and the proceeds thereof, and we hereby further grant you a right of set-off upon all deposits and credits with you until our obligations or liabilities to you have been paid and discharged. We agree that this Agreement may be filed as a financing statement or that we will execute such financing statements or other documents or writings as shall be necessary, in your judgment, to perfect or maintain your security interest, as aforesaid, and to pay all costs of filing. We also agree you may execute on our behalf such financing statement and we do irrevocably appoint you as our attorney in fact for such purpose. You shall have all rights and remedies of a secured party under the Uniform Commercial Code of Michigan and you shall give us five (5) days prior written notice to the time and place of any sale upon exercise of your right to sale, public or private, before or after maturity, unless such security is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. You may discount, settle, compromise or extend any obligation, constituting such security, and sue thereon in your name. You shall not be liable for failure to collect or demand payment of, or protest or give notice of, or non payment of, any obligations, included in such security or part thereof, or for any delay, nor shall you be under any obligation to take any action in respect of such security, including any obligation to file, record or maintain or establish the validity, priority, or enforceability of your rights in or to the security. Any property or documents representing security hereunder may be held by you in your name or your nominee's name, all without notice and whether a Default exists, or not. Proceeds of sale or transfer of the security shall be applied, in order, to expenses of retaking, holding, preparing for sale, and the reasonable attorney fees and legal expenses incurred or paid by you, and then, to our obligation hereunder until paid in full.

5. Default

We shall be in Default under this agreement upon occurrence of any one of the following:

- (a) Failure to perform or observe any of the terms and conditions hereof; or
- (b) Failure to pay, when due, whether upon your demand or otherwise, any amounts due hereunder; or
- (c) Any warranty representation or statement made to or furnished you is untrue in any material respect; or
- (d) The loss, theft, destruction, sale or encumbrance of any part or all of the security for this agreement; or
- (e) The death, incapacity, insolvency, dissolution, termination of existence, suspension of business or if a receiver is appointed for any part of our property, or if we make an assignment for the benefit of creditors, or upon the commencement of bankruptcy or insolvency proceedings by or against us, or upon the issuance or service of any levy, lien, writ of attachment or garnishment or execution or similar process against us, or any of our property; or
- (f) Failure to pay, when due, any tax; or
- (g) If, in your sole opinion, our financial responsibility is impaired; or
- (h) Any event occurs which results or could result in the acceleration of the maturity of any of our indebtedness to you or to others under any note, agreement or undertaking, in which event you shall have the right to take possession of the security given herein, set-off against same, or the rights of a secured creditor, with or without process of law, and foreclose, sell or otherwise liquidate the security both as herein provided and as provided in the Uniform Commercial Code of the State of Michigan.

6. Modification of Credit

All extensions, including extensions of maturity or time for the terms hereof for a temporary advance or acceptance or loan, or extension of drafts, acceptances or documents, or renewal or extension with the credit, with or without further document, or extension of credit or increase or other modification of the credit, shall continue to be governed by this agreement.

7. Waiver

No delay on your part in the exercise of any of your rights or remedies shall operate as a waiver, nor shall any single or partial waiver, or any right or remedy preclude any other further exercise thereof, or the exercise of any other right or remedy, and no waiver or indulgence by you of any default shall be effective unless in writing and signed by you, nor shall a waiver on any one occasion be construed as a bar, or waiver of, any such right on any future occasion.

8. Governing Law

This agreement, and the validity and enforceability thereof, shall be governed by, and construed in accordance with, the laws of the State of Michigan.

9. Binding Effect

Any provision hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof. This agreement shall inure to the benefit of, and be enforceable by you, your successors or assigns.

10. Construction

The words (we) (our) and (us) shall be read, if the undersigned be an individual, as (I, my and me) as the case may be and bind jointly and severally the two or more of us executing this agreement, and any obligor, maker, endorser, acceptor, surety or guarantor or other party having an obligation hereunder. Time is of the essence of this agreement.

11. Participant

You may sell all or any part of your liability hereunder to a participant bank. The terms "you" and "your" shall refer to National Bank of Detroit and the participant bank, if any. Our obligation to you and the participant bank shall be to each of you until our obligation hereunder shall be paid or otherwise be satisfied or expire, and the participant bank shall be subrogated to your rights hereunder against us upon its payment to you of its liability to you hereunder.

12. Damages

Your liability, if any, for your negligence, acts of omission or otherwise shall be limited to direct actual damages, but without liability for general, punitive or special damages or other consequential damages resulting therefrom.

IRREVOCABLE LETTER OF CREDIT [REDACTED]

MICHIGAN DEPARTMENT OF NATURAL RESOURCES
P.O. BOX 30028
LANSING, MICHIGAN 48909

SMITHS CREEK LAND FILL
FACILITY NAME

DIRECTOR OF DEPARTMENT OF NATURAL
RESOURCES

COUNTY OF ST. CLAIR
COUNTY

WE HEREBY ISSUE OUR IRREVOCABLE LETTER OF CREDIT [REDACTED] IN YOUR FAVOR, ON BEHALF OF COUNTY OF ST. CLAIR, 201 MCMORRAN BLVD., PORT HURON, MI 48060. HEREINAFTER KNOWN AS THE COUNTY, FOR A SUM OF \$1,000,000.00 (ONE MILLION AND 00/100 U.S. DOLLARS) AVAILABLE BY YOUR DRAFTS AT SIGHT DRAWN ON OUR INSTITUTION, [REDACTED], MARKED "DRAWN UNDER [REDACTED] BANK [REDACTED] LETTER OF CREDIT [REDACTED] DATED [REDACTED]" DRAFTS DRAWN HEREUNDER MUST BE ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

- 1) YOUR SIGNED STATEMENT AS FOLLOWS: "I (DIRECTOR) CERTIFY THAT I HAVE ISSUED A NOTICE OF VIOLATION TO COUNTY OF ST. CLAIR ("THE COUNTY") INDICATING THAT THE COUNTY HAS FAILED TO PROPERLY EXECUTE ITS CLOSURE/POST - CLOSURE RESPONSIBILITIES OF THE SOLID WASTE DISPOSAL FACILITY KNOWN AS SMITHS CREEK LAND FILL, 6779 SMITHS CREEK ROAD, SMITHS CREEK, MICHIGAN 48074."
AND
- 2) A COPY OF THE NOTICE OF VIOLATION ADDRESSED TO COUNTY OF ST. CLAIR AS REFERRED TO IN DOCUMENT NO. 1.
OR
- 3) YOUR SIGNED STATEMENT AS FOLLOWS: "I (DIRECTOR) CERTIFY THAT THE COUNTY OF ST. CLAIR HAS FAILED TO PROVIDE THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES WITH AN EXTENSION OF [REDACTED] BANK [REDACTED] LETTER OF CREDIT [REDACTED] OR WITH AN ACCEPTABLE REPLACEMENT LETTER OF CREDIT OR OTHER ACCEPTABLE FINANCIAL ASSURANCE NOT LESS THAN SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF [REDACTED] BANK [REDACTED] LETTER OF CREDIT [REDACTED]."

THIS LETTER OF CREDIT IS ISSUED TO PROVIDE FINANCIAL ASSURANCE TO THE STATE OF MICHIGAN, DEPARTMENT OF NATURAL RESOURCES FOR CLOSURE/POST-CLOSURE OF THE SOLID WASTE DISPOSAL FACILITY KNOWN AS SMITHS CREEK LAND FILL, 6779 SMITHS CREEK ROAD, SMITHS CREEK, MICHIGAN 48074.

PARTIAL DRAWINGS ARE PERMITTED. THIS ORIGINAL LETTER OF CREDIT MUST BE SUBMITTED TO US TOGETHER WITH ANY DRAWINGS HEREUNDER FOR OUR ENDORSEMENT OF ANY PAYMENTS EFFECTED BY US AND/OR FOR CANCELLATION.

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1983 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 400.

WE ENGAGE WITH YOU THAT EACH DRAFT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED ON DELIVERY OF THE DOCUMENTS AS SPECIFIED IF PRESENTED AT THIS OFFICE ON OR BEFORE AUGUST 4, [REDACTED] 1992

ESTABLISHING WATER SUPPLY SYSTEM
FOR PART OF THE COUNTY OF ST. CLAIR
WATER SUPPLY SYSTEM NO. II-A

WHEREAS, the Board of Commissioners of the County of St. Clair, Michigan, does hereby approve the establishment of a water supply system for supplying water to the district hereinafter described, said system to consist generally of watermains and appurtenances thereto, and all plants, works, instrumentalities and properties deemed necessary for the obtaining of water and the distribution thereof to properly service the area comprising said district hereinafter described; and

WHEREAS, the Board of Public Works of the County of St. Clair is hereby authorized and directed to secure plans and specifications for said water supply system; to negotiate contracts with the municipality to be served by said system relative to the acquisition, construction, operation and financing thereof, as authorized by Act 185, Public Acts of 1957, as amended; and to submit such contracts to this Board for its approval.

WHEREAS, said water supply system shall be known as "St. Clair County Water Supply System No. II-A" and the area to be served thereby shall be known as "St. Clair County Water Supply System No. II-A Water Supply District", and shall consist of the following territory:

<u>Municipality</u>	<u>Area To Be Served</u>
Clay Township	Entire Mainland

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners grants approval and authorizes the Chairperson to execute the above named project.

DATED: July 25 1990

Reviewed and Approved by:

Robert J. Nickerson
ROBERT J. NICKERSON,
Corporation Counsel
301 County Building
Port Huron, MI 48060

Francis R. Kujawa
William J. Daniels
Audrey E. Pack

RESOLUTION NO. 90-11

BOARD OF PUBLIC WORKS
OF THE COUNTY OF ST. CLAIR

ESTABLISHING WATER SUPPLY SYSTEM NO. II-A

St. Clair County Water Supply System No. II-A Water Supply District

WHEREAS, the Board of Public Works has received and approved a resolution from Clay Township to take the necessary steps to establish, construct and finance a water supply and distribution system to service the Mainland, Clay Township; and

WHEREAS, the Board of Public Works has recommended adoption by the County Board of Commissioners of the attached resolution, which establishes St. Clair County Water Supply System No. II-A Water Supply District; and

NOW, THEREFORE, BE IT RESOLVED, That the Board of Public Works recommends adoption by the County Board of Commissioners of the attached resolution.

AYES: Commissioner Foley
Commissioner McCormick
Commissioner Street

NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a regular meeting of the Board of Public Works of the County of St. Clair held on Tuesday, July 10, 1990 at 10:00 a.m. in the St. Clair County Road Commissioner's Central Service Center, 21 Airport Drive, Port Huron, Michigan.


Janet C. Kitamura, Deputy Secretary

RESOLUTION 90-31

AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS
TO PROCEED WITH CONSTRUCTION OF WATER
SYSTEM IMPROVEMENTS

WHEREAS, the Township of Clay (the "Township") has presented to the St. Clair County Board of Public Works a request that the County of St. Clair, through the Department of Public Works, issue bonds in the approximate total amount of \$3,000,000, payable from contractual payments to be made by the Township to the County of St. Clair through said Department of Public Works and secured secondarily by a pledge of the County's limited tax full faith and credit, said bonds to finance the costs of construction of necessary water improvements to service said Township, such improvements to consist of extensions to the water system and related appurtenances; and

WHEREAS, the St. Clair County Board of Public Works has reviewed said request and the financial and engineering aspects of the proposed project and has determined the same to be within the scope of the authority of said County and Department of Public Works, to be feasible if undertaken through said County agencies but not financially desirable if undertaken by the Township alone, and to be necessary for the public health, safety and welfare specifically of the Township and its inhabitants and generally of the County; and

WHEREAS, the St. Clair County Department of Public Works has recommended to this Board that the project be given tentative approval and that the Board of Public Works be authorized to undertake initial steps toward the financing and construction of the project, subject, however, to certain conditions.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The St. Clair County Board of Commissioners does hereby give its initial and tentative approval to the aforesaid project, as the construction of water system improvements and does authorize the St. Clair County Board of Public Works to undertake the financing and construction of the project, subject, however, to final approval of this Board of Commissioners upon submission to this Board of the bonding documents evidencing agreement between the Township and the St. Clair County Department of Public Works, acting for and on behalf of the County of St. Clair, for the acquisition, construction, financing and operation of the project.

2. The St. Clair County Department of Public Works shall contract for the necessary engineering services to draw plans for the project and shall enter into negotiations with the Township for the execution of a contract covering the acquisition, construction and financing of the project by the St. Clair County Department of Public Works for and on behalf of the County of St. Clair, with the project to be leased to the Township for operation after construction.

3. The St. Clair County Department of Public Works is authorized to enter into contracts with the following consultants in connection with the project:

As Bond Counsel:	Miller, Canfield, Paddock and Stone Detroit, Michigan
As Financial Consultant:	Stauder, Barch & Associates Ann Arbor, Michigan
As Engineers:	Boldt, McLeod and Johnson, Inc. Port Huron, Michigan

4. The Township shall undertake to provide by contract for the payment of all costs of retiring the necessary financing and shall further undertake to reimburse the St. Clair County Department of Public Works for all expenses incurred in

Reviewed and Approved by:

William H. Donneels

Audrey E. Rack

Robert J. Nickerson
ROBERT J. NICKERSON
Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 90-30

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
SHERIFF DEPARTMENT CIVILIAN SUPERVISORS - AFSCME

WHEREAS, the Sheriff Department Civilian Supervisors-
AFSCME is recognized by the Michigan Employment Relations
Commission, St. Clair County and the St. Clair County Sheriff
as the exclusive representative of certain employees of the
County of St. Clair, and

WHEREAS, St. Clair County has authority and responsi-
bility to bargain on matters of wages and working conditions, and

WHEREAS, the parties have collectively bargained
mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective
Bargaining Agreement (Attached Exhibit "A"), for the period
January 1, 1989 through December 31, 1991, is hereby approved and
adopted.

DATED: June 27, 1990

Audrey E. Pack

Reviewed and Approved by:

William J. Danneels

JHM

Francis R. Reynolds

TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060

TENTATIVE AGREEMENT

BETWEEN

THE ST. CLAIR COUNTY
BOARD OF COMMISSIONERS

and

THE ST. CLAIR COUNTY
SHERIFF DEPARTMENT CIVILIAN SUPERVISORS

JANUARY 1, 1989

THROUGH

DECEMBER 31, 1991

EXHIBIT "A"

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ARTICLE I
AGREEMENT

1.1: This Agreement made and entered in for the period January 1, 1989 through December 31, 1991 between the Board of Commissioners of the County of St. Clair and the Sheriff of St. Clair County, hereafter referred to as the "Co-Employer", and the St. Clair County Sheriff Department Supervisors - AFSCME, hereafter referred to as the "Union."

ARTICLE II
PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth terms and conditions of employment, so that the parties hereto, may in an orderly fashion carry out their mutual desire to work together harmoniously and continue to maintain relations between the Employer and the Union, which will serve to the best interests of all concerned.

2.2: To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between representatives of the parties hereto at all levels and among the local Union members.

ARTICLE III
RECOGNITION

3.1: The Union is hereby recognized as the exclusive representative of all employees of the following classifications employed in the St. Clair County Sheriff's Department for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and working conditions for the term of the Agreement as follows:

SERVICE BUREAU MANAGER
DIRECTOR OF COMMUNICATIONS

3.2: The parties hereto agree that they shall not discriminate against any persons because of race, creed, color, national origin, age, sex, marital status or number of dependents, or handicap.

3.3: A temporary employee shall be defined as an employee hired for a definite predetermined period of time not to exceed six (6) months, provided, however, if a temporary employee is hired to replace a permanent employee on leave of absence, they may retain their temporary status for a period of said leave of absence.

ARTICLE IV
MANAGEMENT RIGHTS

4.1: It is recognized that the management of the County, the control of its properties, and the maintenance of order and efficiency is solely the responsibility of the County. Other rights and responsibilities not abridged by this contract shall belong solely to the County and are hereby recognized prominent among, but by no means wholly inclusive.

- a. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling hours; manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate St. Clair County.
- b. Further, it is recognized that the responsibility of the management of the County for the selection and direction of the working forces includes the right to decide the number of employees, the right to hire, suspend, discipline or discharge for just cause; assign work within the unit; promote or transfer; the right to decide employee's qualification; to determine the rules and regulations governing employee's conduct and safety; and to relieve employees from duty because of lack of work or other legitimate reason; is vested exclusively in the County, subject only to the provisions of this Agreement as herein set forth.
- c. The County's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE V
CONTRACT SERVICES

5.1: Due to the high cost of maintaining and operating the Sheriff's Department, the Sheriff and the County may determine it necessary to provide its services to communities within the County on a contractual basis or to take advantage of available grants and aids. Funding obtained by any of these means shall be defined as a contract service.

5.2: The Sheriff and County shall have exclusive responsibility and authority to determine the providing of contract services.

5.3: Be it provided, however, the Union shall be notified of all contract services within five (5) County business days of the Agreement by the Sheriff, Board of Commissioners and the contractee that is being provided services. At the Union's request, full terms and conditions of the contract will be provided the Union. Be it further provided, subsequent renewal and/or modification of any contract for services will be subject to these same notification and disclosure stipulations.

5.4: Participation in a contract service may require the appointment of new or additional employees. The acquisition of employees shall be in accordance with the Career Change and Advancement provision of this Agreement, unless otherwise mutually agreed. At such time as contract services are no longer to be provided, for any reason, the employee

compensated in part or the whole by such funds, shall be subject to layoff. Be it provided, however, that the employee shall exercise seniority displacement rights in accordance with the layoff and recall provision of this Agreement.

ARTICLE VI
AGENCY SHOP

6.1: All current employees covered by this Agreement and all new employees hired after the effective date of this Agreement shall, as a condition of continued employment, become members of the Union and pay the monthly union dues uniformly required of union members or pay to the Union a representation fee as herein defined, effective thirty (30) calendar days after the effective date of this Agreement or date of hire whichever is later.

6.2: The representation fee shall be an amount as determined by the Union not to exceed normal dues which is equivalent to the actual cost for negotiations, grievance processing, and administration of this Agreement.

6.3: For those employees for who properly executed payroll deduction authorization forms are delivered to the Personnel Office the Employer will deduct Union dues or representation fees each from the first two (2) pay periods of each month as per such authorization and shall remit to the AFSCME any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

6.4: If the bargaining unit member fails to comply the AFSCME shall give a copy of the letter sent to the delinquent bargaining unit member and following written notice to the Employer at the end of the fourteen (14) calendar day period.

6.5: "The AFSCME certifies that _____ has failed to tender the periodic representation fee required under the labor agreement and demands that, under the terms of this Agreement, the Employer deduct the delinquent representation fees from the collective bargaining unit member's salary." (The AFSCME certifies that the amount of the representation fee includes only the proportionately equivalent amount necessary for negotiations, grievance processing and administration of this Agreement.)

6.6: The Employer, upon receipt of said notice and request for deduction, shall act pursuant to labor contract. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The AFSCME in enforcing this provision, agrees not to discriminate between bargaining unit members. The Union will defend and indemnify the Employer may incur by reason of deductions made pursuant to this paragraph.

6.7: The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that the purposes of complying with the provisions of this Article. It is further agreed that neither any employee nor the Union shall have any claim against the County for any deductions made or not made, as the case

may be, except that the County shall be responsible to provide the Union with dues deducted from the employees pay. In no case shall the County be responsible to pay the Union or employee an amount equal to dues or representation fee which may or may not have been deducted and paid to the Union or employees.

ARTICLE VII
UNION REPRESENTATION

7.1: The Union shall be represented to the Employer by no more than one (1) representative. The name and classification of this employee shall be communicated in writing to the Sheriff and Personnel Officer of the County upon their selection and/or subsequent change.

7.2: The representative(s) shall be permitted to represent the employees to the Employer in matters of negotiation, grievances, or concerns of the membership. No more than two (2) employees may be paid when in negotiations. No more than one (1) employee representative may be paid for time spent representing the Union in all other matters. The employee(s) shall have exclusive and sole authority and power to select who shall represent them to the Sheriff and/or County and shall have full responsibility to arrange for said representation.

7.3: The Employer shall grant a leave of absence not to exceed an accumulative fourteen (14) days a year to bargaining unit members selected for attendance at Union conventions or activities. Be it provided, however, that no more than one (1) employee shall be granted leave at any one time and that such leave be without pay unless the employee utilizes vacation leave. Be it further provided, that such request shall be made in writing no less than four (4) weeks in advance.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1: STEP 1

- A. Any employee having a specified grievance alleging a violation of this Agreement, a violation or deviation from an established County or departmental policy or procedure, or a failure of the County or department to comply with a policy, procedure, method, practice or regulation of the County or department shall, within fifteen (15) calendar days of the alleged grievance, take the matter up with the Sheriff or the Sheriff's designated representative, who shall attempt to adjust the grievance with the terms of this Agreement, County or departmental policy, procedure, method, practice or regulation. The employee shall be entitled to have a union representative present at this step.

- B. Any employee may request the Sheriff or the designated representative of the Sheriff to call one of the designated local union representatives to handle a specified grievance with the Sheriff or the designated representative of the Sheriff. In this case, the Union representative will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operations of the Sheriff's Department.

8.2: STEP 2

- A. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the office of the Sheriff or designee within ten (10) calendar days after the meeting or adjourned meeting at Step 1. In this case a meeting will be arranged within fifteen (15) working days between the designated representative of the union, the Grievant(s), and the Sheriff or the Sheriff's designated representative for the purpose of attempting to settle the grievance at the department level. The Sheriff or designee shall provide a written decision within ten (10) working days to the Union.

8.3: STEP 3

- A. Grievances shall be considered settled at Step 2 unless delivered to the Personnel Office within seven (7) calendar days after completion of Step 2. The Personnel Officer shall serve as the County's Grievance Representative and shall be empowered to resolve all grievances within the terms of the Collective Bargaining Agreement.
- B. Such notice shall contain a request by the Union that a hearing be held within two (2) weeks of the delivery of said notice for the disposition of said grievance. At such hearing both the Union and the Employer Representative(s) may request the presence of any and all parties who have been involved in the grievance up to this step.
- C. At such hearing the Sheriff may be represented by one (1) or more representatives and the Union and the Grievant(s) may be represented by their union representative(s) theretofore designated as grievance representatives and such other Union representative it wishes to have present.
- D. The grievance representative of the Employer shall deliver the decision of the Employer to the union in writing within ten (10) work days excluding holidays and weekends following the hearing.
- E. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the parties.
- F. It is agreed that Saturday, Sunday, and holidays shall not be counted in computing time limits provided herein, except when such time limits are measured in weeks.
- G. The grievance shall be considered settled at Step 3 unless written notice is delivered to the Personnel Office within thirty (30) calendar days after the completion of Step 3.
- H. Failure of the designated Employer Representative(s) to comply within the deadline established at any step shall result in advancement to the next step of the procedure, if determined by the Union.

8.4: STEP 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration shall be subject to the following safeguards and conditions:

- A. The Union shall within thirty (30) calendar days following the County's decision at Step 3, notify the County Personnel Officer and Sheriff of the Union's intention to pursue arbitration, or the matter will be untimely.
- B. The Union shall have the option to select arbitration through the American Arbitration Association, Federal Mediation and Conciliation Service or as otherwise mutually agreed by the parties.
- C. The fee and expenses of the arbitrator shall be borne completely by the party which fails to prevail. All other expenses related to the arbitration proceedings, including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- D. The arbitrator shall be limited to apply and interpret those articles and sections of this Agreement and shall have powers as hereby limited by application of Step 1 (A) of this article, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications or a specified article and section of this Agreement.
- E. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor shall the arbitrator be empowered to award damages or establish salary schedules or classifications.
- F. The arbitrator, in rendering a decision, shall give full recognition to the whole of the Agreement as it relates to responsibilities, powers, authority, and rights vested with the County and Sheriff, except as specifically limited by express provisions of the Agreement.
- G. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on all parties.

ARTICLE IX
SENIORITY

9.1: New employees hired in the Unit shall be required to serve an orientation period of one hundred and eighty (180) calendar days from the actual date of assuming the position. After completion of the orientation period, the employee shall be added on the applicable seniority list of the unit and seniority shall start as defined herein. Unsatisfactory performance during the orientation period shall result in the termination of employment.

- A. County Seniority - The most recent date of full time continuous employment with St. Clair County.
- B. Department Seniority - The most recent date of full time continuous employment with the St. Clair County Sheriff's Department.
- C. Bargaining Unit Seniority - The most recent date of full time continuous employment within the bargaining unit.
- D. Classification Seniority - The most recent date of full time continuous employment within the classification.

9.2: The seniority list on the date of this Agreement will show the names and classifications of all employees of the Unit entitled to seniority.

9.3: Up to date seniority lists shall be made available to all employees for their inspection by posting in the Unit.

ARTICLE X
LOSS OF SENIORITY

10.1: An employee shall lose all seniority for the following reasons only:

- A. Is discharged and discharge is not reversed.
- B. The employee is absent for two (2) consecutive working days without notification to the Sheriff or designated representative during the two (2) day period. Exceptions may be made by the Sheriff or designee on proof of good cause that failure to report was beyond the employee's control. After such absence, written notification shall be sent to the employee at their last known address that they have lost all seniority rights. The grievance procedure shall be available to the employee provided it is commenced in writing within fifteen (15) calendar days following mailing of notice of discharge as herein provided.
- C. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.
- D. Retirement.
- E. The employee resigns.
- F. Death.

ARTICLE XI
DISCHARGE AND DISCIPLINE

11.1: The Employer agrees to promptly, upon the discharge or discipline of an employee, notify in writing one of the local designated representatives of the Union of the discharge or discipline. The employee shall be entitled to have a local designated representative of their own choice present when discipline is administered provided it is reasonable to do so, but shall not unduly disrupt or delay the administration of discipline. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same, and a copy of a complaint giving rise to a disciplinary action prior

to such action becoming part of the Employer's records. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

11.2: Should the discharged or disciplined employee consider the charge to be improper, procedures outlined in the grievance procedure provisions of the Agreement may be followed by the employee. The Employer shall review with the employee disciplinary action taken against the employee in a reasonable method and manner prior to the documentation of such action becoming part of the Employer's record. The employee shall have the right to be represented by the Union during this review.

11.3: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of an employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE XII LAYOFF AND RECALL

12.1: Layoff shall mean a reduction in the work force due to a decrease of work, restructuring, or budget limitation as determined by the Employer.

12.2: When a layoff is determined to be necessary by the Employer, the Union shall be notified promptly. The Union may request to meet with the Employer prior to implementing a layoff. The Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting. When a layoff is to employee(s) in state or federally funded programs, no meeting shall be scheduled.

12.3: The method of layoff, insofar as it does not violate any provision herein, shall not be subject to the grievance procedure.

12.4: Employees to be laid off will have no less than fourteen (14) calendar days written notice of layoff. The Union will be provided a copy of the layoff notice given to each employee.

12.5: When a layoff is necessary, temporary and probationary employees in the affected classification shall be laid off first, provided the remaining employees are qualified to perform the function required by the Employer. To be qualified, an employee must meet the minimal education, experience and ability standards established for the position. Employee(s) shall be laid off in seniority order from the least to the most senior, provided that the most senior employee(s) qualified to perform the function shall be retained.

12.6: In the event two or more employees have equal seniority, layoff shall be by employee payroll number. The employee(s) with the highest employee payroll number(s) shall be considered to have the least seniority.

12.7: During the period of layoff, an employee shall accrue no seniority nor be eligible for any fringe benefits.

12.8: A laid off employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years.

12.9: Recall from layoff shall mean a return to work from layoff.

12.10: When a recall from layoff is determined to be necessary by the Employer, the most senior employee in the classification who is laid off and who is qualified to perform the function required by the Employer shall be recalled.

12.11: Notice of return to work shall be sent by registered or certified mail to the last known address of the employee. The date to report to work shall allow the employee the opportunity to provide the interim employer with two (2) weeks separation notice. Failure of the employee to report to work as scheduled; or to confirm a mutually satisfactory alternative date, shall result in the employee's termination. The Employer may contact the employee in order to arrange for a mutually satisfactory date to return to work which provides less than two (2) weeks notice.

12.12: Upon return to work, the Employer shall calculate the employee's adjusted seniority date. The adjusted seniority date shall recognize seniority for the period prior to layoff only. The adjusted seniority date shall be applicable for calculating all provisions, economic and non-economic of the Collective Bargaining Agreement.

12.13: Upon recall, a full time employee who fails to accept an offer of full time work to which the employee is qualified shall result in the employee's termination and the forfeiture of any recall rights.

ARTICLE XIII TRANSFERS

13.1: If an employee transfers to a position with the Employer not included in the bargaining unit and thereafter within six (6) months transfers back to a position within the bargaining unit, the employee shall retain all rights accrued for the purpose of any benefits as may be provided in this Agreement.

13.2: When operations or organizational components are transferred from one location to another for a period of more than seven (7) calendar days, the employees affected will be given the opportunity to transfer within their classification, so long as continuous and effective delivery of service shall not be affected. In the event an affected employee refuses to transfer with the operation organizational component, and there are no other current vacancies to which he may transfer, he shall be deemed to have resigned.

ARTICLE XIV
EMPLOYEE RECORD REVIEW

14.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee record file. The Employer shall provide a location reasonably near the employee's place of employment and during normal working hours.

14.2: The employee may inquire into disciplinary action taken against the employee provided in the Employer's record. The Employer shall provide copies of all such documentation at the expense of the employee.

14.3: The employee may request to receive copies of all disciplinary actions taken against the employee. The Employer shall provide copies of all such documentation at the expense of the employee.

14.4: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE XV
TEMPORARY ASSIGNMENTS

15.1: An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant. Temporary assignments shall be limited to thirty (30) working days with extension only through concurrence of the County, Union and affected employee.

15.2: Temporary assignments shall be authorized in writing to the employee by the Sheriff.

15.3: A temporarily assigned employee shall not be paid the rate consistent with the position for working five (5) or fewer work days. Upon working the sixth (6) day, the employee shall be entitled pay back to the first day of temporary assignment. A temporarily assigned employee having met the conditions herein shall not be made to suffer a reduced rate of pay for a temporary assignment.

15.4: A temporary employee is an employee hired to perform a function either full time or part time for a predetermined period of time as a substitute for an employee on a leave of absence or in a seasonal capacity. The temporary status of a substitute employee shall not exceed one (1) year. The temporary status of a seasonal employee shall not exceed ninety (90) work days. A temporary employee shall not be eligible for fringe benefits.

ARTICLE XVI
LEAVES OF ABSENCE

- 16.1: An employee may request a leave of absence for:
- A. Serious or critical illness of their spouse, child, or parent;
 - B. Personal illness (physical or mental); or,
 - C. Educational purposes.
 - D. Serving in any union position.
- 16.2: An employee may request a leave of absence for serious or critical illness to their spouse, child or parent. The employee shall be entitled to use accrued sick days to provide compensation during such a leave. An employee who lacks sufficient sick days or who elects not to use sick days shall be on a leave without pay. The employee shall provide medical verification from the attending physician to be eligible for a leave of absence.
- 16.3: The leave of absence for personal illness shall be consistent with the provisions of Article XX - Sick Days and Disability Insurance in order to be granted. The employee shall be required to provide medical verification by the attending physician when illness extends beyond seven (7) calendar days and at reasonable intervals as determined by the County. Such leave shall not extend beyond one (1) year. The County shall have the right to require an employee to submit to an examination by a physician of the County's choice provided such charges are paid by the County.
- 16.4: An educational leave without pay (except when required by the County) may be granted for a reasonable interval consistent with meeting the operational needs of the department or it shall be denied.
- 16.5: In no case shall an employee be granted a leave greater than the length of time provided herein. In the event the employee fails to return to work the next work day following the expiration of a leave of absence, the employee shall be considered to have resigned.
- 16.6: An employee shall not be entitled to return to work from a leave of absence due to personal illness without verification by the attending physician of medical recovery.
- 16.7: Any request for a leave of absence shall be made in writing and approval or denial shall be in writing.
- 16.8: The employee on leave shall be eligible to return to the position held prior to commencing the leave provided the employee is capable of performing the work.
- 16.9: An employee on a leave with pay shall be eligible for vacation time, sick days, retirement credit, seniority, or gain from any other fringe benefit for the initial six (6) months of leave. An employee on leave beyond six (6) months or on leave without pay shall not be eligible for any fringe benefits or seniority except as provided in Article XX - Sick Days and Disability Insurance, Section 10.

ARTICLE XVII
CAREER ENRICHMENT

17.1: Employees who attend conferences, seminars or other educational or business related functions shall be reimbursed for the following expenses:

- a. Travel: According to Article XXVIII, Mileage Allowance or the least expensive mode of travel, by way of example: if the cost of round trip coach air fare is less than automobile mileage, the former shall apply.
- b. Lodging: Reimbursement for out-of-County lodging will be provided subsequent to submission of a receipt to the office of the Controller.
- c. Meals: Reimbursement for out-of-County meals will be provided subsequent to submission of a receipt.

Conference and seminar fees will be paid by the County when approval is granted by the Sheriff.

17.2: Advance payment may be made for such things as airline tickets and registration fees. Requests for advance payment shall be made via voucher to the office of the Controller.

17.3: To assure prompt reimbursement and/or payment, expense vouchers should be submitted within thirty (30) days of the incurred expense.

17.4: Employees enrolled for accredited extension or formal educational courses may request reimbursement for tuition, fees, and supplies. Approval for reimbursement shall only be considered when the education maintains or improves the employee's skills in the area in which they are employed.

17.5: Request for reimbursement must be made in writing and shall include a description of the course, the beginning and concluding date of the course, the cost of tuition, fees and supplies (such as books, manuals, or special materials), and, if applicable, grants, aids, or scholarships available or provided.

17.6: The Sheriff's approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The Department Head shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies as provided in 17.7. Approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request shall be considered to be denied in the absence of written approval.

17.7: Reimbursement shall not exceed \$500.00 per course deductible from accrued sick days. Sick days shall be deducted at the rate of half the value of the sick day to the course cost. In other words, the Employer shall have to deduct from the employee's accrued sick days two (2) times the number of sick days equal in cost to the amount of reimbursement. Any fraction of a sick day shall be computed as a full sick day.

17.8: The County shall determine whether books, manuals, and supplies reimbursed by the County shall become the property of the County.

17.9: An employee shall have at least one year of full time service with the County to be eligible for consideration.

17.10: An employee who successfully completes a course, with or without reimbursement, shall not necessarily be entitled to an automatic promotion, extraordinary advancement in the salary range, or a higher classification or wage grade based upon completion of the course or attainment of a degree or certification.

17.11: An employee shall not be entitled to attend class or complete class assignments during regularly scheduled working hours at the expense of the County. Nor shall the employee be entitled to utilize the resources of the County including supplies, equipment, or personnel without the Sheriff's approval. Failure to comply with either provision may result in forfeiture of reimbursement for course expenditures or discipline including discharge or both.

ARTICLE XVIII
WORKING HOURS AND OVERTIME

18.1: The work day shall consist of seven and one-half (7 1/2) hours. The work week shall consist of thirty-seven and one-half (37 1/2) hours.

18.2: Any change in the number of working hours in a day or week shall be reviewed jointly by the parties.

18.3: Each full time employee shall be entitled to two (2) fifteen (15) minute breaks; one in the first half of the work day and one in the second half. Each full time employee shall be entitled to a one (1) hour lunch period. The employee shall schedule their breaks and the lunch period in a manner that maintains the efficiency of their division and consistent with the direction of the Sheriff.

18.4: The Sheriff or designee shall have authority to approve and when necessary compel overtime.

18.5: It is recognized that each employee is exempt from the Fair Labor Standards Act. Hours worked beyond seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week shall be compensated at one and one-half (1 1/2) times the base hourly rate. Should an employee work overtime they shall be entitled to compensatory time for the first twenty-two and one-half (22 1/2) hours. After the employee has accrued twenty-two and one-half (22 1/2) hours of compensatory time additional overtime shall be paid or compensatory time provided as mutually agreed by the Sheriff and the employee. In the event no mutual agreement is reached, the employee shall be paid.

ARTICLE XIX
JOB POSTING

19.1: When a vacancy occurs, the Employer shall post a job vacancy notice in a conspicuous place. The local president shall be provided a copy of the job posting.

19.2: The posting shall indicate:

- a. Classification (Job Title);
- b. The qualifications for the job;
- c. Brief description of the job;
- d. The salary range;
- e. The department location;
- f. Application information (such as where and when to apply);
and
- g. The hours.

19.3: The posting shall be for a period of five (5) consecutive working days (excluding Saturday, Sunday and holidays).

19.4: Employees applying for the position shall make written application on a form provided by the Personnel Office. Applications shall be submitted to the Personnel Office in a timely manner as provided within the job posting notice. The applicant shall provide the following information:

- a. Name
- b. Date Employed;
- c. Classification (Job Title) and
- d. Qualifications for the job.

19.5: The Sheriff shall consider each employee from within the Bargaining Unit who applies and who possesses the necessary qualifications. Qualifications shall mean the education, experience, and skills/abilities as provided by the job description. Nothing shall prohibit the Sheriff from external recruitment of the vacancy.

19.6: The employee awarded the job shall be required to satisfactorily complete a six (6) month trial period. The employee who fails to satisfactorily complete the trial period shall revert to the position formerly held. The Sheriff shall provide the employee in writing the reason the employee was unsatisfactory. An employee may elect to return to their former position during the trial period.

19.7: When an employee is promoted to a higher paying classification, they shall be compensated at the nearest higher salary step (to their current compensation) in the new classification.

ARTICLE XX
SICK DAYS AND DISABILITY

20.1: Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by these policies. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

20.2: Full time regular employees shall be entitled to accrue sick days to a maximum of twenty (20) days.

20.3: An employee shall be eligible to use sick days, upon satisfactory completion of the orientation period, for personal illness or serious or critical illness to their spouse, parent or child. The employee shall also be eligible to use up to a maximum of five (5) sick days as funeral leave to a member of the immediate family as defined and limited: mother, father, step-parent, brother, sister, spouse, child, step-child, grandparent, grandchild or immediate family member of the spouse according to the preceding definition. The employee may be required to provide proof of illness to spouse, parent or child and/or death of immediate family member.

20.4: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

20.5: An employee who uses two (2) sick days in a thirty (30) calendar day period or four (4) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness may be on "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. The employee shall be on proof required status for ninety calendar days. The employee who fails to provide appropriate medical verification when required by the Sheriff, shall not only be denied sick day compensation, but shall be subject to discipline.

20.6: Sick days may be taken in place of normally scheduled work days, excluding holidays.

20.7: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation shall be for a period of five (5) years. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

20.8: The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the employee shall be entitled to continuation of the fringe benefits enjoyed immediately prior to disability. Be it provided that fringe benefits shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

20.9: The disabled employee shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability.

20.10: Commencing the one hundred and eighty-first (181st) calendar day salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions.

- A. The County shall require prepayment of all premium costs.
- B. The County and/or the health care provider shall determine the length of time the disabled employee may continue group health care coverage.

20.11: Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. Be it provided, however, that the employee shall have sole responsibility to accept or reject a redemptive offer.

20.12: The employee shall be eligible to supplement disability compensation with vacation on a ratio of one (1) vacation day to three (3) days of absence in order to remain at full normal gross salary.

20.13: When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the supervisor may require the employee to submit to a physical examination and the County shall pay the expenses incurred.

20.14: An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article XVI - Leave of Absence.

20.15: The employee must promptly notify their supervisor of their absence or be subject to discipline.

20.16: Upon termination of employment, an employee with accrued sick days shall be entitled to receive compensation to a maximum accrual of twenty (20) sick days based upon the following graduated schedule of months of service.

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 or more	50%

ARTICLE XXI
INJURY LEAVE WITH PAY
WORKER'S COMPENSATION

21.1: The County is required by law to participate in a Worker's Compensation Plan.

21.2: When an employee is injured during their scheduled working hours, the alleged injury shall be reported to a supervisor as soon as possible. The supervisor shall complete an accident report on the form provided by the County and submit it to the Personnel Office.

21.3: In the event of an alleged injury, the supervisor shall immediately contact the Sheriff and the Personnel Office.

21.4: The County shall provide the employee the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury. The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local, and F.I.C.A. taxes. The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

21.5: When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions to the extent of their accrued sick days.

21.6: Employees who elect not to supplement their Worker's Compensation, or who have no or insufficient sick days or who exhaust their sick days while on an injury leave, shall retain the Worker's Compensation check as directed by the County.

21.7: In computing the amount of sick days to supplement Worker's Compensation, the County shall subtract from the employee's normal pay (as defined in 21.5) the total Worker's Compensation paid and divide it by the employee's daily gross (before taxes) pay. The sick day amount shall be rounded off to the nearest whole or half pay.

ARTICLE XXII
VETERANS

22.1: The Co-Employer shall comply with all federal and state laws pertaining to the employment and reemployment rights of veterans.

ARTICLE XXIII
UNION BULLETIN BOARD

23.1: The Union may use a bulletin board designated by the Sheriff for the purpose of posting notices of the following activities:

- A. Notice of union recreational and social events.
- B. Notice of union elections.
- C. Notice of results of union elections.
- D. Notice of union meetings.

ARTICLE XXIV
RETIREMENT

24.1: The County shall continue its present retirement system established pursuant to Section 12a of Act No. 156, of the Public Acts of 1951, as added by Act No. 249 of the Public Acts of 1943, as amended; provided, however, that amendments thereto shall be made in accordance with the procedures therein provided and shall not require separate union approval.

ARTICLE XXV
VACATIONS

25.1: All full time regular employees shall be entitled to vacations according to the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Days</u>
1 - 2	10
3 - 4	12
5 - 9	15
10 - 14	17
15 - 19	20
20 - 24	22
25 +	25

25.2: The full time allocation of days according to the above schedule shall be credited to the employee upon each anniversary of full time employment with the department.

25.3: Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

25.4: An employee shall be entitled to carry forward from the previous years accrual as many days that when added to the anniversary credit does not exceed thirty-five (35) days. In other words, an employee shall not be entitled to maintain an accrual of more than thirty-five (35) days at any time.

25.5: Vacation days must have the prior approval of the Sheriff to be used. Approval shall be contingent upon meeting the operational needs of the Department but approval shall not be unreasonably withheld. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.

25.6: A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

25.7: Upon termination, retirement or death, the employee or beneficiary or the employee's estate shall be paid the total accrued unused vacation days and a prorated pay-off of vacation time from their date of separation retroactive to their last anniversary of employment. Be it provided, however, that such payoff of unused days shall not exceed thirty-five (35) days of pay.

ARTICLE XXVI
HOLIDAYS

26.1: Each full time employee shall be eligible for the following paid holidays:

New Year's Day
Martin Luther King's Birthday (Third Monday of January)
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
December 24 (whenever Christmas day falls on Tuesday, Wednesday, Thursday or Friday)
Christmas Day
December 31 (whenever New Year's day falls on Tuesday, Wednesday, Thursday or Friday)

and such other holidays as may be established by the Board of Commissioners.

26.2: When a holiday falls on a Saturday it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday it shall be celebrated on the following Monday.

26.3: To be eligible for holiday pay, the employee must work the day before and after the holiday unless such absence is authorized.

26.4: Paid holidays shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

26.5: An employee required to work a holiday shall be provided compensatory time at the rate of one and one-half (1 1/2) times for each hour worked.

ARTICLE XXVII
HEALTH, DENTAL AND LIFE INSURANCE

27.1: Each full time employee shall be eligible to participate in the comprehensive medical and hospitalization plan with the following riders:

Hospital Deductible \$150 - Employee/\$250 - Family
D45NM - TB and nervous and mental expense benefits
SAT - 2 - Substance abuse programs
Medicare 2 - 1 - Medicare complimentary coverage
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits

\$3.00 Co Pay - Prescription Drug Rider
Master Medical Option 3
Case Management
Precertification
Auto Accident Exclusion

- A. Employees hired on or after January 1, 1986 pay 100% of FC and/or SD riders premium costs by way of payroll deduction.
- B. Employees hired prior to January 1, 1986 but who do not enroll dependents on the FC and/or SD riders until on or after January 1, 1986 shall pay 50% of the rider premium cost and the County shall pay the remaining premium cost by way of payroll deduction.
- C. Employees hired prior to January 1, 1986 and with dependents enrolled prior to January 1, 1986 shall pay none of the premium cost of the FC and/or SD riders which shall be paid 100% by the County. Be it provided, that dependents enrolled on or after January 1, 1986 shall be subject to the provisions of 27.1:B.

27.2: The County shall have authority to select any agent to provide coverage provided such coverage is comparable.

27.3: All employee premium costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The premium cost(s) shall be paid in equal installments the first two (2) pay periods of each month.

27.4: Employees who are eligible for health insurance coverage but who choose not to participate shall be entitled to compensation in lieu of benefits. The compensation will be paid in June. The annual compensation shall be provided as follows:

- \$1350 - Family Plan Subscriber
- \$1100 - 2 Person Plan Subscriber
- \$ 650 - 1 Person Plan Subscriber

The employee may retain all or part of this amount in a pretax fund for disbursement for allowable expenses. This option shall be subject to all applicable laws.

27.5: The Employer will provide a \$25,000 group life insurance plan for qualified insurance employees.

27.6: The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing:

- A. Upon the earliest implementation, the Employer shall provide Class III Orthodontic benefits with a \$1500.00 life time maximum per individual.
- B. Each employee must have one (1) year of full time employment to be eligible.

27.7: In order to acquire and maintain benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the insurance carrier.

27.8: An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs.

ARTICLE XXVIII

MILEAGE

28.1: Employees who are required to use their own vehicles to conduct County business shall be compensated for each mile driven at the maximum non-taxable rate established by the I.R.S.

ARTICLE XXIX
WAGES

	<u>START</u>	<u>6 MOS.</u>	<u>1 YR.</u>	<u>2 YR.</u>	<u>3 YR.</u>	<u>4 YR.</u>
<u>Effective January 1, 1989</u>						
Service Bureau Manager	19,874	20,272	20,676	21,530	22,363	23,258
Communications Director	21,902	22,341	22,787	23,699	24,647	25,633

	<u>START</u>	<u>6 MOS.</u>	<u>1 YR.</u>	<u>2 YR.</u>	<u>3 YR.</u>	<u>4 YR.</u>
<u>Effective January 1, 1990</u>						
Service Bureau Manager	20,669	21,083	21,503	22,363	23,258	24,188
Communications Director	22,778	23,235	23,699	24,647	25,633	26,658

	<u>START</u>	<u>6 MOS.</u>	<u>1 YR.</u>	<u>2 YR.</u>	<u>3 YR.</u>	<u>4 YR.</u>
<u>Effective January 1, 1991</u>						
Service Bureau Manager	21,496	21,926	22,363	23,258	24,188	25,156
Communications Director	23,690	24,164	24,647	25,633	26,658	27,724

ARTICLE XXX
TERMINATION OF AGREEMENT

30.1: This Agreement shall be in effect and become operative January 1, 1989 and shall continue in operation and effect through December 31, 1991. If either party hereto desires to terminate, modify, or amend this Agreement, it shall give notice at least sixty (60) days prior to December 31, 1991 to the Employer or to the Union as the case may be, of its intention to terminate, modify or amend this Agreement. If neither party shall give notice to terminate, modify or amend this Agreement as provided, the Agreement shall continue in operation and effect after January 1, 1992 subject to termination or modification thereafter by either party upon sixty (60) days written notice.

FOR THE UNION

FOR THE COUNTY

Date

Sheriff

Date

LETTER OF UNDERSTANDING
REGARDING
DAMAGED CLOTHING

The County of St. Clair, the St. Clair County Sheriff and the St. Clair County Sheriff Department Civilian Supervisors - AFSCME hereby establish and agree that clothing damaged in the normal course of duties shall be repaired, cleaned or reimbursed at the expense of the Employer provided:

1. The employee exercised appropriate precaution and care.
2. The employee was not negligent.
3. The precipitating event was abnormal and unusual.
4. The Employer shall not be held accountable for normal wear and tear.
5. The repair and/or cleaning will be paid to the employee upon providing a receipt.
6. Reimbursement shall be at the value of the clothing item at the time of damage.
7. Reimbursement shall not exceed one-hundred dollars (\$100.00) per item.

FOR THE EMPLOYER

FOR THE UNION

DATE: _____

DATE: _____

with an affidavit describing the circumstances surrounding the loss; has requested the replacement of the Bonds and unmatured coupons and payment of the Coupons due October 1, 1988, April 1, 1989, October 1, 1989, and April 1, 1990, each Coupon being in the amount of \$152.50, for a total due of \$1,220.00, without presentation; has supplied the Issuer with an open penalty bond which indemnifies the Issuer, the Trustee, Bankers Trust Company of New York, and The Detroit Edison Company against loss arising out of said replacement and payment, which bond is drawn on Transamerica Insurance Company, Los Angeles, California, and is dated March 8, 1989; and has agreed to pay all costs incurred in said replacement and payment; and

WHEREAS, the Trustee has indicated that it is satisfied that the above-described documents meet the requirements of the Act.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Trustee is hereby directed to take such steps as are necessary to accomplish the replacement of said Bonds and unmatured Coupons and payment of said matured Coupons.

2. Said replacement bonds shall be in substantially the form of the original Bonds, except the bonds shall include an endorsement in substantially the following form:

"This bond has been reissued to replace
a bond of like tenor."

The replacement bonds shall be executed in the same manner and by officers holding the same office as the officers who executed the original Bonds.

3. Said replacement coupons shall be in substantially the form of the original Coupons, except the coupons shall include an endorsement in substantially the following form:

"Replacement"


The replacement coupons shall be executed in the same manner and by officers holding the same office as the officers who executed the original Coupons.

4. Said replacement obligations and coupon payment shall only be delivered after payment is made to cover the costs of preparation of the replacement obligations and all other costs incurred by the Issuer and the Trustee in connection with the issuance and delivery of the replacement obligations and of payment without presentation of the Coupons.

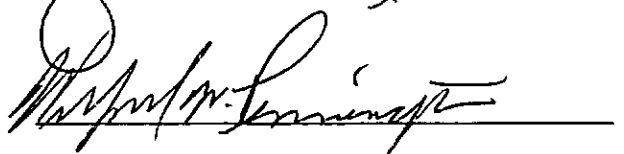
5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

DATED: June 27, 1990

Reviewed and Approved by:


TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060







I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of St. Clair, Michigan, at a Regular Meeting held on _____, 1990, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said Meeting have been kept and made available to the public as required by said Act.

Secretary

RESOLUTION 90-28

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
CHILDREN'S SHELTER EMPLOYEES - TEAMSTERS #214

WHEREAS, the Children's Shelter Employees - Teamsters #214, is recognized by the Michigan Employment Relations Commission, St. Clair County Probate Court, and the County of St. Clair, as the exclusive representative of certain employees of the County of St. Clair, and

WHEREAS, the St. Clair County Probate Court has granted the County of St. Clair authority and responsibility to bargain on matters of wages and working conditions,

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement (attached Exhibit "A"), for the period January 1, 1989 through December 31, 1991, is hereby approved and adopted.

DATED: June 13, 1990

Audrey E. Pack

Reviewed and Approved by:

William St. Daniels

JPH

TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060

Francie R. Krajewski

TENTATIVE
AGREEMENT
BETWEEN
THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS
and
THE ST. CLAIR COUNTY PROBATE COURT
and
THE EMPLOYEES OF
THE CHILDREN'S SHELTER
TEAMSTERS #214

JANUARY 1, 1989
through
DECEMBER 31, 1991

05/11/90

A G R E E M E N T

PREAMBLE

THIS AGREEMENT, made and entered into this 1st day of January, 1989, by and between THE PROBATE COURT AND JUVENILE COURT, St. Clair County, herein termed the Employer, and the ST. CLAIR COUNTY BOARD OF COMMISSIONERS being the legislative body of said Employer, party of the first part, and TEAMSTERS LOCAL NO. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, hereinafter called the Union.

PURPOSE AND INTENT

It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards, between the Employer and the Employees, which will best serve the citizens of St. Clair County.

ARTICLE 1 RECOGNITION

SECTION 1: The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates and hours of pay, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified, and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended:

"All employees of the St. Clair County Children's Shelter, but excluding the Superintendent and the Assistant Superintendent and confidential employees, presently identified as Secretary," the classifications of which are described in Schedule A, attached hereto.

Case No. R76D 244

SECTION 2: The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union or Union activity required by this Agreement, nor will the Employer encourage or discourage membership in the Union or any other organization.

SECTION 3: There shall be no discrimination as to marital status, race, color, creed, national origin or political affiliation nor shall there be discrimination as to age or sex except as required to fulfill State Law and/or Regulations relative to the operation of the Children's Shelter. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 4: No Strike - No Lockout

Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part, in any strike, sit-down, stay-in, or slowdown or any violation of any State law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing, that their conduct is in violation of the contract and that all such persons shall immediately cease the offending conduct.

The Employer will not lockout any employees of the bargaining unit during the term of this Agreement.

ARTICLE 2

UNION SECURITY AND DUES DEDUCTION

SECTION 1: Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by terms in this Agreement during working hours of the employees or in any manner that may interfere with employees engaged in work.

SECTION 2: During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorizes the Union and the County without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Union.

All employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and monthly dues. For present certified employees, such payments shall commence on the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Monthly agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

ARTICLE 3

UNION REPRESENTATION

SECTION 1: The Employer agrees to allow the proper accredited representative of the Local Union access to the Administration Office of the Children's Shelter during the weekday shift for the purpose of policing the terms and conditions of the Agreement; the Union shall have the right upon reasonable notice during the weekday shift to examine time sheets at the Children's Shelter and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other record of the Children's Shelter pertaining to a specific grievance.

SECTION 2: The Employer recognizes the right of the Union to designate one (1) steward and one (1) alternate from the seniority list of the Children's Shelter.

SECTION 3: The steward, or in his absence, his alternate, will be permitted to leave their work, after obtaining approval of the Superintendent or Assistant Superintendent and recording their time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of his grievance. Permission for the steward, or his alternate, to leave their work stations will not be unreasonably withheld. The steward or his alternate will report their time to the Superintendent or Assistant Superintendent upon returning from a grievance discussion.

The privilege of the steward or his alternate to leave their work during their working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances.

SECTION 4: There shall be a grievance committee composed of one employee of the Employer, selected by the Union, and whose name will be certified in writing to the Employer, together with such other Union officials as the Union may designate.

The Employer either personally and/or by representative or representatives shall meet whenever necessary, at a mutually convenient time, with the Union grievance committee. The purpose of grievance committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances.

ARTICLE 4
SPECIAL CONFERENCES

SECTION 1: Special conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and the Employer or his designated representative upon the request of either party, which request shall be in writing and shall specifically recite the subject matter to be discussed.

SECTION 2: Special conferences shall be scheduled within ten (10) days after the request is made unless otherwise agreed.

SECTION 3: The Union shall be notified of any anticipated changes in working conditions expressed by this Agreement and discussions shall be held thereon upon written request of the Union. Absent an agreement of such discussions either party can request mediation through the Michigan Employment Relations Commission. Nothing shall prohibit the Court from implementing the change prior to conclusion of discussions and/or mediation.

ARTICLE 5
GRIEVANCE PROCEDURE

SECTION 1: A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. In cases involving discipline or discharge, a grievance may be made as to matter of fact of just cause. Any grievance not conforming to the provisions of this paragraph shall be denied. Employee(s), with or without steward, shall first bring a matter of grievance to the attention of the Children Shelter Superintendent within thirty (30) calendar days of the alleged occurrence in order to attempt an informal settlement. A grievance that does not specifically apply to salary, job classification, or a fringe benefit shall be considered non-economic. A grievance that specifically applies to salary, job classification or a fringe benefit shall be considered economic. An economic grievance shall be referred to the Personnel Officer for resolution.

Step 1.

- A. An employee having a specified non-economic grievance alleging violation of this Agreement shall within thirty (30) calendar days of the occurrence take the matter up with Children Shelter Superintendent or designee in an effort to resolve the matter. The Union shall advise the Children Shelter Superintendent that discussions represent a Step 1 Hearing or the matter shall not be subject to further advancement through the Grievance Procedure.

- B. An employee having a specified non-economic grievance alleging violation of this Agreement shall within thirty (30) calendar days of the occurrence take the matter up with the Personnel Officer designee in an effort to resolve the matter. The Union shall advise the Children Shelter Superintendent that discussions represent a Step 1 Hearing or the matter shall not be subject to further advancement through the Grievance Procedure.

Step 2.

Non-Economic Grievances

- A. A non-economic grievance shall be considered resolved at Step 1 unless reduced to writing, signed by the aggrieved employee and submitted to the Children Shelter Superintendent or designee within ten (10) calendar days of taking the matter up with the Children Shelter Superintendent or designee. The written non-economic grievance shall specify the provision of the Agreement violated and the remedy requested to resolve the non-economic grievance.
- B. The Children Shelter Superintendent shall within fifteen (15) calendar days, schedule a hearing at which time the Grievant and the Union's employee representative and, if determined by the Union, a representative shall be present to present allegations, proofs and remedies. The Children Shelter Superintendent or designees shall act as hearing officer and shall be entitled to structure the hearing and include any witnesses, experts or knowledgeable persons to the proceedings. The Children Shelter Superintendent or designees shall issue a written response within ten (10) calendar days of the conclusion of the hearing.

Economic Grievances

- A. Grievance(s) shall be considered settled at Step 1, unless within fifteen (15) days after service of the Personnel Officer, and the Court Administrator the Grievant(s) serve(s) upon the Personnel Officer a written request for a hearing. A copy of the written grievance shall be attached to such a request.
- B. Within ten (10) calendar days of service of the request in (a) above, the Personnel Officer, and Court Administrator will meet with the Grievant(s), the Steward and a Union Representative, theretofore, designated as Grievance Representative, and conduct a hearing of the grievance. All parties involved in the grievance at this step may be present.
- C. The Personnel Officer and Court Administrator shall serve their written opinion to the Grievant(s) within ten (10) calendar days after the hearing.

Step 3

Non-Economic Grievance

- A. A non-economic grievance shall be considered settled at Step 2 unless submitted to the Probate Court Administrator within fifteen (15) calendar days of the Step 2 response.
- B. The Probate Court Administrator shall review the Step 2 grievance response and the Union grievance and may call for a meeting of all the parties involved. The meeting shall be scheduled at the earliest date agreeable among the parties. The Probate Court Administrator shall within thirty (30) calendar days of receipt of the grievance or meeting, which ever applies, issue a written response to the non-economic grievance.
- C. The decision may be appealed to the Chief Probate Judge within fifteen (15) calendar days. The decision of the Chief Probate Court Judge shall be final and binding.

Economic Grievance

- A. An economic grievance shall be considered settled at Step 2 unless an appeal is made to an umpire within fifteen (15) calendar days of the response at Step 2.
- B. The County and the union shall each be entitled to appoint one (1) person as permanent umpire for the duration of this Agreement. The umpire shall:
 1. Not be in the current employ nor currently provide a subsidiary service to either St. Clair County, St. Clair County Probate Court or the Teamsters International Union.
 2. Have had experience in labor relations, compensation and benefits administration and/or collective bargaining.
- C. The County and union shall provide each other with written notice of their choice of umpire and shall include a statement that no Employer/employee or contractor/contractee relationship exists and shall also provide a resume vitae demonstrating the umpire's qualification.
- D. The umpires shall jointly designate a third umpire to function as chairperson of a grievance review panel.
- E. The County and the Union shall be respectively responsible for compensating their umpire of choice for services. The compensation provided the chairperson umpire shall be borne equally between the County and the union.
- F. The three (3) umpires shall meet as a panel to adjudicate grievance appeals. The majority decision of the panel shall be final and binding on the parties.
- G. The panel shall function during the term of agreement and not beyond December 31, 1991. The panel method of grievance appeal shall only continue beyond December 31, 1991 by mutual written consent by the County and the union. After December 31, 1991 if mutual written consent is not provided, appeal shall be through arbitration with the American Arbitration Association.

ARTICLE 6

DISCHARGE AND SUSPENSION

SECTION 1: (a) In any case where disciplinary action is necessary, the following procedure shall be followed; except that nothing in this Section shall prevent the Employer from taking immediate and appropriate disciplinary action up to and including discharge should it be required by the circumstances and for just cause. It is understood that proper written notification will be submitted by the appropriate supervisor to the Union at the time immediate action is taken.

- | | |
|--------------------------|-----------------------------|
| 1. Oral Reprimand | Notice to steward |
| 2. Written Reprimand | Notice to steward |
| 3. Suspension | Notice to steward and Union |
| 4. Removal and Discharge | Notice to steward and Union |

(b) Should it be necessary to reprimand an employee, the Employer shall attempt to give the reprimand in a way that will not cause embarrassment for the employee before other employees or the public.

(c) The Employer agrees that upon imposing any discipline excepting the oral reprimand, the Union steward or appropriate Union representative will be notified within three (3) working days in writing by the appropriate supervisor of the action taken. The employees shall be given a copy of all disciplinary action and a copy shall be placed in his personnel file. A notation of oral reprimand by date and subject only and signed by the employee may be placed in the employee's personnel file provided the employee may write his version of the incident.

(d) The employee shall have the right, if he so requests, to be represented by his steward or Union representative at the time disciplinary action is imposed. All disciplinary actions shall be subject to the grievance procedure or the employee may seek such other legal remedies as may be available to him upon the employee's election.

(e) Employees may review their personnel file at reasonable times.

(f) The Employer shall meet with the Union and the employee disciplined within five (5) working days of the disciplinary action if the employee or the Union so requests.

(g) In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously unless such prior infraction involves an intentional falsification of his employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE 7 SENIORITY AND PROBATION

SECTION 1: New employees upon completion of satisfactory probation, shall acquire seniority which will date back to the date of hire into the Children's Shelter. When the employee acquires seniority, his name shall be placed on the seniority list, in the order of his seniority preference and a separate list shall be maintained as to full time employees and part time employees.

In the event the part time employee status is changed to full time, the Employee's name shall be placed, with date of transfer, to the bottom of the full time seniority list. In the event an employee is returned to part time status his seniority in both his part time and full time employment shall count in determining his part time seniority. In the event this employee is transferred back to full time employment, his full time employment only, shall count in his full time employment seniority.

An up-to-date seniority list shall be furnished to the Union every six (6) months.

An employee shall lose his seniority for the following reasons:

- (a) If the employee resigns or retires;
- (b) If the employee is discharged, and not reinstated;
- (c) If the employee is absent from work for two working days, without properly notifying the Employer, unless a satisfactory reason is given;
- (d) If the employee does not return to work at the end of an approved leave;
- (e) If the employee does not return to work when recalled from a layoff;
- (f) Provided, however, that the parties hereto recognize the "so-called" Grandfather Clause respecting employees employed in the Children's Shelter as of July 8, 1976, giving to said employee accumulative seniority for the period of their actual total employment in the Department, except that part time employment cannot be added to full time employment in determining full time employment seniority.

SECTION 2: Seniority shall be on a classification basis only, and in accordance with the employee's last date of hire.

SECTION 3: Probationary Period - All employees are required to satisfactorily complete a ninety (90) day probationary period. That probationary period may be extended an additional thirty (30) days at the discretion of the Employer. Work performance may be evaluated periodically. Probationary employees are to be classified in accordance with the provisions specified in the employees Classification and Pay Plan. Probation is a trial period which provides the opportunity to become accustomed to the work and to prove abilities on the job. At the same time, it provides the Court and the Superintendent the opportunity of further appraising employee abilities. During the probationary period, the probationary employee may be released at any time without recourse except as otherwise by law specifically provided.

SECTION 4: Transfers and Promotions - In the event of a vacancy in an existing position in work covered by this Agreement, notice of such vacancy shall be posted in a conspicuous place in the Unit for a minimal period of seven (7) working days. During this seven (7) day period any Employee then employed in the Bargaining Unit shall have the right to make application for transfer to that position, in which application he may set forth his qualifications, including his Seniority in the Bargaining Unit; said application shall be filed with the Superintendent of the Facility and forwarded on to the Judge of Probate.

SECTION 5: The transfer and promotion of employees within the unit is the sole responsibility of management, subject to the following provisions only:

- A. In advancement of employees to higher rated, non-supervisory jobs when ability, merit, and capacity of quality and quantity of work are equal, employees with longer seniority will have preference. Any claims of discretion for union activity in connection with transfers may be taken up as a grievance.

ARTICLE 8

JOB POSTINGS

SECTION 1: The Employer shall insure that all employees shall have an equal opportunity to bid on job vacancies. The Employer shall post a notice of job vacancies in a conspicuous place, be it provided that the Employer shall determine when a vacancy exists. Nothing shall prohibit the Employer from externally recruiting candidates for any position. The posting shall include:

- A. A brief description of the job;
- B. The salary;
- C. The shift (if other than days);

SECTION 2: The job shall be posted for seven (7) calendar days.

SECTION 3: Employees applying for the position shall make a written application on the Employer's application form and may submit a resume form to the designee indicated on the posting. The resume, if submitted by the employee, shall provide:

- A. Candidate's name;
- B. Date employed;
- C. Current classification;
- D. Qualifications for the job (experience, skills, and/or education).

SECTION 4: In making the award of the job, the Employer will consider all candidates qualifications and each employee's seniority. Where qualifications are equal, the employee with superior seniority shall be awarded the job.

SECTION 5: The employee shall be subject to a ninety (90) day trial period with a thirty (30) day extension.

The Employer shall notify the Union and employee in writing of an extension indicating its reason for such extension. An extension shall not be subject to the grievance procedure.

ARTICLE 9

LAYOFF, RECALL AND TRANSFERS

SECTION 1: The word layoff means a reduction in the work force due to reasons of lack of work, lack of funds, or the elimination of a position.

SECTION 2: Notice to Union - In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representative at least three (3) weeks prior to the effective date of the layoff, when such prior notice is reasonably possible. At such meeting the Employer shall submit a list of the number of employees scheduled for layoffs, their names, seniority job titles and work location. At this meeting the Employer will make known to the Union the reason for the layoff.

SECTION 3: Notice of Layoff - Employees to be laid off will receive at least fourteen (14) calendar days advance notice of layoff. The steward will receive notice at the same time the employee receives notice.

SECTION 4: Order of Layoff - If and when it becomes necessary for the Employer to reduce the number of employees in the work force, the employees within the classification affected with the least seniority will be laid off in seniority order, based on capability of performing available jobs as determined by the Employer.

SECTION 5: Recall Procedure - When the working force is increased after a layoff, the last employee laid off within a classification shall be the first employee recalled within the classification within the bargaining unit. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit. In proper cases exceptions may be made with consent of the Employer.

ARTICLE 10

EDUCATIONAL REIMBURSEMENT

SECTION 1: Full time employees enrolled for accredited extension or formal educational courses may request reimbursement for tuition, fees, and supplies. Approval for reimbursement shall only be considered when the education maintains or improves the employee's skills in the area in which they are employed.

SECTION 2: Request for reimbursement must be made in writing and shall include a description of the course, the beginning and concluding date of the course, the cost of tuition, fees and supplies (such as books, manuals, or special materials) and, if applicable, grants, aids, or scholarships available or provided.

SECTION 3: Approval of the request for reimbursement shall be contingent upon available funding, the relevancy of the course to the employee's job, and the employee obtaining a passing grade in the course. The Chief Probate Judge shall have the right to approve or deny a request for reimbursement for all or part of any tuition, fees, and/or supplies. Chief Probate Judge approval, if granted, must be in writing and shall stipulate the extent of tuition, fees, and/or supplies to be reimbursed. The request shall be considered to be denied in the absence of written approval.

SECTION 4: Reimbursement shall not exceed \$500.00 per course deductible from accrued sick days. Sick days shall be deducted at the rate of half the value of the sick day to the course cost. In other words, the Employer shall have deducted from the employee's accrued sick days two (2) times the number of sick days equal in cost to the amount of reimbursement. Any fraction of a sick day shall be computed as a full sick day.

SECTION 5: An employee shall have at least one year of full time service with the Court to be eligible for consideration.

SECTION 6: An employee who successfully completes a course, with or without reimbursement, shall not necessarily be entitled to an automatic promotion, extraordinary advancement in the salary range, or a higher classification based upon completion of the course or attainment of a degree or certification.

SECTION 7: An employee shall not be entitled to attend class or complete class assignments during their regularly scheduled working hours at the expense of the Court. Nor shall the employee be entitled to utilize the resources of the Court including supplies, equipment, or personnel without supervisory approval. Failure to comply with either provision may result in forfeiture of reimbursement for course expenditures or discipline including discharge or both.

ARTICLE 11

VETERANS

SECTION 1: The reemployment rights of employees and probationary employees who are veterans will be limited by applicable laws and regulations.

ARTICLE 12

MANAGEMENT RESPONSIBILITY

SECTION 1: The Probate Judge hereby reserves and retains unto himself all his rights, powers, authorities, duties and responsibilities conferred upon and vested in the judiciary by the laws, statutes, the Constitution of the State of Michigan and the Constitution of the United States and the inherent power of the judiciary. Except as specifically limited by the provisions of this Agreement, the right to hire, promote, discharge, or discipline, and to maintain discipline and efficiency of employees, is the

sole responsibility of the Employer. In addition, the work schedules, methods and means of department operation are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this Agreement.

SECTION 2: The union acknowledges the practice of following the provisions of the Facility Manual, prescribing in detail the Standards of Operation prescribed for the orderly and required management of the facility. It is further understood that these Standards and Procedures, as determined by the Court and at other times as required by Federal and State Laws and Regulations, may from time to time be revised for immediate implementation. Employees must conform to the provisions of said manual including the required health and physical examinations.

SECTION 3: Be it further provided that any changes in the facility manual subsequent to the signing of this labor agreement which can effect the wages, benefits and/or working conditions and conditions of employment will be a proper subject for a special conference. Upon failure of such special conference to resolve the matter, the Union shall have thirty (30) days from the date of the conference to appeal to mediation through the MERC and its rules.

ARTICLE 13

WORK WEEK

SECTION 1: The regular full time working day shall consist of eight hours per day with thirty (30) minutes off for lunch included in the eight (8) hour period; however, the established methods of lunch arrangements shall continue; part time employees shall work as scheduled by the Court.

SECTION 2: An employee may take "coffee breaks" in accordance with the present practice, recognizing that such "coffee breaks" shall not interfere with the proper performance of such employee's assigned work; it is further agreed that such "coffee breaks" shall be taken in the area designated by the Employer.

SECTION 3: Regular full time employees shall be entitled to compensatory time off in lieu of overtime pay; in the event that the scheduling for the compensatory time off cannot be arranged within a reasonable length of time, the employee will be paid overtime pay as provided by the St. Clair County Board of Commissioners.

SECTION 4: OVERSTAFFING In the event a shift is overstaffed, for any reason, employees in seniority order shall at their option;

- 1) Utilize vacation time, if eligible for vacation,
- 2) Perform other work assigned to them
- 3) Be excused provided the employee has worked two (2) hours or will receive two (2) hours pay.

ARTICLE 14

ACT OF GOD

SECTION 1: In the event of a natural or man-made disaster or emergency, the Chairman of the Board of Commissioners or the presiding Judge may declare the same and authorize the pay of those employees unable to report to work. Any employee who reports to work shall receive compensatory time and straight pay for the work performed.

SECTION 2: In the event of a natural or man-made disaster or emergency any member or members of the Bargaining Unit are sent home from work or are advised not to report to work for reason other than for discipline by the Court, those employees shall receive their full day's pay for that day.

ARTICLE 15

BULLETIN BOARD

SECTION 1: The Employer shall assign appropriate space on bulletin boards which shall be used by the Union for posting notices, bearing the written approval of the Union Local Chapter Chairman, which shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings;
- (e) Other notices of bona fide Union affairs, which are not political or libelous in nature.

ARTICLE 16

HEALTH, LIFE AND DENTAL INSURANCE

SECTION 1: Each full time employee and each part time employee regularly scheduled to work twenty (20) or more hours a week and their eligible dependents shall be eligible to participate in the following Blue Cross/Blue Shield MVF-1, Comprehensive Plan with the following riders:

D45NM - TB and Nervous and Mental Expense Benefits
SAT - 2 - Substance Abuse Programs
Medicare 2 - 1 - Medicare Complimentary Coverage
FC - Family Continuation
SD - Sponsored Dependent
COB - Coordination of Benefits
\$2.00 Co-Pay - Prescription Drug Rider
Master Medical - Option 3

- a. The premium cost of such coverage for each full time employee shall be borne totally by the County, except as follows:

- b. The premium cost of such coverage for each eligible part time employee shall be borne totally by the employee by means of payroll deduction. The payroll deduction shall be made from the paycheck(s) immediately prior to receipt of the health insurance statement.
- c. Employees hired on or after the implementation date of this Agreement shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.
- d. Employees hired prior to the implementation date of this Agreement who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after the implementation date of this Agreement shall pay 50% of the rider premium costs and the County shall pay 50% of the premium costs.
- e. Employees hired prior to the implementation date of this Agreement with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after the date of implementation shall be subject to the preceding subsection d.
- f. Employee premium cost shall be paid by way of payroll deduction.

SECTION 2: All full time employees with no less than one (1) year of service and their eligible dependents shall be eligible for dental insurance as follows:

- (a) Such coverage shall be that commonly referred to as the Plan 100 50/50.
- (b) The employee who chooses to participate shall have one (1) year of continuous full time employment with the County.
- (c) Effective January 1, 1990 full time employees shall be eligible for Class III Orthodontia benefit with a one (1) thousand dollar (\$1000.00) life time maximum per individual.

SECTION 3: The Employer shall provide each full time employee with life insurance in the amount of \$20,000.

SECTION 4: On an approved leave of absence without pay, the employee may continue premium payment within the provision of the insurance policy, or forfeit insurance coverage.

SECTION 5: The County shall have authority to determine the insurance carrier provided that exact coverage can be provided.

SECTION 6: In order to acquire and maintain benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the insurance carrier.

SECTION 7: An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs.

ARTICLE 17

SICK DAYS

SECTION 1: Full time employees shall accumulate sick days to be used for days lost to illness or as otherwise provided herein.

SECTION 2: Sick days shall accrue at the rate of one (1) per month for the first sixty (60) months of full time continuous service.

SECTION 3: Commencing the sixty-first (61st) month two (2) sick days per month shall accrue.

SECTION 4: Sick days shall accrue to a maximum of one hundred and twenty (120) days.

SECTION 5: An employee shall be eligible to use sick days after completion of six (6) months of continuous full time service.

SECTION 6: An employee shall not be paid for more sick days than have been accrued.

SECTION 7: Sick days may be used for absences other than illness to the employee if approved by the designated divisional Superintendent or Supervisor as follows:

- (a) Serious or critical illness to a member of the immediate family not to exceed ten (10) sick days.
- (b) Death to a member of the immediate family as determined by the divisional Superintendent or Supervisor not to exceed five (5) days.
- (c) Immediate family is to be defined as follows: mother, father, stepparents, brother, sister, wife or husband, son or daughter, stepchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

SECTION 8: Proof of death or illness to an employee's immediate family may be required before payment of sick days is made.

SECTION 9: An employee who exhibits questionable attendance shall be subject to a "proof required status". Questionable attendance shall mean a pattern to absences or frequent absences beyond the norm or average for the bargaining unit. An employee who has provided appropriate verification of a medical condition prohibiting them from working shall not be considered to be on "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician or other bonafide medical professional indicating the nature of the illness in order to be eligible for sick day pay. An employee shall be on "proof required status" for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall be subject to discipline. The Superintendent may choose not to place an employee on proof required status if circumstances warrant.

- a. Not to include approved non-sick days, such as bereavement days.
- b. Not to include worker's compensation.

SECTION 10: Sick days shall be taken in place of normally scheduled work days excluding holidays.

SECTION 11: Sick days shall not accrue on a leave of absence without pay.

SECTION 12: Upon termination, retirement or death the employee or beneficiary shall be entitled to receive compensation for unused accrued sick days as follows:

<u>Months of Full Time Service</u>	<u>Percentage of Days</u>
13 to 24	20%
25 to 36	30%
37 to 48	40%
49 +	50%

SECTION 13: Employees may convert sick days to vacation days to a maximum of six (6) converted vacation days a year effective upon the execution date of this Agreement, in accordance with the following restrictions:

- a. The employee shall have a balance of eighty (80) sick days to be eligible to convert sick days.
- b. Sick days shall convert on a basis of two (2) sick days to one (1) vacation day.
- c. Sick days shall only be converted to whole and not fractional vacation days.
- d. Sick days in excess of the maximum accrual of 120 sick days shall be automatically converted to vacation days on the same basis as provided herein except that the six (6) day maximum shall not apply to the excess sick days.

ARTICLE 18

OVERTIME

SECTION 1: Time and One-Half: All hours worked by employees in excess of eight (8) consecutive hours in any one work day or of forty (40) hours in any calendar week shall be paid at the rate of time and one-half the regular hourly base rate but not both.

SECTION 2: Sunday Work: Employees who for reason of emergency as determined by the Employer are called upon to work Sunday, although not normally scheduled to work Sunday, shall be paid at time and a half the regular hourly base rate, provided the Employer cannot give the employee sixteen (16) or more hours notice prior to the time to report to work but in accordance with Section 1: Time and one-half.

SECTION 3: Call-Back Time: Employees who shall be called in to work or scheduled to work at a time not normal or regular to their schedule shall be guaranteed no less than two (2) hours pay at the rate appropriately provided herein in the event that the Employer cannot give the employee twenty four (24) hours notice prior to the time to report to work. To be eligible for call back time pay the employee must actually report to work.

SECTION 4: Call-In Early and/or Hold-Over: Employees who are called in to work early shall be guaranteed no less than two (2) hours pay at the rate of one and one-half (1 1/2). To be eligible for call in time pay the employee must actually report to work. Employees held over will be paid time and one half for all hours worked.

SECTION 5: Holidays: Employees who are required to work a holiday shall receive hour-for-hour compensatory time and time and a half the regular hourly base rate of pay. Compensatory time shall be scheduled at mutual convenience of the employee and the Employer.

SECTION 6: Equalization: The Employer shall make every effort to equalize overtime among those employees qualified to perform such work as is required and by seniority. The Superintendent shall be entitled to compel the least senior employee available to work as provided in Section 9 following.

SECTION 7: Compensatory Time: The Employer shall not be prohibited from utilizing compensatory time in lieu of overtime pay as provided in section one of this article. Be it provided, however, that utilization of compensatory time shall be at the mutual agreement and convenience of the Employer and employee.

SECTION 8: Scheduling: - The Union recognizes the propriety and necessity of the employment of full time and part time employees, both of which are certified employees of the Bargaining Unit.

The Union further recognizes that by reason of the fact that the residents of the facilities are children of both sexes, that management has both a moral and legal responsibility to promote the best interest of the residents.

In scheduling additional shifts the Employer shall exercise one (1) of three (3) options. Once initiated the Employer shall complete the option. The options are:

- (a) The call-in list
- (b) Hold-over/call-in early (See preceding Section 4)
- (c) Voluntary shift transfer (This option may only be elected and executed by management.

SECTION 9: Call-in-List: The scheduling of employees shall be within the sole discretion of the Employer. When the call-in list option is selected it shall be executed as follows:

- (a) By the use of part time employees on a seniority basis up to eight (8) hours until such employee reaches 40 hours of work in that week. Sex may be a consideration in selecting a worker. The least senior employee may be compelled to work over until a suitable replacement is scheduled. An employee compelled to work over shall be entitled to compensation at one and one-half (1 1/2) times the normal hourly rate.
- (b) By the use of employees on a seniority basis, recognizing the sex consideration regardless of full/part time hourly status.
- (c) By a split of the hours between employees by the sex consideration, regardless of the full/part time status.
- (d) By use of an employee for sixteen (16) consecutive hours.
- (e) By the use of qualified employees from another classification with regard to the sex consideration.

ARTICLE 19

HOLIDAYS

SECTION 1: Full time employees shall be eligible for holidays established by the Michigan Supreme Court. Should the Michigan Supreme Court or St. Clair County Probate Court change the schedule in any way, that amended holiday schedule shall prevail and apply and a copy sent to the Union.

SECTION 2: To be eligible for a holiday an employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless authorized the day off.

SECTION 3: All employees regularly scheduled to work on a holiday are required to work unless an absence has been approved by the Employer.

SECTION 4: A paid holiday shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 5: Full time employees shall, at the employee's option, be compensated for work performed on a holiday.

Option 1 - The employee shall be compensated at two and one-half (2 1/2) times the base hourly rate.

Option 2 - The employee shall be compensated at one and one-half (1 1/2) times the base hourly rate and granted an hour for hour vacation credit.

Be it provided that:

- (a) The employee shall indicate their choice of option to the Superintendent or designee within the pay period the holiday occurs according to the time frame established to report payroll information.
- (b) Vacation days acquired from holidays shall be used in the employee's anniversary year as earned and credited or the days shall be forfeited. In other words, the day(s) shall not accrue from anniversary year to anniversary year.
- (c) An employee who fails to indicate an option shall be compensated according to Option 1.
- (d) Holidays which occur on an employees day off shall be credited with an hour for hour holiday credit and shall be subject to all the provisions herein.

SECTION 6: Part time employees who work on a holiday shall be compensated at a rate of one and a half (1 1/2) times their hourly rate for all time worked on a holiday. Part time employees who work Independence Day, Thanksgiving Day, and/or Christmas Day shall be compensated at a rate of twice their hourly rate for all hours worked.

SECTION 7: Part time employees that do not work a holiday shall not be entitled to holiday pay.

SECTION 8: The holiday shall be on a calendar day starting at 11:00 PM, proceed for 24 consecutive hours and cease at 11:00 PM.

ARTICLE 20

VACATION

SECTION 1: After one (1) year of continuous full time employment, employees shall be eligible for vacation. Vacation shall be computed from the anniversary date of the beginning of full time employment as of the last date of hire.

SECTION 2: Full time employees shall be entitled to vacation according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>DAYS</u>
1 - 2	5
3 - 4	10
5 - 9	17
10 - 14	20
15 - 19	23
20 - 24	25
25+	28

SECTION 3: The employee may accumulate vacation days up to, but no more than thirty-five (35) days, provided that no less than five (5) days must be utilized each and every anniversary year or such days shall be forfeited.

SECTION 4: The employee shall not be entitled to use more than the number of vacation days which have been earned.

SECTION 5: The employee, upon termination or retirement, shall be paid for all earned vacation days, up to but not greater than thirty-five (35) days, upon the next regular pay day after termination or retirement, if possible, but not later than on the following regular pay day.

SECTION 6: Paid holidays occurring during a paid vacation shall not be charged as vacation but as holiday.

SECTION 7: Scheduling of vacation will be worked out between the Superintendent and the employee at a time mutually agreeable to the Employer and the employee in such manner that no shortage in staff results and where reasonably possible, giving preference to Seniority as to choice of time on vacations.

ARTICLE 21

LEAVES OF ABSENCE

SECTION 1: Leaves of absence for reasonable periods, not to exceed one (1) year shall be granted without loss of seniority for:

- (a) Maternity leave
- (b) Illness leave (Physical or Mental)

SECTION 2: Leave of absence for reasonable periods, not to exceed one (1) year may be granted without loss of seniority for:

- (a) Serving in any Union position
- (b) Educational purposes, when job-related. Be it provided, however, that any such leave shall be consistent with meeting the operating needs of the department.

SECTION 3: All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician when requested by the Employer. In all cases of illness, extending beyond seven (7) calendar days, a statement by the attending physician shall be furnished each seven (7) calendar days of the illness, evidencing the inability of the employee to return to normal work duties.

SECTION 4: The Employer may require the employee on leave due to an illness to submit to an examination by a physician chosen by the Employer, provided the charges by the physician are paid by the Employer.

SECTION 5: The requirements of Sections (3) and (4) may be waived by the Employer, but such waivers shall not form the basis for submitting a grievance when such waiver is not granted. In no case shall an employee be granted a leave of absence for a period of time greater than their accrued seniority.

SECTION 6: An employee shall not be entitled to return to work from a leave due to illness without medical verification of recovery from the attending physician and may be subject to Section 4.

SECTION 7: Extensions of a leave of absence shall be at no more than one (1) month intervals and not to exceed twelve (12) extensions or one (1) year, whichever is greater.

SECTION 8: Request of an extension shall be made in writing to the Superintendent no less than five (5) working days prior to the expiration date of the leave.

SECTION 9: An employee on a leave of absence without pay shall not be entitled vacation accrual, sick day accrual, retirement credit or gain from any other fringe benefits.

SECTION 10: Employees elected to any permanent full time Union office or selected by the Union to do work which takes them from their employment with the Court, shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the written request of the Union.

ARTICLE 22

WORKER'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of the employee on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide worker's compensation protection for all employees.

ARTICLE 23

MILEAGE ALLOWANCE

Employees who use their personal vehicles on business required by the Employer shall be reimbursed at the maximum non-taxable rate allowable by the I.R.S.

ARTICLE 24

SERVICE RECOGNITION

SECTION 1: The Employer shall recognize years of continuous full time service by providing a percentage of base salary according to the following formula, but not to exceed the maximum payment:

<u>Years of Service</u>	<u>% of Base Salary</u>	<u>Maximum Payment</u>
5 - 9	2%	\$ 500
10 - 14	4%	\$1,000
15 - 19	6%	\$1,500
20 - 24	8%	\$2,000
25 +	10%	\$2,500

SECTION 2: Full time employees who satisfy the minimal requirement each year shall be paid a single lump sum in the first pay period following their anniversary.

ARTICLE 25

RETIREMENT BENEFIT

SECTION 1: All full time employees on their date of hire shall become members of the St. Clair County Employees Retirement Plan.

SECTION 2: Employees shall have a percentage of their gross pay deducted for retirement benefits as specified in the Employees Retirement Plan. The Employer shall contribute to the employee's retirement program as specified in the Employees Retirement Plan.

SECTION 3: Employees who terminate their employment prior to eligibility for retirement, may withdraw the amount they contributed plus interest. Contributions withdrawn from the plan prior to retirement shall result in termination of all benefit from the plan.

ARTICLE 26

UNEMPLOYMENT COMPENSATION

The Employer shall cooperate toward the prompt settlement of unemployment claims which are due and owing. The Employer shall determine the plan to provide benefits as established by applicable laws and regulations.

DURATION

This Agreement shall remain in full force and effect until December 31, 1991. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, sixty (60) days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the County of St. Clair.

The Union recognizes the right and duty of the Probate Court to operate and manage its affairs in accordance with the State of Michigan Constitutional provisions and statutes shall take precedence over any conflicting provisions which might be contained in this Agreement. If any article or section of this Agreement or any appendixes or supplement thereto should be held invalid by any Constitutional provision, operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

The parties agree that the employees covered hereby should have reasonable assurance of continuity of employment which is not subject to termination solely because of a change in the incumbent Judge's office.

EMPLOYER

UNION

ST. CLAIR COUNTY PROBATE
COURT CHILDREN'S SHELTER

LOCAL UNION NO. 214, AN AFFILIATE
OF THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS OF AMERICA

BY: _____
CHIEF JUDGE OF PROBATE

BY: _____
BUSINESS AGENT

BY: _____
CHAIRMAN, BOARD OF COMMISSIONERS

BY: _____
CHAPTER CHAIRPERSON

BY: _____
COUNTY CLERK

BY: _____
ALTERNATE STEWARD

WAGES

January 1, 1989 - 3.25 %

		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Chief	HRLY	\$8.38	8.55	8.69	9.00	9.32	
Cook	ANNL	17,430	17,784	18,075	18,720	19,386	
Cook	HRLY	\$7.73	7.86	8.00	8.27	8.55	
	ANNL	16,078	16,349	16,640	17,202	17,784	
Custodian/ Maintenance Worker	HRLY	\$8.38	8.53	8.66	8.97	9.29	
	ANNL	17,430	17,742	18,013	18,658	19,323	
Child Care Worker I	HRLY	\$8.18	8.35	8.50	8.81	9.17	9.53
	ANNL	17,014	17,368	17,680	18,325	19,074	19,822
Program & Recrea- tion Coordinator	HRLY	\$9.03	9.22	9.39	9.77	10.16	10.56
	ANNL	18,782	19,178	19,531	20,322	21,133	21,965
Shift Leader Premium		\$.50 cents an hour					

January 1, 1990 - .30 cents an hour

		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Chief	HRLY	\$8.68	8.85	8.99	9.30	9.62	
Cook	ANNL	18,054	18,408	18,699	19,344	20,010	
Cook	HRLY	\$8.03	8.16	8.30	8.57	8.85	
	ANNL	16,702	16,973	17,264	17,826	18,408	
Custodian/ Maintenance Worker	HRLY	\$8.68	8.83	8.96	9.27	9.59	
	ANNL	18,054	18,366	18,637	19,282	19,947	
Child Care Worker I	HRLY	\$8.48	8.65	8.80	9.11	9.47	9.83
	ANNL	17,638	17,992	18,304	18,949	19,698	20,446
Program & Recrea- tion Coordinator	HRLY	\$9.33	9.52	9.69	10.07	10.46	10.86
	ANNL	19,406	19,802	20,156	20,946	21,757	22,589
Shift Leader Premium		\$.50 cents per hour					

January 1, 1991 - .30 cents an hour across the board

		<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Chief	HRLY	\$8.98	9.15	9.29	9.60	9.92	
Cook	ANNL	18,678	19,032	19,323	19,968	20,634	
Cook	HRLY	\$8.33	8.46	8.60	8.87	9.15	
	ANNL	17,326	17,597	17,888	18,450	19,032	
Custodian/ Maintenance Worker	HRLY	\$8.98	9.13	9.26	9.57	9.89	
	ANNL	18,678	18,990	19,261	19,906	20,571	
Child Care Worker I	HRLY	\$8.78	8.95	9.10	9.41	9.77	10.13
	ANNL	18,262	18,616	18,928	19,573	20,322	21,070
Program & Recrea- tion Coordinator	HRLY	\$9.63	9.82	9.99	10.37	10.76	11.16
	ANNL	20,030	20,426	20,779	21,570	22,381	23,213
Shift Leader Premium		\$.50 cents per hour					

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 20 - VACATION

The St. Clair County Probate Court and the Children Shelter Employees - Teamsters hereby establish and agree that employees hired prior to the ratification date of this Agreement shall be entitled to vacation credit as follows:

1. From the employee's date of hire or anniversary date, whichever is greater, to the date of ratification of this Agreement the employee is subject and entitled to the accrual provided consistent with the previous vacation schedule. In other words the employee shall receive a proration of vacation days from hire or anniversary date to ratification date based on the former schedule.

2. The employee shall be subject and entitled to prorated vacation credit from the date of ratification to the next following anniversary based on the current schedule.

FOR THE EMPLOYER

FOR THE UNION

DATE

DATE

RESOLUTION 90-25

APPROVING HEALTH CARE PLAN
SELF-FUNDING

WHEREAS, the County of St. Clair has made a Group Health Care Plan available to eligible employees, retirees and their respective dependents, and

WHEREAS, the County of St. Clair has authority and responsibility to determine the plan provider and the method for administering the Health Care Plan.

NOW, THEREFORE, BE IT RESOLVED, that the County of St. Clair shall self fund its health care plan at the earliest possible date.


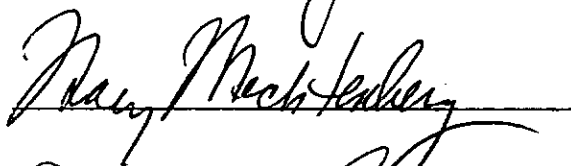
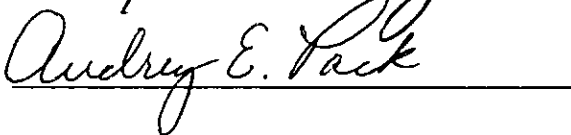
BE IT FURTHER RESOLVED, that the Administrator/ Controller of the County of St. Clair with the concurrence of the Chairperson of the Board of Commissioners, and Chairperson of the Administrative Services/Ways & Means Committee, is authorized to select the Third Party Administrator to administer the Health Care Plan on behalf of the County of St. Clair, for one year from date of signing.

DATED: June 13, 1990

Reviewed and Approved by:



TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, Mi 48060

SERVICE AGREEMENT
BETWEEN
ST. CLAIR COUNTY
AND
BLUE CROSS/BLUE SHIELD OF MICHIGAN

PREAMBLE

The purpose and intent of this Service Agreement is to describe and define the level of service to be provided to St. Clair County (hereafter "County") by Blue Cross/Blue Shield of Michigan (hereafter "BC/BS"). Further, the promises and pledges herein set forth the terms and conditions for the County and BC/BS to maintain an Administrative Service Contract. The terms and conditions herein are an addendum to the covenant and are held to be in part and not the whole of the covenant between the parties.

I. FISCAL OBLIGATION AND RESPONSIBILITY

I.A: Attributing Claims Incurred

1. The County elects to enter into an Administrative Service Contract (hereafter "A.S.C.") effective _____. Claims incurred prior to _____ shall be attributed to the underwritten plan between BC/BS and the County. Claims incurred on or after _____ shall be attributed to the A.S.C.

I.B: Settlement of the Underwritten Plan

1. A tentative settlement of the underwritten plan will be provided the County approximately four (4) calendar months following the A.S.C. election date. A final settlement of the underwritten plan will be provided the County within twelve (12) calendar months of the election date and shall include only those claims incurred prior to the election date although paid after the election date.

I.C: Rate Stabilization Reserve Account

1. The Rate Stabilization Reserve (R.S.R.) has been established by BC/BS at \$ _____ effective _____.

2. In the event the R.S.R. balance is computed to be a positive number on the election date, the positive balance shall fund the payment of A.S.C. claims.

3. In the event the R.S.R. balance is computed to be a negative number on the election date, the negative balance shall be defrayed by the amount of the hospital discount acquired by BC/BS over and above the fifteen percent (15%) hospital discount guaranteed the County.

4. The negative R.S.R. balance shall not be affected by or subject to the calculation of interest.

5. The BC/BS shall provide the County with annual financial statements summarizing the R.S.R. balance.

6. The BC/BS shall notify the County at the point in time when the negative R.S.R. balance is dissolved.

I.D: Hospital Advance

The County agrees to pre-fund a hospital advance equal to thirty (30) calendar days of hospital claims based on the BC/BS hospital discount. The County shall be entitled to select one of two options to fund the hospital advance.

Option 1

The County shall provide the payment in full the second month of the A.S.C.

Option 2

The BC/BS shall advance the payment at an average annual interest rate between 8.5% and 9.2%.

II. CUSTOMER SERVICE

The parties mutually recognize that a covenant between them is primarily contingent upon the satisfaction with services by the County's employees, retirees and their dependents as well as the County. In an effort to strive for an optimal level of satisfaction, the parties agree as follows:

II. A: Toll Free Number

1. BC/BS shall establish a toll free 800 number to respond to customer inquiries by the County, its employees, retirees and/or their dependents. The toll free number shall provide response to inquiry during the normal business hours of 8:30 AM to 5:00 PM, Monday through Friday, excluding standard national holidays.

2. BC/BS shall be responsible for the cost of maintaining the toll free 800 number telephone service.

3. The number shall be staffed by senior service representatives with authority and ability to assist in claim resolution, indicate benefit and service levels, disclose reasonable and customary level and provide general problem resolution.

4. BC/BS shall establish and have operational the toll free 800 number within sixty (60) calendar days of establishing the Administrative Service Agreement.

II.B: Port Huron Service Office

1. BC/BS shall employ sufficient staff in the Port Huron office to respond to benefit inquiry during the hours of 8:30 AM to 5:00 PM, Monday through Friday.

2. The staff shall have authority and ability to assist in claim resolution, indicate benefit and service levels, disclose reasonable and customary level and provide general problem resolution.

II.C: Disputed Claims Adjudication

1. In the event a claim dispute is not resolved through utilizing the resources of the toll free telephone service and/or the Port Huron Service Office, appeal may be made to BC/BS Executive Service Area. Adjudication of a claim shall be within two (2) weeks.

2. BC/BS will defend and indemnify the County against all claims, demands, suits or other forms of liability which may arise from the administration of claims or the rendering of any service by BC/BS. Further, BC/BS will participate in any and all grievance, arbitration, mediation or fact finding session at no expense to the County.

III. HEALTH CARE PROGRAM ADMINISTRATION

The parties recognize the necessity to provide for an efficient administration of the health care program. The parties shall as follows:

III.A: Data Processing

1. BC/BS shall provide, at no cost to the County, data processing hardware and software sufficient to process membership additions, deletions and enrollments.

2. BC/BS shall be responsible for the maintenance cost of all hardware and software. BC/BS shall stipulate how maintenance is to be performed, however maintenance shall be performed in such a manner so as not to disrupt or delay the operation of the County or its health care plan to its employees, retirees or dependents.

3. BC/BS shall provide all necessary training of County Personnel designated to use the equipment provided by BC/BS at a mutually satisfactory time and location.

4. In the event the County should terminate the services of BC/BS as Underwriter or A.S.C., all hardware and software shall be returned to BC/BS. Nothing shall prevent BC/BS from transferring ownership of hardware and/or software to the County, thereby making the County responsible for all maintenance and cost.

5. At which time BC/BS implements electronic mail to any client, the County shall be entitled to electronic mail services.

III.B: PLAN DOCUMENT

The parties acknowledge that customer satisfaction is contingent, to a great extent on the understanding of the benefits. The parties shall endeavor to provide benefit explanation as follows:

1. BC/BS shall develop a plan document which shall detail and describe the plan benefits. The document shall be written in a form and language easily understood by a person unfamiliar with insurance programs. The document shall be in a format easily referenced by an employee and/or dependent.

2. BC/BS shall provide the County the opportunity to pre-approve the plan document to be provided employees within sixty (60) calendar days of the A.S.C.

3. BC/BS shall provide the County a supply of plan documents for distribution to employees at no cost to the County. The plan documents shall be made available to the County for distribution in the most expeditious manner possible.

4. BC/BS shall make available representative(s) to meet with employee and retiree groups, along with their dependents, to discuss and describe the health care program as coordinated by the County. Be it provided that such meetings shall be at reasonable times and places to accommodate the parties including the employees and dependents.

5. In the event customer service issues arise, the parties shall meet in an effort to establish policy and/or procedure designed to clarify or improve customer service. BC/BS shall make available to the County resources reasonable to provide or improve customer satisfactory service.

III.C: CUSTOMIZED PLAN DESIGN FLEXIBILITY

The parties recognize the necessity to provide health care programs that meet the needs of individual employee groups and segments. In this spirit the parties agree as follows:

1. BC/BS shall assign a consultant(s) to assist the County in immediate plan design and on an ongoing basis.

2. BC/BS shall disclose to the County all programs and/or plan designs, including specialized or customized plans, benefits or riders and make same available as options to the County.

3. The County shall be entitled to customize a plan design by benefit and/or benefit level which shall be administrated by BC/BS. Be it provided that customized plan design shall be governed by reasonableness as well as the scope and ability of BC/BS to provide customization.

III. D. ADMINISTRATIVE AND PLANNING REPORTS

The parties recognize that benefit design and utilization are best understood and analyzed by the scrutiny of reports provided by BC/BS to the County. Further, the parties acknowledge that the confidentiality of services to employees and dependents is of paramount importance. With this in mind, the parties shall endeavor to make available information necessary for planning and administration.

1. BC/BS shall provide the County with Coordination of Benefits report on a semiannual basis at no cost to the County on either paper or tape format, as determined by the County.

2. BC/BS shall provide the County with claims data for audit on a monthly basis at no cost to the County on either paper or tape format, as determined by the County.

3. BC/BS shall provide a monthly claims listings report at no cost to the County.

4. BC/BS shall provide examples of actuarial and claims reports for purposes of review and possible selection, at no cost to the County.

FOR BC/BS

FOR THE COUNTY

DATE

DATE

RESOLUTION 90-24

OPPOSITION TO DEREGULATION OF RADIOACTIVE WASTE

WHEREAS, the United States Congress and United States Nuclear Regulatory Commission (NRC) have approved the concept of deregulating heretofore radioactive waste to the status of nonradioactive waste (waste below regulatory concern), and

WHEREAS, such deregulated radioactive waste will go to landfills, sewers, incinerators, and any other facilities for solid, liquid, or hazardous waste, which are neither designed nor intended to take radioactive waste, and

WHEREAS, deregulated radioactive materials could be recycled and contaminate raw materials and consumer products, and

WHEREAS, it has been estimated that more than 30 percent of the volume of what is currently considered "low-level" radioactive waste could be deregulated by the U.S. NRC, and

WHEREAS, evidence is growing that exposure to low levels of ionizing radiation have greater negative health effects than previously assumed by national and international agencies, and,

WHEREAS, radiation and chemicals have synergistic effects on the environment and human health and such exposures to both may result from deregulation of nuclear waste.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS, that St. Clair County prohibits the acceptance of radioactive waste deregulated or otherwise at any solid, liquid, or hazardous waste facilities in this jurisdiction.

BE IT FURTHER RESOLVED, that this Board of Commissioners will inform the appropriate potentially affected local, state and federal agencies of this resolution.

BE IT FURTHER RESOLVED, that this Board of Commissioners calls for the U.S. Congress to rescind Section 10 of the 1985 Low-Level Radioactive Waste Policy Amendments Act (P.L. 99-240) which requires the Nuclear Regulatory Commission to set BRC standards.


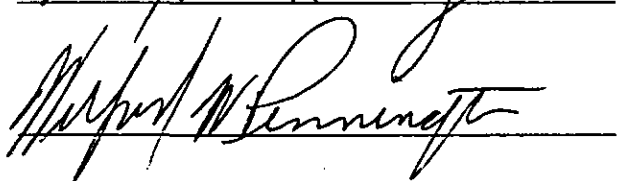
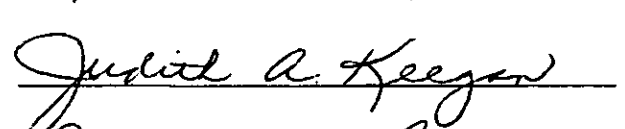
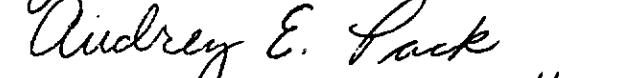


BE IT FURTHER RESOLVED, that the St. Clair County Board of Commissioners urges the U.S. NRC to halt all activities that will result in deregulating radioactive waste and materials (BRC).

DATED: July 10, 1990

Reviewed and Approved by:



TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 90-23

ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN ST. CLAIR COUNTY
AND
COMMUNITY MENTAL HEALTH EMPLOYEES - AFSCME

WHEREAS, the Community Mental Health Employees-AFSCME is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of the County of St. Clair, and

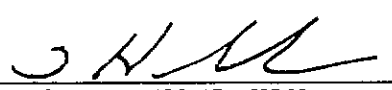
WHEREAS, the County of St. Clair has authority and responsibility to bargain on matters of wages and working conditions, and

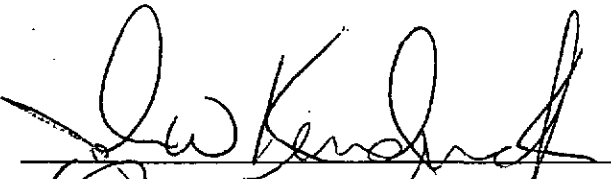
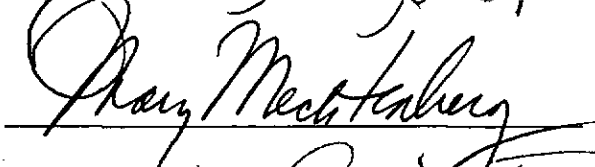

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the collective Bargaining Agreement (attached Exhibit "A"), for the period January 1, 1989 through December 31, 1991, is hereby approved and adopted.

DATED: June 13, 1990

Reviewed and Approved by:


TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, Michigan 48060

A G R E E M E N T

BETWEEN

ST. CLAIR COUNTY

AND

COMMUNITY MENTAL HEALTH EMPLOYEES

AFSCME, CHAPTER 10, AFL-CIO

JANUARY 1, 1989

THROUGH

DECEMBER 31, 1991

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PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employee, and the Union.

The parties recognize that the interest of the community depends upon the Union's and the Employer's success in establishing a proper service to the citizens of St. Clair County.

ARTICLE 1

RECOGNITION

SECTION 1

Administrative employees, the personal secretary to the Executive Director, temporary employees and employees represented by other labor organizations shall not be represented by the Union. The Union is hereby recognized as the exclusive representative of all eligible employees within the Unit known as the Community Mental Health AFSCME Chapter 10 of St. Clair County for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, and working conditions for the term of this Agreement.

SECTION 2

A temporary employee is an employee hired to perform a function either full time or part time for a predetermined period of time as a substitute for an employee on a leave of absence or in a seasonal capacity. The temporary status of a substitute employee shall not exceed the length of the leave of absence of the regular employee. The temporary status of a seasonal employee shall not exceed twelve (12) months. A temporary employee shall not be eligible for fringe benefits.

SECTION 3

The parties hereto agree that they shall not discriminate against any person because of race, creed, color, national origin, age, marital status, number of dependents, handicap, weight, or sexual preference.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1

It is recognized that the management of the County, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the County. Other rights and responsibilities not abridged by this Contract shall belong solely to the County and are hereby recognized prominent among, but by no means wholly inclusive, are:

- a. The right to decide the number and locations of its facilities, departments, and etc.; work to be performed within the unit; the right to discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling hours; manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate St. Clair County.
- b. Further, it is recognized that the responsibility of the management of the County for the selection and direction of the working forces includes the right to decide the number of employees, the right to hire, suspend, discipline or discharge for just cause; assign work within the Unit; promote or transfer; the right to decide employee's qualifications; to determine the amount of overtime to be worked; the right to make necessary rules and regulations governing employee conduct and safety; and to relieve employees from duty because of lack of work or other legitimate reason; is vested exclusively in the County, subject only to the provisions of this Agreement as herein set forth.
- c. The County's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its right to exercise such function or right, or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3

AGENCY SHOP

SECTION 1

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues uniformly charged for membership for the duration of this Agreement.

SECTION 2

Employees covered by this Agreement who are not members of the union at the time it becomes effective shall be required as a condition of continued employment to become members of the union or pay a service fee equal to Union dues required commencing thirty (30) days after the effective date of this Agreement; and such conditions shall be required for the duration of this Agreement.

SECTION 3

Employees who are hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and are covered by this Agreement shall be required as a condition of continued employment to become members of the union or pay a service fee to the union equal to dues required for membership for the duration of this Agreement, commencing the ninetieth (90th) day following the beginning of their employment in the bargaining unit.

SECTION 4

The Employer shall deduct union dues or a service fee from all employees upon completion of ninety (90) calendar days of employment and consistent with the practice governing such deductions.

ARTICLE 4

UNION DUES AND SERVICE FEE DEDUCTION

SECTION 1

Check Off:

- a. The Employer agrees to deduct from the wages of any employee all union membership dues or service fees, as provided in a designated written authorization form. The executed written authorization for Union dues or service fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to the expiration of this Agreement. The termination notice must be given both to the Employer and the union.
- b. The dues will be authorized, levied, and certified in accordance with the constitution and by-laws of the local union. Each employee and the union hereby authorize the Employer to rely upon and to honor certification by the Secretary-Treasurer of the Local Union regarding the amounts to be deducted.

SECTION 2

Remittance of Dues and Fees:

- a. Check off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first two (2) pay periods each month.

AUTHORIZATION FORM

TO: _____
Employer

I hereby request and authorize you to deduct from my earnings one of the following:

- () An amount established by the union as monthly dues.
- () An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local 1518.

BY: _____
Print Last Name First Name

_____ Zip Code Telephone
Address

_____ Classification
Department

_____ Date
Signature

b. Deductions for any calendar month shall be remitted to the Secretary-Treasurer of Michigan Council #25, AFSCME, AFL-CIO, with the alphabetical list of names and the amount deducted, no later than the fifth (5th) working day of the month following the month in which they were deducted.

c. The Employer shall notify the Secretary-Treasurer of the names and addresses of employees who are newly hired, rehired, transferred, or reinstated into the bargaining unit and of the names and addresses of employees who are no longer subject to deductions because of employment status.

ARTICLE 5

UNION REPRESENTATION

SECTION 1

Employees covered by this Agreement shall be represented by no more than three (3) members of the unit, one of which shall be the Chapter Chairperson, who shall represent the bargaining unit on all matters of application of this Agreement including the grievance procedure.

SECTION 2

Employees covered by this Agreement shall be represented by a three (3) member negotiating team for the purpose of negotiating terms and conditions at such times as are mutually agreeable to the parties.

SECTION 3

The representatives of the union shall suffer no loss of pay or benefits for representing members of the bargaining unit on all matters of application of this Agreement, including the presentation of grievances, negotiations of changes and terms and conditions of employment during regularly scheduled hours of work.

ARTICLE 6

PROBATIONARY EMPLOYEES

SECTION 1

New clerical employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee completes the probationary period, they shall be entered on the seniority list of the unit and shall rank for seniority from their initial date of hire.

SECTION 2

The probationary period for para-professional and professional employees shall be the first one hundred eighty (180) calendar days of employment.

SECTION 3

During their probationary period, the clerical employee shall be evaluated the sixtieth (60th) day of their employment to apprise them of their standing with the Employer. At the completion of their ninety (90) days of employment, the Employer will provide the clerical employee with a notice of termination or satisfactory completion of probation, in writing. The employee shall be given a copy of the evaluation and may request the presence of one of the chapter officers to be present at such conference. Employees completing the probationary period satisfactorily shall be entered on the seniority list from their initial date of hire.

SECTION 4

During their probationary period, the para-professional and professional employee shall be provided a written evaluation upon completion of ninety (90) days of employment. The Employer shall provide the employee with a written evaluation after completion of one hundred sixty-five (165) days of employment. At the completion of one hundred eighty (180) days of employment, the Employer will provide the employee with a notice of satisfactory completion of the probationary period or with a notice of termination in writing. The employee shall be given a copy of the evaluation and may request the presence of one of the chapter officers to be present at such conference. Employees completing the probationary period satisfactorily shall be entered on the seniority list from their initial date of hire.

SECTION 5

The union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and working conditions of employment as set forth in the Recognition clause of this Agreement, except discharged and disciplined employees for other than Union activity.

SECTION 6

Seniority shall be on a Employer wide basis in each classification in accordance with the employee's last date of hire.

SECTION 7

Employees hired after the date of this Agreement who receive any part of their salary or benefits through any federally funded program, shall have their seniority computed separate and distinct from other employees.

ARTICLE 7

SENIORITY

SECTION 1

Seniority shall be computed from the employee's last date of hire with the County, for purposes of applying all terms and conditions of the contract with the exception of layoff. For purposes of layoff, seniority shall be computed as follows:

- a. Members of this bargaining unit shall have seniority computed from their last date of hire with the Employer.
- b. Chapter #20 supervisory union employees shall have been a member of this bargaining unit for ten consecutive years, and shall have seniority for displacement purposes only computed at fifty percent (50%) of their years of service within this bargaining unit. For purposes of application of this provision, the supervisory union shall have been established January 1, 1989.

SECTION 2

The seniority of full-time and part-time employees shall be maintained separately and distinctly.

SECTION 3

In the event a full time employee elects to become part time, they shall have seniority from their date of hire with the County and be entitled to fringe benefits on that basis.

SECTION 4

A part time employee who becomes full time shall be entitled to fringe benefits as follows:

- a. The employee shall be placed on the full time employee seniority roster from their last date of hire.
- b. The employee shall be placed on the accrual schedule for sick and vacation days in accordance with their seniority.
- c. The employee shall be entitled to enroll for the various insurance programs upon full time hire and shall become eligible for coverage within the normal period to effect such coverage.
- d. The employee shall be subject to the provisions of the Retirement Plan from their date of full time hire.
- e. The employee shall be eligible for longevity upon completing five (5) years of continuous full time employment.

SECTION 5

By way of definition:

- a. A full time employee is regularly scheduled to work a seven and one-half (7 1/2) hour day and a thirty-seven and one-half (37 1/2) hour workweek, as established by past practice.
- b. A part time employee is regularly scheduled to work thirty (30) or fewer hours a week.
- c. A temporary employee is an employee hired to perform a function either full time or part time for a predetermined period of time as a substitute for an employee on a leave of absence or in a seasonal capacity. The temporary status of a substitute employee shall not exceed the length of the leave of absence of the regular employee. The temporary status of a seasonal employee shall not exceed twelve (12) months. A temporary employee shall not be eligible for fringe benefits.

ARTICLE 8

LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:

- a. Quits.
- b. Is discharged and the discharge is not reversed.
- c. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.
- d. Retirement.
- e. Absent two (2) consecutive work days without a call in, unless extenuating circumstances exist.
- f. The employee fails to return to work the day following expiration of a leave of absence.

ARTICLE 9

DISCHARGE AND SUSPENSION

SECTION 1

The Employer agrees to notify in writing the union within two (2) days of the discharge or suspension of a member.

SECTION 2

Should the discharged or suspended employee consider the charge to be improper, procedures outlined in the grievance procedure provisions of the Agreement may be followed by the employee.

SECTION 3

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Employer.

ARTICLE 10

GRIEVANCE PROCEDURE

STEP 1

- a. Any employee having a specific grievance alleging a violation of this Agreement; a violation or deviation from a specific established Employer policy or procedure; or a failure of the Employer to comply with a specific policy, procedure, method or regulation of the Employer shall, within fifteen (15) days of the alleged grievance, take the matter up with the Executive Director or the designated representative, who shall attempt to adjust the grievance with the terms of this Agreement or Employer policy, procedure, method or regulation. The employee may have their union representative present at this step.

- b. Any employee may request the Executive Director or the designated representative of the Executive Director to call one of the designated stewards to handle a specified grievance with the Executive Director or the designated representative of the Executive Director. In this case, the steward will be notified without undue delay, and without further discussion of the grievance. This procedure shall not unduly delay the operations of the department.

STEP 2

- a. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved employee and delivered to the Executive Director within five (5) days after the meeting or adjourned meeting at Step 1. In this case, a meeting will be arranged within five (5) days between the designated representative of the union, the grievant(s), and the Executive Director or designated representative of the Executive Director for the purpose of attempting to settle the grievance at the Department level.

The Executive Director or the designated representative shall provide a written decision within five (5) days to the union.

STEP 3

- a. Grievances shall be considered settled at Step 2 unless written notice is delivered to the Personnel Office within seven (7) days after completion of Step 2.
- b. Such notice shall contain a request by the union that a hearing be held within two (2) weeks of the delivery of said notice for the disposition of said grievance. At such hearing, both the union and the Employer may request the presence of any and all parties who have been involved in the grievance up to this step.
- c. At such hearing, the Employer may be represented by one (1) or more representatives, and the union and the grievant(s) may be represented by its Local Union Representatives, theretofore designated as grievance representatives and such other Union representative it wishes to have present.
- d. The Grievance Representative(s) of the Employer shall deliver the decision of the Employer to the union in writing within seven (7) days following the hearing.
- e. If additional time is deemed necessary to properly investigate matters relative to the grievance at any Step outlined above, such additional time may be granted only if mutually agreed upon between the union and the Employer.
- f. It is agreed that Saturday, Sunday, and holidays shall not be counted in computing time limits provided herein, except when such time limits are measured in weeks rather than days and hours.

STEP 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration provision, as the final Step in the grievance procedure represents a concession by the St. Clair County Board of Commissioners, which is made on condition and subject to the effect of implementation of each and every one of the following safeguards:

- a. In the event the union determines to pursue the matter to arbitration, it shall within thirty (30) calendar days notify the Personnel Officer in writing of its intent to arbitrate the issue. The arbitrator shall be selected from the American Arbitration Association or as otherwise mutually agreed.
- b. The fee and expenses of the arbitrator shall be shared equally. All other expenses related to the arbitration proceedings, including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- c. The arbitrator shall have powers as hereby limited after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specific Article and Section of this Agreement.
- d. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- e. The arbitrator, in rendering a decision, shall give full recognition of the Management Rights Provision of this Agreement as it relates to responsibilities, power, authority and rights vested with the Employer, except as specifically limited by express provisions of this Agreement.
- f. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on the union, its members, the employee(s) involved and the Employer.

ARTICLE 11

CONTRACTING OF SERVICES

SECTION 1

The Employer shall provide the union with no less than forty-five (45) calendar days prior written notice of the intention to contract services. The employees whose continued employment would be affected by the contracting for existing services, shall be subject to the provisions of Article 17 - Layoff.

ARTICLE 12

TRANSFERS

SECTION 1

If an employee transfers to a position with the Employer not included in the Bargaining Unit and thereafter within six (6) months transfers back to a position within the Bargaining Unit, the employee shall retain all rights accrued for the purpose of any benefits as may be provided in this Agreement.

SECTION 2

When operations or organizational components are transferred from one location to another for a period of more than seven (7) calendar days, the employees affected will be given the opportunity to transfer within their classification so long as continuous and effective delivery of service shall not be affected. In the event an affected employee refuses to transfer with the operation or organizational component and there are no other current vacancies for which they may transfer to, they shall be deemed to have resigned.

SECTION 3

The employees covered by this Agreement shall have the right to submit a written request to the Executive Director for transfer to another location within their same classification. Preferential consideration shall be given to seniority. A trial period of not more than ninety (90) days shall be extended to a permanently transferred employee during which time evaluation shall be made by the Executive Director as to satisfactory continuous and effective delivery of service. In the event said employee is not retained at such location, the matter shall not be subject to the grievance procedure and the employee shall be returned to the former location.

ARTICLE 13

RATES FOR NEW JOBS

SECTION 1

The Employer shall notify the Union Chairperson of a newly proposed classification and rate structure not less than seven (7) working days prior to its becoming effective.

SECTION 2

The Union shall within seven (7) calendar days of such notification indicate to the Employer its intention to request negotiations concerning said proposed rate structure.

ARTICLE 14

TEMPORARY ASSIGNMENTS

SECTION 1

An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant. Such employee shall have the necessary qualifications as determined by the job description.

SECTION 2

Temporary assignments shall be authorized in writing to the employee by the supervisor.

SECTION 3

A temporarily assigned employee shall not be paid the rate consistent with the position for ten (10) or fewer working days in the position. Upon working the eleventh (11th) work day, the employee shall be entitled to pay back to the first day of temporary assignment. A temporarily assigned employee, having met the provisions herein, shall not be made to suffer a reduced rate of pay for a temporary assignment.

SECTION 4

A temporary assignment shall not exceed one (1) year or for the length of a leave of absence unless otherwise mutually agreed in writing by the Employer and the union.

ARTICLE 15

WORK PERFORMED BY ADMINISTRATIVE PERSONNEL

Administrative employees shall not be permitted to perform work within the Bargaining Unit except in cases of an emergency arising out of an unforeseen circumstance.

ARTICLE 16

VETERANS

SECTION 1

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

SECTION 2

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leave of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of agreement.

SECTION 3

Employees who are in some branch of the Armed Forces, Reserve, or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of fourteen (14) working days per year is the limitation.

ARTICLE 17

LAYOFF

SECTION 1

Layoff shall mean a reduction in the work force due to a decrease of work, reorganization, or budget limitation as determined by the Employer. An employee shall be considered to be laid off who is not working in the classification to which they were last hired.

SECTION 2

When a layoff is determined to be necessary by the Employer, the layoff shall be instituted where services are to be affected. The Employer shall lay off probationary and temporary (as defined in Article 1 - Recognition) employees in the service area affected. The Employer shall then lay off employees according to seniority, by classification, and by operation of the Employer's services. The employee in the classification affected by a layoff shall displace the least senior employee in their classification or parallel equivalent position or a subordinate classification when qualified, as determined by the Executive Director. A bargaining unit member may only be displaced by a supervisor from the Mental Health Employees Supervisors - AFSOME when the supervisor conforms to all the following criteria:

- a. The supervisor has at least ten (10) consecutive years of service within this bargaining unit. For purposes of application of this provision, the supervisory union shall have been established January 1, 1989.
- b. The supervisor may only displace a Clinician or Program Coordinator with less seniority.
- c. The supervisor's seniority for displacement purposes only shall be computed at fifty percent (50%) of their years of service within this bargaining unit.
- d. The supervisor must meet or exceed all the established qualifications for the Clinician and/or Program Coordinator positions.

SECTION 3

The determination of the method of layoff (such as, by example and not limitation: an entire program, by a program component, or by a reduction of some or all programs either pro rata or otherwise) shall not be a subject of the grievance procedure.

SECTION 4

The Employer will attempt to provide no less than thirty (30) calendar days written notice of layoff when feasible, contingent upon notice by the funding source to the union and the employee. The Union will be provided a list from the Employer of the employees being laid off on the same day that the notices are issued to employees.

SECTION 5

When a layoff is instituted, no employee shall be permitted to displace an employee in a higher paying classification salary range.

SECTION 6

In the event two or more employees have equal seniority, layoff shall be by employee payroll number. The employee(s) with the highest employee payroll number(s) shall be considered to have the least seniority.

SECTION 7

During the period of layoff, an employee shall accrue no seniority or be eligible for any fringe benefits.

SECTION 8

A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years.

SECTION 9

A part time employee shall not have the right to displace a full time employee. A full time employee who has greater seniority shall be given the option of a layoff or displacement of a part time employee consistent with Section 2 of this Article. When the option has been implemented, the employee may not request the other option. Full time employees who become part time through displacement shall be entitled to only those benefits normally due a part time employee.

SECTION 10

The employee selected for layoff may exercise the option of accepting the layoff, or displacing another employee. Be it provided the employee shall only be entitled to displace the least senior employee in the same classification or in a subordinate or parallel equivalent position, when qualified. The employee shall have sole responsibility to initiate the layoff/displacement request. The displacement request shall be made in writing no less than fifteen (15) calendar days prior to the effective date of the layoff/displacement. Once the employee exercises the option, the employee shall not be entitled to modify the option at any time. The County shall not protest the claim of an employee determined by the M.E.S.C. to be eligible for unemployment benefits.

ARTICLE 18

RECALL FROM LAYOFF

SECTION 1

Recall shall mean a return to work from a layoff.

SECTION 2

When a recall is determined to be necessary by the Employer, the recall shall be instituted where services are to be affected. The Employer shall recall employees according to seniority, by classification, or by operation of the Employer's services.

SECTION 3

Notice of return to work shall be sent by Registered or Certified mail to the last known address of the employee. The date to report to work shall allow the employee the opportunity to provide the interim employer with two (2) weeks separation notice. Failure of the employee to report to work as scheduled, or to confirm a mutually satisfactory alternate date, shall result in the employee's termination.

SECTION 4

Upon return to work, the Employer shall calculate the employee's adjusted seniority date. The adjusted seniority date shall recognize seniority for the period prior to layoff only. The adjusted seniority date shall be applicable for calculating all provision, economic and non-economic, of the Collective Bargaining Agreement.

SECTION 5

A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years.

ARTICLE 19

WITHHOLDING OF PROFESSIONAL SERVICES

SECTION 1

It is recognized that the needs for care and proper treatment of clients are of paramount importance and that there should be no interference with such care and treatment.

SECTION 2

Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Union, and the members of the Bargaining Unit under this Agreement, will not engage in or encourage any strike, sit-down, stay-in, slow-down, or other similar action which would interfere with the treatment and welfare of the clients or the services of the Department.

SECTION 3

The Employer shall have the right to discipline or discharge any employee participating in such interferences and the union agrees not to oppose such action. It is understood, however, that the union shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

SECTION 4

The Employer will not lock out any employees during the term of this Agreement.

ARTICLE 20

JURY DUTY AND SUBPOENA FEES

SECTION 1

An employee who is called to perform jury duty shall inform the Employer immediately.

SECTION 2

Employees on jury duty shall be paid regular pay for performing jury duty during regularly scheduled work hours. Pay for jury duty shall be returned to the Employer in lieu of regular salary.

SECTION 3

Time spent on jury duty shall not be deducted from sick days or vacation days nor adversely affect any fringe benefit.

SECTION 4

Employees who are subpoenaed as a consequence of their employment or who are called upon as a consequence of their employment shall immediately notify the Employer. The employee shall continue to receive their normal pay when subpoenaed. Compensation, such as subpoena fees, but not including reimbursement of actual personal expenses shall be surrendered to the County.

ARTICLE 21

SAFETY COMMITTEE

SECTION 1

Three (3) employee Union representatives and the representatives of the Employer shall constitute a Safety Committee for the purpose of discussing and making recommendations on matters of safety. The Safety Committee shall meet upon the request of either the union or the Employer. The party requesting the meeting shall provide an agenda of items to be discussed at the meeting. Either party may place additional safety matters on the agenda provided they do so in written form no less than two (2) calendar days in advance of the meetings or unless otherwise mutually agreed.

SECTION 2

The representative of the union shall suffer no loss of pay or benefits for representing the members of the Bargaining Unit in safety meetings with the Employer during regularly scheduled hours of work.

ARTICLE 22

UNION BULLETIN BOARD

The Union may use a bulletin board which shall be located at each location leased or owned by the County and designated for use by the Community Mental Health Service. The bulletin board shall be located in a convenient place for the purpose of posting notice of the following activities:

- a. Notices of Union recreational and social events.
- b. Notices of Union elections.
- c. Notices of results of Union elections.
- d. Notices of Union meetings.

ARTICLE 23

PROMOTIONS AND JOB POSTINGS

SECTION 1

The Employer shall insure that all employees shall have an equal opportunity to bid on job vacancies. The Employer shall post a notice of job vacancies at all of its various locations in a conspicuous place, be it provided that the employer shall determine when a vacancy exists. The posting shall include:

- a. A brief description of the job;
- b. The salary range;
- c. The shift (if other than days);
- d. The location (i.e., building or division).

SECTION 2

The job shall be posted for five (5) working days (excluding Saturdays, Sundays, and holidays).

SECTION 3

Employees applying for the position shall make a written application either on the Employer's application form or in resume form to the designee indicated on the posting. The resume, if submitted by the employee, shall provide:

- a. Candidate's name;
- b. Date employed;
- c. Current classification;
- d. Qualifications for the job (experience, skills, and/or education).

SECTION 4

In making the award of the job, the Employer will consider the employee's qualifications and seniority. Where qualifications are relatively equal, the employee with superior seniority shall be awarded the job. The award shall be made twenty (20) working days after the posting unless mutually agreed otherwise.

SECTION 5

A trial period shall be provided as follows:

- a. Thirty (30) calendar days for non-professional classifications.
- b. Ninety (90) calendar days with an extension of an additional ten (10) working days for professional classifications.

The Employer shall notify the union and employee in writing of an extension indicating its reason for such extension. An extension shall not be subject to the grievance procedure.

SECTION 6

During the trial period, an employee who disqualifies him/her self or is disqualified by the Employer, shall be returned to their former classification. The Employer shall provide the Chapter Chairperson with the name(s) of the applicants awarded a job.

ARTICLE 24

INJURY LEAVE

(Worker's Compensation)

SECTION 1

The County shall provide employees the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury.

SECTION 2

The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local and F.I.C.A. taxes.

SECTION 3

The supplemental compensation shall be deducted from the employees accrued sick days but in no case exceed the employee's accrued sick days.

SECTION 4

When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee a regular pay check minus normal authorized payroll deductions.

SECTION 5

Employees who elect not to supplement their Worker's Compensation, or who have no or insufficient sick days, or who exhaust their sick days while on an injury leave, shall retain the Worker's Compensation check as directed by the County.

SECTION 6

In computing the amount of sick days to supplement Worker's Compensation, the County shall subtract from the employee's normal pay (as defined in Section 2) the total Worker's Compensation paid and divide it by the employee's daily gross (before taxes) pay. The sick day amount shall be rounded off to the nearest whole or half day.

ARTICLE 25
SICK DAYS

SECTION 1

Full time employees shall accumulate sick days to be used for days lost to illness or as otherwise provided. Employees who are regularly scheduled to work less than full time shall be entitled to 50% of the accruals provided in Sections 2 and 3 of this Article.

SECTION 2

Full time employees shall accrue sick days at the rate of one (1) day per month for the first sixty (60) months of continuous service.

SECTION 3

Commencing the sixty-first (61st) month of full time employment, the employee shall accrue two (2) days a month.

SECTION 4

Sick days shall accrue to a maximum of one hundred twenty (120) days.

SECTION 5

An employee shall be eligible to use sick days after completion of ninety (90) calendar days of employment.

SECTION 6

An employee shall not be paid more sick days than have been accrued.

SECTION 7

Sick days may be used for absences other than illness of the employee as follows: Serious or critical illness to members of the immediate family, not to exceed ten (10) sick days.

SECTION 8

Proof of illness of an employee's immediate family may be required before payment of sick days is made.

SECTION 9

Proof of an employee's illness may be required if an employee exhibits questionable attendance or if an employee's illness raises the question of fitness to perform normal duties.

SECTION 10

Sick days may be taken in place of normally scheduled workdays, excluding holidays.

SECTION 11

Sick days shall not accrue on a leave of absence without pay.

SECTION 12

Sick days shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

SECTION 13

Upon termination for any reason, each employee with twelve (12) or more months of employment shall be entitled to receive compensation based on the base rate of pay as follows:

<u>Months of Service</u>	<u>Percentage of Payoff</u>
0 - 12	0%
13 - 24	20%
25 - 36	30%
37 - 48	40%
49 +	50%

In the case of the death of a member of the Bargaining Unit, payment of sick leave shall be made to the beneficiary at a rate of fifty percent (50%) of the accrued unused sick days from date of hire.

SECTION 14

Each employee shall give the Employer two (2) weeks written notice of termination or the employee shall forfeit one (1) day of retrievable sick pay for each workday short of the required two (2) weeks notice of a voluntary quit.

ARTICLE 26

FUNERAL LEAVE

SECTION 1

Members of the Bargaining Unit shall be allowed up to five (5) working days with pay as funeral leave days, to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows:

Mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

ARTICLE 27

PERSONAL BUSINESS DAYS

SECTION 1

Employees who are required to conduct personal business which can only be conducted during normal office hours, shall be entitled to request a personal business day(s). Such a request must be made in writing to the Executive Director or designee.

SECTION 2

Written submission for a personal business day(s) shall be made no less than forty-eight (48) hours in advance of the required day(s), in order to be considered.

SECTION 3

The Executive Director or designee may require proof, when reasonable to do so, before granting a personal business day(s).

SECTION 4

The personal business day(s) shall be deducted from sick days. No more than two (2) personal business days may be used by an employee in a calendar year.

SECTION 5

The employee shall not be entitled to use a personal business day to seek or interview for a position with another employer.

SECTION 6

Denial of a personal business day(s) shall not be unreasonably withheld.

ARTICLE 28

LEAVES OF ABSENCE

SECTION 1

Leaves of absence for reasonable periods, not to exceed one year, will be granted without loss of seniority for:

- a. Illness leave (physical or mental);
- b. Prolonged illness of spouse or child. Such leave may be extended for like cause by consent of the Employer. Be it provided, however, that such leave or extension thereof shall be consistent with meeting the operating needs of the Department.

SECTION 2

Leaves of absence for reasonable periods, not to exceed one (1) year, may be granted without loss of seniority for:

- a. Serving in any Union position;
- b. Educational purposes when job related. Such leave may be extended for like cause by consent of the Employer. Be it provided, however, that any such leave or extension thereof shall be consistent with meeting the operating needs of the Department.

SECTION 3

All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician when requested by the Employer. In all cases of illness extending beyond seven (7) calendar days, a statement by the attending physician shall be furnished each seven (7) calendar days of the illness, evidencing the inability of the employee to return to normal work duties.

SECTION 4

The Employer may require the employee on leave due to illness to submit to an examination by a physician chosen by the Employer, provided the charges by the physician are paid by the Employer.

SECTION 5

The requirements of Sections 3 and 4 may be waived by the Employer, but such waivers shall not form the basis for submitting a grievance when such waiver is not granted.

SECTION 6

An employee shall not be entitled to return to work from a leave due to illness without medical verification of recovery from the attending physician and may be subject to Section 4.

SECTION 7

Extension of a leave of absence shall be at no more than one (1) month intervals and not to exceed twelve (12) extensions or one (1) year, whichever is greater.

SECTION 8

Request of an extension shall be made in writing to the Executive Director no less than five (5) working days prior to the expiration date of the leave.

SECTION 9

While on a leave of absence without pay, the employee accrues no seniority, vacation time, sick leave, retirement credit, nor eligibility for service recognition or gain from any other fringe benefit. The employee, if eligible for service recognition, shall only receive credit for the period when compensation is paid.

SECTION 10

Failure to report to work on the next scheduled workday after a leave of absence expires shall result in the immediate discharge and shall not be subject to the grievance procedure.

SECTION 11

Leaves of absence with pay for any short term educational training which will benefit the Employer may be authorized by the Executive Director.

SECTION 12

Union employees elected to attend the International Union Convention, Council Convention, or Education Conference shall be granted a leave of absence to attend such conferences or convention. Under no circumstances shall the total amount of leave time for all employees for Union activities exceed an accumulative total of fourteen (14) days per year. A maximum of one (1) Union member may attend any such convention or conference at any one time. Such leaves shall be without pay.

SECTION 13

The Employer shall provide the employee the opportunity to return to employment at a job and/or salary level comparable to that held at the time the leave of absence was granted.

ARTICLE 29

VACATIONS

SECTION 1

- a. All full time employees shall be entitled to vacations according to the following schedule:

<u>Years of Service</u>	<u>Days</u>
1 - 2	10
3 - 4	12
5 - 9	15
10 - 14	17
15 - 19	20
20 - 24	22
25 +	25

- b. Employees who are regularly scheduled to work less than full time shall be entitled to 50% of the vacation schedule cited in Section 1 (a) above. All sections and provisions of the Article, excluding Section 9, shall apply to part time employees.

SECTION 2

The full allocation of days according to the above schedule shall be credited to the employee upon each anniversary of full time employment with the Department.

SECTION 3

An employee shall not be entitled to use more days than have been earned or in advance of days to be credited.

SECTION 4

An employee shall be entitled to carry forward from the previous years accrual as many days that when added to the anniversary credit does not exceed thirty (30) days. In other words, an employee shall not be entitled to maintain an accrual of more than thirty (30) days at any time.

SECTION 5

Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

SECTION 6

Vacation days must have the prior approval of the Employer to be used. Approval shall be contingent upon meeting the operational needs of the Department but approval shall not be unreasonably withheld. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.

SECTION 7

A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

SECTION 8

Upon termination, retirement, or death the employee or beneficiary shall be paid the total accrued unused vacation days and a prorated pay-off of vacation time from their date of separation retroactive to their last anniversary of employment. Be it provided, however, that such pay-off of unused days shall not exceed thirty (30) days of pay.

SECTION 9

Employees may convert sick days to vacation days with a maximum of ten (10) converted vacation days per year with the following restrictions:

- a. Upon completing conversion, the employee must have a balance of no less than five (5) sick days.
- b. Converted vacation days are subject to all the provisions of this Article.
- c. Conversion shall be according to the following schedule based upon Departmental seniority.

<u>Months of Seniority</u>	<u>Sick Days</u>		<u>Vacation Days</u>
13 - 24	5	convert to	1
25 - 36	4	convert to	1
37 - 48	3	convert to	1
49 +	2	convert to	1

- d. Sick days may only be converted to whole and not fractional vacation days in accordance with the preceding schedule.
- e. Sick days in excess of the maximum accrual of 120 sick days shall be automatically converted to vacation days on the same basis as provided herein except that the ten (10) day maximum shall not apply to the excess sick days.

ARTICLE 30

HOLIDAYS

SECTION 1

All full time employees shall be entitled to the following paid holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	
December 24	(Whenever Christmas Day falls on Tuesday, Wednesday, Thursday or Friday)
Christmas Day	December 25
December 31	(Whenever New Year's Day falls on Tuesday, Wednesday, Thursday or Friday)

and such other holidays as may be established by action of the Board of Commissioners.

SECTION 2

Employees shall work the last scheduled workday before the holiday and the first scheduled workday after the holiday to qualify for holiday pay.

SECTION 3

In the event a holiday falls upon a Sunday, the following Monday shall be considered as the holiday. In the event a holiday falls upon a Saturday, the preceding Friday shall be considered as the holiday.

SECTION 4

Employees required to work a holiday by the Employer shall receive time and one-half (1 1/2) the base for each hour worked and an hour-for-hour vacation credit.

SECTION 5

Part time employees will be given opportunity to make up a Holiday on an hour-for-hour basis within six (6) weeks of the occurring holiday.

ARTICLE 31

WORKING HOURS - OVERTIME

SECTION 1

The normal working hours shall be seven and one-half (7 1/2) hours per day; thirty-seven and one-half (37 1/2) hours per week. The usual departmental schedule shall be 8:30 AM through 5:00 PM, Monday through Friday, or as otherwise mutually agreed. The parties recognize that the special needs of the clients may make it necessary to provide services at other than the usual department schedule hours of 8:30 AM through 5:00 PM.

SECTION 2

Each employee working six (6) or more consecutive hours shall be entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift and one in the second half of their shift.

SECTION 3

Employees who work less than six (6) hours shall be entitled to a fifteen (15) minute break at the midpoint of their regular workday.

SECTION 4

Each employee working six (6) or more hours shall be entitled to a one (1) hour lunch break each day. An employee may request to modify their usual schedule to only use a half hour for lunch break. The Employer will attempt to accommodate this as long as program coverage needs can be met.

SECTION 5

The Employer shall determine the need for overtime. Overtime shall be distributed according to the ability of the employee to perform the function required and as equally among qualified employees as circumstances allow.

SECTION 6

Employees shall be compensated at time and one-half (1 1/2) the base hourly rate for:

- a. All work performed by employees in excess of their normally scheduled hours in a day or shift except as provided in Section 8 of this Article.
- b. All work performed by employees in excess of their normally scheduled hours in a seven (7) consecutive day workweek. Normally scheduled hours shall mean thirty-seven and one-half (37 1/2) hours.

- c. The provisions of (a) and (b) shall be applied individually to each situation and not collectively. Employees shall not have overtime compounded by applying provisions of (a) and (b) in the same instance.
- d. All work performed by employees on the seventh (7th) consecutive workday or shift shall be compensated at a rate of twice the base hourly rate.
- e. Early Reporting Time: Any employee called to work before the start of their regular seven and one-half (7 1/2) hour shift shall receive time and one-half (1 1/2) for the time worked prior to their normal starting time.
- f. On a call back, an employee reporting for overtime shall be guaranteed at least three (3) hours pay at the rate of time and one-half (1 1/2).

SECTION 7

The Employer shall compensate the employee with compensatory time off or pay as determined by the employee, contingent upon approved funding, in accordance with the provisions of this Article. Compensatory time shall be allowed to accrue to a maximum of twenty-two and one-half (22 1/2) hours. Hours which would exceed the maximum shall be paid to the employee. The employee selection of pay or compensatory time shall be for the entire pay period affected. Compensatory time shall be scheduled at the mutual convenience of the Employer and the employee.

SECTION 8

An employee may request a flexible schedule within the limits of a thirty-seven and one-half (37 1/2) hour calendar week to be compensated at straight time pay. The Employer shall have exclusive authority to approve or deny an employee request.

ARTICLE 32

RETIREMENT BENEFITS

SECTION 1

All full time employees on their date of hire shall become members of the St. Clair County Employees' Retirement Plan.

SECTION 2

Employees shall have a percentage of their gross pay deducted for retirement benefits as specified in the Employees' Retirement Plan. The Employer shall contribute to the Employees' Retirement Program as specified in the Employees' Retirement Plan.

SECTION 3

Employees who terminate their employment prior to eligibility for retirement, may withdraw the amount they contributed plus interest. Contributions withdrawn from the plan prior to retirement shall result in termination of all benefits from the plan.

ARTICLE 33

LIFE INSURANCE

SECTION 1

The Employer shall provide each full time employee with \$28,000 in life insurance during the term of this Agreement upon the earliest opportunity following implementation of the Agreement. Effective January 1, 1991 the life insurance amount shall be established at \$30,000.

SECTION 2

The Employer shall have the sole right and responsibility to choose an insurance carrier to provide such coverage.

SECTION 3

On an approved leave of absence without pay, the employee may continue premium payment within the provision of the insurance policy or forfeit insurance coverage.

ARTICLE 34

HEALTH AND DENTAL CARE

SECTION 1

Each full time employee shall be eligible to participate in the comprehensive medical and hospitalization plan with the following riders:

Hospital Deductible \$150 - Employee/\$250 - Family
ML - Laboratory and X-Ray Expense Benefits
D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
Medicare 2 - 1 - Medicare Complimentary Coverage
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$3.00 Co-Pay - Prescription Drug Rider
Master Medical Option 3
Precertification
Automobile Accident Exclusion
Case Management

Part time employees shall be eligible to participate in the health care plan and will be responsible for 100% of the plan costs.

The Employer shall have authority to select the health care plan provider, provided such coverage is comparable.

The Employer shall pay 100% of the premium/healthcare cost, with the following exceptions:

- a. Employees hired on or after January 1, 1986 shall pay 100% of FC, SD and/or Medicare 2-1 riders plan costs.
- b. Employees hired prior to January 1, 1986 who do not enroll dependents on the FC, SD and/or Medicare 2-1 riders until after the implementation date of this Agreement shall pay 50% of the rider plan costs and the County shall pay 50% of the plan costs.
- c. Employees hired prior to January 1, 1986 with enrolled dependents, shall not pay any of the FC, SD and/or Medicare 2-1 riders plan costs. Be it provided, however, that enrollment changes on or after the date of implementation shall be subject to the preceding subsection B.
- d. Employee plan cost shall be paid by way of payroll deduction.
- e. Full time employees eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

\$1350 - Family Plan Subscriber
\$1100 - Two Person Subscriber
\$ 650 - One Person Subscriber

SECTION 2

All employee plan costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The plan cost(s) shall be paid in equal or near equal installments the first two (2) pay periods of each month.

SECTION 3

The Employer shall provide at full premium cost, dental insurance for all full time employees who choose to participate. Be it provided, however:

- a. Such coverage shall be that commonly referred to as the Plan 100 50/50.
- b. The employee who chooses to participate shall have one year of continuous full time employment with the County to be eligible to participate.

SECTION 4

In order to acquire and maintain health and/or dental benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the plan provider.

SECTION 5

An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in plan costs. The Employer will notify new employees of all plan benefits upon hire and further advise employees of open enrollment periods and procedure to apply for and modify plan benefits.

SECTION 6

On an approved leave of absence without pay, the employee may continue plan payment within the provision of the plan provider policy or forfeit plan eligibility and coverage.

ARTICLE 35

EMPLOYEE LIABILITY

SECTION 1

The County shall indemnify each employee against claims of liability which may arise from course of employment.

ARTICLE 36

SERVICE RECOGNITION

SECTION 1

The Employer shall recognize years of continuous full time service of employees hired prior to January 1, 1991 by providing a percentage of salary not to exceed the maximum payment as follows:

<u>Years of Service</u>	<u>Percentage of Base Salary</u>	<u>Maximum Payment</u>
5 - 9	2%	\$ 800
10 - 14	4%	\$1600
15 - 19	6%	\$2400
20 - 24	8%	\$3200
25 +	10%	\$4000

SECTION 2

Employees who satisfy the minimal requirements each year shall be paid a single lump sum the first pay period following their date of full time hire.

ARTICLE 37
MILEAGE ALLOWANCE

SECTION 1

Employees who are required to use their own vehicles to conduct departmental business shall be compensated for each mile driven at the maximum non-taxable rate established by the I.R.S.

ARTICLE 38
ADDITIONAL BENEFITS

SECTION 1

The Employer shall provide special clothing to employees that may be required in the performance of their duties.

SECTION 2

The Employer shall make an effort to provide an area for the employees so they may have a lunch break without interruption.

SECTION 3

The Employer shall provide the union with one copy of each job description.

SECTION 4

The Employer shall reimburse employees for repairs or replacement of eye glasses or contact lenses which are broken, destroyed or damaged in the performance of their duties, provided upon investigation by the Employer, the employee exercised due care and caution and was not otherwise negligent.

ARTICLE 39
PAY ADVANCE

SECTION 1

If a regular payday occurs during an employee's vacation, the employee may request a pay advance. Advance pay shall be paid on a regular payday only.

SECTION 2

A request for advance pay shall be made no less than ten (10) working days prior to the regular payday that the check is to be received.

SECTION 3

Payment shall not be made for more vacation days than have been earned upon the date of the request of advance pay.

SECTION 4

The employee shall be issued one pay advance only within each calendar year.

ARTICLE 40
SALARY SCHEDULE A
EFFECTIVE JANUARY 1, 1989

<u>CLERICAL EMPLOYEES</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	
Clerical Aide	\$ 4.58	4.69	4.87	5.04	5.30	
Clerk Typist I	15,633	15,917	16,197	16,828	17,464	
Clerk Stenographer	16,503	16,828	17,135	17,790	18,497	
Secretary	18,497	18,852	19,225	19,997	20,794	
Account Clerk I	15,916	16,197	16,503	17,135	17,790	
Account Clerk II	18,497	18,852	19,225	19,997	20,794	
Account Clerk III	19,997	20,395	20,794	21,640	22,534	
Data Entry Tech.	17,500	17,840	18,180	18,894	19,646	
Computer Technician PARA - PROFESSIONAL <u>EMPLOYEES</u>	20,046	20,418	20,802	21,587	22,652	
	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Van Driver	\$ 6.14	6.25	6.40	6.64	6.90	
Mental Health Aide	15,293	15,519	15,745	16,207	16,688	17,191
M.H. Assistant	16,348	16,597	16,856	17,376	17,918	18,483
O.T. Aide	17,764	18,044	18,328	18,908	19,512	20,142
<u>PROFESSIONAL EMPLOYEES</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
M.H. Caseworker	18,653	18,947	19,556	20,190	20,837	21,528
M.H. Specialist	22,744	23,121	23,895	24,695	25,526	26,408
Activity Therapist	23,971	24,348	25,122	25,923	26,760	27,635
Occupational Therap.	24,673	25,062	25,861	26,682	27,546	28,478
Clinician	26,261	26,707	27,605	28,566	29,547	30,545
Program Coordinator	26,261	26,707	27,605	28,566	29,547	30,545

ARTICLE 40
SALARY SCHEDULE B
EFFECTIVE JANUARY 1, 1990

<u>CLERICAL EMPLOYEES</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	
Clerical Aide	\$ 4.76	4.88	5.06	5.25	5.52	
Clerk Typist I	16,259	16,554	16,845	17,501	18,162	
Clerk Stenographer	17,163	17,501	17,820	18,502	19,237	
Secretary	19,237	19,606	19,994	20,797	21,626	
Account Clerk I	16,553	16,845	17,163	17,820	18,502	
Account Clerk II	19,237	19,606	19,994	20,797	21,626	
Account Clerk III	20,797	21,211	21,626	22,506	23,435	
Data Entry Tech.	18,200	18,554	18,907	19,649	20,431	
Computer Technician	20,848	21,235	21,634	22,451	23,558	
<u>PARA - PROFESSIONAL EMPLOYEES</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Van Driver	\$ 6.38	6.50	6.65	6.90	7.17	
Mental Health Aide	15,905	16,140	16,374	16,856	17,355	17,879
M.H. Assistant	17,002	17,261	17,531	18,071	18,635	19,222
O.T. Aide	18,475	18,766	19,061	19,665	20,293	20,947
<u>PROFESSIONAL EMPLOYEES</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
M.H. Caseworker	19,400	19,705	20,338	20,997	21,671	22,389
M.H. Specialist	23,654	24,046	24,851	25,683	26,547	27,464
Activity Therapist	24,930	25,322	26,127	26,960	27,831	28,740
Occupational Therap.	25,660	26,064	26,895	27,750	28,648	29,617
Clinician	27,311	27,775	28,709	29,708	30,729	31,767
Program Coordinator	27,311	27,775	28,709	29,708	30,729	31,767

ARTICLE 40
SALARY SCHEDULE C
EFFECTIVE JANUARY 1, 1991

<u>CLERICAL EMPLOYEES</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	
Clerical Aide	\$ 4.95	5.07	5.26	5.46	5.74	
Clerk Typist I	16,909	17,216	17,519	18,201	18,889	
Clerk Stenographer	17,849	18,201	18,533	19,242	20,007	
Secretary	20,007	20,390	20,794	21,629	22,491	
Account Clerk I	17,215	17,519	17,849	18,533	19,242	
Account Clerk II	20,007	20,390	20,794	21,629	22,491	
Account Clerk III	21,629	22,060	22,491	23,406	24,372	
Data Entry Tech.	18,928	19,296	19,664	20,435	21,249	
Computer Technician	21,682	22,084	22,500	23,349	24,501	
<u>PARA - PROFESSIONAL EMPLOYEES</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Van Driver	\$ 6.64	6.76	6.92	7.18	7.46	
Mental Health Aide	16,541	16,785	17,029	17,530	18,050	18,594
M.H. Assistant	17,682	17,952	18,232	18,794	19,380	19,991
O.T. Aide	19,214	19,516	19,823	20,451	21,105	21,785
<u>PROFESSIONAL EMPLOYEES</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
M.H. Caseworker	20,176	20,493	21,152	21,837	22,538	23,285
M.H. Specialist	24,600	25,008	25,845	26,710	27,609	28,563
Activity Therapist	25,927	26,335	27,172	28,038	28,944	29,890
Occupational Therap.	26,686	27,107	27,971	28,860	29,794	30,802
Clinician	28,404	28,887	29,857	30,897	31,959	33,037
Program Coordinator	28,404	28,887	29,857	30,897	31,959	33,037

ARTICLE 41

TERMINATION OF AGREEMENT

This Agreement shall be in effect and become operative on January 1, 1989 and shall continue in operation and effect through December 31, 1991. If either party hereto desires to terminate, modify, or amend this Agreement it shall, at least sixty (60) days prior to December 31, 1991 give notice to the Employer or to the union, as the case may be, of its intention to terminate, modify, or amend this Agreement. If neither party shall give notice to terminate, modify, or amend this Agreement as provided, the Agreement shall continue in operation and effect after January 1, 1992, subject to termination or modification thereafter by either party upon sixty (60) days written notice.

In witness whereof, the parties hereto have executed this Agreement

_____ day of _____, 1990.

FOR THE UNION

FOR THE COUNTY

Chairman, Board of Commissioners

County Clerk

RESOLUTION 90-22

REQUESTING WITHHOLDING OF LANDS
AND APPOINTING AGENT FOR
SPECIFIC PERFORMANCE

WHEREAS, title to certain lands in St. Clair County reverted to the State of Michigan on the 1st day of May, 1990, through provisions of a Circuit Court decree which ordered said lands sold for taxes at the Office of the St. Clair County Treasurer at the 1990 Tax Sale, and

WHEREAS, said lands are now under the jurisdiction of the Department of Natural Resources and may be included in the list of lands which said Department will schedule to be offered at public auction under the provisions of Section 132 of Michigan Compiled Laws 211, as amended, and

WHEREAS, Section 131c and 131e of M.C.L. 211, as amended, provide that any municipality may, before the first Tuesday of November 1990, withhold from said sale any lands within its boundaries for the benefit of former owners, and

WHEREAS, it is deemed advantageous to have all information related to the redemption of lands under provisions of said Section 131c and 131e available at one office and payment of said taxes arranged at that office.

NOW, THEREFORE, BE IT RESOLVED:

1. That all lands in St. Clair County which reverted to the State on May 1, 1990, and upon which application is made to pay taxes before the first Tuesday of November, pursuant to the provisions of Sections 131c and 131e of M.C.L. 211, as amended, to be withheld from said sale as provided in this Section, and

RESOLUTION 90- 21

PLACING SENIOR CITIZENS MILLAGE ON BALLOT
FOR AUGUST PRIMARY

WHEREAS, the St. Clair County Board of Commissioners recognizes the need for continued financing of Senior Citizens Servcies, and

WHEREAS, the County of St. Clair is authorized by Public Act 39 of 1976, being MCL 400-571, MSA 5.3439(1) et seq., to submit a millage proposition to the electorate at a regularly scheduled election to levy up to one (1) mill for services to older citizens.

NOW, THEREFORE, BE IT RESOLVED THAT:

1) The St. Clair County Clerk is hereby directed to place before the electorate of the County of St. Clair, at the August 1990 Primary Election, a request to renew the present Senior Citizens millage of five-tenths (0.5) mills for a period of four (4) years, being 1990 through 1993, said millage to be used and disbursed for the sole purpose of providing Senior Citizens Services within the County of St. Clair.

2) The said millage election election is to be set on the date of the August Primary Election, August 7, 1990.

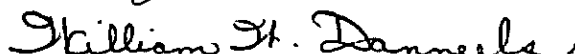
DATED: April 25, 1990

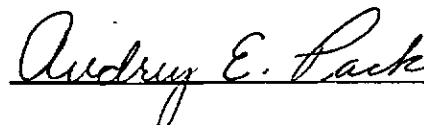
Reviewed and Approved by:



TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060









OFFICE OF COUNTY ADMINISTRATOR/CONTROLLER

County of St. Clair, Michigan

COUNTY BLDG., 201 McMORRAN BLVD., PORT HURON, MI 48060 / (313) 985-2001

DONALD E. DODGE, ChFC — Administrator/Controller

M.E.M.O.

H.S.C./90-14

TO: Donald E. Dodge;
Administrator/Controller

FROM: David W. Hill; *DWH*
Human Services Coordinator

DATE: 3-22-90

RE: COMMISSION ON AGING'S RECOMMENDATION CONCERNING
RENEWAL OF THE SENIOR CITIZENS MILLAGE

The current Senior Citizens Millage expires at the end of this year. Any attempt at renewal must be place on the Primary Election ballot.

The Commission On Aging met yesterday (3-21-90) and have prepared a recommendation for the Board Of Commission. During their deliberations they discussed the amount of millage to request and the language to be included on the ballot. They reviewed, as well, the recommendation made by the Consortium On Aging (composed of Services Providers).

The key features of the Commission's recommendations are:

1. renewal of five-tenths (0.5) mill
2. length of time - four (4) years
3. to be used for providing services

These points represent NO CHANGE in the current millage status.

STAFF RECOMMEDATION:

A resolution must be adopted by the Board Of Commission to place the millage question on the Primary Election ballot.

STAFF COMMENT

We should caution that no change should be made in the language which would indicate, suggest, or imply that funds would be restricted to maintaining existing services.

For your reference we've attached:

1. draft of a resolution to set the millage election
2. STAFF MEMO: H.S.C./90-09 dated 2-26-90
3. ballot language from previous three (3) elections
4. minutes of the Commission On Aging's meeting of 3-21-90

RESOLUTION 90-__

RESOLUTION TO SET THE ELECTION FOR THE
"SENIOR CITIZENS SERVICES" MILLAGE
FOR THE AUGUST PRIMARY ELECTION

WHEREAS; the St. Clair County Board Of Commissioners recognizes the need for continued financing fo Senior Citizens Services; and

WHEREAS: the County Of St. Clair is authorized by Public Act 39 of 1976; being M.C.L. 400.571, M.S.A. 5.3439(1) et seq.; to submit a millage proposition to the electorate at a regularly scheduled election, and to levy up to one (1) mill for services to older citizens;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The St. Clair County Board Of Commissioners hereby directs the St. Clair County Clerk to place before the electorate of the County Of St. Clair; at the August 1990 Primary Election; a request to renew the present Senior Citizens millage of five-tenths (0.5) mill for a period of four (4) years, being 1990 through 1993, said millage to be used and disbursed for the sole purpose of providing Senior Citizens Services within the County Of St. Clair.
2. The said millage election is to be set on the date of the August Primary Election, August 7, 1990.

DATED: _____

M.E.M.O.
H.S.C./90-09

TO: Commission ON Aging Members
FROM: David W. Hill; *DWH*
Human Services Coordinator
DATE: 2-26-90
RE: SENIOR CITIZENS MILLAGE - BALLOT LANGUAGE

The current Senior Citizens Millage expires with the final collections of the 1989 property taxes.

The Commission On Aging should make recommendations to the County Board Of Commission of appropriate language for a renewal of the millage. Such language should include the amount of millage collected, the length of time it should be collected, and any specific language concerning its usage.

For your reference we've attached 'Ballot Language', a paper detailing the three (3) ballots to-date.

The Consortium On Aging (Services Providers) has also discussed the ballot language and recommends the following.

"that the present millage of 0.5 mill be extended for a period of four (4) years, being 1990 through 1993, with the money derived from the millage being used for the sole purpose of providing services for senior citizens in the County Of St. Clair."

STAFF RECOMMENDATIONS:

To renew the present Senior Citizens millage of five-tenths (0.5) mill for a period of four (4) years; and that the millage be used and disbursed for the sole purpose of providing Senior Citizens Services within the County Of St. Clair.

Finally, the Commission On Aging should take an active role in the renewal campaign and plan the involvement accordingly.

BALLOT LANGUAGE

- ITEM #A INITIAL "SPECIAL" ELECTION: 9-11-79
Amount: Four-Tenths (0.4) of a mill
Length: Three (3) years; 1979-1980-1981
Key Language: "to be used for the sole purpose of senior citizens services in the County of St. Clair"
- ITEM #B SECOND ELECTION: 8-3-82 (August Primary)
Amount: Four-Tenths (0.4) of a mill
Length: Four (4) years; 1982-1983-1984-1985
Key Language: "present millage be extended ... and said monies be used for the sole purpose of providing senior citizens services in the County of St. Clair"
- ITEM #C THIRD ELECTION: 8-5-86 (August Primary)
Amount: Five-Tenths (0.5) of a mill
Length: Four (4) years; 1986-1987-1988-1989
Key Language: "the money derived from the millage being used for the sole purpose of providing services for senior citizens in the County of St. Clair"

Compiled by:
D.W. Hill;
Human Resources Coordinator
6-88

#A

INSTRUCTION BALLOT

PROPOSITION IMPOSING ADDITIONAL
MILLAGE FOR SENIOR CITIZENS SERVICES

COUNTY OF ST. CLAIR, MICHIGAN

SEPTEMBER 11, 1979

INSTRUCTIONS—To vote in favor of the proposal make a cross (X) in the square to the right of the word "YES", and to vote against the proposal, make a cross (X) in the square to the right of the word "NO". Before leaving the booth, fold the ballot so that the face of the ballot is not exposed and so that the numbered corner is visible.

X

SHALL ADDITIONAL MILLAGE UP TO FOUR-TENTHS (0.4) OF A MILL PER YEAR BE IMPOSED FOR A PERIOD OF THREE YEARS, BEING 1979 THROUGH 1981, AND SAID MONEYS TO BE USED AND DISBURSED FOR THE SOLE PURPOSE OF SENIOR CITIZENS SERVICES IN THE COUNTY OF ST. CLAIR?

YES

NO

PRINTED BY AUTHORITY OF THE COUNTY ELECTION COMMISSION

OFFICIAL BALLOT

12

TO VOTE IN FAVOR OF THE PROPOSAL PUNCH TO THE RIGHT OF "YES".
TO VOTE AGAINST THE PROPOSAL PUNCH TO THE RIGHT OF "NO".

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ST. CLAIR COUNTY *

#B

**PROPOSITION EXTENDING PRESENT
MILLAGE FOR SENIOR CITIZEN SERVICES**

Shall the present millage of four tenths (0.4) of a mill per year be extended for a period of four years, being 1982 through 1985 and said monies be used for the sole purpose of providing senior citizen services in the County of St. Clair?

YES 99



NO 101



PROPOSALS

~~MILLAGE INCREASE PROPOSITION FOR
HIGHWAY, ROAD AND STREET
PURPOSES~~

~~Shall the limitation of the total amount of taxes which may be assessed against all property in the County of St. Clair, State of Michigan, be increased, as provided by Section 6, Article 9 of the Constitution of Michigan, by one mill on the state equalized valuation, as equalized on all property in the county for each of the years 1983 to 1987, inclusive, for the purposes of providing additional funds for the highway, road and street purposes within the county?~~

YES 107



NO 109



NOTE: You have now completed voting. Place ballot in secrecy envelope.
1. PRECINCT, hand to inspector at ballot box.
2. ABSENT VOTER, return to clerk.

St. Clair County

ROBERT H. CLELAND
CORPORATION COUNSEL FOR THE COUNTY OF ST. CLAIR
COUNTY BUILDING
PORT HURON, MICHIGAN 48060
313-985-2400

June 4, 1986

#c

Marion Sargent, Clerk
St. Clair County
County Building
Port Huron, Mi 48060

Re: Ballot Language Senior Citizens

Dear Marion:

Per your request, below is the recommended ballot language for the senior citizens millage proposal to be placed on the ballot for the August 1986 primary:

PROPOSITION TO IMPOSE A MILLAGE
FOR "SENIOR CITIZEN SERVICES"

* [Shall millage of five-tenths (0.5) of a mill per year be imposed for a period of four years, being 1986 through 1989, with the money derived from the millage being used for the sole purpose of providing services for senior citizens in the County of St. Clair?]

Yes []

No []

If you have any questions, please feel free to contact the undersigned.

Very truly yours,



Terrence P. Houlahan
Chief Corporation Counsel

TPH/wls

ST. CLAIR COUNTY
COMMISSION ON AGING

MINUTES OF THE
MARCH 21, 1990 MEETING

- I. Meeting was called to order by Vice-Chairperson R. Newman at 7:33 P.M.
- II. MEMBERS PRESENT: P. Kean L. Cooper C. Johnson
B. Prevost R. Newman M. Good
- MEMBERS EXCUSED: G. Zimmerman P. Getman
- MEMBERS ABSENT: R. Young
- COUNTY BOARD OF COMMISSIONERS PRESENT: M. Mechtenberg
- STAFF: D. Hill OTHERS: Per Attached Sign-In Sheet
- A. QUORUM WAS PRESENT.
- III. J. Baird; Port Huron Senior Citizens Activity Center; thanked the Commission On Aging for its favorable action at the last meeting concerning the Council On Aging's allocation.
- IV. Motion; C. Johnson/L. Cooper; to approve the minutes of the 2-21-90 meeting as mailed. Motion carried.
- V. A. Motion; C. Johnson/B. Prevost; to postpone the election of Officers until the next meeting. Motion-carried.
- B. Discussion of millage renewal ballot language. Discussion of inserting the wording "maintaining existing services" in the ballot. It was the consensus that this wording would be too restrictive, not enabling new services to be introduced and/or those no longer necessary to be reduced or eliminated.
- Motion; M. Good/L. Cooper; to recommend, to the County Board Of Commission, the language as recommended in the Staff MEMO-H.S.C./90-09 dated 2-26-90. Motion carried.
- The recommendation is as follows:
- "To renew the present Senior Citizens millage of five-tenths (0.5) mill for a period of four (4) years; and that the millage be used and disbursed for the sole purpose of providing Senior Citizens Services within the County Of St. Clair."
- VI. Ms. Nondi Orazi, Director of the Community Care Management Program described its first ten (10) months of activity in St. Clair County. She described a "typical case" including pre-screening, home-assessment, development of a care plan, and the six (6) and twelve (12) week re-assessments. The attached report was distributed.
- VII. D. Hill reviewed the following reports.
1. Final 1989 Senior Citizens Millage Fund
 2. Final 1989 Commission On Aging
 3. Senior Citizens Millage Fund Status
 4. Senior Citizens Millage Fund Status - '90 Projections
 5. Resources Available To St. Clair County Senior Citizens service Providers

- VIII. Scheduled the next meeting of Wednesday, May 23, 1990.
- IX. Motion; M. Good/P. Kean; to adjourn. Motion carried. Meeting was adjourned at 8:50 P.M.

Respectfully Submitted;



David W. Hill;
Human Services Coordinator

RESOLUTION 90-20

APPROVING 1990 COUNTY EQUALIZATION REPORT

WHEREAS, the Constitution of the State of Michigan for 1963 in Section 3 of Article 9 includes a requirement for the legislature to provide for the uniform general ad valorem taxation of real and tangible personal property not exempt by law, and

WHEREAS, the matter of equalization by County is governed by Act 206 of 1893 as amended, being MCLA 211.34, MSA 7.51 et seq.

WHEREAS, the Michigan Legislature enacted a statute describing true cash value and in connection therewith MCLA 211.27, MSA 7.27 reads in part as follows:

"...Notwithstanding any other provision of law, except as hereinafter provided, property shall be assessed at 50% of its true cash value in accordance with Article 9, Section 3 of the Constitution."

and,

WHEREAS, the St. Clair County Board of Commissioners and the St. Clair County Department of Equalization have examined the assessment rolls of the various townships and cities in the County of St. Clair, as required, and have determined that such assessment rolls as examined appear to be relatively unequal, and

WHEREAS, the St. Clair County Department of Equalization has, in accordance with the aforementioned constitutional and statutory provisions, prepared a tabular statement of the assessed and equalized values of 50% of the true cash value of the real and personal property of the various townships and cities in St. Clair County, said statement being labeled Exhibit "A", attached hereto and made a part hereof by reference.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The assessment rolls as presented are hereby approved in the assessed and equalized amounts shown on Exhibit "A".

2. The amounts specified in Exhibit "A" shall be certified by the Chairperson and Clerk of this Board, and that copies be delivered to the respective officials of each township and city of St. Clair County.

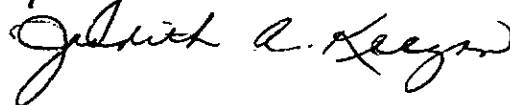
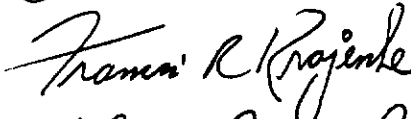
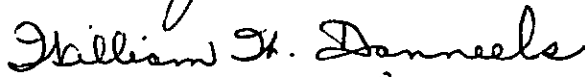
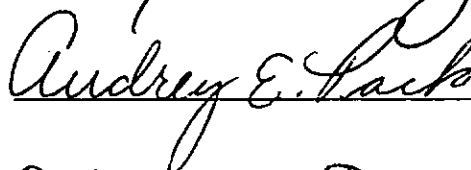
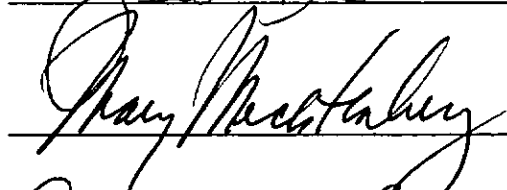
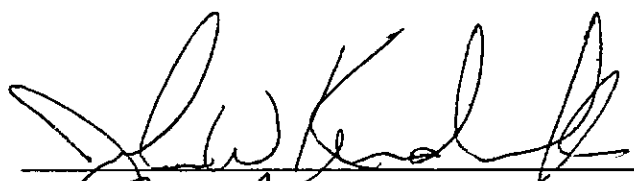
3. All resolutions and parts of resolutions, insofar as the same conflict with the provisions of this resolution be, and the same hereby are rescinded.

DATED: April 25, 1990

Reviewed and Approved by:



TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060



RESOLUTION 90-19

REVISING RESOLUTION 89-04 - - - ADOPTING NEW FEE SCHEDULE
FOR DOG LICENSE FEES AND REMUNERATION FOR ISSUING AND RECORDING
DOG LICENSES

WHEREAS, the Board of Commissioners of St. Clair County pursuant to M.S.A. 12.516 has the authority to prescribe the fees necessary to properly finance the Animal Control Program for the County of St. Clair, Michigan, and

WHEREAS, the current fee schedule has been in effect since April 1, 1989.

NOW, THEREFORE, BE IT RESOLVED, that effective December 1, 1990, the following fee schedule shall be in effect:

ANNUAL LICENSE FEES

	<u>Male and Female Dogs</u>
Prior to March 1st	\$ 10.00
After March 1st	\$ 20.00
Dogs Purchased from Shelter	\$ 10.00

	<u>Sterilized Dogs</u>
Prior to March 1st	\$ 5.00
After March 1st	\$ 20.00
Dogs Purchased from Shelter	\$ 5.00

ANNUAL KENNEL FEES

Private Kennel	\$ 20.00
Commercial & Service Kennels:	
5 to 20 dogs	\$ 30.00
21 to 40 dogs	\$ 40.00
41 or more dogs	\$ 50.00

ANIMAL SHELTER SERVICES AND SALE OF ANIMALS

Entry Fee for personally owned dead animals brought in for disposal	\$ 3.00
Personally owned live animals brought in for extermination	
- Dogs over six months old	\$ 6.00
- Dogs under six months old	\$ 3.00
- Cats	\$ 3.00
Quarantine of personally owned Dogs or cats	\$ 4.00/day
Entry of live Dogs and Cats except as stated above	N/C

USE OF LIVE TRAPS

Use of live traps for a one (1) week period (7 days)	\$ 10.00
For each day thereafter (per day)	\$ 2.00/day

PERSONAL SERVICE CHARGES BY WARDENS

Pickup of healthy dogs	\$ 5.00
Pickup of dead dogs for disposal	\$ 8.00
Pickup and exterminate dogs	\$10.00
Pickup and exterminate dogs (10 weeks old and under)	\$ 2.00 each
Pickup and exterminate cats	\$ 8.00
Pickup and exterminate kittens (10 weeks old and under)	\$ 2.00 each
Pickup licensed or unlicensed stray dogs or cats	N/C
Celiver Traps	\$ 5.00

RECLAIM FEE

First offense	\$10.00 plus \$4.00 per day
Second offense	\$20.00 plus \$6.00 per day
Third offense	\$40.00 plus \$8.00 per day

SALE OF ANIMALS

All dogs	\$ 50.00
----------	----------

All dogs include dog license and \$6.00 towards rabie shot

A refund of \$35.00 will be made on any dog sold, upon proof that said dog has been sterilized and proof thereof has been filed within one (1) year from date of sale for dogs under one (1) year of age, and within thirty (30) days from date of sale for dogs one (1) year of age and over at date of sale.

All cats	\$ 10.00
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REMUNERATION FOR ISSUING AND RECORDING
DOG LICENSES


Payment to Treasurers in St. Clair County, per license issued	\$ 1.00
------------------------------------------------------------------	---------

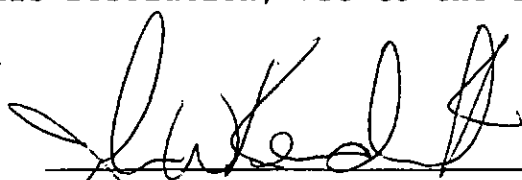


BE IT FURTHER RESOLVED, that this fee schedule shall remain in full force and effect until further action by this Board of Commissioners, and

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with this resolution, are to the extent of the conflict, hereby rescinded.

DATED: April 11, 1990

Reviewed and Approved by:


TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 90-18

ADOPTING AND APPROVING THE EXECUTION OF THE CONSTRUCTION
CONTRACT AT THE COUNTY AIRPORT

WHEREAS, the St. Clair County International Airport has received funding from the Federal Aviation Administration and the Michigan Aeronautics Commission for construction of a Parallel Taxiway to Runway 10/28; MITL and holdline signs for Taxiway C; and

WHEREAS, the Michigan Bureau of Aeronautics has received bids for the above named project; and

WHEREAS, it has been verified by the Michigan Bureau of Aeronautics that John R. Howell was the low bidder for the MITL and Holdline Signs for Taxiway C.

NOW, THEREFORE, BE IT RESOLVED, That the construction contract prepared by the Michigan Aeronautics Commission between the County of St. Clair and John R. Howell has been recommended for approval for the above named project.

BE IT FURTHER RESOLVED, That by a resolution adopted by the Airport Commission on April 3, 1990, the St. Clair County Board of Commissioners grants approval and authorizes the Chairperson to execute the above named construction contract.

DATED: April 11, 1990

Reviewed and Approved by:

William St. Danneels

JNH

TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060

Francis R. Krajick

Audrey E. Pate

#93,050 BID

10.4% less

(7) 225,000 high

AIRPORT COMMISSION
OF THE COUNTY OF ST. CLAIR

ADOPTING AND APPROVING THE EXECUTION OF THE CONSTRUCTION CONTRACT
AT THE COUNTY AIRPORT

WHEREAS, the St. Clair County International Airport has received funding from the Federal Aviation Administration and the Michigan Aeronautics Commission for construction of a Parallel Taxiway to Runway 10/28; MITL and holdline signs for Taxiway C; and

WHEREAS, the Michigan Bureau of Aeronautics has received bids for the above named project; and

WHEREAS, it has been verified by the Michigan Bureau of Aeronautics that John R. Howell was the low bidder for the MITL and Holdline Signs for Taxiway C; and
(ELECTRICAL)

NOW, THEREFORE, BE IT RESOLVED, That the construction contract prepared by the Michigan Aeronautics Commission between the County of St. Clair and John R. Howell be approved for the above named project; and

BE IT FURTHER RESOLVED, That the Airport Commission recommend to the County Board of Commissioners approval and execution of the above construction contract.


AYES: Commissioner McCormick
Commissioner Street

ABSENT: Commissioner Foley

NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a regular meeting of the Airport Commission of the County of St. Clair held on Tuesday, April 3, 1990 at 9:12 a.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, Port Huron, Michigan.



Janet C. Kitamura, Secretary

1384 (9/84)

This information required
by Act 327 of 1945 in
order to establish a contract.

MICHIGAN DEPARTMENT OF TRANSPORTATION

MICHIGAN AERONAUTICS COMMISSION

AIRPORT PROGRAM

CONTRACT

9002-004

FM 77-3-C44 - Job No. 30546 A

Federal Project - 3-26-0080-0489

Federal Item No. AL 411

PROPOSAL JOB CONTROL SECTION FEDERAL PROJECT -01-
 9002004 30546A 77-344 3-26-0080-0489

IN CONSIDERATION WHEREOF, SAID PARTY OF THE FIRST PART AGREES
 TO PAY TO SAID PARTY OF THE SECOND PART FOR ALL WORK DONE, THE
 FOLLOWING UNIT PRICES:

DESCRIPTION	ITEM CODE	QUANTITY	UNIT PRICE
PART 01			
RUNWAY APPROACH SURFACE MARKER	1000525	8.00 EACH	100.0000
RUNWAY CENTERLINE MONUMENT	1000530	2.00 EACH	100.0000
BARE COUNTERPOISE WIRE, #8 STRANDED, INSTALLED	1087533	7300.00 L FT	.4000
UNDERGROUND CABLE, 1/C, #8, 600V, L824, TYPE C, INSTALLED	1087577	700.00 L FT	.4500
UNDERGROUND CABLE, 1/C, #8, 5KV L824, TYPE C, INSTALLED	1087592	13300.00 L FT	.4500
GALVANIZED STEEL CONDUIT, 2", BORED OR JACKED	1100529	260.00 L FT	25.0000
MEDIUM INTENS. EDGE LIGHT, L861, (MIRL/MITL), 22" HIGH, 6.6A, BASE MOUNT, COMPLETE EXCEPT LENS & LAMP	1250581	136.00 EACH	385.0000
LENS & LAMP FOR MIRL, TYPE L861, 360 CLEAR COLOR	1250600	2.00 EACH	20.0000
LENS & LAMP FOR MITL, TYPE L861T, 360 BLUE COLOR	1250630	134.00 EACH	20.0000
RELOCATE EXISTING MEDIUM INTENSITY STAKE MOUNTED LIGHT	1250640	2.00 EACH	150.0000
REMOVE EXISTING MEDIUM INTENSITY STAKE MOUNTED LIGHT	1250642	12.00 EACH	50.0000
TAXIWAY GUIDANCE SIGN, BASE MOUNTED L858R OR Y, SIZE 1, STYLE 2, CLASS 2, 2 SIDED, 4 OR 5 CHARACTERS	1257662	2.00 EACH	1300.0000
MOBILIZATION AND GENERAL CONDITIONS SAFETY AND SECURITY	1000400	1.00 LSUM	8600.0000
FURNISH & INSTALL SPECIFIED ELECTRICAL VAULT EQUIPMENT	1000410	1.00 LSUM	1000.0000
TAXIWAY GUIDANCE SIGN, BASE MOUNTED L858R OR Y, SIZE 1, STYLE 2, CLASS 2, 2 SIDED, 1 OR 2 CHARACTERS	1090530	1.00 LSUM	7000.0000
INSTALL NEW PANEL ON EXISTING GUIDANCE SIGN	1257663	1.00 EACH	950.0000
	1257664	1.00 EACH	200.0000

THIS AGREEMENT, Made this _____ day of _____
A.D. 19_____, by and between the _____ County of St. Clair _____, party of the first
part, and John R. Howell Individual _____
9200 Bridge Hwy.
of _____ Dimondale, MI 48821 _____, party of the second part.

WITNESSETH, That the party of the second part, for and in consideration of the payment or payments hereinafter specified, hereby agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as herein otherwise specified, and to complete, in strict accordance with the plans, specifications and proposal therefor, and to the satisfaction of the said party of the first part, the work described herein, it being understood and agreed that said plans, specifications and proposal are to be considered as a part hereof.

DESCRIPTION OF PROJECT

Proposed construction at the _____ St.-Clair County International _____ AIRPORT
located in _____ St. Clair _____ COUNTY, MICHIGAN, said construction work being Contract Number
FM 77-3-C44-30546 A

TYPE OF WORK: Medium Intensity Taxiway Lighting (MITL) and Holdline Signs
for Taxiway C.

DESCRIPTION: At the St. Clair County International Airport,
Port Huron, MI

Said party of the first part further agrees to pay the said party of the second part for such extra work as may be ordered by the party of the first part or his authorized representative, prices for which are not included in the above items, the price or on the basis agreed upon before such extra work is begun.

It is further understood and agreed that time is of the essence of this contract, and that the work shall be so conducted and supervised by the party of the second part as to insure its completion in accordance with the following schedule, each item of work to be completed on or before the date named thereafter:

Start work within ten (10) days of the date specified in the written notice to proceed.

The entire contract shall be completed in ~~by~~ fifty (50) calendar days.

Liquidated damages will be assessed at the rate of \$ 400.00 per calendar day for failure complete the contract within the specified time limits.

Appendix A hereto attached shall be a part of this contract.

Addendum A hereto attached shall be a part of this contract.

Neither the contractor nor his subcontractors shall discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his age, except where based on a bona fide occupational qualification, or his race, color, religion, national origin, or ancestry; and they will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this contract. The parties further covenant that they will comply with the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this contract.

IN WITNESS WHEREOF, The parties hereto have set their hands the day and year first above written.

WITNESSES:

county of St. Clair

By _____

CONTRACTOR

John R. Howell, Individual

Alton Marback, Thee

By *John R. Howell*
John R. Howell, owner

Location St Clair Airport
Project No. 3-26-6080-0489
Contract No. FM 77-3-C44

Date 2/26/90

**CERTIFICATION OF NONSEGREGATED FACILITIES
BY PRIME CONTRACTOR**

The John R Howell Contractor certifies that he does not maintain or

provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The John R Howell Contractor

certifies further that he will not maintain or provide for his employees segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The John R Howell Contractor

agrees that a breach of this certification is a violation of the equal opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or any other reason. The John R Howell Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in their files.

Witness:
Bebra Najack Dale

John R Howell
Contractor
9200 Bridge Hwy
Dimontale, MI 48821
Business Address

By John R Howell Owner
Signature Title

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract, the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinbefore set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following; employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individuals ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contact or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and, or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission* finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and, or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

*The Civil Rights Commission referred to is the Michigan Civil Rights Commission.

LETTING OF FEBRUARY 14, 1990

ADDENDUM "A"

ITEM NO.	PROJECT	FED NO.
9002 001	FM 53-1-C19 - 29945 A	3-26-0057-0188
" 9002 002	" FM 53-1-C20 - 27481 A	" 3-26-0057-0188
" 9002 003	" FM 77-3-C42 - 30545 A	" 3-26-0080-0489
" 9002 004	" FM 77-3-C44 - 30546 A	" 3-26-0080-0489
" 9002 005	" EDA 31522 - 29357 A	
" 9002 006	" EDA 77522 - 30290 A	
" 9002 007	" M 23092 - 30211 A	
" 9002 008	" M 77111 - 28222 A	
" 9002 009	" AFRR 60998 - 27859 A	" ACFR 32-3(306)
	EDDF 60555 - 30120 A	SR 6056(201)
" 9002 010	" M 08052 - 28146 A	
" 9002 011	" M 63111 - 28361 A	
" 9002 012	" IR 11016 - 26752 A	" IR 94-2(114)27
" 9002 013	" CSR 41-95 - 29887 A	" SR 4195(201)
" 9002 014	" EBA 38522 - 30608 A	
" 9002 015	" M 11011 - 26714 A	
	MS 11021 - 26877 A	
" 9002 016	" IR 82022 - 29186 A	" IR 94-5(303)203
" 9002 017	" EDC 25544 - 30609 A	
" 9002 018	" MUR 35465 - 30228 A	" MR 2065(005)
" 9002 019	" BRO 32028 - 30522 A	" BRO 32(126)
" 9002 020	" BRM 33060 - 24579 A	" BRM 2003(078)
" 9002 021	" BRO 73012 - 29196 A	" BRO 73(122)
" 9002 022	" BRS 46070 - 30524 A	" BRS 4608(202)
" 9002 023	" BRO 79010 - 30527 A	" BRO 79(127)
	BRO 79010 - 20528 A	BRO 79(128)

Prospective bidders are hereby advised that the bid deposit required for bidding the above listed projects is REVISED to include the use of **BID BONDS**. Therefore, the language on the Cover Sheet (Page III) of the proposal will read as follows:

"The undersigned encloses a Bid or Proposal Bond in the form prescribed by the Michigan Department of Transportation, a certified or cashier's check or Bank Money Order as a Bid Deposit in the amount of not less than _____."

The dollar amount of the bid deposit will be as is listed for each individual project.

James P. Pitz, Director
Michigan Department of Transportation

Lansing, Michigan
nkh
1/22/90

SPECIAL PROVISIONS TAXES

The Contractor shall include and be deemed to have included in his bid and contract price all Michigan Sales and Use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the bid date.

GENERAL REQUIREMENT FOR RECIPIENTS

Excerpts from USDOT Regulation 49 CFR, Part 23, Section 23.43

A. Policy

It is the policy of the Department that MBE as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this contract.

B. MBE Obligation

The recipient or its contractor agrees to ensure that MBE as defined in 49 CFR, Part 23, has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that MBE has maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of departmentally-assisted contracts.

"The recipient shall advise each subrecipient, contractor, or subcontractor that failure to carry out the requirements set forth in Paragraph 23.43(a) shall constitute a breach of contract and, after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate."

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF AERONAUTICS-AIRPORT PROGRAM

FEDERAL REQUIREMENTS

This is a Standard Supplemental Provision for all Federally assisted construction contracts and is also Appendix "B" to all tiers of subcontracts, as applicable.

INFORMATION FOR CONTRACTORS, CONTRACT CLAUSES & REQUIREMENTS

GENERAL

The following clauses and requirements included herewith are applicable to federally assisted construction contracts and are made a part thereof:

- I. **General and Labor Clauses for All Construction Contracts and Subcontractors.**
- II. **Labor Contract Clauses for Construction Contracts in Excess of \$2,000.**
- III. **Provisions Concerning Equal Employment Opportunity and Nonsegregated Facilities (41 CFR 60) for Construction Contracts in Excess of \$10,000.**
- IV. **Miscellaneous Clause Requirements for All Construction Contracts and Subcontracts Unless Otherwise Indicated.**
- V. **Minority Business Enterprise.**
- VI. **Clean Air and Water Pollution Control Requirements for All Construction Contracts and Subcontracts Exceeding \$100,000.**

Federally-assisted contracts may be recognized by the prefix "FM" to the contract or proposal number.

Wherever reference is made to an Airport Improvement Program (AIP) project number or sponsor's name within the various paragraphs of Provisions I and II, the AIP project number or name of the Sponsor is as listed in the proposal forms.

WAGE RATES

The minimum wage rates referred to in Requirement II and attached to the contract documents are the most current on file at the Michigan Department of Transportation. Wage rate determinations, including all modifications issued by the Department of Labor for the location of the contract work, and their publication in the Federal Register is dated prior to ten (10) days preceding the date of bid opening, WILL apply to the contract. New wage rate decisions and modifications will be forwarded to bidders as soon as received by the Department. The Contractor, however, will be required to comply with applicable new or modified wage rates, even though he may not be furnished them prior to the bid opening.

EEO COMPLIANCE REVIEWS

Post-Award Compliance Review

Contracts and subcontracts of \$10,000 or more will be subject to a post-award compliance review by the Office of Federal Contract Compliance Programs.

The post-award compliance review will include a comprehensive review of the employment policies and practices of the Contractor(s)/Subcontractor(s), with special attention to those relating to recruitment, placement, promotion, and other areas of potential discrimination. The post-award compliance review will be conducted as soon as practicable after award of the contract/subcontracts.

I. GENERAL AND LABOR CLAUSES FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS.

A. Airport Improvement Program Project.

The work in this contract is included in Airport Improvement Program Project Number which is being undertaken and accomplished by the Sponsor in accordance with the terms and conditions of a grant agreement between the Sponsor and the United States, under the Airport and Airway Improvement Act of 1982, as amended, and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs of the project that are determined to be allowable project costs under that Act. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

B. Consent to Assignment. The Contractor shall obtain the prior written consent of the Sponsor to any proposed assignment of any interest in or part of this contract.

C. Convict Labor. No convict labor may be employed under this contract.

D. Veterans Preference. In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

E. Withholding: Sponsor from Contractor. Whether or not payments or advances to the Sponsor are withheld or suspended by the Federal Aviation Administration the Sponsor may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any Subcontractor on the work the full amount of wages required by this contract.

F. Nonpayment of Wages. If the Contractor or Subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract the Sponsor may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

G. FAA Inspection and Review. The Contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

H. Subcontracts. The Contractor shall insert in each of his subcontracts the provisions contained in paragraphs (A), (C), (D), (E), (F), (G), and also a clause requiring the Subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

I. Contract Termination. A breach of paragraphs (F), (G), and (H) of this section, may be grounds for termination of the contract.

II. LABOR CONTRACT CLAUSES FOR CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000.

A. Minimum Wages.

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the

Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of subparagraph A(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph (D) of this clause. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraphs (2)(a) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

2a. The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

ii. The classification is utilized in the area by the construction industry; and

iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates

contained in the wage determination.

b. If the Contractor, laborers, and mechanics to be employed in the classification (if known), or their representatives, and Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will advise the Contracting Officer within 30 days of receipt of approval, modification, or disapproval of every additional classification or will notify the Contracting Officer within the 30-day period that additional time is necessary. (Approved by the Office of Management & Budget under OMB Control No. 1215-0140.)

c. In the event the Contractor, or the laborers or mechanics to be employed in the classification, or their representatives, do not agree with the Contracting Officer on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and will so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary. (Approved by the Office of Management & Budget under OMB Control No. 1215-0140.)

d. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs 2(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit

which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

4. If the Contractor does not make payment to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management & Budget under OMB Control No. 1215-0140.)

B. Withholding. The Federal Aviation Administration shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and Basic Records.

1. Payrolls and basic records, relating thereto shall be maintained by the Contractor during the course of the work and

preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work.

Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under paragraph A(2)(b) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management & Budget under OMB Control 1215-0140 and 1215-0017.)

2a. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph c(1) above. This information may be submitted in any form desired. Optional Form

WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. (Approved by the Office of Management & Budget and under OMB control number 1215-0149.)

b. Each payroll submitted shall be accompanied by a "Statement of Compliance" and shall be signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

I. That the payroll for the payroll period contains the information required to be maintained under paragraph C(1) above and that such information is correct and complete;

II. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

III. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph c.(2)(b) of this section.

d. The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of

Title 18 and Section 231 of Title 31 of the United States Code.

3. The Contractor or Subcontractor shall make the records required under paragraph (C)(1) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, Federal Aviation Administration, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

D. Apprentices and/or Trainees.

1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the Journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the Journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to Journeyman on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the Journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding Journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. Equal Employment Opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

E. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

F. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in paragraphs (A) through (J) in Section 11 and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for

the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in 29 CFR 5.5.

G. General Termination: Debarment.

A breach of the contract clauses in paragraphs (A) through (J) and J(4) through (8) in Section II may be grounds for termination of the contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

H. Compliance with Davis-Bacon and Related Act Requirements. All

rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

I. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Contracting Agency, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of Eligibility.

1. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Overtime Requirements. No Contractor or Subcontractor contracting for any

part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

5. Violation: Liability for Unpaid Wages; Liquidated Damages. In the event any violation of the clause set forth in paragraph 4 above, the Contractor or any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4 above.

6. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the Sponsor shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (5) above.

7. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph J(4) through (7) and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs J(4) through (7).

8. Working Conditions. No Contractor or Subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

III. PROVISIONS CONCERNING EQUAL EMPLOYMENT OPPORTUNITY AND NONSEGREGATED FACILITIES (41CFR60)

SECTION A. Equal Employment Opportunity Clause for all Contracts and Subcontracts Exceeding \$10,000.

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees

placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice (to be provided) advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION B. Nonsegregated Facilities

NOTICE TO PROSPECTIVE FEDERALLY-ASSISTED CONSTRUCTION CONTRACTORS.

1. A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.

2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO PROSPECTIVE FEDERALLY-ASSISTED CONSTRUCTION SUBCONTRACTORS.

1. A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the equal opportunity clause.

2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt

from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SECTION C. Certification of Nonsegregated Facilities (Contractors/Subcontractors).

The (federally-assisted construction Contractor) certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The (federally-assisted construction Contractor) certifies further that he will not maintain or provide for his employees segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The (federally-assisted construction Contractor) agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term, "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or any other reason. The (federally-assisted construction Contractor) agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and

that he will retain certifications in his files.

SECTION D. Certifications of Nonsegregated Facilities By Sponsors Of Federal Assistance Who Are Themselves Performing Construction Contracts.

The Sponsor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It further certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Sponsor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. It further agrees that it will obtain identical certifications from proposed contractors prior to the award of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed contractors:

NOTICE TO PROSPECTIVE CONTRACTS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the

Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in U.S.C. 1001.

SECTION E. Notice of Affirmative Action Program Requirements (14 CFR Part 152, Subpart E).

The Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

1. Contractors and first tier Subcontractors having 50 or more employees and who may be awarded a contract or subcontract for \$50,000 or more will, within 120 days from contract commencement, be required to develop a written affirmative action compliance program for each of its establishments.

2. Within 30 days after award of such contract, the Contractor shall file a compliance report (Standard Form 100) if the Contractor has not submitted a complete compliance report within 12 months preceding the date of award.

3. The Contractor shall require the Subcontractor on any first tier subcontracts, irrespective of dollar amount, to file a compliance report (Standard Form 100) within 30 days after award of subcontract if the following three conditions apply:

a. Subcontractor has 50 or more employees, and

b. Subcontractor has not submitted a complete Standard Form 100 within 12 months

preceding the date of award, and

c. Subcontractor is not a state or local government.

A Standard Form 100 will be furnished upon request. The Standard Form 100 is normally furnished Contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, it may be obtained by writing to the following address: Joint Reporting Committee, 1800 G Street, Washington, D.C. 20506.

SECTION F. Affirmative Action
Requirements and Standard EEO Contract
Specifications which apply to all
Contracts and Subcontracts in excess of
\$10,000.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED).

1. The bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specification" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE

Geographical Area	Goals (Percent)
Statewide	6.9

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE

Geographical Area (By Counties)	Goals (Percent)
Lapeer, Livingston, Macomb, Oakland, St. Clair, Wayne	17.7
Sanilac	16.7

Saginaw	14.3
Genesee, Shiawassee	12.6
Muskegon, Oceana	9.7
Monroe	8.8
Washtenaw	8.5
Lenawee	7.3
Barry, Calhoun	7.2
Berrien, Cass, St. Joseph	6.2
Kalamazoo, VanBuren	5.9
Clinton, Eaton, Ingham, Ionia	5.5
Branch, Hillsdale	5.5
Alcona, Alpena, Arenac, Cheboygan, Chippewa, Clare, Crawford, Gladwin, Gratiot, Huron, Iosco, Isabella, Luce, Mackinac, Midland, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Tuscola	5.2
Kent, Ottawa	5.2
Jackson	5.1
Allegan, Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Newaygo, Osceola, Wexford	4.9
Bay	2.2
Gogebic, Ontonagon	1.2
Alger, Baraga, Delta, Dickinson, Houghton, Iron, Keweenaw, Marquette, Menominee, Schoolcraft	1.0

Timetable: UNTIL FURTHER NOTICE

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical

area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

CONTRACTOR SHALL COMPLY

3. The Contractor shall provide written notifications to the

Michigan Department of Transportation
Contracts Office
P.O. Box 3000
Lansing, Michigan 48909

and the

U.S. Department of Labor
ESA/OFCOP
477 Michigan Avenue, Room 611
Detroit, Michigan 48226

within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and

telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

NOTE: Notification to the OFCCP is required only for those projects located in the Counties of Macomb, Oakland and Wayne.

Form CC257, required by OFCCP, is available from the OFCCP Director.

For counties not listed above, it is not necessary to report on this project. However, the information should be maintained as it may be required at a later date.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the geographical area (state, county, and city) where the contract is being performed.

**STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY CONSTRUCTION CONTRACT
SPECIFICATIONS (EXECUTIVE ORDER 11246, AS
AMENDED).**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(II) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(III) Asian and Pacific Islanders (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and time tables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs (7)(a) through (7)(p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress towards its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women, shall excuse the Contractor's obligations under these specifications, Executive Order 11246, as amended, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort

to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foreman, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to *minority or female individuals working at such sites or in such facilities.*

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (7)(b) above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including a specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and

community organizations, schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classification, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7)(a) through (p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7)(a) through (p) of these specifications, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunities and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

10. The Contractor shall not use the goals and time tables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, as least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application

of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

IV. MISCELLANEOUS CLAUSE REQUIREMENTS FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS UNLESS OTHERWISE INDICATED

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

A. Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21), as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Contractor shall provide all information and

reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor, State, or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it, the State, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
2. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take action with respect to any subcontract or procurement as the Sponsor, the State, or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

G. Breach of Contract Terms - Sanctions.

Contracts/Subcontracts shall contain such contractual provision or conditions which will allow for administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. A sample clause is:

"Any violation or breach of the terms of this contract on the part of Contractor/Subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of parties of this agreement."

H. Contract Termination (For Contracts In Excess of \$10,000). This contract may be terminated by the grantee for default or any other conditions or circumstances beyond the control of the Contractor. Termination conditions, the manner by which it will be affected, and the basis for settlement are included in the General Provisions for Construction of Airports.

I. Rights to Inventions - Materials (For Contracts or Agreements Involving Imported Products, Processes, Methods, etc.). All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the recipient of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor.

V. MINORITY BUSINESS ENTERPRISE.

It is the policy of the Michigan and Federal Departments of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the Minority Business Enterprise Requirements of 49 CFR Part 23 apply to this contract.

The Contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and

subcontracts financed in whole or in part with federal funds provided under this contract. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors and their Subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.

**VI. CLEAN AIR AND WATER POLLUTION CONTROL
REQUIREMENTS FOR ALL CONSTRUCTION
CONTRACTS AND SUBCONTRACTS EXCEEDING
\$100,000.**

Contractors and Subcontractors Agree:

A. That any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.

B. To comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations issued thereunder.

C. That as a condition for award of a contract they will notify the Awarding Official of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities.

D. To include or cause to be included in any contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

9002-004

FEDERAL WAGE RATES

NAME OF AIRPORT St. Clair County International Airport

LOCATION Port Huron, Michigan COUNTY St. Clair

PROJECT NO. 3-26-0080-0489 CONTRACT NO. FM 77-3-C44

DESCRIPTION OF CONTRACT Medium Intensity Taxiway Lighting (MITL)
and Holdline Signs for Taxiway C

AIRPORT CONSTRUCTION

BUILDING CONSTRUCTION

MICHIGAN WAGE DECISION NO(S). MI89-7, DATED 1/6/89

MODIFICATIONS TO WAGE DECISION(S) (if any):

MOD. NO.	DATE	MOD. NO.	DATE
1	4/14/89		
2	5/19/89		
3	7/21/89		
4	10/20/89		



GENERAL WAGE DECISION NO. MI89-7

Supersedes General Wage Decision No. MI88-7

State: MICHIGAN

County(ies): STATEWIDE

Construction Type: AIRPORT, BRIDGE, HIGHWAY AND SEWER.

Construction Description: AIRPORT, BRIDGE, HIGHWAY, AND SEWER CONSTRUCTION (Exclusive of Buildings) (does not include TV/Grout work).

Modification Record:

No.	Publication Date	Page No. (s)
1	Apr. 14, 1989	500-520
2	May 19, 1989	512
3	July 21, 1989	500
4	Oct. 20, 1989	511, 512



MI89-7

	BASIC HOURLY RATES	FRINGE BENEFITS
CARPENTERS	16.66	3.00
CEMENT MASONS: (Cement Masonry related to Highway, Road and Street Construction):		
General contracts over \$400,000:		
Area 1	17.94	2.62
Area 2	17.16	2.62
General contracts \$400,000 or less:		
Area 1	16.10	2.62
Area 2	13.63	2.62
General contracts \$50,000 or less:		
Area 1	16.10	2.62
Area 2	12.63	2.62
IRONWORKERS; STRUCTURAL & REINFORCING:		
AREA 1:		
General Contracts \$7 million or greater	17.17	5.90
General Contracts less than \$7 million	15.90	5.90
AREA 2:		
Machinery movers, riggers and machinery erectors	15.50	4.06
AREA 3	14.55	6.46
AREA 4:		
All work pertaining to metal fence and guard- rails and all it's accessories and related components on highway and airport	15.91	4.14
All other work	20.63	4.14
AREA 5:		
Machinery movers, riggers and machinery erectors	18.17	8.33
Ornamental & Structural	17.87	9.20
Reinforcing	14.68	11.23+ .64%
LINE CONSTRUCTION:		
AREA 1:		
Line worker; Technician	19.33	2.20 + 13.5%
Cable Splicer	20.14	2.20 + 13.5%
Combination Equipment Operator and Groundman	15.53	2.20 + 13.5%
Combination Driver - Ground Groundman	14.63	2.20 + 13.5%
Groundman	13.49	2.20 + 13.5%
AREA 2:		
Lineworker; Technician	16.60	1.25+ 8.5%+ A
Cable Splicer	17.28	1.25+ 8.5%+ A
Combination Digger Operator or Tractor Operator	12.93	1.25+ 8.5%+ A
Light Equipment Operator, Groundman Distribution Line Truck Driver/ Operator, Groundman	11.35	1.25+ 8.5%+ A
Combination Winch Truck Driver/ Groundman	10.82	1.25+ 8.5%+ A
Combination Truck Driver/Groundman	9.16	1.25+ 8.5%+ A

U.S. Department of Labor



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*PAINTERS:

*AREA 1:

Group 1	12.95	1.97
Group 2	13.20	1.97
Group 3	13.45	1.97
Group 4	13.95	1.97
*Group 5	17.05	3.80
Group 6	14.45	1.97
Group 7	15.75	1.97

AREA 2:

Brush, pan roller, taping and sign	14.19	2.25
Spray, sand blasting and swing stage	15.39	2.25
Steeplejack	15.04	2.25
Mechanical roller	14.89	2.25
Vinyl hanger	14.39	2.25

AREA 3:

Brush and roller	13.50	
Structural steel-brush; mechanical pressure roller; paperhanging; sign and pictorial; drywall	14.00	
Spray; sand blasting; hydroblast, steam clean, power grinders and tools	14.50	
Painting and sand blasting inside tanks and vessels and penstocks and tubes; steeplejack	15.50	
Commercial repaint:		
Brush	9.25	
Spray	9.75	

AREA 4

	16.26	2.72
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AREA 5:

Brush	17.05	5.305
Spray	17.85	5.305

AREA 6:

Brush and roller	14.50	2.96
Paper and vinyl hangers; Sand-blasting, steam cleaning & acid cleaning, swing stage, boatswain chair, window jacks, brush & preparatory work above 30 ft. in height (additional 10 cents per hour for each additional 15 ft.	14.80	2.96
Pressure roller	15.30	2.96
Spray gun work and spray helpers, pick pullers; Hazardous work: steeple jack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power-line towers and bridges	15.00	2.96
Application of paint by mitt	15.30	2.96

AREA 7:

New construction:

Brush, roller, mitts, drywall taping	14.18	3.01
Wall covering	14.48	3.01



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Spray, sandblast, swing stage, boatswain chair, spider; elevated water towers, radio towers, power line towers, steeples, smoke stacks, bridges over water or moving traffic and tanks over 40 ft.	14.93	3.01
Hazardous work	15.18	3.01
Repaint work:		
Brush, roller, mitts, drywall taping	12.76	3.01
Wall covering	13.06	3.01
Spray, sandblast, swing stage, boatswain chair, spider; elevated water towers, radio towers, power line towers, steeples, smoke stacks, bridges over water or moving traffic and tanks over 40 ft.	13.51	3.01
Hazardous work	13.76	3.01
AREA 8:		
Brush	15.65	2.81
Spray	16.55	2.81
AREA 9:		
Brush; Roller	14.01	
Sandblasting; Steamcleaning; Water-blasting; Spray	14.75	
FLAG & SIGNAL PERSON	7.22	
LABORERS: AIRPORT, BRIDGE, & HIGHWAY CONSTRUCTION:		
Pavement Markers:		
Area 1:		
Group 1	12.84	2.64
Group 2	9.82	2.64
Area 2:		
Group 1	11.94	2.64
Group 2	8.94	2.64
*LABORERS: AIRPORT, BRIDGE, & HIGHWAY CONSTRUCTION:		
General Contracts over \$400,000:		
*AREA 1:		
Class A	15.42	3.14
Class B	15.12	3.14
Class B-1	14.91	3.14
Class B-2	14.65	3.14
Class C	14.83	3.14
Class D	14.65	3.14
Class E	14.55	3.14
Class F	14.52	3.14
*AREA 2:		
Class A	14.51	3.14
Class B	14.17	3.14
Class B-1	14.30	3.14
Class B-2	14.04	3.14
Class C	13.95	3.14
Class D	13.95	3.14



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Class E	13.65	3.14
Class F	13.51	3.14
*AREA 2A:		
Class A	13.97	3.14
Class B	13.66	3.14
Class B-1	13.75	3.14
Class B-2	13.50	3.14
Class C	13.40	3.14
Class D	13.19	3.14
Class E	13.10	3.14
Class F	13.14	3.14
*AREA 3:		
Class A	13.81	3.14
Class B	13.38	3.14
Class B-1	13.76	3.14
Class B-2	13.53	3.14
Class C	13.32	3.14
Class D	13.03	3.14
Class E	12.89	3.14
Class F	12.82	3.14
AREA 3A:		
Class A	13.61	3.14
Class B	13.18	3.14
Class B-1	13.58	3.14
Class B-2	13.32	3.14
Class C	10.26	3.14
Class D	10.04	3.14
Class E	9.93	3.14
Class F	9.86	3.14
*AREA 4:		
Class A	13.81	3.14
Class B	13.38	3.14
Class B-1	13.76	3.14
Class B-2	13.53	3.14
Class C	11.32	3.14
Class D	11.03	3.14
Class E	10.89	3.14
Class F	10.82	3.14
General Contracts \$400,000 and less, but greater than \$50,000:		
*AREA 1:		
Class A	13.77	3.14
Class B	13.50	3.14
Class B-1	13.31	3.14
Class B-2	13.07	3.14
Class C	13.24	3.14
Class D	13.07	3.14
Class E	12.98	3.14
Class F	12.96	3.14



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*AREA 2:		
Class A	11.39	3.14
Class B	11.12	3.14
Class B-1	11.22	3.14
Class B-2	11.01	3.14
Class C	10.94	3.14
Class D	10.75	3.14
Class E	10.70	3.14
Class F	10.59	3.14
*AREA 2A:		
Class A	10.96	3.14
Class B	10.71	3.14
Class B-1	10.78	3.14
Class B-2	10.58	3.14
Class C	10.50	3.14
Class D	10.33	3.14
Class E	10.26	3.14
Class F	10.17	3.14
*AREA 3:		
Class A	10.83	3.14
Class B	10.48	3.14
Class B-1	10.79	3.14
Class B-2	10.60	3.14
Class C	10.44	3.14
Class D	10.20	3.14
Class E	10.09	3.14
Class F	10.04	3.14
*AREA 3A:		
Class A	10.67	3.14
Class B	10.32	3.14
Class B-1	10.64	3.14
Class B-2	10.44	3.14
Class C	10.26	3.14
Class D	10.04	3.14
Class E	9.93	3.14
Class F	9.86	3.14
*AREA 4:		
Class A	11.81	3.14
Class B	11.38	3.14
Class B-1	11.76	3.14
Class B-2	11.53	3.14
Class C	11.32	3.14
Class D	11.03	3.14
Class E	10.89	3.14
Class F	10.82	3.14
General Contracts \$50,000 and less:		
*AREA 1:		
Class A	13.77	3.14
Class B	13.56	3.14
Class B-1	13.31	3.14



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Class B-2	13.07	3.14
Class C	13.24	3.14
Class D	13.07	3.14
Class E	12.98	3.14
Class F	12.96	3.14
*AREA 2:		
Class A	10.39	3.14
Class B	10.12	3.14
Class B-1	10.22	3.14
Class B-2	10.01	3.14
Class C	9.94	3.14
Class D	9.75	3.14
Class E	9.70	3.14
Class F	9.59	3.14
*AREA 2A:		
Class A	9.96	3.14
Class B	9.71	3.14
Class B-1	9.78	3.14
Class B-2	9.58	3.14
Class C	9.50	3.14
Class D	9.33	3.14
Class E	9.26	3.14
Class F	9.17	3.14
*AREA 3:		
Class A	9.83	3.14
Class B	9.48	3.14
Class B-1	9.79	3.14
Class B-2	9.60	3.14
Class C	9.44	3.14
Class D	9.20	3.14
Class E	9.09	3.14
Class F	9.04	3.14
*AREA 3A:		
Class A	9.67	3.14
Class B	9.32	3.14
Class B-1	9.64	3.14
Class B-2	9.44	3.14
Class C	9.26	3.14
Class D	9.04	3.14
Class E	9.93	3.14
Class F	9.86	3.14
*AREA 4:		
Class A	11.81	3.14
Class B	11.38	3.14
Class B-1	11.76	3.14
Class B-2	11.53	3.14
Class C	11.32	3.14
Class D	11.03	3.14
Class E	10.89	3.14
Class F	10.82	3.14

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LANDSCAPE LABORERS - HIGHWAY CONSTRUCTION
ORNAMENTAL PROJECTS ONLY (for sodding and
seeding. See Class F Laborer - Misc.,
Unskilled Labor)

AREA 1:		
Class A	9.25	I
Class B	7.17	I
AREA 2:		
Class A	8.83	I
Class B	6.75	I

*LABORERS: TUNNEL, SHAFT & CAISSON
CONSTRUCTION:

General contracts over \$400,000:

*Zone 1:		
Class 1	14.12	4.84
Class 2	14.21	4.84
Class 3	14.27	4.84
Class 4	14.45	4.84
Class 5	14.69	4.84
Class 6	14.99	4.84
*Zone 2:		
Class 1	14.15	3.74
Class 2	14.21	3.74

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Class 3	14.29	3.74
Class 4	14.45	3.74
Class 5	14.69	3.74
Class 6	14.98	3.74
*Zone 3:		
Class 1	14.62	3.19
Class 2	14.71	3.19
Class 3	14.79	3.19
Class 4	14.95	3.19
Class 5	15.19	3.19
Class 6	15.48	3.19
General contracts \$400,000 or less:		
*Zone 1:		
Class 1	12.87	4.84
Class 2	12.96	4.84
Class 3	13.02	4.84
Class 4	13.20	4.84
Class 5	13.44	4.84
Class 6	13.74	4.84
*Zone 2:		
Class 1	12.15	3.74
Class 2	12.21	3.74
Class 3	12.29	3.74
Class 4	12.45	3.74
Class 5	12.29	3.74
Class 6	12.98	3.74
*Zone 3:		
Class 1	12.62	3.19
Class 2	12.71	3.19
Class 3	12.79	3.19
Class 4	12.95	3.19
Class 5	13.19	3.19
Class 6	13.48	3.19
POWER EQUIPMENT OPERATORS:		
AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION:		
ZONE 1:		
General contracts over \$400,000:		
CLASS 1	14.71	13%+ 5.00
CLASS 2	13.78	13%+ 5.00
CLASS 3	13.54	13%+ 5.00
CLASS 4	13.20	13%+ 5.00
General contracts \$400,000 or less:		
CLASS 1	13.82	13%+ 5.00
CLASS 2	12.89	13%+ 5.00
CLASS 3	12.45	13%+ 5.00
CLASS 4	12.32	13%+ 5.00
ZONE 2:		
General contracts over \$400,000		
CLASS 1	14.71	13%+ 5.00
CLASS 2	13.66	13%+ 5.00
CLASS 3	13.22	13%+ 5.00
CLASS 4	12.97	13%+ 5.00
General contracts \$400,000 or less		
CLASS 1	13.38	13%+ 5.00
CLASS 2	12.34	13%+ 5.00

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CLASS 3	11.89	13%+	5.00
CLASS 4	11.65	13%+	5.00
General contracts of \$50,000 or less:			
Group 1	12.50	13%+	5.00
Group 2	11.45	13%+	5.00
Group 3	11.01	13%+	5.00
Group 4	10.76	13%+	5.00
POWER EQUIPMENT OPERATORS:			
UNDERGROUND CONSTRUCTION:			
General contracts over \$400,000			
Zone 1:			
Class 1	15.46	4.35 +	13%
Class 2	15.08	4.35 +	13%
Class 3	14.43	4.35 +	13%
Class 4	13.93	4.35 +	13%
Zone 2:			
Class 1	13.95	4.35 +	13%
Class 2	13.42	4.35 +	13%
Class 3	12.98	4.35 +	13%
Class 4	12.73	4.35 +	13%
General contracts \$400,000 or less:			
Zone 1:			
Class 1	14.58	4.35 +	13%
Class 2	14.19	4.35 +	13%
Class 3	13.55	4.35 +	13%
Class 4	13.04	4.35 +	13%
Zone 2:			
Class 1	12.62	4.35 +	13%
Class 2	12.10	4.35 +	13%
Class 3	11.65	4.35 +	13%
Class 4	11.41	4.35 +	13%
POWER EQUIPMENT OPERATORS:			
STEEL ERECTION:			
ZONE 1:			
CLASS 1	18.83	5.00 +	13%
CLASS 2	19.72	5.00 +	13%
CLASS 3	18.59	5.00 +	13%
CLASS 4	19.48	5.00 +	13%
CLASS 5	18.59	5.00 +	13%
CLASS 6	19.48	5.00 +	13%
CLASS 7	17.95	5.00 +	13%
CLASS 8	18.83	5.00 +	13%
CLASS 9	17.63	5.00 +	13%
CLASS 10	18.51	5.00 +	13%
CLASS 11	17.15	5.00 +	13%
CLASS 12	13.29	5.00 +	13%
CLASS 13	12.18	4.85 +	13%
ZONE 2:			
CLASS A	18.10	5.00	
CLASS B	17.85	5.00	
CLASS C	17.35	5.00	
CLASS D	15.25	5.00	
CLASS E	13.90	5.00	
CLASS F	12.60	5.00	



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ZONE 3:		
GROUP 1	14.17	4.30+ 13%
GROUP 2	12.44	4.30+ 13%
GROUP 3	11.34	4.30+ 13%
SIGN INSTALLERS:		
Zone 1:		
General contracts over \$400,000:		
Group 1	14.0575	131.70
Group 2	13.8075	131.70
General contracts of \$400,000 or less:		
Group 1	12.8075	131.70
Group 2	12.5575	131.70
Zone 2:		
General contracts over \$400,000:		
Group 1	16.0375	131.70
Group 2	12.8175	131.70
General contracts of \$400,000 or less:		
Group 1	10.5675	131.70
Group 2	10.3175	131.70
General contracts of \$50,000 or less:		
Group 1	10.0675	131.70
Group 2	8.8175	131.70
*TRUCK DRIVERS:		
AIRPORT, BRIDGES, & HIGHWAY CONSTRUCTION:		
General contracts over \$400,000		
*Zone 1:		
CLASS 1	15.93	.50 + C
CLASS 2	16.03	.50 + C
CLASS 3	16.18	.50 + C
*Zone 2:		
CLASS 1	15.83	.50 + C
CLASS 2	15.83	.50 + C
CLASS 3	16.08	.50 + C
General contracts \$400,000 or less:		
* Zone 1:		
CLASS 1	14.68	.50 + C
CLASS 2	14.78	.50 + C
CLASS 3	14.83	.50 + C
*Zone 2:		
CLASS 1	13.33	.50 + C
CLASS 2	13.43	.50 + C
CLASS 3	13.58	.50 + C
General contracts \$50,000. or less:		
*Zone 1:		
CLASS 1	12.93	.50 + C
CLASS 2	13.03	.50 + C
CLASS 3	13.18	.50 + C
*Zone 2:		
CLASS 1	12.83	.50 + C
CLASS 2	12.93	.50 + C
CLASS 3	13.08	.50 + C



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***TRUCK DRIVERS:**

UNDERGROUND CONSTRUCTION

***Zone 1:**

General contracts over \$400,000:

Group 1	15.77	3.29
Group 2	15.91	3.29
Group 3	16.10	3.29

General contracts of \$400,000 or less:

Group 1	14.52	3.29
Group 2	14.66	3.29
Group 3	14.85	3.29

***Zone 2:**

General contracts over \$400,000:

Group 1	15.67	3.29
Group 2	15.81	3.29
Group 3	15.92	3.29

General contracts of \$400,000 or less:

Group 1	13.17	3.29
Group 2	13.31	3.29
Group 3	13.42	3.29

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

***FOOTNOTES:**

- A. SEVEN PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day (Provided the employee worked the scheduled work day preceding and following the day observed)
- B. \$99.50 per week per employee
- *C. \$145.70 per week per employee
- D. \$65.00 per week per employee
- E. \$89.50 per week per employee
- F. \$76.50 per week per employee
- G. \$98.50 per week per employee
- H. \$80.50 per week per employee
- I. Six Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

AREA DESCRIPTIONS

CEMENT MASONS:

AREA 1: Genesee, Livingston, Macomb, Monroe, Oakland, Saginaw, Washtenaw, and Wayne Counties



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AREA 2: Remainder of State

IRONWORKERS:

AREA 1: Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, and Schoolcraft Counties

AREA 2: Allegan, Antrim, Barry, Benzie, Branch, Calhoun, Charlevoix, Eaton, Emmet, Grand Traverse, Hillsdale, Ionia, Kalamazoo, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Ottawa, St. Joseph, Van Buren, and Wexford Counties

AREA 3: Berrien and Cass Counties

AREA 4: Lenawee and Monroe Counties

AREA 5: Remainder of State

LABORERS: AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION

LABORERS: PAVEMENT MARKERS:

AREA 1: Lenawee, Macomb, Monroe, Oakland, Washtenaw and Wayne Counties

AREA 2: Remainder of State

LABORERS: AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION

AREA 1: Genesee, Macomb, Monroe, Oakland, Washtenaw, and Wayne Counties

AREA 2: Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Lapeer, Lenawee, Livingston, Midland, Muskegon, Saginaw, Shiawassee, St. Clair, St. Joseph, Tuscola, and Van Buren Counties

AREA 2A: Ionia, Kent, Montcalm, and Ottawa Counties

AREA 3: Acona, Alger, Alpena, Antrim, Arenac, Baraga, Benzie, Charlevoix, Cheboygan, Chippewa, Clare, Crawford, Delta, Dickinson, Emmet, Gladwin, Gogebic, Grand Traverse, Houghton, Iosco, Iron, Isabella, Kalkaska, Keweenaw, Lake, Leelanau, Luce, Mackinac, Manistee, Marquette, Mason, Menominee, Missaukee, Montmorency, Newaygo, Oceana, Ogemaw, Ontonagon, Oscoda, Otsego, Presque Isle, Roscommon, Schoolcraft and Wexford Counties

AREA 4: Mecosta and Osceola Counties

LABORERS: LANDSCAPE LABORERS

AREA 1: Genesee, Lapeer, Livingston, Macomb, Monroe, Oakland, St. Clair, Shiawassee, Washtenaw and Wayne Counties

AREA 2: Remainder of State



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LABORERS: TUNNEL, SHAFT & CAISSON CONSTRUCTION:

- Area 1: Macomb, Oakland and Wayne Counties
- Area 2: Genesee, Lapeer & Shiawassee Counties
- Area 3: Remainder of State

LINE CONSTRUCTION:

- AREA 1: Huron County, Ingham County (Twps. of Leroy, Locke, Wheatfield, White Oak and Williamson), Lapeer County, Lenawee County (Twps. of Clinton and Macon), Livingston County (Except the Twps. of Cohoctan, Deerfield, Tyrone, and Unadilla), Macomb County, Monroe County (Except the Twps. of Bedford, Erie, Lasalle, and Whiteford), Oakland County (Except the Twp. of Holly), St. Clair, Sanilac, and Tuscola Counties, Washtenaw County (Except the Twps. of Lyndon, Manchester, Sharon, and Sylvan), and Wayne County
- AREA 2: Remainder of State

PAINTERS:

- AREA 1: Allegan County (Twps. of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterrey, Overisel, Salem, Saugatuck and Wayland); Ionia County (Twps. of Berlin, Boston, Campbell, Easton, Ionia, Keene, Odessa, Orange, Orleans, Otisco, Ronald and Sebawa), Kent, Mecosta and Montcalm Counties; Newaygo County (Twps. of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcos); Osceola County (except the twps. of Marrison and the northeastern corners of Highland and Middle Branch); Ottawa County (Twps. of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland)
- AREA 2: Allegan County (Southeast half), Barry County (Southwest half), Cass County (East half), Kalamazoo, St. Joseph Cos., Van Buren Co. (East half)
- AREA 3: Benzie, Lake, Manistee and Mason Cos.
- AREA 4: Huron Co. (East Half), St. Clair and Sanilac Cos.
- AREA 5: Hillsdale, Jackson, Lenawee Counties; Livingston County (east of Howell City Limits, south to Washtenaw County line and north to Genesee County line); Macomb, Monroe, Oakland, Washtenaw and Wayne Counties.
- AREA 6: Genesee, Lapeer and Shiawassee Counties
- AREA 7: Arenac, Bay, Clare, Gladwin, Gratiot Counties; Huron County (west half); Iosco, Isabella, Midland, Ogemaw Counties; Osceola County (north of Hwy. #10); Roscommon, Saginaw and Tuscola Counties



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AREA 8: Clinton County, Ingham County, Ionia County (including the Cities of Lyons, Muir and Portland); Livingston County (including Howell)

AREA 9: Alcona, Alpena, Cheboygan, Emmet, Montmorency, Oscoda and Presque Isle Counties

POWER EQUIPMENT OPERATORS:

AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION:

ZONE 1: Genesee, Macomb, Monroe, Oakland, Washtenaw, and Wayne Counties

ZONE 2: Remainder of State

POWER EQUIPMENT OPERATORS:

UNDERGROUND CONSTRUCTION:

Zone 1: Bay, Branch, Calhoun, Clinton, Eaton, Genesee, Gratiot, Hillsdale, Huron, Ingham, Jackson, Lapeer, Lenawee, Livingston, Macomb, Midland, Monroe, Oakland, Saginaw, Sanilac, Shiawassee, St. Clair, Tuscola, Washtenaw, Wayne Counties

Zone 2: Remainder of State

POWER EQUIPMENT OPERATORS:

STEEL ERECTION:

Zone 1: Lenawee, Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties

Zone 2: Remainder of State

Zone 3: Alger, Beraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties

SIGN INSTALLER:

Zone 1: Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne Counties

Zone 2: Remainder of State

TRUCK DRIVERS:

AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION:

Zone 1: Genesee, Livingston, Macomb, Monroe, Oakland, Washtenaw, and Wayne Counties

Zone 2: Remainder of State

TRUCK DRIVERS:

UNDERGROUND CONSTRUCTION:

Zone 1: Genesee, Macomb, Monroe, Oakland, St. Clair, Washtenaw and Wayne Counties

Zone 2: Lapeer and Shiawassee Counties

DEFINITION OF GROUPS

LABORERS: AIRPORT, BRIDGE, & HIGHWAY CONSTRUCTION

LABORERS: PAVEMENT WORK

GROUP 1: Pavement Markers

GROUP 2: Cone Setters



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LABORERS: AIRPORT, BRIDGE, & HIGHWAY CONSTRUCTION

CLASS A - Line-Form Setter for curb or pavement

CLASS B - Pipe Layer, Oxygen Gun

CLASS B-1 - Asphalt Raker

CLASS B-2 - Asphalt Tamper and Asphalt Raker Helper

CLASS C - Tunnel Miner (highway work only), Finishers Tender, Guard Rail Builder, Highway and Median Barrier Installer (including sound barrier and crash barrier), Fence Erector, Bottom, Powder, Wagon Drill and Air Track Operators, Curb and Side Rail Setters' Helpers, Diamond and Core Drill

CLASS D - Mixer Operator (less than 5 sacks), Air or Electric tool operators (jackhammer, etc.), Spreader, Box (asphalt, stone, gravel etc.) Concrete Paddler, Power Chain Saw Operator, Paving Batch Truck Dumper, Asphalt Screed Checker, Grade Checker and Tunnel Mucker (highway work only), Concrete Saw (under 40 h.p.), and Dry Pack Machine.

CLASS E - Cement Handler or Dock, Top, Asphalt Dust Handler.

CLASS F - Asphalt Shoveler or Loader, Asphalt Plant Misc., Axe, Batch Bin (no power), Burlap, Carpenter's Helper, Subgrade Labor (hand tools), Yard, Guard Rail Builder's Helper, Highway and Median Barrier Installer's Helper, Fence Erector's Helper, Dumper (wagon, truck, etc.), Jetting Labor Joint Filling Labor, Misc. Unskilled Labor, Powder Monkey (helper), Sprinkler Labor, Form Setting Labor, Pavement Reinforcing, Handling and placing (e.g. wire mesh, steel mats, dowel bars, etc.), Mason's or Bricklayer's Tender on Manholes, Headwalls, etc., water proofing, seal coating and Slurry Mix.

LABORERS: LANDSCAPE LABORERS:

CLASS A: Landscape specialist, including air, gas, diesel, electric tool and/or equipment

CLASS B: Landscape laborer, truck driver, materials haulers, and small power equipment

LABORERS: TUNNEL, SHAFT & CAISSON CONSTRUCTION

CLASS 1 - Tunnel, Shaft and Caisson Laborer, Dump, Shanty, Hog House Tender, Testing (on gas).

CLASS 2 - Manhole, Headwall, Catch Basin Builder, Bricklayer Tender, Mortar Machine, Material Mixer, Fence Erector and Guard Rail Builder



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- CLASS 3 - Air Tool Operator (jackhammer, bush hammer & grinding), First bottom, Second Bottom, Cage Tender, Car Pusher, Carrier, Concrete, Concrete Form, Concrete Repair, Cement Invert Laborer, Cement Finisher, Concrete Shoveler, Conveyor, Floor, Gasoline and Electric Tool Operator, Gunnite, Grout Operator, Pump, Outside Lock Tender, Scaffold, Top Signal, Switch, Track, Tugger, Vibrator, Winch Operator, Pipe Jacking, Boring, Wagon Drill, Air Track Operator and Concrete Saw Operator, (under 40 h.p.).
- CLASS 4 - Tunnel, Shaft and Caisson Mucker, Bracer, Liner Plate, Long Haul Dinky Driver and Well Point.
- CLASS 5 - Tunnel, Shaft and Caisson Miner, Drill runner, Key Board Operator, Power Knife Operator, Reinforced Steel or Mesh (e.g. wire mesh steel dowel bars, etc.).
- CLASS 6 - Dynamite and Powder.

PAINTERS:

Area 1:

- Group 1: Brush
- Group 2: Paperhanging - wall coverings; Drywall finishers
- Group 3: Swing stage, window jack, and window belts
- Group 4: Spray decks
- Group 5: Bridges over highways or railroads; Steam cleaning, sandblasting, waterblast; Bridge work over rivers or lakes
- Group 6: Spray - pressure roller
- Group 7: Steeple jack or high work - 40 feet

POWER EQUIPMENT OPERATORS:

AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION

ZONES 1 & 2:

- CLASS 1 - Asphalt Plant Operator, Crane Operator, Dragline, Shovel Operator, Locomotive Operator, Paver (5 bags or more), Elevating Grader Operator, Pile Driving Operator, Roller (asphalt), Blade Grader Operator, Trenching Machine, (ladder or wheel type), Auto-Grader, Slip Form Paver, Self-Propelled, or Tractor Drawn Scraper, Conveyor Loader Operator (euclid type), Endloader Operator, (1 yd. capacity or over), Bulldozer, Concrete Pump (3" and over), Swing Boom Truck (up to 12 ton capacity), Hoisting Engineer, Tractor Operator, Finishing Machine, Asphalt Mechanic, Pump Operator (6" discharge or over, gas, diesel powered or generator of 300 amp or over), Shoulder or Gravel Distributing, Machine Operator (self-propelled), Backhoe (with over 3/8 yard bucket), Side Boom Tractor (type D-4 equivalent or larger), Tube Finisher (slip form paving), Gradall (and similar type machines), Asphalt Paver (self-propelled), Asphalt Planer (self-propelled), Batch Plant (Concrete-central mix, transit mix, shrink mix), Slurry Machine (asphalt), Roto Mill.
- CLASS 2 - Sweeper (Wayne type & similar equipment), Screening Plant Operator, Washing Plant Operator, Crusher, Backhoe (with 3/8 yard bucket or less), Side Boom Tractor (smaller than D-4 type or equivalent), Batch Plant (concrete-dry mix).
- CLASS 3 - Air Compressor Operator (600 cfm or more), Air Compressor (2 or more, less than 600 cfm), Wagon Drill Operator, Concrete Breaker, Tractor Operator (Farm type w/ attachments).



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CLASS 4 - Boiler Firetender, Oiler, Firetender, Mechanic's Helper, Trencher (service Flexplane Operator, Cleftplane Operator, Grader (Self-propelled Fine Grade or Form (concrete)), Finishing Machine (concrete), Boom or Winch Truck Operator, Concrete Pump (under 3"), Mesh Installer (self-propelled), Endloader (under 1 yard capacity), Roller Operator (other than asphalt), Curing Equipment (self-propelled), Concrete Saw Operator (40 h.p. or over), Power Bin Operator, Plant Drier (asphalt), Vibratory Compaction Equipment (6 ft. wide or over), Guard Post Driver (power driven), All Mulching Equipment, Stump Remover, Farm Type Tractor Operator.

POWER EQUIPMENT OPERATORS: UNDERGROUND CONSTRUCTION
UNDERGROUND CONSTRUCTION:

ZONES 1 & 2:

Class I: Backfiller Tamper, Backhoe, Batch Plant Operator (concrete), Clamshell, Concrete Paver (two drum or larger), Conveyor Loader (euclid type), Crane (crawler, truck type or pile driving), Dozer (9 ft. blade and over), Dragline, Elevating Grader, Endloader (over 1 1/2 cubic yds. capacity), Gradall (and similar type equipment), Mechanic, Power Shovel, Roller (asphalt, Scraper (self-propelled or tractor drawn), Side Boom Tractor (type D-4 or equivalent and larger), Slip Form Paver, Slope Paver, Trencher (over 8 ft. digging capacity), Well Drilling Rig

Class II: Boom Truck (power swing type boom), Crusher, Dozer (less than 9 ft. blade), Endloader (1 1/2 cubic yds. capacity and smaller), Hoist, Pump (one or more - 6 in. discharge or larger - gas or diesel powered or powered by generator of 300 amps or more inclusive of generator), Side Boom Tractor (smaller than type D-4 or equivalent), Sweeper (Wayne type and similar equipment), Tractor (pneu-tired, other than backhoe or front end loader), Trencher (8 ft. digging capacity)

Class III: Air Compressors (600 cfm or larger), Air Compressors (two or more - less than 600 cfm), Boom Truck (non-swinging, non-powered type boom), Concrete Breaker (self-propelled or truck mounted - includes compressor), Concrete Paver (one drum 1-1/2 yd. or larger), Elevator (other than passenger), Maintenance Man, Mechanic Helper, Pump (two or more - 4 in. up to 6 in. discharge - gas or diesel powered - excluding submersible pumps, Pumpcrete Machine (and similar equipment), Wagon Drill (multiple), Welding Machine or Generator (two or more 300 amp. or larger/gas or diesel powered)

Class IV: Boiler, Concrete Saw (40 h.p. or over), Curing Machine (self-propelled), Farm Tractor (with attachment), Finishing Machine (concrete), Firetender, Hydraulic Pipe Pushing Machine, Mulching Equipment, Oiler, Pumps (two or more up to 4 in. discharge if used three hours or more a day - gas or diesel powered excluding submersible pumps), Roller (other than asphalt), Stump Remover, Trencher (service), Vibrating Compaction Equipment (self-propelled, 6 ft. wide or over)



MI89-7

**POWER EQUIPMENT OPERATORS:
STEEL ERECTION**

ZONE 1:

- Group 1: Crane operator when operating combination of boom and jib 220' or longer
- Group 2: Crane operator when operating combination of boom and jib 220' or longer on a Crane that requires an Oiler
- Group 3: Crane operator when operating combination of boom and jib 140' or longer
- Group 4: Crane operator when operating combination of boom and jib 140' or longer on a Crane that requires an Oiler
- Group 5: Tower Crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level)
- Group 6: Tower Crane and derrick operator (where operator's work station is 50 ft. or more above the first sub-level) on a crane that requires an Oiler
- Group 7: Crane operator when operating combination of boom and jib 120' or longer
- Group 8: Crane operator when operating combination of boom and jib 120' or longer on a Crane that requires an Oiler
- Group 9: Crane operator and job mechanic
- Group 10: Crane operator on a crane that requires an Oiler
- Group 11: Hoisting operator
- Group 12: Compressor and/or welder operator
- Group 13: Oiler or firetender

ZONE 2:

- CLASS A - Crane Operator with main Boom & Jib 220' or longer
- CLASS B - Crane Operator with main Boom & Jib 140' or longer, Tower Cranes, Gantry Cranes, Whirley Derrick.
- CLASS C - Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Job Mechanic.
- CLASS D - Air Tugger (single drum), Material Hoist, Pump (6" or over).
- CLASS E - Air Compressor, Welder, Generators, Conveyors.
- CLASS F - Oiler and Firetender.

SIGN INSTALLERS:

Zone 1 & 2:

- CLASS A - Performs all necessary labor uses all tools required to construct & set concrete forms required in the installation of highway & street signs
- CLASS B - Performs all miscellaneous labor, uses all hand and power tools, & operates all other equipment, mobile or otherwise, required for the installation of highway & street signs

TRUCK DRIVERS: HIGHWAY, AIRPORT, & BRIDGE CONSTRUCTION

AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION:

Zones 1 & 2:

- CLASS 1 - Truck Drivers (less than 8 cyd capacity).
- CLASS 2 - Truck Drivers (8 cyd Capacity or over).
- CLASS 3 - Drivers (Euclid type equipment).



MI89-7

TRUCK DRIVERS:

UNDERGROUND CONSTRUCTION:

Zones 1 & 2:

CLASS 1 - Truck Drivers on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, euclid, double bottom or fuel trucks.)

CLASS 2 - Truck Drivers of Dump Trucks of 8 cubic yards capacity or over, Pole Trailers, Semis & Fuel Trucks.

CLASS 3 - Truck Drivers on Low Boys, Euclid & Double Bottoms

Zone 4:

CLASS 1 - Truck Drivers (Straight & dump trucks less than 8 cubic yards capacity.)

CLASS 2 - Dump Trucks (8 cubic yards capacity & over), Tandem Axle & Semis.

Zone 5:

CLASS 1 - Truck Drivers on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers & double bottoms.)

CLASS 2 - Truck Drivers on Dump Trucks of 8 cubic yards capacity or over & Pole Trailers.

CLASS 3 - Low Boys & Double Bottoms.

CLASS 4 - Structural Steel Driver.

Zone 7:

CLASS 1 - Truck Drivers.

CLASS 2 - Yard

CLASS 3 - Truck Drivers on trucks 8 cubic yards capacity or over, Mechanics.

CLASS 4 - Semi Driver.

Zone 8:

CLASS 1 - Straight or Dump Drivers.

CLASS 2 - Semi &/or Double Bottoms.

Zone 9:

CLASS 1 - Truck Drivers (less than 8 cubic yards capacity).

CLASS 2 - Truck Drivers (8 cubic yards capacity & over.)

CLASS 3 - Drivers (Euclid type equipment.)

Zone 10:

CLASS 1 - Truck Drivers & General Warehouse Combination.

CLASS 2 - Tandem Trucks & Trucks capacity 8 cubic yards or over

CLASS 3 - Semis, Double Bottoms, Low Boys, Pitman Operators and/or related equipment.

CLASS 4 - Euclid type, Bottom & End Dump Drivers.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(11)).

(Apr. 14, 1989)

1383 (7/84)

This information required
by Act 327 of 1945
in order to obtain
surety guarantee.

MICHIGAN DEPARTMENT OF TRANSPORTATION

MICHIGAN AERONAUTICS COMMISSION

AIRPORT PROGRAM

BONDS

St. Clair County International

FM 77-3-C44-30546 A

3-26-0080-0489

(Airport Name)

(State Contract No.)

(Federal Project No.)

BOND NO. 2867901

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, John R. Howell, Individual

as principal, and The Ohio Casualty Insurance Company

as surety, are held and firmly bound unto the County of St. Clair and the Michigan Department of Transportation for the Michigan Aeronautics Commission, as agent, in the penal sum of —FORTY SIX THOUSAND FIVE HUNDRED TWENTY FIVE— dollars,

lawful money of the United States, to be paid to the said County of St. Clair and the Michigan Department of Transportation for the agent or to their certain attorney or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 27th day of February, A. D. 19 90

The condition of this obligation is such that if the above named principal shall and will, well and faithfully, and fully, do, execute and perform the contract to which this bond is attached, according to the terms and conditions thereof, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

John R. Howell, Individual Principal.

By John R. Howell
John R. Howell, owner

By _____

By _____

The Ohio Casualty Insurance Company Surety.

By Robert G. Chapman
Robert G. Chapman, attorney in fact

NOTE - If the Principal is a co-partnership, each member must sign these bonds. If the principal is a corporation, evidence of the authority of officer signing must be attached or be on file with the Michigan Department of Transportation. The Surety Company shall attach, or have on file with the Michigan Department of Transportation, a valid power of attorney of person or persons executing bond for the Company.

Commission Received by: David Chapman Agency, Inc.

THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 19-097

Know All men by these presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint: David G. Chapman or Robert G. Chapman or Elsie Schimmel - - - - - of Lansing, Michigan - - - - - its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

SIX MILLION - - - - - (\$ 6,000,000.00 - -) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.



In WITNESS WHEREOF, the undersigned, officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 3rd day of September 19 82.

[Handwritten signature] Asst. Secretary

STATE OF OHIO, COUNTY OF BUTLER

SS.

On this 3rd day of September A. D. 19 82 before

the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Richard T. Hoffman, Asst. Secretary - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

[Handwritten signature] Notary Public in and for County of Butler, State of Ohio My Commission expires December 24, 1986.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 27th day of Feb A.D., 19 90



[Handwritten signature] Assistant Secretary

RESOLUTION 90-17

ADOPTING AND APPROVING THE EXECUTION OF THE CONSTRUCTION
CONTRACT AT THE COUNTY AIRPORT

WHEREAS, the St. Clair County International Airport has received funding from the Federal Aviation Administration and the Michigan Aeronautics Commission for construction of a Parallel Taxiway to Runway 10/28; MITL and holdline signs for Taxiway C; and

WHEREAS, the Michigan Bureau of Aeronautics has received bids for the above named project; and


WHEREAS, it has been verified by the Michigan Bureau of Aeronautics that Earthwork Engineers was the low bidder for the construction of Parallel Taxiway to Runway 10/28.

NOW, THEREFORE, BE IT RESOLVED, That the construction contract prepared by the Michigan Aeronautics Commission between the County of St. Clair and Earthwork Engineers has been recommended for approval for the above named project.


BE IT FURTHER RESOLVED, That by a resolution adopted by the Airport Commission on April 3, 1990, the St. Clair County Board of Commissioners grants approval and authorizes the Chairperson to execute the above named construction contract.


DATED: April 11, 1990

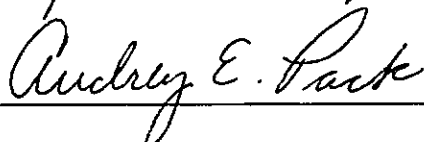
Reviewed and Approved by:



TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060







#575,010 BID

2.7% less than
engineer estimator

AIRPORT COMMISSION
OF THE COUNTY OF ST. CLAIR

9 bids (High
676,000)

ADOPTING AND APPROVING THE EXECUTION OF THE CONSTRUCTION CONTRACT
AT THE COUNTY AIRPORT

WHEREAS, the St. Clair County International Airport has received funding from the Federal Aviation Administration and the Michigan Aeronautics Commission for construction of a Parallel Taxiway to Runway 10/28; MITL and holdline signs for Taxiway C; and

WHEREAS, the Michigan Bureau of Aeronautics has received bids for the above named project; and

WHEREAS, it has been verified by the Michigan Bureau of Aeronautics that Earthwork Engineers was the low bidder for the construction of Parallel Taxiway to Runway 10/28; and

NOW, THEREFORE, BE IT RESOLVED, That the construction contract prepared by the Michigan Aeronautics Commission between the County of St. Clair and Earthwork Engineers be approved for the above named project; and

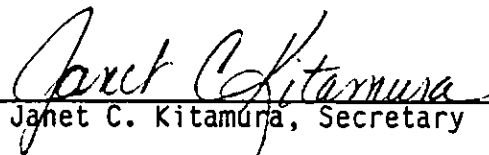
BE IT FURTHER RESOLVED, That the Airport Commission recommend to the County Board of Commissioners approval and execution of the above construction contract.

AYES: Commissioner McCormick
Commissioner Street

ABSENT: Commissioner Foley

NAYS: 0

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a regular meeting of the Airport Commission of the County of St. Clair held on Tuesday, April 3, 1990 at 9:12 a.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, Port Huron, Michigan.


Janet C. Kitamura, Secretary

1384 (9/84)

This information required
by Act 327 of 1945 in
order to establish a contract.

MICHIGAN DEPARTMENT OF TRANSPORTATION

**MICHIGAN AERONAUTICS COMMISSION
AIRPORT PROGRAM**

9002-003

CONTRACT

FM 77-3-C42 Job No. 30545-A

Federal Project - 3-26-0080-0489

Federal Item No. AL 411

THIS AGREEMENT, Made this _____ day of _____
A.D. 19_____, by and between the _____ County of St. Clair _____, party of the first
part, and _____ Earthwork Engineers, Inc. _____ a Michigan Corporation _____
_____ 51800 W. Pontiac Trail, Ste 1 _____
of _____ Wixom, MI 48096 _____, party of the second part.

WITNESSETH. That the party of the second part, for and in consideration of the payment or payments hereinafter specified, hereby agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as herein otherwise specified, and to complete, in strict accordance with the plans, specifications and proposal therefor, and to the satisfaction of the said party of the first part, the work described herein, it being understood and agreed that said plans, specifications and proposal are to be considered as a part hereof.

DESCRIPTION OF PROJECT

Proposed construction at the _____ St. Clair County International _____ AIRPORT
located in _____ St. Clair _____ COUNTY, MICHIGAN, said construction work being Contract Number
FM 77-3-C42-30545 A .

TYPE OF WORK: Construct Parallel Taxiway to Runway 10/28 (1830'+ 40'
and 1530'+ x 35')

DESCRIPTION: At the St. Clair County International Airport, Port Huron,
Michigan.

PROPOSAL JOB CONTROL SECTION
9002003 30545A 77-342

FEDERAL PROJECT
3-26-0080-0489

-01-

IN CONSIDERATION WHEREOF; SAID PARTY OF THE FIRST PART AGREES TO PAY TO SAID PARTY OF THE SECOND PART FOR ALL WORK DONE, THE FOLLOWING UNIT PRICES:

DESCRIPTION	ITEM CODE	QUANTITY	UNIT PRICE
PART 01			
GALVANIZED STEEL CONDUIT, 2 BANK 3" DIRECT BURIAL	1100560	490.00 L FT	18.0000
UNCLASSIFIED EXCAVATION	1520410	24800.00 C YD	2.6800
OPEN DITCH-CLEANOUT	1520432	55.20 STA	281.0000
BORROW EXCAVATION, FURNISHED BY CONTRACTOR FROM OFF-SITE LOCATION	1520456	10913.00 C YD	5.7100
REMOVAL AND DISPOSAL OF BITUMINOUS PAVEMENT	1520470	2540.00 S YD	1.8500
OPEN DITCH EXCAVATION	1527430	23.20 STA	641.0000
CRUSHED AGGREGATE BASE COURSE, MATERIAL AS SPECIFIED, COMPACTED IN PLACE	2090520	3569.00 C YD	20.2000
SAWING BITUMINOUS PAVEMENT, SPECIFIED DIMENSIONS	4000515	3040.00 L FT	.5500
BITUMINOUS AGGREGATE SURFACE COURSE 20AAAX, AC10	4117632	5010.00 TON	29.1400
BITUMINOUS TACK COAT, SPECIFIED EMULSIFIED ASPHALT	6030515	1050.00 GAL	1.2500
AIRPORT PAVEMENT MARKING, SOLID, YELLOW	6200516	12700.00 S FT	.1200
12" CONCRETE CULVERT & SEWER PIPE, REINFORCED, C76, CLASS IV	7010560	204.00 L FT	16.0000
15" CONCRETE CULVERT & SEWER PIPE, REINFORCED, C76, CLASS IV	7010561	78.00 L FT	19.0000
18" CONCRETE CULVERT & SEWER PIPE, REINFORCED, C76, CLASS IV	7010562	365.00 L FT	23.0000
21" CONCRETE CULVERT & SEWER PIPE, REINFORCED, C76, CLASS IV	7010563	100.00 L FT	25.0000
24" CONCRETE CULVERT & SEWER PIPE, REINFORCED, C76, CLASS IV	7010564	618.00 L FT	30.0000
30" CONCRETE CULVERT & SEWER PIPE, REINFORCED, C76, CLASS IV	7010566	646.00 L FT	39.0000
36" CONCRETE CULVERT & SEWER PIPE, REINFORCED, C76, CLASS IV	7010567	120.00 L FT	56.0000
PRECAST CONCRETE END SECTION FOR 30" PIPE	7010926	3.00 EACH	490.0000
PRECAST CONCRETE END SECTION FOR 36" PIPE	7010927	2.00 EACH	685.0000
4" PIPE UNDERDRAIN, TYPE AS SPECIFIED	7050510	5960.00 L FT	2.6000

DESCRIPTION	ITEM CODE	QUANTITY	UNIT PRICE
PART 01			
POROUS BACKFILL, FINE MATERIAL AS SPECIFIED	7050535	238.00 C YD	35.0000
UNDERDRAIN CLEANOUT, SINGLE	7057520	16.00 EACH	135.0000
UNDERDRAIN CLEANOUT, DOUBLE	7057530	4.00 EACH	230.0000
4' DIAMETER CATCH BASIN, TYPE 2, THROUGH 8' DEPTH	7510521	13.00 EACH	800.0000
REMOVE DRAINAGE STRUCTURE	7510562	7.00 EACH	225.0000
DRAINAGE STRUCTURE COVER, TYPE A, IN PLACE	7510580	4.00 EACH	230.0000
DRAINAGE STRUCTURE COVER, TYPE D, IN PLACE	7510583	10.00 EACH	265.0000
REMOVE EXISTING STORM SEWER	7517565	1535.00 L FT	4.6000
TURFING WITH MIXTURE AND RATE AS SPECIFIED	9010517	16.70 ACRE	470.0000
ASPHALT BOUND MULCH	9080520	16.70 ACRE	775.0000
MOBILIZATION AND GENERAL CONDITIONS	1000400	1.00 LSUM	32000.0000
SAFETY AND SECURITY	1000410	1.00 LSUM	6000.0000
ENGINEER'S FIELD OFFICE/LABORATORY	1000420	1.00 LSUM	2000.0000
RECONSTRUCT DRAINAGE STRUCTURE	7510561	1.00 EACH	500.0000

Said party of the first part further agrees to pay the said party of the second part for such extra work as may be ordered by the party of the first part or his authorized representative, prices for which are not included in the above items, the price or on the basis agreed upon before such extra work is begun.

It is further understood and agreed that time is of the essence of this contract, and that the work shall be so conducted and supervised by the party of the second part as to insure its completion in accordance with the following schedule, each item of work to be completed on or before the date named thereafter:

Start work within ten (10) days of the date specified in the written notice to proceed.

The entire contract shall be completed in/By Fifty (50) calendar days

Liquidated damages will be assessed at the rate of \$ 400.00 per calendar day for failure complete the contract within the specified time limits.

Appendix A hereto attached shall be a part of this contract.

Addendum A hereto attached shall be a part of this contract.

Neither the contractor nor his subcontractors shall discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his age, except where based on a bona fide occupational qualification, or his race, color, religion, national origin, or ancestry; and they will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this contract. The parties further covenant that they will comply with the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this contract.

IN WITNESS WHEREOF, The parties hereto have set their hands the day and year first above written.

WITNESSES:

County of St. Clair

By _____

CONTRACTOR

Earthwork Engineers, Inc.

a Mich. Corp.

Phyllis Odell

By *M. G. Siper*

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract, the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinbefore set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following; employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contact or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and, or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission* finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and, or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

*The Civil Rights Commission referred to is the Michigan Civil Rights Commission.

Location _____

Project No. Fm 77-3-C42

Date _____

Contract No. 3-26-0086-0489

**CERTIFICATION OF NONSEGREGATED FACILITIES
BY PRIME CONTRACTOR**

The Earthwork Engineers Inc Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Earthwork Eng. Contractor certifies further that he will not maintain or provide for his employees segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Earthwork Eng. INC Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or any other reason. The Earthwork Eng. INC Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in their files.

Witness:

Phyllis Odell

Orville Suter
Contractor

Business Address _____

By _____
Signature Title

NOTICE TO BIDDERS

LETTING OF FEBRUARY 14, 1990

ADDENDUM "A"

ITEM NO.	PROJECT	FED NO.
9002 001	FM 53-1-C19 - 29945 A	3-26-0057-0188
" 9002 002	" FM 53-1-C20 - 27481 A	" 3-26-0057-0188
" 9002 003	" FM 77-3-C42 - 30545 A	" 3-26-0080-0489
" 9002 004	" FM 77-3-C44 - 30546 A	" 3-26-0080-0489
" 9002 005	" EDA 31522 - 29357 A	
" 9002 006	" EDA 77522 - 30290 A	
" 9002 007	" M 23092 - 30211 A	
" 9002 008	" M 77111 - 28222 A	
" 9002 009	" AFRR 60998 - 27859 A	" ACFR 32-3(306)
	EDDF 60555 - 30120 A	SR 6056(201)
" 9002 010	" M 08052 - 28146 A	
" 9002 011	" M 63111 - 28361 A	
" 9002 012	" IR 11016 - 26752 A	" IR 94-2(114)27
" 9002 013	" CSR 41-95 - 29887 A	" SR 4195(201)
" 9002 014	" EBA 38522 - 30608 A	
" 9002 015	" M 11011 - 26714 A	
	MS 11021 - 26877 A	
" 9002 016	" IR 82022 - 29186 A	" IR 94-5(303)203
" 9002 017	" EDC 25544 - 30609 A	
" 9002 018	" MUR 35465 - 30228 A	" MR 2065(005)
" 9002 019	" BRO 32028 - 30522 A	" BRO 32(126)
" 9002 020	" BRM 33060 - 24579 A	" BRM 2003(078)
" 9002 021	" BRO 73012 - 29196 A	" BRO 73(122)
" 9002 022	" BRS 46070 - 30524 A	" BRS 4608(202)
" 9002 023	" BRO 79010 - 30527 A	" BRO 79(127)
	BRO 79010 - 20528 A	BRO 79(128)

Prospective bidders are hereby advised that the bid deposit required for bidding the above listed projects is REVISED to include the use of BID BONDS. Therefore, the language on the Cover Sheet (Page III) of the proposal will read as follows:

"The undersigned encloses a Bid or Proposal Bond in the form prescribed by the Michigan Department of Transportation, a certified or cashier's check or Bank Money Order as a Bid Deposit in the amount of not less than _____."

The dollar amount of the bid deposit will be as is listed for each individual project.

James P. Pitz, Director
Michigan Department of Transportation

Lansing, Michigan
nkh
1/22/90

GENERAL REQUIREMENT FOR RECIPIENTS

Excerpts from USDOT Regulation 49 CFR, Part 23, Section 23.43

A. Policy

It is the policy of the Department that MBE as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this contract.

B. MBE Obligation

The recipient or its contractor agrees to ensure that MBE as defined in 49 CFR, Part 23, has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that MBE has maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of departmentally-assisted contracts.

"The recipient shall advise each subrecipient, contractor, or subcontractor that failure to carry out the requirements set forth in Paragraph 23.43(a) shall constitute a breach of contract and, after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate."

SPECIAL PROVISIONS TAXES

The Contractor shall include and be deemed to have included in his bid and contract price all Michigan Sales and Use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the bid date.

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF AERONAUTICS-AIRPORT PROGRAM

FEDERAL REQUIREMENTS

This is a Standard Supplemental Provision for all Federally assisted construction contracts and is also Appendix "B" to all fliers of subcontracts, as applicable.

INFORMATION FOR CONTRACTORS, CONTRACT CLAUSES & REQUIREMENTS

GENERAL

The following clauses and requirements included herewith are applicable to federally assisted construction contracts and are made a part thereof:

- I. **General and Labor Clauses for All Construction Contracts and Subcontractors.**
- II. **Labor Contract Clauses for Construction Contracts In Excess of \$2,000.**
- III. **Provisions Concerning Equal Employment Opportunity and Nonsegregated Facilities (41 CFR 60) for Construction Contracts In Excess of \$10,000.**
- IV. **Miscellaneous Clause Requirements for All Construction Contracts and Subcontracts Unless Otherwise Indicated.**
- V. **Minority Business Enterprise.**
- VI. **Clean Air and Water Pollution Control Requirements for All Construction Contracts and Subcontracts Exceeding \$100,000.**

Federally-assisted contracts may be recognized by the prefix "FM" to the contract or proposal number.

Wherever reference is made to an Airport Improvement Program (AIP) project number or sponsor's name within the various paragraphs of Provisions I and II, the AIP project number or name of the Sponsor is as listed in the proposal forms.

WAGE RATES

The minimum wage rates referred to in Requirement II and attached to the contract documents are the most current on file at the Michigan Department of Transportation. Wage rate determinations, including all modifications issued by the Department of Labor for the location of the contract work, and their publication in the Federal Register is dated prior to ten (10) days preceding the date of bid opening, WILL apply to the contract. New wage rate decisions and modifications will be forwarded to bidders as soon as received by the Department. The Contractor, however, will be required to comply with applicable new or modified wage rates, even though he may not be furnished them prior to the bid opening.

EEO COMPLIANCE REVIEWS

Post-Award Compliance Review

Contracts and subcontracts of \$10,000 or more will be subject to a post-award compliance review by the Office of Federal Contract Compliance Programs.

The post-award compliance review will include a comprehensive review of the employment policies and practices of the Contractor(s)/Subcontractor(s), with special attention to those relating to recruitment, placement, promotion, and other areas of potential discrimination. The post-award compliance review will be conducted as soon as practicable after award of the contract/subcontracts.

I. GENERAL AND LABOR CLAUSES FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS.

A. Airport Improvement Program Project.

The work in this contract is included in Airport Improvement Program Project Number which is being undertaken and accomplished by the Sponsor in accordance with the terms and conditions of a grant agreement between the Sponsor and the United States, under the Airport and Airway Improvement Act of 1982, as amended, and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs of the project that are determined to be allowable project costs under that Act. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

B. Consent to Assignment. The Contractor shall obtain the prior written consent of the Sponsor to any proposed assignment of any interest in or part of this contract.

C. Convict Labor. No convict labor may be employed under this contract.

D. Veterans Preference. In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

E. Withholding: Sponsor from Contractor. Whether or not payments or advances to the Sponsor are withheld or suspended by the Federal Aviation Administration the Sponsor may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any Subcontractor on the work the full amount of wages required by this contract.

F. No Payment of Wages. If the Contractor or Subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract the Sponsor may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

G. FAA Inspection and Review. The Contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

H. Subcontracts. The Contractor shall insert in each of his subcontracts the provisions contained in paragraphs (A), (C), (D), (E), (F), (G), and also a clause requiring the Subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

I. Contract Termination. A breach of paragraphs (F), (G), and (H) of this section, may be grounds for termination of the contract.

II. LABOR CONTRACT CLAUSES FOR CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000.

A. Minimum Wages.

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the

Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of subparagraph A(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph (D) of this clause. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraphs (2)(a) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

2a. The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

I. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

II. The classification is utilized in the area by the construction industry; and

III. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates

contained the wage determination.

b. If the Contractor, laborers, and mechanics to be employed in the classification (if known), or their representatives, and Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will advise the Contracting Officer within 30 days of receipt of approval, modification, or disapproval of every additional classification or will notify the Contracting Officer within the 30-day period that additional time is necessary. (Approved by the Office of Management & Budget under OMB Control No. 1215-0140.)

c. In the event the Contractor, or the laborers or mechanics to be employed in the classification, or their representatives, do not agree with the Contracting Officer on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and will so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary. (Approved by the Office of Management & Budget under OMB Control No. 1215-0140.)

d. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs 2(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit

which is not expressed as ... hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

4. If the Contractor does not make payment to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management & Budget under OMB Control No. 1215-0140.)

B. Withholding. The Federal Aviation Administration shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and Basic Records.

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and

preserved) a period of three years thereafter for all laborers and mechanics working at the site of the work.

Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under paragraph A(2)(b) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management & Budget under OMB Control 1215-0140 and 1215-0017..)

2a. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph c(1) above. This information may be submitted in any form desired. Optional Form

WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. (Approved by the Office of Management & Budget and under OMB control number 1215-0149.)

b. Each payroll submitted shall be accompanied by a "Statement of Compliance" and shall be signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

i. That the payroll for the payroll period contains the information required to be maintained under paragraph C(1) above and that such information is correct and complete;

ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph c.(2)(b) of this section.

d. The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of

Title 18 and Section 231 of Title 31 of the United States Code.

3. The Contractor or Subcontractor shall make the records required under paragraph (C)(1) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, Federal Aviation Administration, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

D. Apprentices and/or Trainees.

1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the Journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the Journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to Journeyman on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the Journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding Journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. Equal Employment Opportunity.

The utilization of apprentices, trainees and Journeyman under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

E. Compliance with Copeland Act

Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

F. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in paragraphs (A) through (J) in Section II and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for

the compliance by any contractor or lower tier Subcontractor with all the contract clauses in 29 CFR 5.5.

G. General Termination: Debarment.

A breach of the contract clauses in paragraphs (A) through (J) and J(4) through (8) in Section II may be grounds for termination of the contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

H. Compliance with Davis-Bacon and Related Act Requirements. All

rulings and Interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

I. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Contracting Agency, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of Eligibility.

1. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Overtime Requirements. No Contractor or Subcontractor contracting for any

part of contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

5. Violation: Liability for Unpaid Wages; Liquidated Damages. In the event any

violation of the clause set forth in paragraph 4 above, the Contractor or any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4 above.

6. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation

Administration or the Sponsor shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (5) above.

7. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph J(4) through (7) and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs J(4) through (7).

8. Working Conditions. No Contractor or Subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

III. PROVISIONS CONCERNING EQUAL EMPLOYMENT OPPORTUNITY AND NONSEGREGATED FACILITIES (41CFR60)

SECTION A. Equal Employment Opportunity Clause for all Contracts and Subcontracts Exceeding \$10,000.

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees

placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice (to be provided) advising the said labor union or workers' representatives of the contract's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION B. Nonsegregated Facilities

NOTICE TO PROSPECTIVE FEDERALLY-ASSISTED CONSTRUCTION CONTRACTORS.

1. A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.

2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO PROSPECTIVE FEDERALLY-ASSISTED CONSTRUCTION SUBCONTRACTORS.

1. A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the equal opportunity clause.

2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt

from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SECTION C. Certification of Nonsegregated Facilities (Contractors/Subcontractors).

The (federally-assisted construction Contractor) certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The (federally-assisted construction Contractor) certifies further that he will not maintain or provide for his employees segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The (federally-assisted construction Contractor) agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term, "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or any other reason. The (federally-assisted construction Contractor) agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and

that he will retain such certifications in his files.

SECTION D. Certifications of
Nonsegregated Facilities By Sponsors Of
Federal Assistance Who Are Themselves
Performing Construction Contracts.

The Sponsor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It further certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Sponsor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. It further agrees that it will obtain identical certifications from proposed contractors prior to the award of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed contractors:

**NOTICE TO PROSPECTIVE CONTRACTS OF
REQUIREMENT FOR CERTIFICATION OF
NONSEGREGATED FACILITIES.**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the

Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in U.S.C. 1001.

SECTION E. Notice of Affirmative Action
Program Requirements (14 CFR Part 152,
Subpart E).

The Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

1. Contractors and first tier Subcontractors having 50 or more employees and who may be awarded a contract or subcontract for \$50,000 or more will, within 120 days from contract commencement, be required to develop a written affirmative action compliance program for each of its establishments.

2. Within 30 days after award of such contract, the Contractor shall file a compliance report (Standard Form 100) if the Contractor has not submitted a complete compliance report within 12 months preceding the date of award.

3. The Contractor shall require the Subcontractor on any first tier subcontracts, irrespective of dollar amount, to file a compliance report (Standard Form 100) within 30 days after award of subcontract if the following three conditions apply:

a. Subcontractor has 50 or more employees, and

b. Subcontractor has not submitted a complete Standard Form 100 within 12 months

preceding the date of award, and

c. Subcontractor is not a state or local government.

A Standard Form 100 will be furnished upon request. The Standard Form 100 is normally furnished Contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, it may be obtained by writing to the following address: Joint Reporting Committee, 1800 G Street, Washington, D.C. 20506.

SECTION F. Affirmative Action Requirements and Standard EEO Contract Specifications which apply to all Contracts and Subcontracts in excess of \$10,000.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED).

1. The bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specification" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE

Geographical Area	Goals (Percent)
Statewide	6.9

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE

Geographical Area (By Counties)	Goals (Percent)
Lapeer, Livingston, Macomb, Oakland, St. Clair, Wayne	17.7
Sanilac	16.7

Saginaw	14.3
Genesee, Shiawassee	12.6
Muskegon, Oceana	9.7
Monroe	8.8
Washtenaw	8.5
Lenawee	7.3
Barry, Calhoun	7.2
Berrien, Cass, St. Joseph	6.2
Kalamazoo, VanBuren	5.9
Clinton, Eaton, Ingham, Ionia	5.5
Branch, Hillsdale	5.5
Alcona, Alpena, Arenac, Cheboygan, Chippewa, Glare, Crawford, Gladwin, Gratiot, Huron, Iosco, Isabella, Luce, Mackinac, Midland, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Tuscola	5.2
Kent, Ottawa	5.2
Jackson	5.1
Allegan, Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Newaygo, Osceola, Wexford	4.9
Bay	2.2
Gogebic, Ontonagon	1.2
Alger, Baraga, Delta, Dickinson, Houghton, Iron, Keweenaw, Marquette, Menominee, Schoolcraft	1.0

Timetable: UNTIL FURTHER NOTICE

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical

area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

CONTRACTOR SHALL COMPLY

3. The Contractor shall provide written notifications to the

Michigan Department of Transportation
Contracts Office
P.O. Box 3000
Lansing, Michigan 48909

and the

U.S. Department of Labor
ESA/OFCCP
477 Michigan Avenue, Room 611
Detroit, Michigan 48226

within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and

telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

NOTE: Notification to the OFCCP is required only for those projects located in the Counties of Macomb, Oakland and Wayne.

Form CC257, required by OFCCP, is available from the OFCCP Director.

For counties not listed above, it is not necessary to report on this project. However, the information should be maintained as it may be required at a later date.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the geographical area (state, county, and city) where the contract is being performed.

**STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY CONSTRUCTION CONTRACT
SPECIFICATIONS (EXECUTIVE ORDER 11246, AS
AMENDED).**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(II) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(III) Asian and Pacific Islanders (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(IV) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and time tables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs (7)(a) through (7)(p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress towards its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women, shall excuse the Contractor's obligations under these specifications, Executive Order 11246, as amended, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort

to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (7)(b) above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including a specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and

community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classification, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7)(a) through (p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7)(a) through (p) of these specifications, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunities and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

10. The Contractor shall not use the goals and time tables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, as least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application

of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

IV. MISCELLANEOUS CLAUSE REQUIREMENTS FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS UNLESS OTHERWISE INDICATED

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

A. Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21), as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Contractor shall provide all information and

reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor, State, or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it, the State, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
2. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take action with respect to any subcontract or procurement as the Sponsor, the State, or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

G. Breach of Contract Terms - Sanctions.

Contracts/Subcontracts shall contain such contractual provision or conditions which will allow for administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. A sample clause is:

"Any violation or breach of the terms of this contract on the part of Contractor/Subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of parties of this agreement."

H. Contract Termination (For Contracts In Excess of \$10,000). This contract may be terminated by the grantee for default or any other conditions or circumstances beyond the control of the Contractor. Termination conditions, the manner by which it will be affected, and the basis for settlement are included in the General Provisions for Construction of Airports.

I. Rights to Inventions - Materials (For Contracts or Agreements Involving Imported Products, Processes, Methods, etc.). All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the recipient of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor.

V. MINORITY BUSINESS ENTERPRISE.

It is the policy of the Michigan and Federal Departments of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the Minority Business Enterprise Requirements of 49 CFR Part 23 apply to this contract.

The Contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and

subcontracts financed in whole or in part with federal funds provided under this contract. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors and their Subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.

**VI. CLEAN AIR AND WATER POLLUTION CONTROL
REQUIREMENTS FOR ALL CONSTRUCTION
CONTRACTS AND SUBCONTRACTS EXCEEDING
\$100,000.**

Contractors and Subcontractors Agree:

A. That any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.

B. To comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations issued thereunder.

C. That as a condition for award of a contract they will notify the Awarding Official of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities.

D. To include or cause to be included in any contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

9002-003

FEDERAL WAGE RATES

NAME OF AIRPORT St. Clair County International Airport

LOCATION Port Huron, Michigan COUNTY St. Clair

PROJECT NO. 3-26-0080-0489 CONTRACT NO. FM 77-3-C42

DESCRIPTION OF CONTRACT Construct Parallel Taxiway to Runway 10/28

AIRPORT CONSTRUCTION

BUILDING CONSTRUCTION

MICHIGAN WAGE DECISION NO(S). MI89-7, DATED 1/6/89

MODIFICATIONS TO WAGE DECISION(S) (if any):

MOD. NO.	DATE	MOD. NO.	DATE
1	4/14/89		
2	5/19/89		
3	7/21/89		
4	10/20/89		



GENERAL WAGE DECISION NO. MI89-7

Supersedes General Wage Decision No. MI88-7

State: MICHIGAN

County(ies): STATEWIDE

Construction Type: AIRPORT, BRIDGE, HIGHWAY AND SEWER.

Construction Description: AIRPORT, BRIDGE, HIGHWAY, AND SEWER CONSTRUCTION (Exclusive of Buildings) (does not include TV/Grout work).

Modification Record:

No.	Publication Date	Page No.(s)
1	Apr. 14, 1989	500-520
2	May 19, 1989	512
3	July 21, 1989	500
4	Oct. 20, 1989	511,512



MI89-7

	BASIC HOURLY RATES	FRINGE BENEFITS
CARPENTERS	16.66	3.00
CEMENT MASONS:		
(Cement Masonry related to Highway, Road and Street Construction):		
General contracts over \$400,000:		
Area 1	17.94	2.62
Area 2	17.16	2.62
General contracts \$400,000 or less:		
Area 1	16.10	2.62
Area 2	13.63	2.62
General contracts \$50,000 or less:		
Area 1	16.10	2.62
Area 2	12.63	2.62
IRONWORKERS; STRUCTURAL & REINFORCING:		
AREA 1:		
General Contracts \$7 million or greater	17.17	5.90
General Contracts less than \$7 million	15.90	5.90
AREA 2:		
Machinery movers, riggers and machinery erectors	15.50	4.06
AREA 3	14.55	6.46
AREA 4:		
All work pertaining to metal fence and guard- rails and all it's accessories and related components on highway and airport	15.91	4.14
All other work	20.63	4.14
AREA 5:		
Machinery movers, riggers and machinery erectors	18.17	8.33
Ornamental & Structural	17.87	9.20
Reinforcing	14.68	11.23+ .64%
LINE CONSTRUCTION:		
AREA 1:		
Line worker; Technician	19.33	2.20 + 13.5%
Cable Splicer	20.14	2.20 + 13.5%
Combination Equipment Operator and Groundman	15.53	2.20 + 13.5%
Combination Driver - Ground Groundman	14.63	2.20 + 13.5%
Groundman	13.49	2.20 + 13.5%
AREA 2:		
Lineworker; Technician	16.60	1.25+ 8.5%+ A
Cable Splicer	17.28	1.25+ 8.5%+ A
Combination Digger Operator or Tractor Operator	12.93	1.25+ 8.5%+ A
Light Equipment Operator, Groundman Distribution Line Truck Driver/ Operator, Groundman	11.35	1.25+ 8.5%+ A
Combination Winch Truck Driver/ Groundman	10.82	1.25+ 8.5%+ A
Combination Truck Driver/Groundman	9.16	1.25+ 8.5%+ A



MI89-7

*PAINTERS:		
*AREA 1:		
Group 1	12.95	1.97
Group 2	13.20	1.97
Group 3	13.45	1.97
Group 4	13.95	1.97
*Group 5	17.05	3.80
Group 6	14.45	1.97
Group 7	15.75	1.97
AREA 2:		
Brush, pan roller, taping and sign	14.19	2.25
Spray, sand blasting and swing stage	15.39	2.25
Steeplejack	15.04	2.25
Mechanical roller	14.89	2.25
Vinyl hanger	14.39	2.25
AREA 3:		
Brush and roller	13.50	
Structural steel-brush; mechanical pressure roller; paperhanging; sign and pictorial; drywall	14.00	
Spray; sand blasting; hydroblast, steam clean, power grinders and tools	14.50	
Painting and sand blasting inside tanks and vessels and penstocks and tubes; steeplejack	15.50	
Commercial repaint:		
Brush	9.25	
Spray	9.75	
AREA 4	16.26	2.72
AREA 5:		
Brush	17.05	5.305
Spray	17.85	5.305
AREA 6:		
Brush and roller	14.50	2.96
Paper and vinyl hangers; Sand-blasting, steam cleaning & acid cleaning, swing stage, boatswain chair, window jacks, brush & preparatory work above 30 ft. in height (additional 10 cents per hour for each additional 15 ft.	14.80	2.96
Pressure roller	15.30	2.96
Spray gun work and spray helpers, pick pullers; Hazardous work: steeple jack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power-line towers and bridges	15.00	2.96
Application of paint by mitt	15.30	2.96
AREA 7:		
New construction:		
Brush, roller, mitts, drywall taping	14.18	3.01
Wall covering	14.48	3.01



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Spray, sandblast, swing stage, boatswain chair, spider; elevated water towers, radio towers, power line towers, steeples, smoke stacks, bridges over water or moving traffic and tanks over 40 ft.	14.93	3.01
Hazardous work	15.18	3.01
Repaint work:		
Brush, roller, mitts, drywall taping	12.76	3.01
Wall covering	13.06	3.01
Spray, sandblast, swing stage, boatswain chair, spider; elevated water towers, radio towers, power line towers, steeples, smoke stacks, bridges over water or moving traffic and tanks over 40 ft.	13.51	3.01
Hazardous work	13.76	3.01
AREA 8:		
Brush	15.65	2.81
Spray	16.55	2.81
AREA 9:		
Brush; Roller	14.01	
Sandblasting; Steamcleaning; Water-blasting; Spray	14.75	
FLAG & SIGNAL PERSON	7.22	
LABORERS: AIRPORT, BRIDGE, & HIGHWAY CONSTRUCTION:		
Pavement Markers:		
Area 1:		
Group 1	12.84	2.64
Group 2	9.82	2.64
Area 2:		
Group 1	11.94	2.64
Group 2	8.94	2.64
*LABORERS: AIRPORT, BRIDGE, & HIGHWAY CONSTRUCTION:		
General Contracts over \$400,000:		
*AREA 1:		
Class A	15.42	3.14
Class B	15.12	3.14
Class B-1	14.91	3.14
Class B-2	14.65	3.14
Class C	14.83	3.14
Class D	14.65	3.14
Class E	14.55	3.14
Class F	14.52	3.14
*AREA 2:		
Class A	14.51	3.14
Class B	14.17	3.14
Class B-1	14.30	3.14
Class B-2	14.04	3.14
Class C	13.95	3.14
Class D	13.95	3.14

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Class E	13.65	3.14
Class F	13.51	3.14
*AREA 2A:		
Class A	13.97	3.14
Class B	13.66	3.14
Class B-1	13.75	3.14
Class B-2	13.50	3.14
Class C	13.40	3.14
Class D	13.19	3.14
Class E	13.10	3.14
Class F	13.14	3.14
*AREA 3:		
Class A	13.81	3.14
Class B	13.38	3.14
Class B-1	13.76	3.14
Class B-2	13.53	3.14
Class C	13.32	3.14
Class D	13.03	3.14
Class E	12.89	3.14
Class F	12.82	3.14
AREA 3A:		
Class A	13.61	3.14
Class B	13.18	3.14
Class B-1	13.58	3.14
Class B-2	13.32	3.14
Class C	10.26	3.14
Class D	10.04	3.14
Class E	9.93	3.14
Class F	9.86	3.14
*AREA 4:		
Class A	13.81	3.14
Class B	13.38	3.14
Class B-1	13.76	3.14
Class B-2	13.53	3.14
Class C	11.32	3.14
Class D	11.03	3.14
Class E	10.89	3.14
Class F	10.82	3.14
General Contracts \$400,000 and less, but greater than \$50,000:		
*AREA 1:		
Class A	13.77	3.14
Class B	13.50	3.14
Class B-1	13.31	3.14
Class B-2	13.07	3.14
Class C	13.24	3.14
Class D	13.07	3.14
Class E	12.98	3.14
Class F	12.96	3.14



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*AREA 2:

Class A	11.39	3.14
Class B	11.12	3.14
Class B-1	11.22	3.14
Class B-2	11.01	3.14
Class C	10.94	3.14
Class D	10.75	3.14
Class E	10.70	3.14
Class F	10.59	3.14

*AREA 2A:

Class A	10.96	3.14
Class B	10.71	3.14
Class B-1	10.78	3.14
Class B-2	10.58	3.14
Class C	10.50	3.14
Class D	10.33	3.14
Class E	10.26	3.14
Class F	10.17	3.14

*AREA 3:

Class A	10.83	3.14
Class B	10.48	3.14
Class B-1	10.79	3.14
Class B-2	10.60	3.14
Class C	10.44	3.14
Class D	10.20	3.14
Class E	10.09	3.14
Class F	10.04	3.14

*AREA 3A:

Class A	10.67	3.14
Class B	10.32	3.14
Class B-1	10.64	3.14
Class B-2	10.44	3.14
Class C	10.26	3.14
Class D	10.04	3.14
Class E	9.93	3.14
Class F	9.86	3.14

*AREA 4:

Class A	11.81	3.14
Class B	11.38	3.14
Class B-1	11.76	3.14
Class B-2	11.53	3.14
Class C	11.32	3.14
Class D	11.03	3.14
Class E	10.89	3.14
Class F	10.82	3.14

General Contracts \$50,000 and less:

*AREA 1:

Class A	13.77	3.14
Class B	13.56	3.14
Class B-1	13.31	3.14

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Class B-2	13.07	3.14
Class C	13.24	3.14
Class D	13.07	3.14
Class E	12.98	3.14
Class F	12.96	3.14
*AREA 2:		
Class A	10.39	3.14
Class B	10.12	3.14
Class B-1	10.22	3.14
Class B-2	10.01	3.14
Class C	9.84	3.14
Class D	9.75	3.14
Class E	9.70	3.14
Class F	9.59	3.14
*AREA 2A:		
Class A	9.96	3.14
Class B	9.71	3.14
Class B-1	9.78	3.14
Class B-2	9.58	3.14
Class C	9.50	3.14
Class D	9.33	3.14
Class E	9.26	3.14
Class F	9.17	3.14
*AREA 3:		
Class A	9.83	3.14
Class B	9.48	3.14
Class B-1	9.79	3.14
Class B-2	9.60	3.14
Class C	9.44	3.14
Class D	9.20	3.14
Class E	9.09	3.14
Class F	9.04	3.14
*AREA 3A:		
Class A	9.67	3.14
Class B	9.32	3.14
Class B-1	9.64	3.14
Class B-2	9.44	3.14
Class C	9.26	3.14
Class D	9.04	3.14
Class E	9.93	3.14
Class F	9.86	3.14
*AREA 4:		
Class A	11.81	3.14
Class B	11.38	3.14
Class B-1	11.76	3.14
Class B-2	11.53	3.14
Class C	11.32	3.14
Class D	11.03	3.14
Class E	10.89	3.14
Class F	10.82	3.14



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LANDSCAPE LABORERS - HIGHWAY CONSTRUCTION
ORNAMENTAL PROJECTS ONLY (for sodding and
seeding, See Class F Laborer - Misc.,
Unskilled Labor)

AREA 1:		
Class A	9.25	I
Class B	7.17	I
AREA 2:		
Class A	8.83	I
Class B	6.75	I

*LABDRERS: TUNNEL, SHAFT & CAISSON
CONSTRUCTION:

General contracts over \$400,000:

*Zone 1:		
Class 1	14.12	4.84
Class 2	14.21	4.84
Class 3	14.27	4.84
Class 4	14.45	4.84
Class 5	14.69	4.84
Class 6	14.99	4.84
*Zone 2:		
Class 1	14.15	3.74
Class 2	14.21	3.74

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Class 3	14.29	3.74
Class 4	14.45	3.74
Class 5	14.69	3.74
Class 6	14.98	3.74
*Zone 3:		
Class 1	14.62	3.19
Class 2	14.71	3.19
Class 3	14.79	3.19
Class 4	14.95	3.19
Class 5	15.19	3.19
Class 6	15.48	3.19
General contracts \$400,000 or less:		
*Zone 1:		
Class 1	12.87	4.84
Class 2	12.96	4.84
Class 3	13.02	4.84
Class 4	13.20	4.84
Class 5	13.44	4.84
Class 6	13.74	4.84
*Zone 2:		
Class 1	12.15	3.74
Class 2	12.21	3.74
Class 3	12.29	3.74
Class 4	12.45	3.74
Class 5	12.29	3.74
Class 6	12.98	3.74
*Zone 3:		
Class 1	12.62	3.19
Class 2	12.71	3.19
Class 3	12.79	3.19
Class 4	12.95	3.19
Class 5	13.19	3.19
Class 6	13.48	3.19
POWER EQUIPMENT OPERATORS:		
AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION:		
ZONE 1:		
General contracts over \$400,000:		
CLASS 1	14.71	13%+ 5.00
CLASS 2	13.78	13%+ 5.00
CLASS 3	13.54	13%+ 5.00
CLASS 4	13.20	13%+ 5.00
General contracts \$400,000 or less:		
CLASS 1	13.82	13%+ 5.00
CLASS 2	12.89	13%+ 5.00
CLASS 3	12.45	13%+ 5.00
CLASS 4	12.32	13%+ 5.00
ZONE 2:		
General contracts over \$400,000		
CLASS 1	14.71	13%+ 5.00
CLASS 2	13.66	13%+ 5.00
CLASS 3	13.22	13%+ 5.00
CLASS 4	12.97	13%+ 5.00
General contracts \$400,000 or less		
CLASS 1	13.38	13%+ 5.00
CLASS 2	12.34	13%+ 5.00



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CLASS 3	11.89	13%+	5.00
CLASS 4	11.65	13%+	5.00
General contracts of \$50,000 or less:			
Group 1	12.50	13%+	5.00
Group 2	11.45	13%+	5.00
Group 3	11.01	13%+	5.00
Group 4	10.76	13%+	5.00
POWER EQUIPMENT OPERATORS:			
UNDERGROUND CONSTRUCTION:			
General contracts over \$400,000			
Zone 1:			
Class 1	15.46	4.35 +	13%
Class 2	15.08	4.35 +	13%
Class 3	14.43	4.35 +	13%
Class 4	13.93	4.35 +	13%
Zone 2:			
Class 1	13.95	4.35 +	13%
Class 2	13.42	4.35 +	13%
Class 3	12.98	4.35 +	13%
Class 4	12.73	4.35 +	13%
General contracts \$400,000 or less:			
Zone 1:			
Class 1	14.58	4.35 +	13%
Class 2	14.19	4.35 +	13%
Class 3	13.55	4.35 +	13%
Class 4	13.04	4.35 +	13%
Zone 2:			
Class 1	12.62	4.35 +	13%
Class 2	12.10	4.35 +	13%
Class 3	11.65	4.35 +	13%
Class 4	11.41	4.35 +	13%
POWER EQUIPMENT OPERATORS:			
STEEL ERECTION:			
ZONE 1:			
CLASS 1	18.83	5.00 +	13%
CLASS 2	19.72	5.00 +	13%
CLASS 3	18.59	5.00 +	13%
CLASS 4	19.48	5.00 +	13%
CLASS 5	18.59	5.00 +	13%
CLASS 6	19.48	5.00 +	13%
CLASS 7	17.95	5.00 +	13%
CLASS 8	18.83	5.00 +	13%
CLASS 9	17.63	5.00 +	13%
CLASS 10	18.51	5.00 +	13%
CLASS 11	17.15	5.00 +	13%
CLASS 12	13.29	5.00 +	13%
CLASS 13	12.18	4.85 +	13%
ZONE 2:			
CLASS A	18.10	5.00	
CLASS B	17.85	5.00	
CLASS C	17.35	5.00	
CLASS D	15.25	5.00	
CLASS E	13.90	5.00	
CLASS F	12.60	5.00	



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ZONE 3:		
GROUP 1	14.17	4.30+ 13%
GROUP 2	12.44	4.30+ 13%
GROUP 3	11.34	4.30+ 13%
SIGN INSTALLERS:		
Zone 1:		
General contracts over \$400,000:		
Group 1	14.0575	131.70
Group 2	13.8075	131.70
General contracts of \$400,000 or less:		
Group 1	12.8075	131.70
Group 2	12.5575	131.70
Zone 2:		
General contracts over \$400,000:		
Group 1	16.0375	131.70
Group 2	12.8175	131.70
General contracts of \$400,000 or less:		
Group 1	10.5675	131.70
Group 2	10.3175	131.70
General contracts of \$50,000 or less:		
Group 1	10.0675	131.70
Group 2	9.8175	131.70
*TRUCK DRIVERS:		
AIRPORT, BRIDGES, & HIGHWAY CONSTRUCTION:		
General contracts over \$400,000		
*Zone 1:		
CLASS 1	15.93	.50 + C
CLASS 2	16.03	.50 + C
CLASS 3	16.18	.50 + C
*Zone 2:		
CLASS 1	15.83	.50 + C
CLASS 2	15.83	.50 + C
CLASS 3	16.08	.50 + C
General contracts \$400,000 or less:		
* Zone 1:		
CLASS 1	14.68	.50 + C
CLASS 2	14.78	.50 + C
CLASS 3	14.93	.50 + C
*Zone 2:		
CLASS 1	13.33	.50 + C
CLASS 2	13.43	.50 + C
CLASS 3	13.58	.50 + C
General contracts \$50,000. or less:		
*Zone 1:		
CLASS 1	12.93	.50 + C
CLASS 2	13.03	.50 + C
CLASS 3	13.18	.50 + C
*Zone 2:		
CLASS 1	12.83	.50 + C
CLASS 2	12.93	.50 + C
CLASS 3	13.08	.50 + C



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***TRUCK DRIVERS:**

UNDERGROUND CONSTRUCTION

***Zone 1:**

General contracts over \$400,000:

Group 1	15.77	3.29
Group 2	15.91	3.29
Group 3	16.10	3.29

General contracts of \$400,000 or less:

Group 1	14.52	3.29
Group 2	14.66	3.29
Group 3	14.85	3.29

***Zone 2:**

General contracts over \$400,000:

Group 1	15.67	3.29
Group 2	15.81	3.29
Group 3	15.92	3.29

General contracts of \$400,000 or less:

Group 1	13.17	3.29
Group 2	13.31	3.29
Group 3	13.42	3.29

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

***FOOTNOTES:**

A. SEVEN PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day (Provided the employee worked the scheduled work day preceding and following the day observed)

B. \$99.50 per week per employee

*C. \$145.70 per week per employee

D. \$65.00 per week per employee

E. \$89.50 per week per employee

F. \$76.50 per week per employee

G. \$98.50 per week per employee

H. \$80.50 per week per employee

I. Six Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

AREA DESCRIPTIONS

CEMENT MASONS:

AREA 1: Genesee, Livingston, Macomb, Monroe, Oakland, Saginaw, Washtenaw, and Wayne Counties

AREA 2: Remainder of State

IRONWORKERS:

- AREA 1: Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, and Schoolcraft Counties
- AREA 2: Allegan, Antrim, Barry, Benzie, Branch, Calhoun, Charlevoix, Eaton, Emmet, Grand Traverse, Hillsdale, Ionia, Kalamazoo, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Ottawa, St. Joseph, Van Buren, and Wexford Counties
- AREA 3: Berrien and Cass Counties
- AREA 4: Lenawee and Monroe Counties
- AREA 5: Remainder of State

LABORERS: AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION

LABORERS: PAVEMENT MARKERS:

- AREA 1: Lenexee, Macomb, Monroe, Oakland, Washtenaw and Wayne Counties
- AREA 2: Remainder of State

LABORERS: AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION

- AREA 1: Genesee, Macomb, Monroe, Oakland, Washtenaw, and Wayne Counties
- AREA 2: Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Lapeer, Lenawee, Livingston, Midland, Muskegon, Saginaw, Shiawassee, St. Clair, St. Joseph, Tuscola, and Van Buren Counties
- AREA 2A: Ionia, Kent, Montcalm, and Ottawa Counties
- AREA 3: Alcona, Alger, Alpena, Antrim, Arenac, Baraga, Benzie, Charlevoix, Cheboygan, Chippewa, Clare, Crawford, Delta, Dickinson, Emmet, Gladwin, Gogebic, Grand Traverse, Houghton, Iosco, Iron, Isabella, Kalkaska, Keweenaw, Lake, Leelanau, Luce, Mackinac, Manistee, Marquette, Mason, Menominee, Missaukee, Montmorency, Newaygo, Oceana, Ogemaw, Ontonagon, Oscoda, Otsego, Presque Isle, Roscommon, Schoolcraft and Wexford Counties
- AREA 4: Mecosta and Osceola Counties

LABORERS: LANDSCAPE LABORERS

- AREA 1: Genesee, Lapeer, Livingston, Macomb, Monroe, Oakland, St. Clair, Shiawassee, Washtenaw and Wayne Counties
- AREA 2: Remainder of State



LABORERS: TUNNEL, SHAFT & CAISSON CONSTRUCTION:

- Area 1: Macomb, Oakland and Wayne Counties
- Area 2: Genesee, Lapeer & Shiawassee Counties
- Area 3: Remainder of State

LINE CONSTRUCTION:

- AREA 1: Huron County, Ingham County (Twps. of Leroy, Locke, Wheatfield, White Oak and Williamson), Lapeer County, Lenawee County (Twps. of Clinton and Macon), Livingston County (Except the Twps. of Cohoctah, Deerfield, Tyrone, and Unadilla), Macomb County, Monroe County (Except the Twps. of Bedford, Erie, LaSalle, and Whiteford), Oakland County (Except the Twp. of Holly), St. Clair, Sanilac, and Tuscola Counties, Washtenaw County (Except the Twps. of Lyndon, Manchester, Sharon, and Sylvan), and Wayne County
- AREA 2: Remainder of State

PAINTERS:

- AREA 1: Allegan County (Twps. of Dohr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterrey, Overisel, Salem, Saugatuck and Wayland); Ionia County (Twps. of Berlin, Boston, Campbell, Easton, Ionia, Keene, Odessa, Orange, Orleans, Otisco, Ronald and Sebewa), Kent, Mecosta and Montcalm Counties; Newaygo County (Twps. of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcos); Osceola County (except the twps. of Marrison and the northeastern corners of Highland and Middle Branch); Ottawa County (Twps. of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland)
- AREA 2: Allegan County (Southeast half), Barry County (Southwest half), Cass County (East half), Kalamazoo, St. Joseph Cos., Van Buren Co. (East half)
- AREA 3: Benzie, Lake, Manistee and Mason Cos.
- AREA 4: Huron Co. (East Half), St. Clair and Sanilac Cos.
- AREA 5: Hillsdale, Jackson, Lenawee Counties: Livingston County (east of Howell City Limits, south to Washtenaw County line and north to Genesee County line); Macomb, Monroe, Oakland, Washtenaw and Wayne Counties.
- AREA 6: Genesee, Lapeer and Shiawassee Counties
- AREA 7: Arenac, Bay, Clare, Gladwin, Gratiot Counties; Huron County (west half); Iosco, Isabella, Midland, Ogemaw Counties; Osceola County (north of Hwy. #10); Roscommon, Saginaw and Tuscola Counties



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AREA 8: Clinton County, Ingham County, Ionia County (including the Cities of Lyons, Muir and Portland); Livingston County (including Howell)

AREA 9: Alcona, Alpena, Cheboygan, Emmet, Montmorency, Oscoda and Presque Isle Counties

POWER EQUIPMENT OPERATORS:

AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION:

ZONE 1: Genesee, Macomb, Monroe, Oakland, Washtenaw, and Wayne Counties

ZONE 2: Remainder of State

POWER EQUIPMENT OPERATORS:

UNDERGROUND CONSTRUCTION:

Zone 1: Bay, Branch, Calhoun, Clinton, Eaton, Genesee, Gratiot, Hillsdale, Huron, Ingham, Jackson, Lapeer, Lenawee, Livingston, Macomb, Midland, Monroe, Oakland, Saginaw, Sanilac, Shiawassee, St. Clair, Tuscola, Washtenaw, Wayne Counties

Zone 2: Remainder of State

POWER EQUIPMENT OPERATORS:

STEEL ERECTION:

Zone 1: Lenawee, Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties

Zone 2: Remainder of State

Zone 3: Alger, Beraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties

SIGN INSTALLER:

Zone 1: Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne Counties

Zone 2: Remainder of State

TRUCK DRIVERS:

AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION:

Zone 1: Genesee, Livingston, Macomb, Monroe, Oakland, Washtenaw, and Wayne Counties

Zone 2: Remainder of State

TRUCK DRIVERS:

UNDERGROUND CONSTRUCTION:

Zone 1: Genesee, Macomb, Monroe, Oakland, St. Clair, Washtenaw and Wayne Counties

Zone 2: Lapeer and Shiawassee Counties

DEFINITION OF GROUPS

LABORERS: AIRPORT, BRIDGE, & HIGHWAY CONSTRUCTION

LABORERS: PAVEMENT WORK

GROUP 1: Pavement Markers

GROUP 2: Cone Setters



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LABORERS: AIRPORT, BRIDGE, & HIGHWAY CONSTRUCTION

CLASS A - Line-Form Setter for curb or pavement

CLASS B - Pipe Layer, Oxygen Gun

CLASS B-1 - Asphalt Raker

CLASS B-2 - Asphalt Tamper and Asphalt Raker Helper

CLASS C - Tunnel Miner (highway work only), Finishers Tender, Guard Rail Builder, Highway and Median Barrier Installer (including sound barrier and crash barrier), Fence Erector, Bottom, Powder, Wagon Drill and Air Track Operators, Curb and Side Rail Setters' Helpers, Diamond and Core Drill

CLASS D - Mixer Operator (less than 5 sacks), Air or Electric tool operators (jackhammer, etc.), Spreader, Box (asphalt, stone, gravel etc.) Concrete Paddler, Power Chain Saw Operator, Paving Batch Truck Dumper, Asphalt Screed Checker, Grade Checker and Tunnel Mucker (highway work only), Concrete Saw (under 40 h.p.), and Dry Pack Machine.

CLASS E - Cement Handler or Dock, Top, Asphalt Dust Handler.

CLASS F - Asphalt Shoveler or Loader, Asphalt Plant Misc., Axe, Batch Bin (no power), Burlap, Carpenter's Helper, Subgrade Labor (hand tools), Yard, Guard Rail Builder's Helper; Highway and Median Barrier Installer's Helper, Fence Erector's Helper, Dumper (wagon, truck, etc.), Jetting Labor Joint Filling Labor, Misc. Unskilled Labor, Powder Monkey (helper), Sprinkler Labor, Form Setting Labor, Pavement Reinforcing, Handling and placing (e.g. wire mesh, steel mats, dowel bars, etc.), Mason's or Bricklayer's Tender on Manholes, Headwalls, etc., water proofing, seal coating and Slurry Mix.

LABORERS: LANDSCAPE LABORERS:

CLASS A: Landscape specialist, including air, gas, diesel, electric tool and/or equipment

CLASS B: Landscape laborer, truck driver, materials haulers, and small power equipment

LABORERS: TUNNEL, SHAFT & CAISSON CONSTRUCTION

CLASS 1 - Tunnel, Shaft and Caisson Laborer, Dump, Shanty, Hog House Tender, Testing (on gas).

CLASS 2 - Manhole, Headwall, Catch Basin Builder, Bricklayer Tender, Mortar Machine, Material Mixer, Fence Erector and Guard Rail Builder



MI89-7

- CLASS 3 - Air Tool Operator (jackhammer, bush hammer & grinding), First bottom, Second Bottom, Cage Tender, Car Pusher, Carrier, Concrete, Concrete Form, Concrete Repair, Cement Invert Laborer, Cement Finisher, Concrete Shoveler, Conveyor, Floor, Gasoline and Electric Tool Operator, Gunnite, Grout Operator, Pump, Outside Lock Tender, Scaffold, Top Signal, Switch, Track, Tugger, Vibrator, Winch Operator, Pipe Jacking, Boring, Wagon Drill, Air Track Operator and Concrete Saw Operator, (under 40 h.p.).
- CLASS 4 - Tunnel, Shaft and Caisson Mucker, Bracer, Liner Plate, Long Haul Dinky Driver and Well Point.
- CLASS 5 - Tunnel, Shaft and Caisson Miner, Drill runner, Key Board Operator, Power Knife Operator, Reinforced Steel or Mesh (e.g. wire mesh steel dowel bars, etc.).
- CLASS 6 - Dynamite and Powder.

PAINTERS:

Area 1:

- Group 1: Brush
- Group 2: Paperhanging - wall coverings; Drywall finishers
- Group 3: Swing stage, window jack, and window belts
- Group 4: Spray decks
- Group 5: Bridges over highways or railroads; Steam cleaning, sandblasting, waterblast; Bridge work over rivers or lakes
- Group 6: Spray - pressure roller
- Group 7: Steeple jack or high work - 40 feet

POWER EQUIPMENT OPERATORS:

AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION

ZONES 1 & 2:

- CLASS 1 - Asphalt Plant Operator, Crane Operator, Dragline, Shovel Operator, Locomotive Operator, Paver (5 bags or more), Elevating Grader Operator, Pile Driving Operator, Roller (asphalt), Blade Grader Operator, Trenching Machine, (ladder or wheel type), Auto-Grader, Slip Form Paver, Self-Propelled or Tractor Drawn Scraper, Conveyor Loader Operator (euclid type), Endloader Operator, (1 yd. capacity or over), Bulldozer, Concrete Pump (3" and over), Swing Boom Truck (up to 12 ton capacity), Hoisting Engineer, Tractor Operator, Finishing Machine, Asphalt Mechanic, Pump Operator (6" discharge or over, gas, diesel powered or generator of 300 amp or over), Shoulder or Gravel Distributing, Machine Operator (self-propelled), Backhoe (with over 3/8 yard bucket), Side Boom Tractor (type D-4 equivalent or larger), Tube Finisher (slip form paving), Gradall (and similar type machines), Asphalt Paver (self-propelled), Asphalt Planer (self-propelled), Batch Plant (Concrete-central mix, transit mix, shrink mix), Slurry Machine (asphalt), Roto Mill.
- CLASS 2 - Sweeper (Wayne type & similar equipment), Screening Plant Operator, Washing Plant Operator, Crusher, Backhoe (with 3/8 yard bucket or less), Side Boom Tractor (smaller than D-4 type or equivalent), Batch Plant (concrete-dry mix).
- CLASS 3 - Air Compressor Operator (600 cfm or more), Air Compressor (2 or more, less than 600 cfm), Wagon Drill Operator, Concrete Breaker, Tractor Operator (Farm type w/ attachments).



M189-7

CLASS 4 - Boiler Firetender, Oiler, Firetender, Mechanic's Helper, Trencher (service Flexplane Operator, Cleftplane Operator, Grader (Self-propelled Fine Grade or Form (concrete)), Finishing Machine (concrete), Boom or Winch Truck Operator, Concrete Pump (under 3'), Mesh Installer (self-propelled), Endloader (under 1 yard capacity), Roller Operator (other than asphalt), Curing Equipment (self-propelled), Concrete Saw Operator (40 h.p. or over), Power Bin Operator, Plant Drier (asphalt), Vibratory Compaction Equipment (6 ft. wide or over), Guard Post Driver (power driven), All Mulching Equipment, Stump Remover, Farm Type Tractor Operator.

POWER EQUIPMENT OPERATORS: UNDERGROUND CONSTRUCTION
UNDERGROUND CONSTRUCTION:

ZONES 1 & 2:

- Class I: Backfiller Tamper, Backhoe, Batch Plant Operator (concrete), Clamshell, Concrete Paver (two drum or larger), Conveyor Loader (euclid type), Crane (crawler, truck type or pile driving), Dozer (9 ft. blade and over), Dragline, Elevating Grader, Endloader (over 1 1/2 cubic yds. capacity), Gradall (and similar type equipment), Mechanic, Power Shovel, Roller (asphalt), Scraper (self-propelled or tractor drawn), Side Boom Tractor (type D-4 or equivalent and larger), Slip Form Paver, Slope Paver, Trencher (over 8 ft. digging capacity), Well Drilling Rig
- Class II: Boom Truck (power swing type boom), Crusher, Dozer (less than 9 ft. blade), Endloader (1 1/2 cubic yds. capacity and smaller), Hoist, Pump (one or more - 6 in. discharge or larger - gas or diesel powered or powered by generator of 300 amps or more inclusive of generator), Side Boom Tractor (smaller than type D-4 or equivalent), Sweeper (Wayne type and similar equipment), Tractor (pneu-tired, other than backhoe or front end loader), Trencher (8 ft. digging capacity)
- Class III: Air Compressors (600 cfm or larger), Air Compressors (two or more - less than 600 cfm), Boom Truck (non-swinging, non-powered type boom), Concrete Breaker (self-propelled or truck mounted - includes compressor), Concrete Paver (one drum 1-1/2 yd. or larger), Elevator (other than passenger), Maintenance Man, Mechanic Helper, Pump (two or more - 4 in. up to 6 in. discharge - gas or diesel powered - excluding submersible pumps, Pumpcrete Machine (and similar equipment), Wagon Drill (multiple), Welding Machine or Generator (two or more 300 amp. or larger/gas or diesel powered)
- Class IV: Boiler, Concrete Saw (40 h.p. or over), Curing Machine (self-propelled), Farm Tractor (with attachment), Finishing Machine (concrete), Firetender, Hydraulic Pipe Pushing Machine, Mulching Equipment, Oiler, Pumps (two or more up to 4 in. discharge if used three hours or more a day - gas or diesel powered excluding submersible pumps), Roller (other than asphalt), Stump Remover, Trencher (service), Vibrating Compaction Equipment (self-propelled, 6 ft. wide or over)



MI89-7

POWER EQUIPMENT OPERATORS:
STEEL ERECTION

ZONE 1:

- Group 1: Crane operator when operating combination of boom and jib 220' or longer
- Group 2: Crane operator when operating combination of boom and jib 220' or longer on a Crane that requires an Oiler
- Group 3: Crane operator when operating combination of boom and jib 140' or longer
- Group 4: Crane operator when operating combination of boom and jib 140' or longer on a Crane that requires an Oiler
- Group 5: Tower Crane and derrick operator (where operator's work station is 50 ft. or more above first sub-level)
- Group 6: Tower Crane and derrick operator (where operator's work station is 50 ft. or more above the first sub-level) on a crane that requires an Oiler
- Group 7: Crane operator when operating combination of boom and jib 120' or longer
- Group 8: Crane operator when operating combination of boom and jib 120' or longer on a Crane that requires an Oiler
- Group 9: Crane operator and job mechanic
- Group 10: Crane operator on a crane that requires an Oiler
- Group 11: Hoisting operator
- Group 12: Compressor and/or welder operator
- Group 13: Oiler or firetender

ZONE 2:

- CLASS A - Crane Operator with main Boom & Jib 220' or longer
- CLASS B - Crane Operator with main Boom & Jib 140' or longer, Tower Cranes, Gantry Cranes, Whirley Derrick.
- CLASS C - Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Job Mechanic.
- CLASS D - Air Tugger (single drum), Material Hoist, Pump (6" or over).
- CLASS E - Air Compressor, Welder, Generators, Conveyors.
- CLASS F - Oiler and Firetender.

SIGN INSTALLERS:

Zone 1 & 2:

- CLASS A - Performs all necessary labor uses all tools required to construct & set concrete forms required in the installation of highway & street signs
- CLASS B - Performs all miscellaneous labor, uses all hand and power tools, & operates all other equipment, mobile or otherwise, required for the installation of highway & street signs

TRUCK DRIVERS: HIGHWAY, AIRPORT, & BRIDGE CONSTRUCTION
AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION:

Zones 1 & 2:

- CLASS 1 - Truck Drivers (less than 8 cyd capacity).
- CLASS 2 - Truck Drivers (8 cyd Capacity or over).
- CLASS 3 - Drivers (Euclid type equipment).



MI89-7

TRUCK DRIVERS:

UNDERGROUND CONSTRUCTION:

Zones 1 & 2:

CLASS 1 - Truck Drivers on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, euclid, double bottom or fuel trucks.)

CLASS 2 - Truck Drivers of Dump Trucks of 8 cubic yards capacity or over, Pole Trailers, Semis & Fuel Trucks.

CLASS 3 - Truck Drivers on Low Boys, Euclid & Double Bottoms

Zone 4:

CLASS 1 - Truck Drivers (Straight & dump trucks less than 8 cubic yards capacity.)

CLASS 2 - Dump Trucks (8 cubic yards capacity & over), Tandem Axle & Semis.

Zone 5:

CLASS 1 - Truck Drivers on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers & double bottoms.)

CLASS 2 - Truck Drivers on Dump Trucks of 8 cubic yards capacity or over & Pole Trailers.

CLASS 3 - Low Boys & Double Bottoms.

CLASS 4 - Structural Steel Driver.

Zone 7:

CLASS 1 - Truck Drivers.

CLASS 2 - Yard

CLASS 3 - Truck Drivers on trucks 8 cubic yards capacity or over, Mechanics.

CLASS 4 - Semi Driver.

Zone 8:

CLASS 1 - Straight or Dump Drivers.

CLASS 2 - Semi &/or Double Bottoms.

Zone 9:

CLASS 1 - Truck Drivers (less than 8 cubic yards capacity).

CLASS 2 - Truck Drivers (8 cubic yards capacity & over.)

CLASS 3 - Drivers (Euclid type equipment.)

Zone 10:

CLASS 1 - Truck Drivers & General Warehouse Combination.

CLASS 2 - Tandem Trucks & Trucks capacity 8 cubic yards or over

CLASS 3 - Semis, Double Bottoms, Low Boys, Pitman Operators and/or related equipment.

CLASS 4 - Euclid type, Bottom & End Dump Drivers.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(11)).

(Apr. 14, 1989)

1383 (7/84)

This information required
by Act 327 of 1945
in order to obtain
surety guarantee.

MICHIGAN DEPARTMENT OF TRANSPORTATION

MICHIGAN AERONAUTICS COMMISSION

AIRPORT PROGRAM

BONDS

St. Clair County International

FM 77-3-C42-30545 A

3-26-0080-0489

(Airport Name)

(State Contract No.)

(Federal Project No.)

BOND NO. 115473

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Earthwork Engineers, Inc.

a Michigan Corporation

as principal, and North American Specialty Insurance Company

as surety, are held and firmly bound unto the County of St. Clair and the Michigan Department of Transportation for the Michigan Aeronautics Commission, as agent, in the penal sum of FIVE HUNDRED SEVENTY FIVE THOUSAND ELEVEN dollars,

lawful money of the United States, to be paid to the said County of St. Clair and the Michigan Department of Transportation for the agent or to their certain attorney or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 26th day of March, A. D. 19 90

The condition of this obligation is such that if the above named principal shall and will, well and faithfully, and fully, do, execute and perform the contract to which this bond is attached, according to the terms and conditions thereof, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Earthwork Engineers, Inc. Principal.
a Mich. Corp.

By [Signature]

By [Signature]

By [Signature]

North American Specialty Insurance Company Surety.

By [Signature]
Denise A. Madden, Attorney-in-fact

NOTE - If the Principal is a co-partnership, each member must sign these bonds. If the principal is a corporation, evidence of the authority of officer signing must be attached or be on file with the Michigan Department of Transportation. The Surety Company shall attach, or have on file with the Michigan Department of Transportation, a valid power of attorney of person or persons executing bond for the Company.

Commission Received by: Stirling, Ferguson & Valenti, Inc.
6054 Livernois Troy, Mich 48098

ADDRESS ALL CORRESPONDENCE TO:
North American Specialty Ins. Co.
19800 Detroit Road
Cleveland, OH 44116
(216) 356-2100

St. Clair County International

FM 77-3-C42-30545 A

3-26-0080-0489

(Airport Name)

(State Contract No.)

(Federal Project No.)

BOND NO. 115473

LIEN BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Earthwork Engineers, Inc.
a Michigan Corporation

as principal, and North American Specialty Insurance Company,

as surety, are held and firmly bound unto the People of the State of Michigan and County of St. Clair

, Michigan as obligee, in the sum of ----FIVE HUNDRED SEVENTY FIVE

THOUSAND ELEVEN----- dollars, lawful money of the United States to be paid to the said People of the State of Michigan, or to its assigns, or to any person, firm or corporation who may furnish labor, material, supplies for equipment, for camp or construction, and equipment on a rental basis, on account of and actually used in the performance of the contract hereinafter mentioned, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns and each and every one of them firmly by these presents.

Sealed with our seals and dated this 26th day of March, A. D. 19 90

The condition of this obligation is such that if there shall be paid, as the same may become due and payable, all indebtedness which may arise from said principal to a sub-contractor or to any person, firm or corporation on account of any labor, material, supplies for equipment, for camp or construction, and rental of equipment, furnished and actually used in the performance of the contract to which this bond is attached, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Earthwork Engineers, Inc. Principal.
a Mich. Corp.

By J. M. Taylor

By J. M. Taylor

By J. M. Taylor

North American Specialty Insurance Company Surety.

By Denise A. Madden

Denise A. Madden, Attorney-in-fact

ADDRESS ALL CORRESPONDENCE TO:
North American Specialty Ins. Co.
19800 Detroit Road
Cleveland, OH 44116
(216) 356-2100

St. Clair County International
(Airport Name)

FM 77-3-C42-30545 A
(State Contract No.)

3-26-0080-0489
(Federal Project No.)

ENDORSEMENT

The provisions of the foregoing lien bond shall also apply to the indebtedness described therein in cases in which notice of reliance on the security of the bond is not furnished within the time period provided in Act 213 PA 1963, as amended, provided such notice is furnished within 60 days after final acceptance of the above described project by the owner or its authorized representative. Nothing in this endorsement shall be construed so as to limit or narrow the coverage provided for in said lien bond.

Earthwork Engineers, Inc. Principal.
a Mich. Corp.

By M. G. Taylor

By M. G. Taylor

By M. G. Taylor

North American Specialty Insurance Company Surety.

By Denise A. Madden
Denise A. Madden, Attorney-in-fact

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT THE NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, has made, constituted and appointed, and by these presents does make, constitute and appoint

D.A. VALENTI, ROBERT TROBEC, STEPHEN E. SCHURR, DENISE A. MADDEN

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf and as its act and deed bonds or other writings obligatory in the nature of a bond on behalf of said Company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed in the amount of

ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) DOLLARS

The Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of North American Specialty Insurance Company at a meeting duly called and held on the 24th of April, 1985.

"RESOLVED, that the President, and Vice President, any Assistant Vice President or any Secretary be and each or any of them hereby is authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of North American Specialty Insurance Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach thereto the seal of the Company," and

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In Witness Whereof, North American Specialty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by one of its Vice Presidents on the 30th of June, 1988.

BY Alexander D. Hahn
Alexander D. Hahn, President



BY Alan K. Shoop
Alan K. Shoop, Vice President

State of Ohio ss:
County of Cuyahoga

On this June 30, 1988, before me, a Notary Public, personally appeared Alexander D. Hahn and Alan K. Shoop who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of said NORTH AMERICAN SPECIALTY INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of the corporation.

My commission does not expire
Sec. 147.03 Ohio Revised Code



Ronald H. Lasko
Ronald H. Lasko, Notary Public

I, Robert M. Mangino, Secretary of NORTH AMERICAN SPECIALTY INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney by said NORTH AMERICAN SPECIALTY INSURANCE COMPANY, which is still in full force and effect. IN WITNESS WHEREOF,

I hereunto set my hand and affixed the seal of said Company this 26th day of March, 1988



Robert M. Mangino
Robert M. Mangino, Secretary



MI89-7

CLASS 4 - Boiler Firetender, Oiler, Firetender, Mechanic's Helper, Trencher (service Flexplane Operator, Cleftplane Operator, Grader (Self-propelled Fine Grade or Form (concrete)), Finishing Machine (concrete), Boom or Winch Truck Operator, Concrete Pump (under 3"), Mesh Installer (self-propelled), Endloader (under 1 yard capacity), Roller Operator (other than asphalt), Curing Equipment (self-propelled), Concrete Saw Operator (40 h.p. or over), Power Bin Operator, Plant Drier (asphalt), Vibratory Compaction Equipment (6 ft. wide or over), Guard Post Driver (power driven), All Mulching Equipment, Stump Remover, Farm Type Tractor Operator.

POWER EQUIPMENT OPERATORS: UNDERGROUND CONSTRUCTION
UNDERGROUND CONSTRUCTION:

ZONES 1 & 2:

Class I: Backfiller Tamper, Backhoe, Batch Plant Operator (concrete), Clamshell, Concrete Paver (two drum or larger), Conveyor Loader (euclid type), Crane (crawler, truck type or pile driving), Dozer (9 ft. blade and over), Dragline, Elevating Grader, Endloader (over 1 1/2 cubic yds. capacity), Gradall (and similar type equipment), Mechanic, Power Shovel, Roller (asphalt), Scraper (self-propelled or tractor drawn), Side Boom Tractor (type D-4 or equivalent and larger), Slip Form Paver, Slope Paver, Trencher (over 8 ft. digging capacity), Well Drilling Rig

Class II: Boom Truck (power swing type boom), Crusher, Dozer (less than 9 ft. blade), Endloader (1 1/2 cubic yds. capacity and smaller), Hoist, Pump (one or more - 6 in. discharge or larger - gas or diesel powered or powered by generator of 300 amps or more inclusive of generator), Side Boom Tractor (smaller than type D-4 or equivalent), Sweeper (Wayne type and similar equipment), Tractor (pneu-tired, other than backhoe or front end loader), Trencher (8 ft. digging capacity)

Class III: Air Compressors (600 cfm or larger), Air Compressors (two or more - less than 600 cfm), Boom Truck (non-swinging, non-powered type boom), Concrete Breaker (self-propelled or truck mounted - includes compressor), Concrete Paver (one drum 1-1/2 yd. or larger), Elevator (other than passenger), Maintenance Man, Mechanic Helper, Pump (two or more - 4 in. up to 6 in. discharge - gas or diesel powered - excluding submersible pumps, Pumpcrete Machine (and similar equipment), Wagon Drill (multiple), Welding Machine or Generator (two or more 300 amp. or larger/gas or diesel powered)

Class IV: Boiler, Concrete Saw (40 h.p. or over), Curing Machine (self-propelled), Farm Tractor (with attachment), Finishing Machine (concrete), Firetender, Hydraulic Pipe Pushing Machine, Mulching Equipment, Oiler, Pumps (two or more up to 4 in. discharge if used three hours or more a day - gas or diesel powered excluding submersible pumps), Roller (other than asphalt), Stump Remover, Trencher (service), Vibrating Compaction Equipment (self-propelled, 6 ft. wide or over)



MI89-7

- CLASS 3 - Air Tool Operator (jackhammer, bush hammer & grinding), First bottom, Second Bottom, Cage Tender, Car Pusher, Carrier, Concrete, Concrete Form, Concrete Repair, Cement Invert Laborer, Cement Finisher, Concrete Shoveler, Conveyor, Floor, Gasoline and Electric Tool Operator, Gunnite, Grout Operator, Pump, Outside Lock Tender, Scaffold, Top Signal, Switch, Track, Tugger, Vibrator, Winch Operator, Pipe Jacking, Boring, Wagon Drill, Air Track Operator and Concrete Saw Operator. (under 40 h.p.).
- CLASS 4 - Tunnel, Shaft and Caisson Mucker, Bracer, Liner Plate, Long Haul Dinky Driver and Well Point.
- CLASS 5 - Tunnel, Shaft and Caisson Miner, Drill runner, Key Board Operator, Power Knife Operator, Reinforced Steel or Mesh (e.g. wire mesh steel dowel bars, etc.).
- CLASS 6 - Dynamite and Powder.

PAINTERS:

Area 1:

- Group 1: Brush
- Group 2: Paperhanging - wall coverings; Drywall finishers
- Group 3: Swing stage, window jack, and window belts
- Group 4: Spray decks
- Group 5: Bridges over highways or railroads; Steam cleaning, sandblasting, waterblast; Bridge work over rivers or lakes
- Group 6: Spray - pressure roller
- Group 7: Steeple jack or high work - 40 feet

POWER EQUIPMENT OPERATORS:

AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION

ZONES 1 & 2:

- CLASS 1 - Asphalt Plant Operator, Crane Operator, Dragline, Shovel Operator, Locomotive Operator, Paver (5 bags or more), Elevating Grader Operator, Pile Driving Operator, Roller (asphalt), Blade Grader Operator, Trenching Machine, (ladder or wheel type), Auto-Grader, Slip Form Paver, Self-Propelled or Tractor Drawn Scraper, Conveyor Loader Operator (euclid type), Endloader Operator, (1 yd. capacity or over), Bulldozer, Concrete Pump (3" and over), Swing Boom Truck (up to 12 ton capacity), Hoisting Engineer, Tractor Operator, Finishing Machine, Asphalt Mechanic, Pump Operator (6" discharge or over, gas, diesel powered or generator of 300 amp or over), Shoulder or Gravel Distributing, Machine Operator (self-propelled), Backhoe (with over 3/8 yard bucket), Side Boom Tractor (type D-4 equivalent or larger), Tube Finisher (slip form paving), Gradall (and similar type machines), Asphalt Paver (self-propelled), Asphalt Planer (self-propelled), Batch Plant (Concrete-central mix, transit mix, shrink mix), Slurry Machine (asphalt), Roto Mill.
- CLASS 2 - Sweeper (Wayne type & similar equipment), Screening Plant Operator, Washing Plant Operator, Crusher, Backhoe (with 3/8 yard bucket or less), Side Boom Tractor (smaller than D-4 type or equivalent), Batch Plant (concrete-dry mix).
- CLASS 3 - Air Compressor Operator (600 cfm or more), Air Compressor (2 or more, less than 600 cfm), Wagon Drill Operator, Concrete Breaker, Tractor Operator (Farm type w/ attachments).

RESOLUTION 90-16

ADOPTING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT BY THE COUNTY OF ST. CLAIR OF PORT HURON, MICHIGAN AND THE STATE OF MICHIGAN, MICHIGAN BUREAU OF AERONAUTICS FOR THE PURPOSE OF OBTAINING STATE AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT, UNDER PROJECT NO. 3-26-0080-0489

WHEREAS, the County of St. Clair has received a Grant Offer from the Michigan Bureau of Aeronautics in the amount of \$42,800.00 for construction of Parallel Taxiway to Runway 10/28; MITL and Holdline Signs for Taxiway C being Project No.3-26-0489, a copy of which is attached hereto and incorporated herein; and

WHEREAS, the County of St. Clair is desirous of accepting the grant offer as specified.

NOW, THEREFORE, BE IT RESOLVED, That the County of St. Clair does hereby accept the grant offer for the construction of the Parallel Taxiway for Runway 10/28 MITL and Holdline Signs for Taxiway C; and

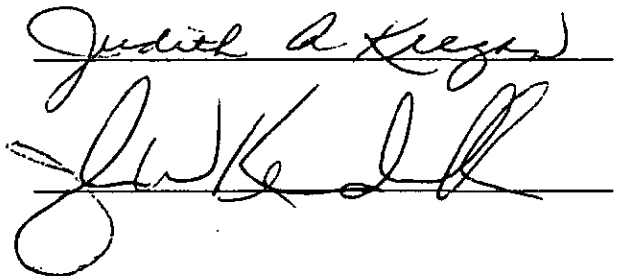
BE IT FURTHER RESOLVED, That the Chairperson of the County Board of Commissioners is hereby authorized to execute said grant agreement on behalf of St. Clair County.

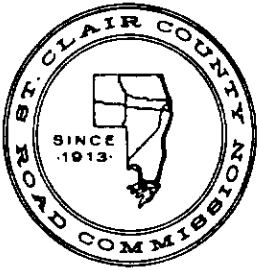
DATED: April 11, 1990

Reviewed and Approved by:



TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060





RC COMMISSION

AIRPORT


PUBLIC WORKS

COUNTY OF ST. CLAIR

21 Airport Drive, Port Huron, Michigan 48060
Phone 313 364-5720

MEMORANDUM

TO: Don Dodge, County Administrator

FROM: John D. Perry, Managing Director 

DATE: April 3, 1990

SUBJECT: Grant Agreement and Construction Contracts

We applied to the Federal Aviation Administration and the Michigan Bureau of Aeronautics for grants to construct a Parallel Taxiway and associated lighting for Runway 10/28. The estimated cost was \$785,600. We received a Grant in the amount of \$700,000 from the Federal Aviation Administration which was accepted by the County on September 27, 1989.

We now have received a Grant Offer from the Michigan Aeronautics Commission in the amount of \$42,800.

Bids have been received by the Michigan Aeronautics Commission on this project. The low bidder for construction of the taxiway is Earthwork Engineers of Wixom, Michigan. The low bidder for lighting and signs is John R. Howell of Dimondale, Michigan.

The Airport Commission met on April 3rd and recommended that the County Board of Commissioners accept and execute the State Grant Offer and approve the construction contracts with Earthwork Engineers and John R. Howell.

Attached are sample resolutions, our certified resolutions, copy of Grant Agreement and copy of each construction contract. Please place these items on your agenda for April 11, 1990.

Should you have any questions, please contact me.

sb
Encl. 9 copies

cc: Robert Cleland/w. Attach.

RESOLUTION NO. 90-05

AIRPORT COMMISSION
OF THE COUNTY OF ST. CLAIR

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF THE GRANT AGREEMENT BY THE COUNTY OF ST. CLAIR OF PORT HURON, MICHIGAN AND THE STATE OF MICHIGAN, MICHIGAN BUREAU OF AERONAUTICS FOR THE PURPOSE OF OBTAINING STATE AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT, UNDER PROJECT NO. 3-26-0080-0489

WHEREAS, the County of St. Clair has received a Grant Offer from the Michigan Bureau of Aeronautics in the amount of \$42,800.00 for construction of parallel taxiway to Runway 10/28; MITL and holdline signs for Taxiway C; and

NOW, THEREFORE, BE IT RESOLVED, That the Airport Commission hereby recommends acceptance by the St. Clair County Board of Commissioners; and

BE IT FURTHER RESOLVED, That the Grant Offer be forwarded to the St. Clair County Board of Commissioners for their acceptance and execution.

AYES: Commissioner McCormick
Commissioner Street

ABSENT: Commissioner Foley

NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a regular meeting of the Airport Commission of the County of St. Clair held on Tuesday, April 3, 1990 at 9:12 a.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, Port Huron, Michigan.



Janet C. Kitamura, Secretary

Michigan Department of Transportation

Bureau of Aeronautics

Capital City Airport
Lansing, Michigan 48906

Port Huron

Airport Location

3-26-0080-0489

Project No.

AGREEMENT ON AIRPORTS UNDER MICHIGAN AID AIRPORT PROGRAM

This agreement entered into this _____ day of _____, 19____, by and between the _____ County of St. Clair _____, a legally existing political subdivision of the State of Michigan, referred to herein as the Airport Sponsor, and the Michigan Aeronautics Commission, a legally existing Commission of the State of Michigan, referred to herein as the Commission,

W I T N E S S E T H :

WHEREAS, the Airport Sponsor has submitted a request to the Michigan Aeronautics Commission for a grant of State funds for a project at the _____ St. Clair County International _____ Airport (herein called the Airport) for the development of construct parallel taxiway to Runway 10/28; MITL and holdline signs for Taxiway C

and

WHEREAS, the Michigan Aeronautics Commission, acting in accordance with Act 300, Public Acts of 19 88, has approved such a grant in the amount of forty-two thousand eight-hundred Dollars (\$ 42,800.00).

NOW THEREFORE, the Director of the Michigan Aeronautics Commission, for and on behalf of the Commission, hereby offers and agrees to pay, as the State's share of cost incurred, up to 50 percent of the Airport Sponsor's share of the eligible final project cost as determined by the Commission. Funds shall not exceed the grant amount for the described development, subject to the following conditions.

1. That the Airport Sponsor shall:

- (a) Carry out and complete the project without undue delay and in accordance with the applicable statutory requirements and Commission Rules and Regulations, including but not limited to the following: Title VI, Civil Rights Act of 1964; Part 15, Federal Aviation Regulations; Act 251, P.A. 1955; Act 327, P.A. 1945 as amended; R.259.201 et seq of the Michigan Administrative Code.
- (b) Carry out and complete the project in accordance with the plans and specifications incorporated herein, as they may be revised or modified with the approval of the Michigan Aeronautics Commission.

(c) Maintain said Airport in full operating condition on a year-round basis for a period of twenty years in accordance with the requirements set forth by the Commission Rules and Regulations.

2. During the period referred to in Paragraph(c) above, the Airport shall not be abandoned or closed without the express written permission of the Commission.

3. Failure to operate said Airport in accordance with the terms of this Agreement shall constitute grounds for forfeiture of said project, and/or repayment of all grant amounts on a pro rata basis.

4. The Airport Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Airport Sponsor specifically covenants and agrees:

(a) That in its operation and the operation of all facilities on the Airport, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, sex, color, creed or national origin in the use of any of the facilities provided for the public on the Airport.

(b) That in any agreement, contract, lease or other arrangement entered into after _____, 19____, under which a right or privilege at the Airport is granted to any person, firm or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials or supplies) essential to the operation of aircraft at the Airport, the Airport Sponsor will insert and enforce provisions requiring the contractor:

(i) to furnish said service on a fair, equal and not unjustly discriminatory basis to all users thereof, and

(ii) to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(c) That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance and repair) that it may choose to perform.

(d) In the event the Airport Sponsor itself exercises any of the rights and privileges referred to in Subsection(b), the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Airport Sponsor under the provisions of such Subsection(b).

5. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products and supplies or any service of a non-aeronautical nature or to obligate the Airport Sponsor to furnish any particular non-aeronautical service at the Airport.
6. The Airport Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States in the State of Michigan, and will not permit any activity thereon which would interfere with its use for airport purposes: Provided, that nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to any act of God or other condition or circumstances beyond the control of the Airport Sponsor.
7. The Airport Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in the plans and specifications incorporated herein.
8. The Airport Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the master plan as so approved by the Michigan Aeronautics Commission and the Federal Aviation Administration, if such changes or alterations might adversely affect the safety, utility or efficiency of the Airport.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

IN WITNESS WHEREOF:

STATE OF MICHIGAN

~~City, Village,~~ County of St. Clair

By _____
(Official Authorized To Sign Contracts)

Executed and delivered by virtue of and pursuant to Resolution of the _____

(Governing Body) of _____
adopted on _____, A.D. 19 _____

IN WITNESS WHEREOF:

MICHIGAN AERONAUTICS COMMISSION

By _____
Director

Executed by virtue of and pursuant to action of the Michigan Aeronautics Commission

RESOLUTION 90-15

AUTHORIZING PAYMENT
LOST COUPON

Minutes of a Regular Meeting of the Board of Commissioners of the County of St. Clair, State of Michigan, (the "Issuer") held in the City of Port Huron on the 28th day of March, 1990 at 7:30 o'clock P.M., local time.

WHEREAS, the Issuer has been duly authorized by Act 354, Public Acts of Michigan, 1972, as amended, to replace or authorize payment without presentment of lost, destroyed or wrongfully taken bonds and other evidences of indebtedness issued by the Issuer and any coupon representing interest thereon, and

WHEREAS, the Issuer has duly authorized and issued certain coupon bonds titled the County of St. Clair, Michigan, Pollution Control Revenue Bonds (The Detroit Edison Company St. Clair Plant Project) Collateralized Series E, 8.125% and dated June 15, 1976 (the "Bonds"); and

WHEREAS, certain coupons which were attached to the Bonds have been reported as lost, specifically being coupons attached to Bonds numbered 1038, 3096, 4216, and 2047 each due December 15, 1988, and each being in the amount of \$203.13, for a total of \$812.52 (the "Coupons"), and

WHEREAS, National Bank of Detroit-Saginaw (the "Owner") claims to be the lawful owner of all right, title and interest in said Coupons described in the preceding paragraph, and

WHEREAS, the Owner has requested payment of the Coupons without presentation, and

WHEREAS, the Owner has supplied the Issuer with the attached documents, which include an affidavit describing the circumstances surrounding the loss; an open penalty bond which indemnifies the Issuer, Manufacturers National Bank of Detroit (the "Trustee"), Bankers Trust Company, and the Detroit Edison Company, against loss arising out of said payment, which bond

RESOLUTION 90-14

OPPOSING THE PLACEMENT OF A LANDFILL
IN RICHMOND TOWNSHIP, MACOMB COUNTY

WHEREAS, St. Clair County is concerned about the quality of the environment in Southeastern Michigan, and

WHEREAS, the placement of a landfill in an area of rich productive farmland, private and city wells, and several drains, creeks and rivers, has the potential for jeopardizing the quality of the environment, and

WHEREAS, the proposed landfill site in Richmond Township, Macomb County, would be located in just such an area, and,

WHEREAS, the proposed landfill site is adjacent to Logg Drain which in addition to surface waters, drains into the Belle River, which flows through Columbus Township, St. Clair County, and ultimately into the St. Clair River, and


WHEREAS, the potentially negative environmental impact on ground water, wells, and the food chain, make this proposed landfill site unacceptable.

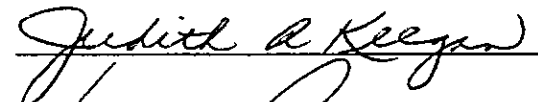
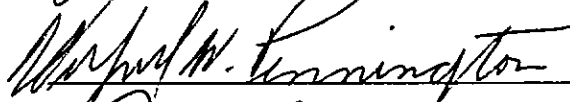


NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners go on record as being opposed to the placement of a landfill on the proposed site in Richmond Township, Macomb County.

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Richmond Township Board of Supervisors, the Cities of Richmond and Memphis, and the Macomb County Board of Commissioners.

Dated: March 28, 1990

Reviewed and Approved by:


TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060

RESOLUTION 90-13

APPROVING ACTION OF ROAD COMMISSION
TOWARDS REPLACEMENT OF COMSTOCK ROAD BRIDGE

WHEREAS, the Comstock Road Bridge transversing the Black River in Grant Township is inadequate for present day traffic and in need of replacement, and

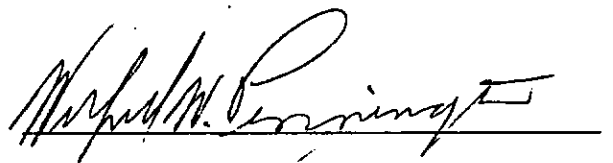
WHEREAS, the Comstock Bridge has been determined eligible for the national Registrar of Historic Places, thereby necessitating compliance with the regulations and procedures of the Federal Highway Administration (FHWA) and the Advisory Council on Historic Preservation (ACHP), and

WHEREAS, pursuant to the regulations, consultation with and approval by local government is required.

Now, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby approves and requests the efforts of the Board of County Road Commissioners of the County of St. Clair to actively seek participation in the Federal Critical Bridge Program and/or the Michigan Department of Transportation Critical bridge Program for the replacement of the Comstock Road Bridge.


Dated: March 28, 1990

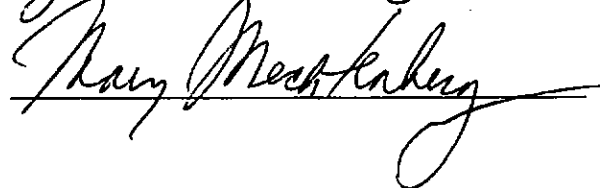
Reviewed and Approved by:

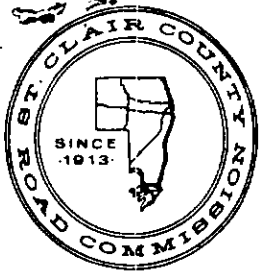




TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060

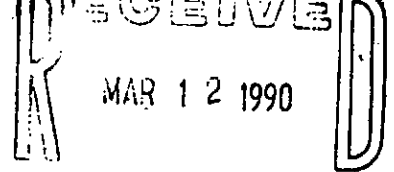






ROAD COMMISSION

AIRPORT



ADMINISTRATOR/CONTROLLER

COUNTY OF ST. CLAIR

21 Airport Drive, Port Huron, Michigan 48060
Phone 313 364-5720

March 9, 1990

Mr. Don Dodge
County Administrator/Controller
St. Clair County
County Building
Port Huron, Michigan 48060

RE: Comstock Road Bridge

Dear Mr. Dodge:

The St. Clair County Road Commission is desirous of replacing the structure on Comstock Road over Black River with Critical Bridge Funds. This bridge has been approved for replacement for the 1992 program.

However, since this structure is designated as a historical structure, we need accompanying resolutions from Grant Township, the St. Clair County Board of Commissioners and the St. Clair County Farm Bureau.

We have enclosed a sample resolution for your board to approve. Please present this at your next board meeting. Following approval, please forward a certified copy of the resolution to us. If you have any questions, please contact me.

Very truly yours,

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF ST. CLAIR

John D. Perry
Managing Director

sb
Encl.

RESOLUTION 90-11

APPROVING COOPERATIVE REIMBURSEMENT IV-D PROGRAM
AGREEMENT FOR THE ST. CLAIR COUNTY FRIEND OF THE COURT

WHEREAS, the Michigan Department of Social Services proposes to renew its "Cooperative Reimbursement (IV-D) Program" wherein direct grants are made to the counties under the provisions and in accordance with Title IV-D of the Social Security Act, as amended, and the provisions of part 304, Chapter III, Title 45, Code of Federal Regulations for the purpose of staffing sufficient personnel to assist in the collection of money for recipients of the A.D.C. Program, and other service programs, as well as certain services rendered by the Friend of the Court's Office.

WHEREAS, payment shall be made on the basis of the program budget, a copy of which is attached hereto and made a part hereof, provided that no more than one million, two hundred ninety one thousand, five hundred twenty seven and no/100 dollars (\$1,291,527.00) shall be paid from combined County and State funds during the life of this agreement, provided further that three hundred seventeen thousand, one hundred seventy eight and no/100 dollars (\$317,178.00) of the above amount is the County's appropriation contributed to the Title IV-D Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The St. Clair County Board of Commissioners do hereby approve the execution of the Cooperative Reimbursement Program Agreement between the Friend of the Court for the County of St. Clair and the Michigan Department of Social Services.

2. The Chairperson of this Board is hereby authorized to execute said agreement for and on behalf of St. Clair County.

002-3

002-3



Contract No: CS-90-124
Contract Amt: \$1,291,527.00 (Total)
Account No: 110-43-8150
R.A.S. No: 9310

AGREEMENT
between
MICHIGAN DEPARTMENT OF SOCIAL SERVICES
and
ST. CLAIR COUNTY

This agreement, effective, the 1st day of January, 1990, and ending the 31st day of December, 1990, is by and between the Michigan Department of Social Services, having a mailing address of 300 South Capitol Avenue, P.O. Box 30037, Lansing, Michigan 48909 (hereinafter referred to as the "Department"), the County of St. Clair, a public organization, having a address of St. Clair County Courthouse, Port Huron, Michigan 48060

(hereinafter referred to as the "Contractor"), and the Chief Circuit Judge

for the County, (hereinafter referred to as the "Provider").

WITNESSETH

WHEREAS, the Department is authorized to contract with State or local units of government under the provisions of MCLA 400.10; and,

WHEREAS, the Department has the authority to purchase services and to enter into Cooperative Agreements under and in accordance with policies established by the Department, as well as under and in accordance with Title IV-D of the Social Security Act as amended and the provisions of part 302.34 and 304, Chapter III, Title 45, Code of Federal Regulations.

WHEREAS, the Department is desirous of purchasing services, and the Contractor and Provider desire to provide services in accordance with the terms and conditions of this Agreement; and,

WHEREAS, Chief Circuit Judge has lawful authority to bind the Provider to terms set forth in this Agreement.

WHEREAS, Chairperson, County Board of Commissioners has lawful authority to bind the Contractor to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

I. GENERAL PROVISIONS

A. Department's Source of Funds-Termination

The Department's payment of funds for purposes of this Agreement is subject to and conditional upon the availability of funds for such purposes, being Federal and/or State funds. No commitment is made by the Department to continue or expand such activities. Upon written notice to the Contractor and Provider the Department may terminate this Agreement immediately only if Federal or State funds, specifically identified to this program, become unavailable.

B. Fees and Other Sources of Funding

The Contractor guarantees that any claims made to the Department under this Agreement shall not be financed by any source other than the Department under the terms of this Agreement. If funding is received through any other source, the Contractor agrees to delete from Contractor billings, or to immediately refund to the Department, the total amount representing such duplication of funding.

C. Review and Monitoring Reports

The Contractor or the respective Provider shall prepare, complete, and submit the reports enumerated under Section II, A., 7 in accordance with the provisions contained therein.

The Department shall monitor and review such reports for the purposes of determining Contractor and Provider compliance with this Agreement and the provisions of Title IV-D of the Social Security Act, related federal statutes and with the Code of Federal Regulations.

D. Examination and Maintenance of Records

The Contractor and Provider shall permit the Department or any of its identified auditors access to the facilities being utilized, at any reasonable time, with prior notice, to conduct financial audits or to evaluate the quality, scope, effectiveness and efficiency of services provided under this Agreement.

Further, the Contractor and Provider shall maintain all books, records or other documents relevant to this Agreement for 5 years after final payment, at their cost, and Federal auditors and any persons duly authorized by the Department shall have full access to and the right to examine and audit any of said material during this period. If an audit is initiated prior to the expiration of the five-year period, and extends past that period, all documents shall be maintained until the audit is completed. The Department shall provide findings and recommendations of audits to the Provider and Contractor. The Department shall adjust future payments or final payment if the findings of an audit indicate over or under payment to the Contractor in the period prior to the audit. If no payments are due and owing the Contractor, the Contractor shall refund all amounts which may be due the Department.

E. Insurance Coverages

Unemployment compensation coverage and workmen's compensation insurance shall be maintained in accordance with applicable Federal and State laws and regulations.

F. Compliance with Civil Rights, Other Laws

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to 1976 P.A. 453, Section 209. The Contractor shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976 P.A. 220 and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, which states that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Further, the Contractor shall comply with all other Federal, State or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement.

G. Royalties

Department reserves a royalty-free nonexclusive license to use and authorize others to use all copyrightable or copyrighted material resulting from this program.

H. Confidentiality

The Department, Contractor and Provider agrees to abide with all Federal statute and regulations and State statutes regarding confidentiality.

I. Applicable Costs

The Department, Contractor and Provider agree to abide with applicable provisions of the Cost Principles for State and Local Governments issued in the Federal Office of Management and Budget (OMB) Circular No. A-87. This circular has been released by the Office of Child Support Enforcement in Action Transmittal OCSE-AT-81-6 dated March 9, 1981, for the purpose of providing cost principles to be used in determining the availability of federal financial participation for Child Support Enforcement activities under Title IV-D of the Social Security Act.

J. Subcontracts

The Department, Contractor or Provider shall not assign this Agreement or enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of the other parties. The

Department, Contractor or Provider, as a condition of granting such approval, shall require that such assignees or subcontractors shall be subject to all conditions and provisions of this Agreement. The Department, Contractor or Provider shall be responsible for the performance of all assignees or subcontractors.

K. Cancellation of Agreement

Either party to this Agreement may terminate the Agreement upon sixty days written notice to the other party at any time prior to the completion of the Agreement period, except as otherwise provided in this Agreement.

L. Bonding

The Contractor agrees that, to the extent that any employee or agent of the Provider and Contractor has access to or control over child support collections or such other collections as may flow to the Department under this Agreement, such person shall be covered by a bond or insurance of sufficient sureties to protect against loss resulting from employee dishonesty or by such self-bonding or insuring as may be provided by state law.

M. Property Title

Title to all purchased property, real or personal, used by the Contractor in the performance of this Agreement and which is funded in whole or part by the Department shall remain in the Department during the term of this Agreement.

Upon expiration of this Agreement or any extension thereof, the Contractor agrees to return said property to the Department or pay the then current fair market value thereof to the Department provided, however, that in the event that any such property is only partially funded by the Department, the Contractor shall return said property to the Department or pay the Department that portion of the current fair market value of such item which is in the same percentage as the Department's contribution to the original purchase price.

Where property in which the Department has an interest is traded for other property, the Contractor shall maintain continuing records to account for Department's financial interest in such subsequent acquisitions.

N. Billing Method

The Actual Cost Reimbursement Method shall be used in claiming reimbursement under this Agreement. The budget part of the application is attached hereto and made a part of this Agreement. This document details the amount and object of expenditures for which the Contractor shall use funds paid under this Agreement. The Contractor shall follow and adhere to the budget. However, expenditure above the line item budget categories are permissible provided the sum of all expenditures does not exceed the total amount of the contract. The

Contractor/Provider must obtain prior written approval from the Department to increase or decrease line items in the budget. The person authorized to approve budget revisions is the Director of the Office of Child Support. The request for the Department's approval must contain sufficient information to allow the Department to identify which budget line items are to be increased and which line items are to be decreased, staying within the originally approved budget total. Any adverse effects such a transfer might have on the Provider's program, should be detailed in the letter requesting line item transfers.

O. Billing Procedure

The Contractor shall submit a monthly "Title IV-D Cooperative Reimbursement Expenditure Report" (Form DSS-286) to Office of Child Support, Department of Social Services, 300 S. Capitol Avenue, P.O. Box 30037, Lansing, Michigan 48909. This report shall indicate actual expenditures incurred broken out by category of expense in the performance of this Agreement for the period being billed. This should be submitted to the Department within fifteen working days from the end of the monthly billing period.

P. Closeout

When this Agreement is concluded or terminated, the Contractor and Provider shall provide the Department, unless otherwise provided in this Agreement, with such reports as are enumerated in this Agreement and shall do so within 60 days of termination or conclusion unless written extension is granted for extenuating circumstances.

The Department shall make payments to the Contractor for allowable reimbursable billings not covered by previous payments. The Contractor shall refund to the Department any payments or funds advanced to the Contractor in excess of allowable, reimbursable billings.

Q. Continuing Responsibilities

Termination, conclusion, or cancellation of this Agreement shall not be construed so as to terminate the on-going responsibilities of the Contractor and Provider or of the Department as provided in Section I paragraphs D, E, M, O.

R. Disputes

The Contractor shall notify the Department, in writing, of its intent to pursue a claim against the Department for breach of any terms of this Agreement. No suit may be commenced by the Contractor for breach of this Agreement prior to the expiration of at least 90 days from the date of such notification. Within this 90 day period, the Contractor, at the request of the Department, must meet with the Director of the Department for the purpose of attempting resolution of the dispute. The same duties and obligations shall attend to the Department.

S. Continuation

In the event that the Contractor has submitted application for refunding of the existing Cooperative Reimbursement Agreement to the Department and, because of circumstances beyond the control of either the Contractor or the Department, the Contract (Agreement) cannot be concluded to take effect on the day called for the start of the new Contract (Agreement), the delaying party shall immediately notify the other party of the special circumstances and shall confirm in writing said circumstances and the anticipated date that their responsibilities can be concluded. The Contract (Agreement) in existence shall, at the option of the delayed party, be extended for a period not to exceed 60 days from the concluding date of the existent Contract (Agreement). Should the delayed party not choose to extend the existent contract, that party shall in writing immediately notify the other.

T. Amendment

The Contractor shall, upon request by the Department, and receipt of a proposed amendment, amend this Agreement if and when required, in the opinion of the Department, due to revision of Federal statute or State Law. If the Contractor fails or refuses to sign such amendment, the Department may terminate this Agreement at the end of 60 days from the date of request to amend. The Contractor shall suffer no liability to the Department, for refusing to agree to said amendment, and said refusal shall not constitute a breach of this contract. This Agreement may otherwise be amended only by the written consent of all the parties hereto, except as otherwise provided in this Agreement.

U. Termination - Unfair Labor Practice

The Department may void this contract upon 15 days notice if the name of the Contractor, Provider, or the name of a subcontractor, manufacturer, or supplier of the Contractor, or Provider, subsequently appears in the register compiled pursuant to Section 2 of Act 278, P.A. 1980. This Act prohibits the State from entering into contracts with certain employers who engage in unfair labor practices; to prohibit those employers from entering into certain contracts with others; to provide for the compilation and distribution of a register of those employers; and to provide for the voiding of certain contracts.

V. Reporting Requirements Pertaining to Former State of Michigan Employees

The Contractor or Provider shall report within two days after the end of each month, the name(s) and social security number(s) of any former State of Michigan employees who:

1. Retired under the provisions of Acts 2 and 3, PA 1984 (between June 2, 1984 and September 30, 1984); and
2. Performed services purchased by this Department through this contract.

These reports shall be submitted by memo to:

Contract Management Section
P.O. Box 30037
Commerce Center Building, Suite 202
Lansing, Michigan 48909

and must include the Contractor's name, contract number, and the month and year to which the report pertains.

II. PROVIDER ACTIVITIES: FRIEND OF THE COURT

A. Responsibilities

1. The Provider shall comply with the provisions of Title IV-D of the Social Security Act, related federal statutes and with the Code of Federal Regulations pertaining thereto insofar as they are permitted by state statute, regulations, court rules, Attorney General's opinion, and funding.
2. The Provider shall make every effort to enforce all orders of support over which it has jurisdiction and to seek modifications of orders where economic changes warrant such consideration.

To that end, the Provider shall comply with the provision of 45 CFR 303.6 "Enforcement of Support Obligations" in a regular and consistent manner for all cases covered by this Agreement.
3. Provider shall, where necessary, initiate action to locate absent parents, both locally and through the State Parent Locator Service.
4. Provider shall develop, utilize and maintain a procedures manual for the office which shall detail step by step procedures for enforcing orders of support within their jurisdiction.
5. These services shall be available to both the AFDC applicant/recipient; and to the non-AFDC IV-D eligible persons. Notification of the need for such services shall be by the Department in the case of AFDC applicant/recipient. Written application for IV-D services by the non-AFDC applicant shall be either upon the Department's application form or such other similarly worded and uniformly administered form developed by the Contractor's Provider.
6. The Provider will work and cooperate with the Office of Child Support to implement reporting procedures which are consistent with federal requirements.

7. The Contractor or Provider shall prepare, complete and submit the following reports in the cycles indicated, to the units named:
- a. Form: DSS 286 - "Title IV-D Cooperative Reimbursement Expenditure Report".
 Cycle: 15 working Days after month of service.
 To: Department of Social Services - Office of Child Support-Lansing.
 - b. Form: DSS 284 - "Friend of the Court Title IV-D Quarterly Report".
 Cycle: 10 working days after the end of the Quarter.
 To: Office of Child Support - Lansing.
 - c. Form: DSS 820 - "Support Collection Refund/ Reimbursement Request".
 Cycle: As needed in accordance with FOC Manual Chapter 650, Section 4000.
 To: DSS Payment Document Control, Lansing
 - d. Form: DSS 284A - Friend of the Court Title IV-D Annual report
 Cycle: October 25 annually
 To: Department of Social Services
 Office of Child Support - Lansing
 - e. Form: DSS 29 - "Financial Deposit Report" - (Accompanied by checks and/or bank deposit slips, and listing of individual items for any ADC-F, medical, or alimony collections)
 Cycle: Varies with FOC from daily to weekly
 To: DSS cashier, Lansing.
 - f. Form: DSS 1825 - Incentive Payment Batch Activity Report, and Individual DSS-316 Incentive Payment Requests or equivalent listing or magnetic tape.
 Cycle: 10th working day of month following month of child support collections.
 To: DSS Payment/Document Control, Lansing.
 - g. Form: DN-010 - Pended Support Collections Report (to report corrections of pended collections).
 Cycle: No deadline; submitted whenever corrected data is available; processed by 8th working day each month.
 To: DSS Payment/Document Control, Lansing.
 - h. Form: Letter or memo requesting correction of processed support collections (usually to correct case number).
 Cycle: No regular cycle; processed as received.
 To: Office of Child Support, Lansing.

B. Time Frames:

1. The Office of the Friend of the Court shall ensure that collections are made on support orders, by establishing standards which meet the intent of the state statutes and are consistent with provisions of 45 CFR 303.6 "Enforcement of Support Obligations".
2. The Office of the Friend of the Court shall review support orders once every two years as required by statute.

III. DEPARTMENT RESPONSIBILITIES

A. Payment

The Department shall complete its processing of payments to the Contractor approximately 15 working days after receipt by the Department of the Contractor's monthly DSS-286, "Title IV-D Cooperative Reimbursement Expenditure Report," detailing program-related expenditures as set forth in the budget attached to this Agreement. Payment may be withheld by the Department pending Contractor or Provider compliance with the reporting provisions contained in this Agreement.

B. Maximum Amount of Agreement

Payment shall be made on the basis of actual expenditures up to a maximum of the net program budget a copy of which is attached hereto and made a part hereof, provided that no more than one million, two hundred ninety-one thousand, five hundred twenty-seven and no/100 dollars

(\$ 1,291,527.00) shall be paid from combined County and State funds during the life of this Agreement; provided further that \$ 317,178.00 of the above amount is the County appropriation contributed to the Title IV-D program.

C. Technical Assistance

The Department, through its Office of Child Support, shall provide to the Contractor, such assistance including referrals and case information necessary to assist in carrying out the provisions of Title IV-D of the Social Security Act and applicable State statutes. The Department shall furnish the Contractor any Departmental forms and instructions necessary to carry out the requirements of this Agreement.

D. Agreement Inclusiveness

This Agreement with the previously mutually approved application incorporated by reference and made a part hereof, is intended by the parties as the complete and final expression of their agreement with respect to the terms included herein, and may not be contradicted by evidence of any prior or contemporaneous agreement, oral or otherwise.

IN WITNESS WHEREOF, the Department, Contractor, and Provider have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated at _____, Michigan

CHIEF CIRCUIT JUDGE
(Provider)

this ____ day of _____, 19__

By: _____

WITNESS: _____

Dated at _____, Michigan

ST. CLAIR COUNTY
(Contractor)

this ____ day of _____, 19__

By: Mary Ann Acciaratti
_____, Chairperson
St. Clair County Board of Commissioners

WITNESS: _____

Dated at Lansing, Michigan

MICHIGAN DEPARTMENT
OF SOCIAL SERVICES

this ____ day of _____, 19__

By: _____
C. Patrick Babcock,
Director

WITNESS: _____

TABLE IV-D COOPERATIVE REIMBURSEMENT CONTRACT
SECTION IV - BUDGET PROPOSAL

F74



A. CONTRACT DESCRIPTION

- 1. COUNTY St. Clair
- 2. PROVIDER Friend of the Court
- 3. FUNDING YEAR 1990

COLUMN I	COLUMN II	COLUMN III
	PROPOSED IV-D BUDGET	TOTAL NET PROVIDER OFFICE BUDGET
B. ALLOCATION FACTORS		
1. FTE POSITIONS	32.93	36
2. % OF TOTAL FTE POSITIONS	91.47%	100%
3. CASELOAD % (FOC ONLY)	79.10%	100%
	PROPOSED IV-D BUDGET	TOTAL NET PROVIDER OFFICE BUDGET
C. IV-D BUDGET CATEGORIES		
1. PERSONNEL	\$1,139,130	\$1,245,359
2. DATA PROCESSING	40,972	51,798
3. OTHER DIRECT	93,546	102,270
4. CENTRAL SERVICES	89,069	97,375
5. PARENTAGE TESTING (PA ONLY)	0	0
6. TOTAL BUDGET	1,362,717	1,496,802
7. SERVICE FEES	(71,190)	(90,000)
8. OTHER INCOME (DESCRIBE)	()	()
9. NET BUDGET	1,291,527	1,406,802
10. COUNTY SHARE \$	317,178	////////////////////////////////////
11. COUNTY SHARE %	24.66 24.56	////////////////////////////////////
12. STATE SHARE \$	974,349	////////////////////////////////////
13. STATE SHARE %	75.34 75.44	////////////////////////////////////

RESOLUTION 90-10

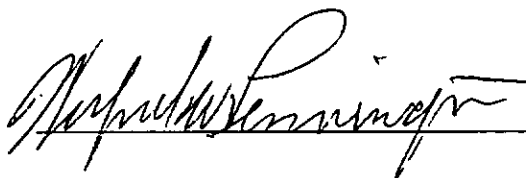
ANNUAL REPORT - DRAIN COMMISSIONER

WHEREAS, by statute, the Drain Commission is required to submit to the Board of Commissioners an annual report of the activities of said office, and

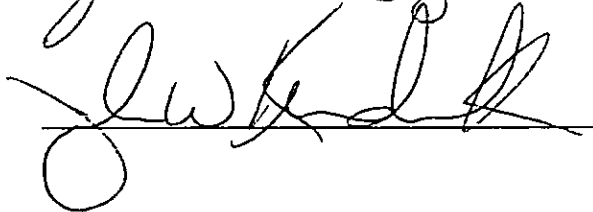
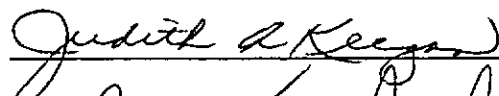
WHEREAS, Thomas Donohue, St. Clair County Drain Commissioner, has submitted the attached report which has been reviewed by the St. Clair County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, that the 1989 Annual Report of Thomas Donohue, Drain Commissioner, may be and the same is hereby accepted and approved.

DATED: March 14, 1990



Reviewed and Approved by:



TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, Michigan 48060

RESOLUTION 90 - 9

APPROVING COOPERATIVE REIMBURSEMENT IV-D PROGRAM
AGREEMENT FOR THE ST. CLAIR COUNTY PROSECUTING ATTORNEY

WHEREAS, the Michigan Department of Social Services proposes to renew its "Cooperative Reimbursement (IV-D) Program" wherein direct grants are made to the counties under the provisions and in accordance with Title IV-D of the Social Security Act, as amended, and the provisions of part 304, Chapter III, Title 34, Code of Federal Regulations for the purpose of staffing sufficient personnel to assist in the collection of money for recipients of the A.D.C. Program, and other service programs, as well as certain services rendered by the Prosecuting Attorney's Office, and

WHEREAS, payment shall be made on the basis of the program budget, a copy of which is attached hereto and made a part hereof, provided that no more than One Hundred Sixty Thousand Nine Hundred Seventeen and no/100ths (\$160,917.00) Dollars shall be paid from combined County and State funds during the life of this agreement and provided further that Thirty-nine Thousand Six Hundred Sixty-seven and no/100ths (\$39,667.00) Dollars of the above amount is the County's appropriation contributed to the Title IV-D Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The St. Clair County Board of Commissioners do hereby approve the execution of the Cooperative Reimbursement Program agreement between the Prosecuting Attorney for the County of St. Clair and the Michigan Department of Social Services.

TITLE IV-D COOPERATIVE REIMBURSEMENT CONTRACT
SECTION IV - BUDGET PROPOSAL

A. CONTRACT DESCRIPTION

1. COUNTY	<u>St. Clair</u>
2. PROVIDER	<u>Prosecuting Attorney</u>
3. FUNDING YEAR	<u>1990</u>

COLUMN I	COLUMN II	COLUMN III
B. ALLOCATION FACTORS	PROPOSED IV-D BUDGET	TOTAL NET PROVIDER OFFICE BUDGET
1. FTE POSITIONS	2.5	21.5
2. % OF TOTAL FTE POSITIONS	11.6%	100%
3. CASELOAD % (FOC ONLY)		
C. IV-D BUDGET CATEGORIES	PROPOSED IV-D BUDGET	TOTAL NET PROVIDER OFFICE BUDGET
1. PERSONNEL	\$111,644.00	\$ 1,073,381.00
2. DATA PROCESSING	2,500.00	not available
3. OTHER DIRECT	31,500.00	262,000.00
4. CENTRAL SERVICES	10,273.00	not figured in Provider Office budget
5. PARENTAGE TESTING (PA ONLY)	5,000.00	- -
6. TOTAL BUDGET	\$160,917.00	\$ 1,335,381.00
7. SERVICE FEES	(- -)	(- -)
8. OTHER INCOME (DESCRIBE)	(- -)	(- -)
9. NET BUDGET	\$160,917.00	\$ 1,335,381.00
10. COUNTY SHARE \$	39,667.00	////////////////////////////////////
11. COUNTY SHARE %	24.65	////////////////////////////////////
12. STATE SHARE \$	121,250.00	////////////////////////////////////
13. STATE SHARE %	75.35	////////////////////////////////////

RESOLUTION 90-8

URGING THE PLACEMENT OF HAZARDOUS SPILL CONTAINMENT
EQUIPMENT IN THE ST. CLAIR RIVER AREA

WHEREAS, the St. Clair River is the source of numerous water intake locations providing drinking water for thousands of people, and

WHEREAS, because of the St. Clair River's length and central role in the economic infrastructure of the region with shipping, ferries carrying people, motor vehicles and rail cars, and pipelines running under the river's bottom; all constitute significant opportunities for hazardous spills; and

WHEREAS, the majority of spills which do occur within the State of Michigan, occur in the St. Clair River; and

WHEREAS, the key to successful containment and clean-up of any hazardous material spill is the timeliness of the response and deployment of equipment; and

WHEREAS, proper equipment must be permanently located in the immediate area of the St. Clair River within the County of St. Clair.

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners do hereby urge the State of Michigan to make funds available for the express purpose of pre-positioning containment booms and a boat capable of immediate deployment on the St. Clair River.

BE IT FURTHER RESOLVED, that this Resolution be conveyed to Governor James J. Blanchard, Members of the Michigan State Legislature and the Governor's Great Lakes Oil Spills Task Force.

DATED: February 14, 1990

Reviewed and Approved by:

William St. Daniels

JHM
TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060

Justin A. Keegan
Francis R. Rigby

RESOLUTION 90-7

ADOPTING AND APPROVING THE EXECUTION OF THE
CONTRACT AT THE COUNTY AIRPORT


WHEREAS, the St. Clair County International Airport Airport is expected to receive funding from the Federal Aviation Administration and the Michigan Aeronautics Commission for the installation of Security Fencing and Gates; and


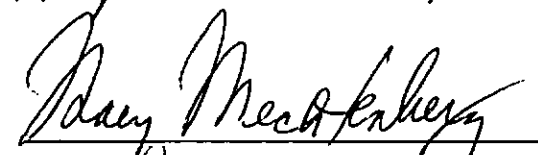
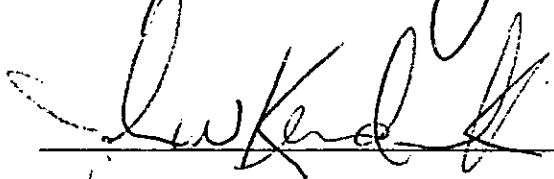

WHEREAS, Contract No. 89-2341 prepared by the Michigan Department of Transportation/Michigan Bureau of Aeronautics Commission between the County of St. Clair and the Michigan Department of Transportation has been recommended for approval for the above named project, by a resolution adopted by the Airport Commission on February 6, 1990.

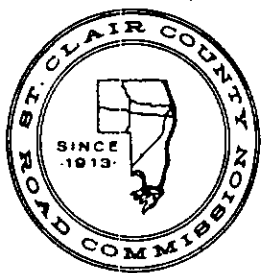
NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners grant approval and authorize the Chairperson to execute the above named contract.

DATED: February 14, 1990

Reviewed and Approved by:


TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060



AD COMMISSION

AIRPORT

PUBLIC WORKS

COUNTY OF ST. CLAIR

21 Airport Drive, Port Huron, Michigan 48060

Phone 313 364-5720

MEMORANDUM

TO: Don Dodge, County Administrator/Controller
FROM: John D. Perry, Managing Director
DATE: February 6, 1990
SUBJECT: St. Clair County International Airport

Attached is a copy of a contract between the County and the Michigan Department of Transportation for the installation of Security Fencing and Gates at the St. Clair County International Airport.

Also enclosed is a copy of the Resolution passed by our Airport Commission this morning approving said contract and recommending County approval.

Since the Contract is in the name of St Clair County, the County Board of Commissioners have to approve and execute the contract. Our instructions are that the resolution from the County must name the person authorized to execute the contract also. (See sample resolution for the county board)

Please place this item on your next agenda. If you have any questions, please contact me.

sb
Encl. w/10 copies

cc: Robert Cleland w/encl.

S A M P L E

RESOLUTION 90-

ADOPTING AND APPROVING THE EXECUTION OF THE
CONTRACT AT THE COUNTY AIRPORT

WHEREAS, the St. Clair County International Airport is expected to receive funding from the Federal Aviation Administration and the Michigan Aeronautics Commission for the installation of Security Fencing and Gates; and

WHEREAS, Contract No. 89-2341 prepared by the Michigan Department of Transportation/Michigan Bureau of Aeronautics Commission between the County of St. Clair and the Michigan Department of Transportation has been recommended for approval for the above named project, by a resolution adopted by the Airport Commission on February 6, 1990;

NOW, THEREFORE, BE IT RESOLVED, That the St. Clair County Board of Commissioners grant approval and authorize the Chairperson to execute the above named contract.

DATED: _____, 1990

Reviewed and Approved by:

ROBERT H. CLELAND
Corporation Counsel
301 County Building
Port Huron, Michigan 48060

AIRPORT COMMISSION
OF THE COUNTY OF ST. CLAIR

ADOPTING AND APPROVING THE EXECUTION OF CONTRACT
AT THE COUNTY AIRPORT

WHEREAS, the St. Clair County International Airport is expected to receive funding from the Federal Aviation Administration and the Michigan Aeronautics Commission for the installation of Security Fencing and Gates at the St. Clair County International Airport; and

WHEREAS, the Michigan Department of Transportation/Michigan Bureau of Aeronautics has submitted Contract No. 89-2341 in anticipation of St. Clair County receiving said Federal and State Grant Offers;

NOW, THEREFORE, BE IT RESOLVED, That the contract between the Michigan Department of Transportation and the County of St. Clair be approved for the above named project; and

BE IT FURTHER RESOLVED, That the Airport Commission recommend to the St. Clair County Board of Commissioners approval of the above named contract and further that the St. Clair County Board of Commissioners Chairperson be authorized to execute said contract.

AYES: Commissioner McCormick, Commissioner Foley

ABSENT: Commissioner Street

NAYS: 0

* * * * *

I hereby certify that the foregoing is a true and correct copy of a portion of the minutes of a regular meeting of the Airport Commission of the County of St. Clair held on Tuesday, February 6, 1990 at 9:00 a.m. in the St. Clair County Road Commission's Central Service Center, 21 Airport Drive, Port Huron, Michigan.



Janet C. Kitamura, Secretary

CONTRACT FOR FEDERAL/STATE/LOCAL
AIRPORT DEVELOPMENT

THIS CONTRACT is made and entered into this ____ day of _____, 19____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the DEPARTMENT, and the Board of County Commissioners of the County of St. Clair, hereinafter referred to as the SPONSOR, for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements at St. Clair County Airport in Port Huron, Michigan, hereinafter referred to as the PROJECT and estimated in detail on Exhibit I, dated October 9, 1989, attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, this contract is being entered into in anticipation of the SPONSOR receiving a grant from the United States Department of Transportation, Federal Aviation Administration, hereinafter referred to as the FAA, under the Federal Airport Improvement Program for the development described as the PROJECT. If said grant is not issued and accepted within one year of the date first written above, this contract shall terminate.

NOW, THEREFORE, it is agreed:

1. The parties hereto agree to undertake and complete the project in accordance with the terms of this contract.
2. All PROJECT work shall be performed in accordance with the Directives of the Federal Aid Airport Improvement Program Handbook of the FAA, and all supplements and amendments thereto. All the requirements, guidelines, conditions, and restrictions noted in all other Directives and Instructional Memoranda and Advisory Circulars of the FAA will apply to this contract and will be adhered to by the parties hereto. Deviations from those standards shall have prior written approval of the DEPARTMENT and the FAA.
3. The DEPARTMENT shall submit PROJECT preapplications and applications to the FAA on behalf of the SPONSOR.
4. The DEPARTMENT shall submit contract documents, plans, specifications, cost estimates, studies, and reports to the FAA for approval, as may be required.

5. The SPONSOR shall select a consultant in accordance with FAA Advisory Circular 150/5100-14 to perform each element of the PROJECT. The consultant selected to supervise the construction aspects of the PROJECT shall do so in accordance with the Bureau of Aeronautic's Project Engineers Manual. Prior to executing a consultant contract, the SPONSOR shall submit the contract and procurement summary process to the DEPARTMENT for review and approval. The DEPARTMENT will submit same to the FAA for their approval. Any such approvals shall not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR shall not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT.

6. Any change to the consultant contract requires prior written approval of the DEPARTMENT.

In the event the consultant contract is terminated, the DEPARTMENT shall be given immediate written notice by the SPONSOR.

7. The DEPARTMENT is authorized by the SPONSOR pursuant to this contract to advertise and to award the contract for the construction work in the name of the SPONSOR in accordance with the following:

a. Prequalification of bidders shall be determined by the DEPARTMENT in accordance with the "Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work".

b. Prior to advertising the construction work for receipt of bids, the SPONSOR may delete any portion or all of the PROJECT work.

c. If after receipt of bids for the construction work, the SPONSOR gives notice of circumstances which affect its ability to proceed, the DEPARTMENT, on behalf of the SPONSOR and with the concurrence of the FAA, if required, shall reject the bids.

d. In the event of the rejection of all bids, any costs incurred by the DEPARTMENT shall be deemed to be PROJECT COST.

e. Upon receipt of bids, the DEPARTMENT, on behalf of the SPONSOR, will select the most responsive bid in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports". The DEPARTMENT will then prepare a "Recommendation to Award" and submit it to the FAA and the SPONSOR. The DEPARTMENT will forward the contract documents to the contractor and then the SPONSOR for execution.

f. The DEPARTMENT is authorized to receive, hold, and return proposal guarantees on behalf of and in the name of the SPONSOR pursuant to the

requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports".

g. In the event of the forfeiture of a proposal guaranty, in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports", and upon receipt of a request from the SPONSOR the DEPARTMENT will forward to the SPONSOR the forfeited proposal guaranty.

h. The DEPARTMENT is authorized to receive performance and lien bonds and certificates of insurance on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports".

i. The SPONSOR, upon presentation of the contract documents, by the DEPARTMENT, and subject to the possible implementation of the exceptions provided in paragraph b & c, above, will execute and return the appropriate documents on or before a date to be set by the DEPARTMENT in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports."

j. Upon receipt of the executed contract documents from the SPONSOR, the DEPARTMENT will award the contract.

8. The DEPARTMENT is authorized by the SPONSOR, pursuant to this contract, to approve subcontracts, between the prime contractor and the subcontractor, on behalf of the SPONSOR. Any such approvals shall not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

9. Should termination of a construction contract, pursuant to Section 80-09 of the DEPARTMENT's applicable "General Provisions for Construction of Airports" occur, the DEPARTMENT shall be given immediate written notice by the SPONSOR.

10. Any changes to the PROJECT plans and specifications made after receipt of bids requires prior written approval of the DEPARTMENT and the FAA. The SPONSOR or their representatives may request such changes by initiating a change order to the construction contract in accordance with the "General Provisions for Construction of Airports" and the DEPARTMENT'S "Project Engineers Manual" for airport construction. Any change orders determined to be significant by the DEPARTMENT shall require a prior written amendment to this Contract.

In the event that during the course of PROJECT construction, it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR's on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised:

b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.

c. The SPONSOR or their representative immediately notify the DEPARTMENT of such overruns and the estimated cost thereof.

d. That such on-site approval is necessary for the continuity in construction and that obtaining approval prior to proceeding would cause a material interruption in the PROJECT resulting in a significant increase in costs.

11. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents, will be ineligible for reimbursement with federal and state participating funds, or will be subject to a price adjustment approved by the DEPARTMENT and the FAA.

12. Upon completion of the work in each construction contract and the acceptance thereof by the SPONSOR, the SPONSOR or their designated representative shall give immediate written notice to the DEPARTMENT.

13. The term PROJECT COST, as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including the costs of preliminary, design and construction engineering and supervision, environmental studies and reports, airport layout plan updates relating to the PROJECT and the cost of any snow removal or fire fighting equipment included in the PROJECT. If the PROJECT includes acquisition of land, PROJECT COST shall include related engineering, title research, appraisals, negotiations, acquisition, relocation of displaced persons and businesses, legal and litigation costs and attorney fees and the cost of technical guidance, and monitoring. PROJECT COST shall also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT.

In the event that the PROJECT includes the purchase of equipment, all such purchases shall be performed in accordance with the FAA "Airport Improvement Program Equipment Procurement Procedures and Specifications". The SPONSOR shall maintain such equipment at a high level of cleanliness, safety, and mechanical soundness. Maintenance shall conform with the manufacturer's specifications for such equipment or as approved by the DEPARTMENT or the FAA, for the life of such equipment. Representative of the DEPARTMENT or the FAA, shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Contract. Such inspections by the DEPARTMENT or the FAA do not relieve the SPONSOR of its obligations hereunder, nor are such inspections to be construed as a warranty as to the propriety of the maintenance, but are undertaken for the sole use and information of the DEPARTMENT and the FAA.

14. The PROJECT COST participation is estimated to be as shown below and as in the attached Exhibit I.

	percent	dollar amount
Federal share	90%	\$615,600.00
DEPARTMENT share	5%	\$ 34,200.00
SPONSOR share	5%	<u>\$ 34,200.00</u>
Estimated PROJECT COST		\$684,000.00

Exhibit I is to be considered an estimate. The actual DEPARTMENT, FAA, and SPONSOR share of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

15. The PROJECT COST shall be met in part by contributions from the FAA and the DEPARTMENT. Upon final settlement of costs, the FAA funds will be applied to the eligible items of PROJECT COST at the rate established in the FAA grant. The State Airport Development funds will be applied to the balance of the PROJECT COST at a rate of 50 percent for those items eligible for state participation in an amount not to exceed Thirty Four Thousand Two Hundred Dollars (\$34,200.00).

16. Any change in scope of the PROJECT, PROJECT COST, DEPARTMENT'S share of the PROJECT COST, or term of this contract shall be by execution of a prior written amendment to this contract by the parties hereto.

17. Payment of all PROJECT COST incurred after execution of the FAA grant will be made by the DEPARTMENT, upon receipt of payment request approved by the SPONSOR. Payment of costs incurred by the SPONSOR prior to acceptance of the FAA grant will be the responsibility of the SPONSOR. Once an FAA grant has been issued, the DEPARTMENT will seek reimbursement from the FAA for funds expended by the SPONSOR or by the DEPARTMENT on behalf of the SPONSOR. Any items of PROJECT COST not participated in by the FAA or DEPARTMENT will be the sole responsibility of the SPONSOR.

18. Upon execution of this contract by the DEPARTMENT and execution of the FAA grant by the SPONSOR, the DEPARTMENT will bill the SPONSOR the amount shown as applicant share on Form 424 of the FAA grant.

The DEPARTMENT will bill the SPONSOR for the SPONSOR'S share of additional estimated PROJECT COST for changes approved in accordance with Section 16 at the time of execution of the amendment or change order for approved work. The SPONSOR shall make payment to the DEPARTMENT within thirty (30) days of the billing date.

The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR'S share of that item of PROJECT work.

Eligible PROJECT COSTS incurred by the SPONSOR may be submitted for credit towards the SPONSOR's share of the PROJECT COST provided it is submitted within 180 days of the date the costs were incurred or 180 days of the date of the FAA grant, whichever is later. Documentation of eligible PROJECT COST incurred by the SPONSOR shall include copies of the invoices and copies of both sides of the cancelled checks. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing.

19. The SPONSOR hereby pledges a sufficient amount of funds to meet its obligations as specified herein.

20. Upon completion of the PROJECT, payment of all PROJECT COSTS, completion of necessary audits, and financial closure to the FAA, the DEPARTMENT shall make final accounting to the SPONSOR. Any excesses or deficiencies will be returned to or billed to the SPONSOR. The SPONSOR hereby promises to repay, upon written notice from the DEPARTMENT, any disallowed items of cost previously disbursed by the DEPARTMENT. Deficiencies billed to the SPONSOR shall be paid within sixty (60) days of the billing date. If the SPONSOR has not made arrangements to make payment within sixty (60) days, the DEPARTMENT may withhold monies from present or future contracts and may pursue any other remedy to recover such deficiencies.

21. In the event it is determined by the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or authorizing work performance, may cancel the PROJECT, or any portion thereof, by giving written notice to the SPONSOR. In the event this occurs, this contract shall be void and of no effect with respect to the cancelled portion of the PROJECT. If the SPONSOR discontinues or abandons any condemnation case, the SPONSOR shall be responsible for all costs, fees, and damages allowed at law or equity. It is further agreed that any claims filed alleging a constructive or de facto taking shall be the responsibility of the SPONSOR with regard to damages, costs, interest, and attorney fees. Any PROJECT deposits on the cancelled portion, less PROJECT COST incurred on the cancelled portions, will be refunded following receipt of a letter from the SPONSOR requesting excess funds be returned, or at the time of financial closure of the FAA grant, whichever comes first.

The DEPARTMENT shall not participate in the PROJECT COST incurred on the cancelled portions of the PROJECT and Sections 14 and 15 shall not be construed to require the DEPARTMENT's participation in the cancelled portion.

22. The SPONSOR hereby agrees to furnish to the DEPARTMENT written reports, monthly, regarding the employment of persons, either directly or through subcontract to this contract, who have retired from State of Michigan employment pursuant to 1984 PA 2 and 3. Reports must comply with the Report Conditions and meet the Information Requirements set forth in Appendix "D", dated July 18, 1986, attached hereto and made a part hereof.

AEFAA18

23. The SPONSOR agrees to provide, and will require its subcontractors to provide, access by the DEPARTMENT or its representatives, to all technical data, accounting records, reports, documents, and work in process pertaining to this contract. Copies of technical data, reports, and other documents shall be provided by the SPONSOR or its sub-contractors to the DEPARTMENT upon request.

The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR'S obligations and duties contained in this contract.

24. The SPONSOR agrees to permit, and will require its subcontractors to permit, access by the DEPARTMENT or its representatives in order to audit its books and records at any reasonable time.

25. The SPONSOR agrees to retain, and will require its subcontractors to retain, all data and records pertaining to this contract until three (3) years after the final payment by the DEPARTMENT.

26. This contract shall be in effect from the date of execution through October 31, 1992.

27. The SPONSOR specifically agrees that in the performance of the PROJECT herein enumerated by itself, by a subcontractor, or by anyone acting in its behalf, that they will comply with any and all state, federal, and applicable local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

28. Any approvals, reviews, and inspections of any nature provided by the DEPARTMENT shall not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract and that such approvals are a governmental function incidental to the grant which is the subject of this contract.

Any approvals, reviews, and inspections provided by the DEPARTMENT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, reviews, and inspections provided by the DEPARTMENT to be construed as a warranty as to the propriety of the SPONSOR'S performance, but are undertaken for the sole use and information of the DEPARTMENT.

29. In connection with the performance of PROJECT work under this contract, the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix "A", attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d and

2000a-2000h-6 and the regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

30. The parties hereto further agree that they will abide by 49 CFR Part 23 with regards to DBE/MBE/WBE requirements in construction contracts.

31. In accordance with 1980 PA 278; MCL 423.321, et seq; MSA 17.458(22), et seq, the SPONSOR, in the performance of this contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the State of Michigan, Department of Labor, of employers who have been found in contempt of court by a FAA court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. The DEPARTMENT may void this contract or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this contract subsequently appears in the register during the performance period of this contract.

32. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof shall be the sole responsibility of the parties to that contract which is the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation shall be the financial responsibility of the SPONSOR.

33. In addition to the protection afforded by any policy of insurance, the SPONSOR agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, the DEPARTMENT, the FAA, and all officers, agents, and employees thereof:

- a. from any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the SPONSOR in connection with the SPONSOR's performance of the project assignments, and
- b. from any and all claims of injuries to, or death of, any and all persons, and for loss of or damage to property and environmental damage or degradation, and from attorney fees and related costs arising out of, under, or by reason of the SPONSOR's negligent performance of the project assignments under this contract, except claims resulting from the sole negligence of said indemnitee, its agents or employees.

34. The DEPARTMENT and the FAA shall not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to the contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract, or the solicitation thereof.

35. It is expressly understood and agreed that the SPONSOR shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, the FAA, the Michigan State Transportation Commission, and/or the Michigan Aeronautics Commission. In the event that the same occurs, for the purposes of this contract it will be considered as a breach of this contract thereby giving the State of Michigan, the DEPARTMENT, the FAA, the Michigan State Transportation Commission, and/or the Michigan Aeronautics Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

36. The SPONSOR hereby agrees that it will maintain said Airport in full operating condition on a year-round basis for a period of twenty (20) years in accordance with class "C" licensing requirements set forth by the Michigan Aeronautics Commission rules and regulations. During this period, the Airport shall not be abandoned or permanently closed without the express written permission of the DEPARTMENT. Failure to operate said Airport in accordance with the terms of the contract may constitute grounds for forfeiture of the PROJECT, and/or repayment of all grant amounts on a pro rata basis.

37. The SPONSOR will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States in the State of Michigan, and will not permit any activity thereon which would interfere with its use for airport purposes; provided that nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to any act of God or other condition or circumstances beyond the control of the SPONSOR.

38. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in FAA Advisory Circulars.

39. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto, and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the SPONSOR, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF ST. CLAIR

BY _____
Title

MICHIGAN DEPARTMENT OF TRANSPORTATION

By _____
Title

FILED AND RECORDED
1-25-90
RJL
ASSISTANT
ATTORNEY
GENERAL

REVIEWED
SJF
1/24/90
BUREAU OF
FINANCE

OCT 9, 1989

EXHIBIT I

PROPOSED 1990 FEDERAL/STATE/LOCAL PROGRAM

1. Perimeter Fencing

PROJECT FUNDING, ACT 192, P.A. 1989

	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>	<u>TOTAL</u>
CONSTRUCTION				
1. Perimeter Fencing	\$481,230	\$26,735	\$26,735	\$534,700
ENGINEERING	72,000	4,000	4,000	80,000
ADMINISTRATION	<u>14,670</u>	<u>815</u>	<u>815</u>	<u>16,300</u>
TOTAL PROJECT BUDGET	567,900	31,550	31,550	631,000
FUNDING CONTINGENCY	<u>47,700</u>	<u>2,650</u>	<u>2,650</u>	<u>53,000</u>
TOTAL TRANSFER	\$615,600	\$ 34,200	\$34,200	\$684,000

Estimated Bidding Date - February, 1990

emw:airdevel\1023-f.fb

APPENDIX A

August, 1985

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinbefore set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following; employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individuals ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contact or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission* finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/ or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, under the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

*The Civil Rights Commission referred to is the Michigan Civil Rights Commission.

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX D
(July 18, 1986)

REPORT OF RETIRED STATE EMPLOYEES

CONDITIONS

1. Include only names of persons under sixty-two (62) years of age who have performed a portion of the work required by this agreement and have also received remuneration therefore during the time period covered by the report.
2. Reports are to be submitted to the DEPARTMENT'S Office of Human Resources by the first (1st) of each month during the term of this agreement.

INFORMATION REQUIREMENTS

The following information is required in each Report of Retired State Employees:

1. MDOT Agreement or Contract Number.
2. Name of reporting firm.
3. Total original dollar amount of Contract or Agreement.
4. Name and Social Security number of Retiree(s) receiving remuneration.
5. Month during which work was performed.
6. The report is to be legibly signed by a representative of the firm and dated.

RESOLUTION 90-6

ADOPTING PARKING CONTROL AND ENFORCEMENT ORDINANCE

WHEREAS, the St. Clair County Board of Commissioners recognizes the need to provide for controls within County owned and operated parking lots so as to ensure the safe and proper use of those parking lots, and

WHEREAS, the purpose of those controls shall be to:

- 1) Restrict and limit access to those parking lots
- 2) Provide for and designate space for County Employees, County Building patrons and the general public
- 3) Avoid unnecessary congestion


NOW, THEREFORE, BE IT RESOLVED, that the attached St. Clair County Parking Control and Enforcement Ordinance is hereby adopted in accordance with the provisions of State of Michigan Public Act No. 58 of 1945, as amended.

BE IT FURTHER RESOLVED, that a copy of this ordinance shall be published in a newspaper of general circulation in the County of St. Clair.

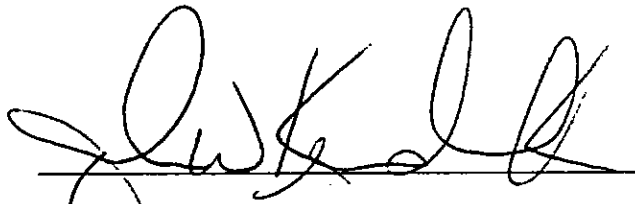
BE IT FURTHER RESOLVED, that this Ordinance shall take effect thirty (30) days after its adoption by this Board of Commissioners.

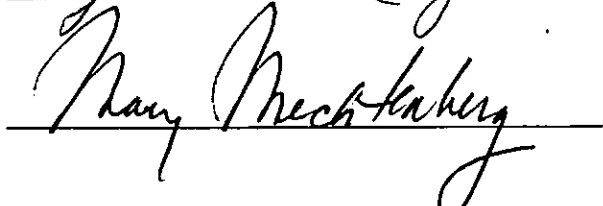
DATED: January 24, 1990

Reviewed and Approved by:



Terrence P. Houlahan
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060



Judith A. Keegan


Nancy Breckelberg

PARKING CONTROL AND ENFORCEMENT ORDINANCE

An Ordinance for and relating to the establishment of County owned and operated parking lots and providing for the control of and enforcement of said parking lots.

ARTICLE 1 STATUTORY AUTHORIZATION

Pursuant to Public Acts of the State of Michigan, Act 58 of 1945 as amended, the St. Clair County Board of Commissioners is authorized to establish and maintain parking lots, to promulgate regulations for the operation of parking lots, and to prescribe civil sanction.

ARTICLE II PURPOSE

To provide control for and restrict and limit access to the County owned and operated parking lots; to provide for and designate parking space to County employees, County Building(s) patrons, and the general public; to avoid unnecessary congestion; and to provide for the safe and proper use of those parking lots.

ARTICLE III DEFINITIONS

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meanings they have in common usage and to give this Ordinance its most reasonable application.

- 1) Handicapped person - Any person as described under the State of Michigan Motor Vehicle Code, 1949 P.A. 300, as amended.
- 2) Loading Zone - The space(s), designated by signs, reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.
- 3) Park - To stand a vehicle whether occupied or not, for a period of time greater than is reasonably necessary for the actual loading and unloading.
- 4) Parking Lot - County owned and operated areas, designated by signs, for the specified use of vehicle parking.

ARTICLE IV ADMINISTRATION

The County parking lots now owned and operated, or, hereafter acquired or established by the County, shall be under the supervision of the County Administrator/Controller. The County Administrator/Controller shall establish and issue such parking control orders as may be necessary to carry out the provisions of this Ordinance.

Section 1 General Prohibitions

No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic, or in compliance with law, or the directions of a police/sheriff officer or traffic control device, in any of the following places:

- 1) On a sidewalk.
- 2) In any place or in any manner so as to block or hamper immediate use of and immediate egress from any building.
- 3) At any place where official signs prohibit parking, standing, or stopping.
- 4) In a parking space clearly identified by an official sign as being reserved for use by handicappers which is on public or private property available for public use; unless the person is a handicapper as described under State of Michigan Motor Vehicle Code, 1949 P.A. 300, as amended; or unless the person is parking the vehicle for the benefit of a handicapper. A certificate of identification issued under State of Michigan Motor Vehicle Code, 1949 P.A. 300, as amended, to a handicapper, shall be displayed on the lower left corner of the front windshield or a special registration plate issued under State of Michigan Motor Vehicle Code, 1949 P.A. 300, as amended, to a handicapper shall be displayed on the vehicle.
- 5) In violation of an official sign restricting the period of time or manner of parking or eligibility for parking.
- 6) In a space controlled or regulated by a meter, in a publicly owned parking area or structure, if the allowable time for parking indicated on the meter has expired.

Section 2 Restrictions and Prohibitions at Specific Places

No person shall stop, stand or park vehicle, except when necessary to avoid conflict with traffic or in compliance with law or the direction of a police/sheriff officer; in violation of any parking restriction or prohibition established for specific places by traffic-control orders promulgated in accord with the provisions of this Ordinance, provided, signs stating such restrictions or prohibitions are duly posted in accordance with this Ordinance, except that a driver of a passenger vehicle may stop temporarily, in such restricted or prohibited zone for the purpose of and while actually engaged in loading and unloading of passengers when such stopping does not interfere with traffic.

Section 3 St. Clair County Government Complex-Parking Area

As authorized by Public Act 58, of the State of Michigan of 1945 (M.C.L. s 46.187), as amended, the following described St. Clair County Government Complex parking lots shall be regulated, as indicated in this section, by the County of St. Clair:

1) Lot #1 - Sheriff Department/Jail

Located adjacent to the south side of the Sheriff Department/Jail Building. Entrance/exit are located off Fort and Merchant Streets. Access is controlled by gates at the entrance/exit. Parking is restricted to designated individuals and vehicles only.

2) Lot #2 - County Building

Located immediately between the County Building and the Sheriff Department/Jail Building parking lot. Entrances/exits are located off Fort Street. Parking is available by Permit Only with the exception of ten (10) parking spaces designated and posted/signed as short-term parking for County Building Patrons Only.

3) Lot #3 - Library Building

Located immediately adjacent to the east side of the Library Building. Entrance/exit is located off McMorran Boulevard. Parking is available to Library Patrons only.

4) Lot #4 - Annex Building

Located immediately adjacent to the east/southeast side of the County Annex Building. Entrance/exit is located off Merchant Street. Parking is available by Permit Only.

5) Lot #5 - Grand River Parking Lot

Located immediately south of the Library Building and the Annex Building. Entrances/exits are located off Merchant Street and Grand River Avenue. Parking is available by Permit Only and metered parking is available to the public.

6) Lot #6 - Public Service Building(s)

Located immediately adjacent to the west side of the Public Service Building(s). Entrances/exits are located off Moak Street. Parking is available for County employees and Public Service Building(s) patrons.

7) Lot #7 - 72nd District Court Building - Marine City

Located immediately adjacent to the District Court Building-Marine City. Entrance/exit is located off South Parker Road. Parking is available for County employees and District Court patrons.

8) Lot #8 - St. Clair County Park - Goodells

Located within the immediate area of the County Park Building and Grounds. Entrances/exits are located off County Park Drive. Parking is available for County employees and the general public who are attending functions/activities within the County Park Grounds.

ARTICLE VI

PENALTY

Section 1 General Penalty

Any person, firm, or corporation violating any provision of this Ordinance, shall be fined not less than two dollars, nor not more than ten dollars for each offense.

Section 2 Tickets

For offenses committed under this Ordinance, authorized enforcement agents may issue a parking violation ticket notifying the offender of the specific violation, location, and time of the violation, the amount of the fine(s), and the required method of payment of the fine(s).

Section 3 Prima Facie Proof

The fact that a vehicle, which is illegally parked, is registered in the name of a person, shall be considered prima facie proof that such person was in control of the vehicle at the time of such parking.

Section 4 Parking Violations

Any person accused of a violation of this Ordinance prohibiting parking a vehicle in a designated area or restricting the length of time a vehicle may be parked there, or parking in a metered area without putting a coin in the meter to cover the required time, may settle and compromise the claim against him/her for such illegal parking, by paying to the County of St. Clair the sum as designated on the ticket within five (5) days from when the alleged offense occurred.

Section 5 Towing Away Parked Vehicles

The authorized enforcement agents are hereby authorized to remove and tow away, or have removed and towed away by commercial towing service, any vehicle illegally parked in any place where such parked vehicle creates or constitutes a traffic hazard, blocks the use of fire hydrants, obstructs or may obstruct the movement of any emergency vehicle, or is abandoned in the parking lots.

Vehicles so towed away for illegal parking shall be stored in a safe place and shall be restored to the owner or operator of such vehicle upon payment of a fee of twenty-five dollars within twenty-four hours after the time such vehicle was removed, plus twenty-five dollars for each additional twenty-four hours or fraction thereof. The owner of the vehicle will be responsible for all towing costs.

When a vehicle is authorized to be towed away, the authorized enforcement agent shall keep and maintain appropriate detailed records.

ARTICLE VII

PARKING METERS

Section 1 Establishment of Metered Spaces and Zones

Spaces and zones to be known as parking metered spaces and zones may be established by parking-control orders issued by the County Administrator/Controller in any County owned and operated parking lot. Such parking-control orders may establish a maximum legal parking limit for spaces, zones, and lots and prescribe the coins to be deposited to operate the meters placed therein.

Section 2 Installation, Marking, and Manner of Use of Meter Space

The County Administrator/Controller is authorized to install parking meters in parking metered spaces and zones, and have lines or markings painted upon the lot surface controlled by each parking meter to designate the parking space for which the meter is to be used. The meter shall be installed adjacent to such space. No person shall park any vehicle upon or across any such line or marking. The foremost part of a vehicle shall be adjacent to the parking meter and the entire vehicle, insofar as possible, shall be centered within the designated parking space.

Section 3 Meter Specifications

Each parking meter shall display, by a signal, that the parking space adjacent thereto is or is not legally in use. Each parking meter shall display, on deposit of a United States coin of the denomination mentioned on the meter, a signal indicating legal parking for that period of time which may be established for that area or zone of the lot upon which the parking meter is installed, and which is permitted for the deposit of the specific coin inserted. Upon the expiration of the time limit, the parking meter shall indicate by a signal that the lawful parking has expired.

Section 4 Deposit of Coin Required, Overtime Parking

Whenever a vehicle is parked in the space adjacent to a parking meter, the operator of the vehicle shall immediately deposit or cause to be deposited in such a manner, a coin of the United States of a denomination mentioned on the meter. Thereupon, the parking space may be lawfully occupied by such vehicle during the period of parking time indicated on the meter. No person shall leave any vehicle in any metered parking place except while within the lawful period of parking time indicated on the parking meter regulating such place, nor in any case longer for the lawful parking time permitted in such space, zone, or lot.

Section 5 Deposit of Coin for Purpose of Extending Parking Time Limit

No person shall deposit or cause to be deposited in a parking meter a coin for the purpose of increasing or extending the parking time of any vehicle beyond the legal parking time which has been established for the parking space adjacent to the parking meter.

Section 6 Deposit of Slugs

No person shall deposit or cause to be deposited in any parking meter, any slug, device, or metallic substitute for a United States coin.

Section 7 Removing, Damaging, etc.; Meters

No person shall remove, deface, injure, tamper with, open or willfully break, destroy, or impair the usefulness of any parking meter.

ARTICLE VIII EFFECTIVE DATE OF ORDINANCE

This Ordinance shall take effect thirty (30) days after the date of its adoption.

DATED: January 24, 1990

RESOLUTION 90-2

IMPLEMENTING TAX DEFERMENT PROVISION OF THE PROBATE/JUDGES' RETIREMENT ACT, AS AMENDED, AND THE U.S. INTERNAL REVENUE CODE

WHEREAS, Probate Judges are covered for retirement pension purposes under either the Probate Judges' Retirement Act, being Act 165 PA 1954 and Act 198 PA 1951, as amended, and


WHEREAS, the Probate Judges' Retirement Act and the Judge's Retirement Act were recently amended by Acts 187 and 208 of the Public Acts of 1984, respectively, to provide for tax deferment of a probate judge's member contributions as provided under Section 414(h) (2) of the United States Internal Revenue Code, and

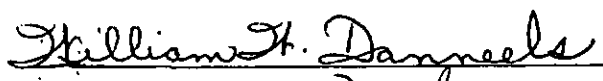


WHEREAS, probate judges who are members of the respective Probate/Judge's Retirement Systems desire to become covered under the tax deferment provision of the Probate/Judges' Retirement Acts, as amended and the United States Internal Revenue Code.

NOW, THEREFORE, BE IT RESOLVED, that the County of St. Clair hereby elects coverage for its probate judges as provided by the Probate/Judges' Retirement Acts, as amended, effective January 1, 1990, and requests that a copy of this RESOLUTION be filed with the Probate/Judges' Retirement System and the Administrator/Controller of St. Clair County for the purpose of recording and implementing this action.

DATED: January 3, 1990

Reviewed and Approved by:


TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060

AMENDING ST. CLAIR COUNTY EMPLOYEES'
RETIREMENT SYSTEM ORDINANCE

WHEREAS, the St. Clair County Employees' Retirement System Ordinance is printed in booklet form entitled "St. Clair County Employees' Retirement Plan", which was adopted by the Board of Supervisors, January 1, 1964, and

WHEREAS, the St. Clair County Employees' Retirement System Ordinance was updated by amendments on January 1, 1972, and January 1, 1979, and

WHEREAS, the Trustees of the St. Clair County Employees' Retirement System have been reviewing and rewriting language to bring the plan in conformity with current legislation concerned therewith, and

WHEREAS, the Trustees of the St. Clair County Employees' Retirement System have reviewed the aforesaid booklet and have prepared a proposed revised edition of said booklet incorporating therein the amendments thereto previously adopted and containing additional proposed amendments and corrections, and

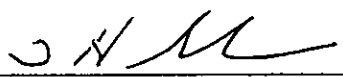
WHEREAS, a copy of the proposed revised booklet which was unanimously approved by the Trustees of the St. Clair County Employees' Retirement System on December 19, 1989, is attached hereto and made a part hereof as Addendum "A".


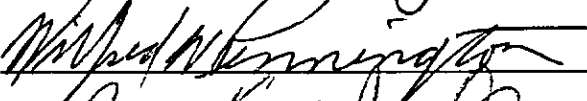

NOW, THEREFORE, BE IT RESOLVED, that the St. Clair County Employees' Retirement System Ordinance may be and the same is hereby amended in accordance with Addendum "A", attached hereto, and be it further resolved that the Ordinance be re-printed in its entirety, and

BE IT FURTHER RESOLVED, that the St. Clair County Employees' Retirement System Ordinance as amended herewith shall be effective as of January 1, 1990.

DATED: April 14, 1990

REVIEWED AND APPROVED BY:


TERRENCE P. HOULAHAN
Assistant Corporation Counsel
301 County Building
Port Huron, MI 48060

AN ORDINANCE AMENDING AND RESTATING THE ST. CLAIR COUNTY EMPLOYEES' RETIREMENT SYSTEM ORDINANCE TO INCORPORATE ACCUMULATED CHANGES, REMOVE OBSOLETE MATERIAL, AND TO CONFORM TO APPLICABLE PROVISIONS OF STATE AND FEDERAL LAW.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF ST. CLAIR:

that the St. Clair County Employees' Retirement System ordinance is hereby amended and restated in its entirety to read as follows:

ARTICLE I

Retirement System Effective Date; Continuation; Purpose.

Section 1.1 The St. Clair County Employees' Retirement System established effective January 1, 1942 under authority of section 12a of Act No. 156, Public Acts of 1851, as amended, is continued for the purpose of providing retirement income to qualifying employees and former employees, and survivor income to their qualifying beneficiaries.

Short Title; Application; Effective Date of Restatement.

Section 1.2. (a) This ordinance may be cited as the St. Clair County retirement ordinance.

(b) This restatement will apply to individuals employed by the county on and after the effective date of the restatement. The retirement rights of an individual whose county employment terminated before the effective date of this restatement will be governed by the provisions of the retirement system ordinance in effect on the date the individual last terminated county employment.

(c) This ordinance shall become effective immediately upon final passage by the Board of Commissioners of the County of St. Clair on January 1, 1990 and after having been approved by the county pension plan committee if required under MCLA 46.12a (13).

Financial Benefits; Annual Funding

Section 1.3 (a) The accrued financial benefits of each pension plan and retirement system of the state and its political subdivisions shall be a contractual obligation thereof which shall not be diminished or impaired thereby.

(b) Financial benefits arising on account of service rendered in each fiscal year shall be funded during that year and such funding shall not be used for financing unfunded accrued liabilities.

ARTICLE II

Definitions.

Section 2.1. As used in this ordinance:

(a) "Accumulated member contributions" means the balance in a member's individual account in the reserve for member contributions.

(b) "Beneficiary" means an individual who is being paid or who has entitlement to the future payment of a pension on account of a reason other than the individual's membership in the retirement system.

(c) "Compensation" means the salary or wages paid an employee for personal services rendered the county while a member of the retirement system. Salary and wages shall include: longevity pay; cost of living allowance; overtime pay; shift differentials; pay for periods of absence from work by reason of vacation, holiday, and sickness; premium pay for educational achievements; severance and/or vacation pay-off; deferred compensation amounts under deferred compensation programs recognized by the Board of Trustees. Compensation shall not include any remuneration or reimbursement not specifically stated to be included, such as: allowances for clothing, equipment, cleaning and travel; reimbursement of expenses; bonuses, payments in consideration of unused sick leave; fringe benefit and any amount applicable to periods of employment other than the time period used to determine final average compensation.

(d) "County" means St. Clair County and shall include the St. Clair County Road Commission.

(e) "Final average compensation" means the average of the annual compensations paid a member during any five years of credited service producing the highest average, contained within the ten years of credited service immediately preceding the member's last termination of employment with the county, if the member has at least five years of credited service. Final average compensation means the aggregate amount of compensation paid a member divided by the member's years and fractions of a year of credited service if the member has less than five years of credited service.

(f) "Pension" means a series of equal monthly payments by the retirement system. Payment may be for a temporary period or throughout the future life of a retired member or beneficiary.

(g) "Retired member" means an individual who is being paid a pension on account of the individual's membership in the retirement system.

(h) "Service" means personal service rendered the county while a member of the retirement system and qualifying military service pursuant to Article IV and any service credited by specific Board resolution consistent with applicable law.

ARTICLE III

Included Positions.

Section 3.1. Included positions are:

The County Board of Commissioners, the Board of County Road Commissioners, The Social Services Board, and an individual who is employed by the county, its offices or departments, in a permanent position shall be a member of the retirement system unless employed in an excluded position enumerated in Section 3.2. For purposes of this section, a permanent position is defined as a position normally requiring 1000 hours or more per calendar year. In case of doubt the Board of Trustees shall decide who is a member.

Excluded Positions.

Section 3.2. Excluded positions are:

(a) Positions which are compensated on a basis not subject to the withholding of Federal income taxes or FICA taxes by the county or to existing fringe benefits provided by the county.

(b) Any position held by a retired member unless included pursuant to the retired member's selection under Section 6.7.

(c) Members of boards and commissions paid exclusively on a per diem basis.

(d) Any position held by a person who is included by law in any other pension or retirement system by reason of the compensation paid by the county, except the Federal Old Age, Survivors and Disability Insurance program.

(e) Temporary positions.

(f) Part-time employees. For purposes of this section, a part-time employee is an employee who is employed in a position normally requiring less than 1000 hours per calendar year.

(g) any persons engaged for special services on a contractual or fee basis, where they are not recipient of the standard existing fringe benefits provided by the county.

Termination of Membership.

Section 3.3. An individual shall cease to be a member of the retirement system upon termination of employment as provided for membership in Section 3.1 above or upon becoming employed in an excluded position. Upon re-employment by the county in an included position entitling the employee to membership, the individual shall again become a member.

Section 3.4. A member who ceases to be a member for a reason other than retirement or death shall be a vested former member if the member has 8 or more years of credited service, and individual's accumulated member contribution has not been refunded under provisions of Section 11.6.

ARTICLE IV

Credited Service; Earning of.

Section 4.1. Service rendered by a member shall be credited to the member's individual credited service account in accordance with rules the Board of Trustees shall prescribe. Service shall be credited to the nearest 1/12 year. A member in a position designated by the employer as a position normally requiring 1000 hours or more in a calendar year but less than 1950 hours in a calendar year shall receive credit for a fraction of a year. The fraction shall be equal to the number of hours worked during the calendar year divided by the number of full-time hours for the calendar year. In no case shall:

(a) More than one year of credited service be credited on account of all service rendered by a member in any one calendar year.

(b) Less than ten days of service in a calendar month be credited as a month of service.

Credited Service; Forfeiture of.

Section 4.2. Credited service shall be forfeited if an individual ceases to be a member and does not qualify as a vested former member. Credited service shall be forfeited if an individual, including a vested former member, receives a refund of accumulated member contributions.

Credited Service; Reinstatement of.

Section 4.3. A member may have forfeited credited service attributable to service rendered during a period in which the member was required to contribute to the retirement system restored upon satisfaction of each of the following conditions:

(a) The member acquires 2 years of credited service after returning to membership;

(b) The retirement system is paid the total amount of accumulated member contributions previously withdrawn plus compound interest at the rate determined by the Board of Trustees from the dates of withdrawal to the dates of repayment;

(c) The repayment is initiated and completed within the time periods established by the Board of Trustees.

Military Service; (Intervening) Conditions for Credited Service.

Section 4.4. A member who enters any armed service of the United States shall be entitled to credited service for periods of active duty lasting 30 or more days, if each of the following conditions are satisfied:

(a) The member entered the armed service before June 1, 1980 or entered during a time of war or emergency condition on or after June 1, 1980;

(b) The individual is re-employed by the county within 1 year from and after the date of termination of active duty;

(c) The individual becomes a member and pays the retirement system the total amount of accumulated member contributions previously withdrawn, plus compound interest from the dates of withdrawal to the dates of repayment;

(d) The member has accumulated at least 10 years of credited service subject to applicable statutes.

(e) The member pays the retirement system 5% of the member's annual full-time rate of compensation at the time of payment multiplied by the period of service being purchased;

(f) Credited service shall not be granted for periods of military service which are or could be used for obtaining or increasing a benefit from another retirement system;

(g) No more than 5 years of credited service shall be granted on account of all military service of the member.

Military Service; (Non-intervening) Conditions for Credited Service.

Section 4.5. A member who has served in any armed service of the United States shall be entitled to credited service for periods of active duty lasting 30 or more days, if each of the following conditions are satisfied:

(a) The member has at least 10 years of credited service, not including any credited service acquired for intervening military service under the provisions of Section 4.4;

(b) The member pays the retirement system 5% of the member's annual, full-time rate of compensation at time of payment multiplied by the period of service being purchased;

(c) Armed service credited a member under this paragraph shall not exceed the smaller of 2 years and the difference between 5 years and the intervening armed service credited the member under Section 4.4;

(d) Credited service shall not be granted for periods of military service which are or could be used for obtaining or increasing a benefit from another retirement system;

(e) The member entered the armed service before June 1, 1980 or entered during a time of war or emergency condition on or after June 1, 1980;

(f) The member elects to purchase the service and contributes the required amount to the retirement system within 1 year of the member's eligibility date. The eligibility date for County employees whose employment is not subject to collective bargaining is January 1, 1990. The purchase of non-intervening military service will apply to a County employee whose employment is subject to collective bargaining only if included in the applicable bargaining agreement. If included, the eligibility date will be as specified in the agreement.

Reciprocal Retirement System.

Section 4.6. The retirement system is a reciprocal retirement system under the provisions of Act 88, public Acts of 1961 of the State of Michigan, as amended. Affirmative action was taken by St. Clair County on April 19, 1966.

ARTICLE V

Benefit groups; Composition of.

Section 5.1. The following benefit groups are designated for the purpose of determining benefit eligibility conditions, benefit amounts, and member contribution rates.

(a) Benefit group general. All members not included in another benefit group.

(b) Benefit group sheriff deputy. All members employed in the sheriff department in the classification of Correction Officer, Deputy, Detective, Youth Service Detective, Corporal, Sergeant, Lieutenant, or Captain.

Benefit Groups; Effect on Retirement Eligibility

Section 5.2. Benefit eligibility conditions shall be those applicable to the member's benefit group at time of termination of membership.

Benefit groups; Effect on Pension Amount.

Section 5.3. Pension amounts shall be separately determined for each benefit group for which the member has credited service, using retirement system provisions in effect at the time of termination of membership, provided no accrued and vested benefits of members shall be diminished or decreased thereby. The amount of a pension under optional form of payment SL (sec. 6.4) is equal to the sum of separate amounts determined in accordance with the benefit formula applicable to each benefit group under which the retiring individual has credited service. The amount of pension attributable to credited service under a particular benefit group is equal to a fraction of the amount of pension determined as if the individual's total credited service in force was under the benefit group. The numerator of the fraction is the individual's credited service under the benefit group. The denominator of the fraction is the individual's total credited service.

ARTICLE VI

Normal Retirement; Conditions for.

Section 6.1. An individual may retire upon satisfaction of each of the following requirements.

(a) A written application for retirement, in the form prescribed by the Board of Trustees, has been filed with the retirement system.

(b) Membership is terminated immediately prior to effective date of retirement.

(c) The individual meets the applicable age and/or service requirements for normal retirement.

Normal Retirement; Age and Service Requirements.

Section 6.2. The age and/or service requirements for normal retirement are:

(a) Benefit group general. The individual has attained age 55 years and has 25 or more years of credited service; or the individual has attained age 60 years and has 8 or more years of credited service.

(b) Benefit group sheriff deputy. The individual has 25 or more continuous years credited service; or the individual has attained age 60 years and has 8 or more years of credited service or has attained age 55 years and has 25 or more years of credited service.

Upon normal retirement as provided in this section an individual shall be paid a pension computed according to section 6.4.

Normal Retirement; Vested Terminated Member.

Section 6.3.

(a) A vested former member may retire upon attainment of age 55 if the vested former member has 25 or more years of credited service, upon attainment of age 60 if the vested former member has fewer than 25 years of credited service.

(b) Such a person shall not receive service credit for the period of his absence from county employment nor shall he or his beneficiary be entitled to any benefits not provided herein.

(c) Upon retirement as provided in this section a vested former member shall be paid a pension computed according to the provisions of Section 6.4 in effect on the date the employee ceased to be a member.

Normal Retirement Pension; Amount.

Section 6.4. The applicable benefit formulas under form of payment SL (Straight Life) are as follows:

(a) Benefit group general. Two percent (.02) of final average compensation multiplied by years of credited service.

(b) Benefit group sheriff deputy. Two percent (.02) of final average compensation multiplied by years of credited service.

If the member or vested terminated member has credited service with more than one benefit group, the pension amount shall be computed in accordance with the provisions of Section 5.3.

Normal Retirement Pension; Maximum.

Section 6.5. The maximum amount of a pension is sixty-four percent (.64) of an individual's final average compensation.

Section 6.6. Age 65+ Check.

(a) A retired member who attains or has attained the age of 65 shall, in December of each year, receive a payment equal to \$12.50 for each complete calendar month in that year during which the retired member was 65 or more years of age. This payment shall be known as the Age 65+ Check.

(b) If a retired member should die after attaining age 65, but before either the initial Age 65+ Check or any subsequent Age 65+ Check is issued, a check will be issued to the retired member's estate equal to \$12.50 for each complete calendar month prior to retired member's death and subsequent to either his initial qualification or, if that initial qualification was in a prior calendar year, January 1st of the year in which death occurred. Payments shall not be pro rated for any period of time less than a calendar month.

Re-employment by County; Appointment; Election; Effect on Pension Payments

Section 6.7. If a retired member becomes re-employed, appointed or elected to a position with the county which is normally covered by the Retirement System and is then receiving retirement benefits of any nature from the retirement system, such retired member shall select among the following:

Selection 1: Retired member may voluntarily renounce continued receipt of retirement benefits, re-enter the membership of the retirement system, continue to accrue credit service and all other applicable benefits and upon the cessation of retirement benefits, receive compensation for services rendered in his/her new position with the County, (subject to actuarial adjustment to take into account benefits previously paid) or

Selection 2: Except in the case of elected officials, retired member may continue to receive retirement benefits together with compensation for services as the result of re-employment or appointment but shall be prohibited from further membership in the retirement system.

Selection 3: In the case of elected officials, they may continue to receive retirement benefits together with compensation for services rendered in their public office and shall be permitted to re-enter the retirement system as new members subject to all of the conditions of new membership, including vesting requirements. Such public officials will not be permitted the use of prior service credit for any purposes whatsoever but remain subject to all of the conditions and requirements of a new initial membership.

ARTICLE VII

Form of Payment of a Pension.

Section 7.1. A member may elect to have pension payments made under any one of the following forms of payment and name a survivor beneficiary. The election and naming of survivor beneficiary must be made on a form furnished by and filed with the retirement system prior to the date the first pension payment is made. An election of form of payment may not be changed on or after the date the first pension payment is made. A named survivor beneficiary may not be changed on or after the date the first pension payment is made if form of payment A, B, C or D is elected. A named survivor beneficiary may be changed or may be more than one person only if form of payment SL is elected. A named survivor beneficiary must have an insurable interest in the life of the member or vested former member at the time of naming. Payment shall be made under form of payment SL if there is not a timely election of another form of payment. The amount of pension under forms of payment A, B, C, and D shall have the same actuarial present value, computed as of the effective date of the pension, as the amount of pension under form of payment SL.

Form of Payment SL - Straight Life Pension. The retired member is paid a pension for life under form of payment SL. Upon the death of the retired member no continuing pension, fringe, or medical insurance benefits will be provided to the surviving beneficiary.

Form of Payment A - Life Payments with Full Continuation to Survivor Beneficiary. The retired member is paid a reduced pension for life under form of payment A. Upon the death of the retired member during the lifetime of the named survivor beneficiary, the named survivor beneficiary is paid the full amount of reduced pension until death.

Form of Payment B - Life Payments with One-Half Continuation to Survivor Beneficiary. The retired member is paid a reduced pension for life under form of payment B. Upon the death of the retired member during the lifetime of the named survivor beneficiary, the named survivor beneficiary is paid one-half the amount of reduced pension until death.

Form of Payment C - Life Payments with Full Continuation to Survivor Beneficiary with Pop-Up. The retired member is paid a reduced pension for life under form of payment C. Upon the death of the retired member during the lifetime of the named survivor beneficiary, the named survivor beneficiary is paid the full amount of reduced pension until death. Should the survivor beneficiary predecease the retired member, the retired member's pension shall be re-computed (pop-up) to a straight life pension (form of payment SL).

Form of Payment D - Life Payments with one-Half Continuation to Survivor Beneficiary with Pop-Up. The retired member is paid a reduced pension for life under form of payment D. Upon the death of the retired member during the lifetime of the named survivor beneficiary, the named survivor beneficiary is paid one-half the amount of reduced pension until death. Should the survivor beneficiary predecease the retired member, the retired member's pension shall be re-computed (pop-up) to a straight life pension (form of payment SL).

ARTICLE VIII

Disability Retirement; Conditions for.

Section 8.1. The Board of Trustees may retire a member who becomes incapacitated for continued employment by the county if each of the following conditions are met:

(a) Application for disability retirement is filed with the retirement system by either the member or the county, while the member is in the employment of the county.

(b) The member has ten or more years of credited service.

(c) The member undergoes all medical examinations and tests ordered by the retirement system, and releases to the retirement system all medical reports and records requested by the retirement system.

(d) The medical committee reports that (i) the member is mentally or physically totally incapacitated for any continued employment by the county, (ii) the incapacity is likely to be permanent, and (iii) the member should be retired. The effective date of a disability retirement shall not predate (i) the date of disability, or (ii) the date the member ceases to be paid by the county.

(e) For each determination of disability of a member a medical committee shall be appointed. The medical committee shall be composed of one physician named by the Board of Trustees and one physician named by the member. If the medical committee can not agree on the status of the member, a third physician, named by the first two physicians, shall be added to the medical committee and the majority opinion of the medical committee shall prevail.

Disability Retirement Pension; Amount; Form of Payment.

Section 8.2. The amount of a disability pension shall be computed according to Article VI. In no case shall a disability pension be less than the sum of 10 percent of the first \$4,800 of the member's final average compensation plus 15 percent of the portion, if any, of the member's final average compensation in excess of \$4,800. The disability retired member shall have the right to elect a form of payment provided in Section 7.1.

Disability Retirement; Special Provisions if Duty Incurred.

Section 8.3. The following exceptions to the provisions of sections 8.1 and 8.2 shall apply if the Board of Trustees finds that the member's disability is the direct result of the member's performance of duty as an employee of the county and if the member is in receipt of worker's compensation on account of the disability arising out of and in the course of county employment:

(a) The requirement of ten years of credited service shall be waived.

(b) Upon termination of the worker's compensation period, the disability pension shall be re-computed by increasing the member's credited service for the statutory period for payment of the worker's compensation.

(c) A member of benefit group sheriff deputy shall be eligible for a disability pension under the following provisions: (i) the disability shall be duty related (ii) compensation shall be based on 50 percent of compensation at the time of disability with 10 years of service (iii) should the employee be eligible for worker's compensation and/or Social Security, disability compensation shall be offset.

Disability Retirement Pension; Limitation on Amount.

Section 8.4. (a) The provisions of this section shall apply during the period, if any, between the effective date of a disability pension and the date the disability retired member attains age 60 years. Application of the limitation shall be to the amount of pension under form of payment SL. The effect of an election of any other form of payment shall be taken into account after application of the provisions of this section.

(b) The amount of a disability pension shall not exceed the difference between one hundred percent of the disability retired member's final average compensation and the amount of the disability retired member's income.

(c) A disability retired member's income is the annualized sum of the following amounts:

(1) Remuneration for personal services rendered in any gainful employment.

(2) Worker's compensation weekly benefits, redemptions, and settlements, on account of the same disability for which retired. Worker's compensation benefits for bona fide medical expenses, as determined by the Board of Trustees, shall not be considered income.

(3) Payments from any program of salary continuance, sickness and accident insurance, disability benefits, or program of similar purpose, financed in whole or in part by the county.

(4) Unemployment insurance or similar payments by reason of the member's county employment.

(d) The retirement system shall periodically request substantiated income information from retired member's subject to this section. Failure to provide the requested information within ninety (90) days of the request shall cause suspension of payment of the pension until the information is received.

Disability Retirement Pension; Continuation Subject to Re-examination;
Suspension/Termination of Pension.

Section 8.5. (a) At least once each year during the first 5 years following a member's retirement for disability and at least once in every 3 year period thereafter, the retirement system may require a disability retired member to undergo periodic medical or other re-evaluation if the individual has not attained age sixty years. If the disability retired member refuses to submit to re-evaluation, payment of the pension may be suspended by the Board of Trustees. If the refusal continues for one year, the Board of Trustees may revoke the disability retired member's rights in and to the disability pension. A disability pension shall be terminated if the medical advisor selected by the Board of Trustees reports that the disability retired member is no longer mentally or physically totally incapacitated for any continued employment by the county and the Board of Trustees concurs with the report. The Board may resolve differences of opinion under this section by the appointment of a new medical committee whose majority decision should be final and binding on all parties. (See Section 8.1 (f).)

(b) The membership status of a terminated disability retired member who is returned to county employment shall be governed by the provisions of Article III. Actual credited service at time of disability retirement shall be restored upon again acquiring membership. Credited service shall not be granted for the period of disability retirement unless the member was in receipt of worker's compensation on account of a disability arising out of and in the course of county employment.

(c) A terminated disability retired member who does not re-acquire membership and restoration of credited service shall have actual credited service at time of disability retirement restored if such restoration enables the individual to become a vested former member.

ARTICLE IX

Survivor pension; Conditions for Automatic Pension to Spouse.

Section 9.1. A pension shall be paid for life to the surviving spouse of a deceased member if each of the following conditions are met:

- (a) The member has 10 or more years of credited service;
- (b) The member was married to the surviving spouse at time of death.
- (c) The member died while an employee of the county.
- (d) No qualified domestic relations court orders to the contrary are in effect.

Survivor Pension; Amount of Automatic Pension to Spouse.

Section 9.2. (a) The amount of an automatic pension payable to the spouse shall be computed as if the deceased member has retired the day preceding death under the normal retirement provisions (Article VI) and elected form of payment A and nominated the said spouse as beneficiary (section 7.1). Upon the death of the spouse, the pension shall terminate.

(b) If the deceased member does not leave a spouse, or if the spouse dies subsequent to the member's death, and the member leaves an unmarried child or children under age 18 years, each such child shall receive an equal share of 50% of the pension. A child's pension shall terminate upon the child's adoption, marriage, attainment of age 18 years, or death, whichever occurs first. Upon termination of a child's pension it shall be divided into equal shares and added to the pensions being paid the deceased member's other surviving eligible children, if any. A child's benefit will continue after the child attains age 18 for as long as the Board of Trustees determines that the child is totally physically or mentally disabled.

Survivor Pension; No Automatic Pension if Election Made Under Section 9.4.

Section 9.3. No pension payments shall be made under the provisions of sections 9.1 and 9.2 if any pension is or will be paid under the provisions of section 9.4.

Survivor Pension; Elective Beneficiary; Conditions for Coverage.

Section 9.4. (a) A member may name a contingent survivor beneficiary for the exclusive purpose of being paid a pension under the provisions of this section. The naming of a contingent survivor beneficiary shall be made on a form provided by and filed with the retirement system.

(b) A pension shall be paid to the named contingent survivor beneficiary, if each of the following conditions are met:

- (1) The member dies while an employee of the county.
- (2) The member, at time of death, has twenty-five or more years of credited service; or, is age fifty years or older and has fifteen or more years of credited service.
- (3) The named contingent survivor beneficiary is found by the Board of Trustees to have been dependent upon the deceased member for at least fifty percent of the individual's financial support.

Survivor Pension; Elective Beneficiary; Amount of Pension,

Section 9.5. The amount of pension paid to the elected beneficiary shall be computed as if the deceased member had retired under the normal retirement provisions (Article VI) the day preceding death, elected form of payment A, and named the elected beneficiary as survivor beneficiary. The pension shall terminate upon the death of the elected beneficiary.

ARTICLE X

Medical Insurance.

Section 10.1. Each retired member and beneficiary shall be provided coverage under a group medical insurance or pre-payment plan participated in by the county if the member meets the applicable requirements stated in section 10.2. The retired member's or beneficiary's qualified dependents shall be provided with medical insurance if the retired member or beneficiary is being provided medical insurance and the qualified dependents meet the requirements of section 10.4(d). The levels of coverage shall be as shown in section 10.3. The coverage shall be subject to the limitations stated in section 10.4.

Medical Insurance; Conditions for.

Section 10.2. The requirements for retired member medical insurance are:

(a) Benefit group general. The retired member or beneficiary is receiving a pension from this retirement system and has attained age fifty-five years. The age fifty-five requirement shall not apply if the retired member or beneficiary is totally physically or mentally disabled, or if the beneficiary has not yet attained age eighteen years.

(b) Benefit group sheriff deputy. The retired member or beneficiary is receiving a pension from this retirement system and the retired member has attained age fifty-five years. The age fifty-five requirement shall not apply if the retired member or beneficiary is totally physically or mentally disabled, or if the beneficiary has not yet attained age eighteen years.

Medical Insurance; Coverage Provided.

Section 10.3. The medical insurance shall provide the levels of coverage stated in this section or their equivalents.

(a) Blue Cross Blue Shield MVF.1.

(b) A prescription drug rider with two dollar co-pay.

(c) Dental insurance with a 50% co-pay and a \$600 per person per contract year maximum. Coverage of orthodontic services shall not be provided.

Medical Insurance; Restrictions.

Section 10.4. The applicable retired member medical insurance shall be provided subject to the following restrictions.

(a) The retired member or beneficiary must apply for Medicare (or any other government sponsored program) when eligible. Upon qualification for such program, the retired member or beneficiary shall be provided coverage that is complementary to Medicare (or other government sponsored program). Insurance riders provided to other retired members shall also be provided on a complementary basis to retired members who have qualified for Medicare or other such program.

(b) There shall be a coordination of benefits with any other health insurance held by the retired member or beneficiary or the qualified dependents. In such coordination, the county's medical coverage shall be considered the secondary insurance.

(c) The retired member or beneficiary and the retired member's qualified dependents, if any, shall not be eligible for the medical insurance during any period when the retired member or beneficiary is employed and covered by such employer's health insurance program.

(d) The only persons covered by the retired member medical insurance as the retired member's or beneficiary's qualified dependents are the person to whom the retired member was married on the member's date of retirement and the children of the retired member or beneficiary until they attain age 18 years. The age 18 restriction shall be extended so long as the child is in school, but not beyond attainment of age 22 years. Subject to the other provisions of this section, the retired member's and beneficiary's qualified dependents shall be eligible for medical insurance as long as the retired member or beneficiary is alive and receiving pension payments, and after the retired member's death while the qualified dependent is receiving pension payments from this retirement system.

ARTICLE XI

Guaranteed Minimum Aggregate Payout.

Section 11.1. If all pension payments permanently terminate before there has been paid an aggregate amount equal to the retired member's, deceased member's, or deceased vested former member's accumulated member contributions at time of retirement, the difference between the amount of accumulated member contributions and the aggregate amount of pension payments made shall be paid to such individual or individuals as the former member may have named on a form provided by and filed with the retirement system. If no such named individual survives, the difference shall be paid to the legal representative of the last to survive of an individual who was being paid a pension or the named individuals.

Death Benefit.

Section 11.2. Each retired member shall be covered by a death benefit in the amount of \$3,000 payable to the retired member's estate or named beneficiary.

Pensions; payment of.

Section 11.3. All payments from the retirement system shall be made by the county treasurer or as permitted by applicable law. Payments shall be made upon written authority signed by two persons designated by the Board of Trustees. Written authority to make payments shall only be executed based upon a specific or continuing resolution adopted by the Board.

Pensions; Commencement Duration, and Change.

Section 11.4.(a) A normal or disability pension shall commence the first day of the calendar month next following the member's or vested former member's date of retirement. A pre-retirement survivor pension shall commence the first day of the calendar month next following the month in which occurs the death causing payment of the pension. A post-retirement survivor pension shall commence the first day of the calendar month next following the death causing payment of pension.

(b) Pensions are paid in twelve equal installments on the first of each month.

(c) Termination of payment of a pension shall occur at the end of the calendar month in which occurred the event causing termination. Payment shall be made for the full month of termination.

(d) A change in the amount of a pension shall occur the first day of the calendar month next following the date of the event causing the change.

Member Contributions; Amounts.

Section 11.5. Member contributions to the retirement system of five percent of annual compensation shall be deducted from each member's paychecks.

Member Contributions; Refunds.

Section 11.6. (a) An individual's accumulated member contributions shall be refunded to the individual if the following conditions are met:

(1) Membership in the retirement system has been terminated for at least ten days; or, the individual has been laid off for at least thirty days.

(2) The individual has not met the applicable age and service conditions for normal retirement (section 6.2).

(3) The individual makes application for the refund on a form provided by and filed with the retirement system.

(b) If an individual dies and no pension becomes or will become payable on account of the death, the individual's accumulated member contributions shall be refunded in accordance with the deceased individual's instructions made on a form provided by and filed with the retirement system. If there be no such instructions or if the individuals who are to be paid the refund no longer live, the accumulated member contributions shall be refunded to the legal representative of the deceased individual.

(c) Payments of refunds of accumulated contributions, as provided for in this ordinance may be made in monthly installments according to such rules and regulations as the Board of Trustees shall from time to time adopt.

(d) Except as otherwise provided in this ordinance, after three years from the date an employee ceases to be a member, any balance of accumulated contributions standing to the member's credit, in the reserve for accumulated member contributions unclaimed by the member or the member's legal representative, shall be transferred to the reserve for undistributed investment income.

Denial of Claim for Benefits; Appeal to Board of Trustees.

Section 11.7. A benefit claimant shall be notified in writing, within thirty days, of a denial of a claim for benefits. The notification shall contain the basis for denial. The benefit claimant may appeal the denial and request a hearing before the Board of Trustees. The appeal shall be in writing and filed with the retirement system within ninety days of the date of the notification of denial. The request for appeal shall contain a statement of the claimant's reasons for believing the denial to be improper. The Board of Trustees shall schedule a hearing of the appeal within sixty days of receipt of the request for appeal.

ARTICLE XII

Board of Trustees; Authority and Responsibility.

Section 12.1 The administration, management and responsibility for the proper operation of the retirement system, and for interpreting and making effective the provisions of the retirement ordinance are vested in a Board of Trustees consistent with Article IX, Section 24 of the State of Michigan Constitution and P.A. 314 of 1965 as amended and other applicable law.

Board of Trustees: Composition of.

Section 12.2. The Board of Trustees shall consist of the following seven individuals:

(a) The chairperson of the Board of County Commissioners by virtue of that office. By written communication directed to the Board of Trustees, the chairperson may designate the vice-chairperson to serve in the chairperson's place for one year terms.

(b) The chairperson of the County Road Commission by virtue of that office. By written communication directed to the Board of Trustees, the chairperson may designate the vice-chairperson to serve in the chairperson's place for one year terms.

(c) A member of the Board of County Commissioners to be selected by and to serve at the pleasure of the Board of County Commissioners.

(d) A citizen, who is an elector of St. Clair County who is not eligible for membership in the retirement system and who does not hold any other office or appointment with the county, to be selected by the chairperson of the Board of Commissioners and approved by the Board of County Commissioners.

(e) A member of the retirement system who is in the employ of the County Road Commission to be elected by the members who are in the employ of the County Road Commission.

(f) Two members of the retirement system who are not in the employ of the County Road Commission, to be elected by the members of the retirement system who are not in the employ of the County Road Commission. The two trustees shall be from different county departments.

(g) The Board of Trustees shall establish rules and regulations for elections required by paragraphs (e) and (f). The rules and regulations governing the election of employee members of the Board of Trustees are as follows:

1. The Secretary of the Board shall prepare a polling book showing the name of each employee member eligible to vote at the election and each employee member shall be given an identification number.
2. The County Clerk shall cause to be posted in each department or branch thereof whose employees are members of the Retirement System, a notice of election, such notice shall be posted at least thirty (30) days prior to the date of election.
3. Nomination petitions of candidates shall be filed at least fifteen (15) days prior to the date of election and bear the names of at least 5% of the members of the group from which the Board member is to be elected. Petitions shall be filed with the County Clerk who shall check the names on each petition with the poll book and shall certify to the County Election Commission the names of those eligible to appear on the election ballot.
4. The County Election Commission shall cause to be prepared a ballot showing the names of the candidates whose petitions have been properly filed and shall cause to be made and delivered to each voting member one ballot and one return envelope addressed to the County Clerk with the word "Ballot" and the member assigned number marked on the upper left hand corner.

Ballot shall be returned to the County Clerk either by mail or delivered in person prior to four o'clock P.M. of the day set for such election.

Upon receipt of such ballot, the County Clerk shall compare such number with the polling list and if they agree he shall eliminate the member's number and shall deposit such ballot in a ballot box without removing the ballot from the envelope.

Ballots shall be immediately turned over to the custody of the County Election Commission who shall on the day following the election count such ballots and report the results of the election to the County Clerk who shall make a record thereof and notify the successful candidates. Should no more than one (1) candidate file a nomination petition in any one Department, then such candidate shall be declared elected as a Trustee by the County Election Commission and no election would be necessary.

5. The election shall be held under the provisions of section 12.3(a) on the third Tuesday in June.

6. The successful candidates for the Employee Representation on the Board of Trustees shall take office on July 1st immediately following the election.
7. Nominating petitions shall be obtained at the office of the County Clerk and may be circulated either by the candidate or some other member of the Retirement System in behalf of a candidate.

Board of Trustees; Term of Office; Oath of Office; Vacancies.

Section 12.3. (a) The term of office of the member elected trustees shall be two years beginning on the July 1st next following the election. The term of office of the citizen trustee shall be three years.

(b) Effective with the election of 1991, the term of office of the member elected trustees shall be three years beginning on the July 1st next following the election.

(c) Each trustee shall, prior to taking office, take an oath of office administered by the County Clerk.

(d) A vacancy shall occur on the Board of Trustees if a member elected trustee ceases to be a member or becomes employed in the county department of the other member elected trustee. A vacancy shall occur on the Board of Trustees if a trustee resigns. A vacancy shall occur on the Board of Trustees if a trustee, other than a member of the Board of County Commissioners, fails to attend three consecutive meetings unless excused for cause by the trustees attending the meetings. A vacancy shall be filled within sixty days, for the unexpired term, in the same manner as the position was previously filled.

Board of Trustees Meetings; Quorum; Record of Proceedings.

Section 12.4. The Board of Trustees shall hold monthly meetings, and shall designate the time and place thereof. All meetings of the Board shall be public. Notice of the meetings will be posted in the County Building prior to the meeting date. Four trustees shall constitute a quorum at any meeting of the Board of Trustees. At least four concurring votes shall be required for a valid action by the Board of Trustees. The Board of Trustees shall keep a written record of its proceedings.

Board of Trustees; Officers; Services.

Section 12.5. The Board of Trustees shall elect from its membership a chairperson and a vice chairperson. The County Administrator/Controller shall be the secretary to the Board of Trustees. The County Treasurer shall be the treasurer of the retirement system. The treasurer shall be custodian of the assets of the retirement system except as to such assets as the Board of Trustees may from time to time place in the custody of a custodial bank selected by the Board of Trustees. The Board of Trustees shall be represented by County Corporation Counsel, provided however if specialized counsel is required the Board of Trustees may employ outside specialized counsel with the advice of County Corporation Counsel. The Board of Trustees shall designate an actuary who shall advise the Board on the actuarial operation of the retirement system. Actuary shall mean a member of the American Academy of Actuaries or an individual who has demonstrated the educational background necessary to effectively render actuarial advice to the retirement system and who has at least five years of relevant pension actuarial experience. A partnership or corporation may be designated a actuary if the duties of actuary are performed by or under the direct supervision of an individual who meets the preceding requirements. The Board of Trustees is authorized and empowered to employ such professional and other services as it requires for the proper discharge of its responsibilities. The Board of Trustees may utilize the services of county employees if made available.

Board of Trustees; Reports.

Section 12.6. The Board of Trustees shall prepare an annual report for each fiscal year. The annual report shall contain information about the financial, actuarial and other activities of the retirement system during the fiscal year. A copy of the annual report shall be furnished the Board of County Commissioners at its regular session in April of each year. The Board of Trustees shall furnish the Board of County Commissioners such other information about the retirement system as the Board of County Commissioners may from time to time request.

A concise statement of assets, liabilities income and disbursements of the retirement system shall be made available to the membership of the system annually.

Board of Trustees; Investment Authority and Restrictions.

Section 12.7. The Board of Trustees are the trustees of the monies and assets of the retirement system. The Board of Trustees has the authority and power to invest and re-invest the monies and assets of the retirement system subject to all terms, conditions, limitations and restrictions imposed by the state of Michigan on the investments of public employee retirement systems. The Board of Trustees may employ investment counsel to advise the Board in the making and disposition of investments.

In exercising its discretionary authority with respect to the management of the monies and assets of the retirement system, the Board of Trustees shall exercise the care, skill, prudence, and diligence, under the circumstances then prevailing, that an individual of prudence acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and similar objectives notwithstanding any of the provisions herein, the provisions of P.A. 314 of 1965, as amended, are hereby incorporated by reference and made a part of the plan and are controlling.

Board of Trustees; Use of Monies and Assets; Prohibited Actions.

Section 12.8. (a) All monies and assets of the retirement system shall be held and invested for the sole purpose of meeting the legitimate obligations of the retirement system and shall be used for no other purpose.

(b) Members of the Board of Trustees and its employees are prohibited from:

(1) Having a beneficial interest, direct or indirect, in an investment of the retirement system.

(2) Borrowing money or assets of the retirement system.

(3) Receiving any pay or emolument from any individual or organization, other than compensation for personal services or reimbursement of authorized expenses paid by the retirement system and providing services to the retirement system.

Board of Trustees; Compensation.

Section 12.9. The trustees shall receive the same remuneration for attendance at meeting of the Board of Trustees as is allowed members of the Board of Commissioners, provided that the chairperson shall receive annual remuneration of not less than \$360.

Board of Trustees; Experience Tables and Regular Interest.

Section 12.10. (a) The Board of Trustees shall from time to time adopt such mortality and other tables of experience, and a rate or rates of regular interest as are necessary in the operation of the retirement system on an actuarial basis.

(b) For purposes of determining a benefit which is actuarially equivalent to any other benefit, the actuarial reserve required to provide the benefit must be equal to the actuarial reserve required to provide such other benefit computed on the basis of a consistent set of actuarial assumptions as approved by the Board of Trustees. A change of assumptions will not affect any benefit for which payments have already started.

ARTICLE XIII

Financial Objective of the Retirement System; County Contributions.

Section 13.1. (a) The financial objective of the retirement system is to receive contributions each fiscal year which are sufficient to (i) fund the actuarial cost of benefits likely to be paid on account of credited service earned by members during the fiscal year, and (ii) fund the unfunded actuarial cost of benefits likely to be paid on account of credited service earned by members prior to the fiscal year over a period of not more than forty years. Contribution requirements shall be determined by annual actuarial valuations using a generally recognized level percent of payroll actuarial cost method consistent with applicable constitutional and statutory requirements.

(b) The cost of pension or retirement benefits for a county employee under this section may be paid from the same fund from which the employee receives compensation, and the county Board of Commissioners may appropriate the necessary funds to carry out the purposes of this section. If a county establishes a plan by which the county pays pension or retirement benefits to an employee pursuant to this section, the county shall, in accordance with provisions for pension or retirement benefits which shall be incorporated in the plan, establish and maintain reserves on an actuarial basis in the manner provided in this subsection sufficient to finance the pension and retirement and death benefit liabilities under the plan and sufficient to pay the pension and retirement and death benefits as they become due. A county which has adopted a retirement plan under this section and has established reserves on an actuarial basis shall maintain them as provided in this subsection. The reserves shall be determined by an actuarial valuation and established and maintained by yearly appropriations by the county and contributions by employees. The reserves shall be established, maintained, and funded to cover the pension and other benefits provided for in the plan in the same manner and within the same limits as to time as is provided for Benefit Program B in the municipal employees' retirement system described in section 14 of the municipal employees retirement act, Act No. 427 of the Public Acts of 1984, being section 38.1514 of the Michigan Compiled Laws. These reserves are trust funds and shall not be used for any other purpose than the payment of pension, retirement, and other benefits and refunds of employee's contributions in accordance with the plan established in a county. An employee's contributions shall be kept and accumulated in a separate fund and used only for the payment of annuities and refunds to employees. This subsection shall not apply to a county that adopted a retirement plan under this section and had not established reserves on an actuarial basis before October 11, 1947.

Reserve for Accumulated Member Contributions.

Section 13.2. (a) The reserve for accumulated member contributions is the account in which is accumulated the contributions deducted from the compensation of members, or otherwise paid to the retirement system by the member or on the member's behalf, and which shall be charged with refunds of accumulated member contributions and transfers of accumulated member contributions as provided in this resolution. Continuation of employment by the member shall constitute consent and agreement to the deduction of the applicable member contribution. Payment of compensation less the deduction shall be full and complete discharge of all claims and demands for compensation for personal service rendered the county.

(b) The county shall cause the applicable member contributions to be deducted from the compensation of each member. The deducted member contributions shall be paid to the retirement system within five working days and shall be credited to the members individual sub-accounts.

(c) A member's accumulated contributions shall be transferred from the reserve for accumulated member contributions to the reserve for pension payments if a pension becomes payable on account of the member's retirement or death.

Reserve for Pension Payments.

Section 13.3 (a) The reserve for pension payments is the account which is charged with all pension payments and refunds of accumulated member contributions which have been transferred to this account. If a disability pension is terminated and the individual again becomes a member or becomes a vested former member, any excess of the accumulated member contributions transferred to this account as a result of the disability retirement over the aggregate amount of pension paid shall be transferred to the reserve member contributions.

(b) Each year following receipt of the report of the annual actuarial valuation, the balance in the reserve for pension payments shall be set equal to the actuarial present value of pensions being paid retired members and beneficiaries by a transfer to or from the reserve for employer contributions. The pending transfer shall be taken into account by the actuary when making the actuarial valuation.

Reserve for Employer Contributions.

Section 13.4. The reserve for employer contributions is the account to which is credited county and County Road Commission contributions and from which shall be made transfers to the reserve for pension payments and the reserve for undistributed investment income.

Reserve for Undistributed Investment Income.

Section 13.5. (a) The reserve for undistributed investment income is the account to which is credited all interest, dividends, and other income from retirement system assets; all gifts and bequests; and, all other monies received by the retirement system the disposition of which is not specifically provided. There shall be transferred from the reserve account all amounts required to credit interest to the other reserve accounts.

(b) Whenever the Board of Trustees determines the balance in the account is more than sufficient to cover current charges, the excess of any part thereof may be used to fund contingency reserves, meet special requirements of the other reserve accounts, or be transferred to the reserve for employer contributions. Whenever the balance in the account is insufficient to cover current charges, the amount of the insufficiency shall be transferred to the account from the reserve for employer contributions.

Reserve for Administrative Expenses.

Section 13.6 The reserve for administrative expenses is the account to which shall be charged all budgeted and authorized administrative expenses.

Assets not Segregated.

Section 13.7 The descriptions of the reserve accounts shall be interpreted to refer to the account records of the retirement system and not to the segregation of monies or assets by reserve account.

Interest Credited to Reserve Accounts.

Section 13.8. (a) The Board of Trustees shall at least annually credit interest on the individual balances in the reserve for accumulated member contributions, and on the balances in the reserve for pension payments and the reserve for employer contributions. The amounts of interest so credited shall be charges to the reserve for undistributed investment income.

(b) The Board of Trustees shall determine the rate or rates of interest to be used for crediting of interest.

ARTICLE XIV

Assignments Prohibited.

Section 14.1 The right of an individual to a pension, to a refund of accumulated member contributions, the pension itself, or any other right accrued or accruing to any individual, and the monies and assets of the retirement system, shall not be subject to execution, garnishment, attachment, the operation of bankruptcy or insolvency law, or other process of law, except a qualified domestic relations order, and shall be unassignable except as otherwise specifically provided herein.

Subrogation; Right of Setoff.

Section 14.2 (a) If an individual becomes entitled to a pension or other benefit payable by the retirement system as a result of an accident of injury caused by the act of a third party, the county shall be subrogated to the rights of the individual against the third party to the extent of county financed benefits which the retirement system pays or becomes liable to pay.

(b) The retirement system shall have the right of setoff to recover overpayments made by the retirement system and to satisfy any claim arising from embezzlement or fraud committed by a member, retired member, vested former member, beneficiary, or other individual having a claim to benefits.

Correction of Errors.

Section 14.3 The retirement system shall correct errors in the records of the retirement system. The retirement system shall seek to recover overpayments and shall make up underpayments. Recovery of overpayments may be accomplished by reducing the amount of future payments so that the actuarial present value of actual payments to the recipient is equal to the actuarial present value of the payments to which the recipient was correctly entitled.

Internal Revenue Code Qualification.

Section 14.4. (a) The county intends the retirement system to be a qualified pension plan under section 401 of the Internal Revenue Code, as amended, or successor provisions of law, and that the trust be an exempt organization under section 501 of the Internal Revenue Code. The Board of Trustees may adopt such additional provisions to the retirement system as are necessary to fulfill this intent. The Board is responsible for applying for qualified plan determination letter(s) from the Internal Revenue Service.

(b) Prohibition against Reversion. The pension plan and trust have been created for the exclusive benefit of the members and beneficiaries as set forth herein. The funds thereof have been established for the benefit of the members and for the operation of the pension system. No part of the principal and income of any of the funds of the plan and trust shall revert to or be returned to the county prior to the satisfaction of all liabilities hereunder to all members, beneficiaries and anyone claiming by or through them.

(c) Actuarial Valuation Assumptions. Actuarial Valuation Assumptions may be changed by the Board of Trustees after report from the actuary.

(d) Termination or Partial Termination. In the event of termination or partial termination of this plan, a member's interest under the plan as of such date is nonforfeitable to the extent funded in conformity with section 411 (d)(3) of the Code and Regs. Section 1.411 (d) - 2 and any other applicable Internal Revenue Code sections.

(e) Merger, Consolidation or Transfer. In conformity with Section 414(1) of the Internal Revenue Code, in the case of any transfer of assets or liabilities of this plan to any other plan, each plan participant would (if the plan then terminated) receive a benefit immediately after the transfer that is equal to or greater than the benefit the participant would have been entitled to receive immediately before the transfer (if the plan had then terminated).

(f) Limitations of Benefits. The plan cannot exceed the benefit limitations as currently set forth in Section 415 of the Internal Revenue Code. The limitations of Section 415 of the Internal Revenue Code do not currently affect any of the benefits provided to members of the Retirement System.

Severability.

Section 14.5. If any section of part of a section of this ordinance is for any reason held to be invalid or unconstitutional, such holding shall not be construed as affecting the validity of the remaining sections of the ordinance or the ordinance in its entirety.

Fraud Penalty.

Section 14.6. Whoever with intent to deceive shall make any statement or report under this ordinance which is untrue, or shall falsify or permit to be falsified any record or records of the retirement system, or who shall otherwise violate the provisions of this ordinance, or as it may from time to time be amended, with intent to deceive, shall be fined not to exceed \$500.00 or shall be imprisoned to not to exceed ninety days, or both, in the discretion of the court, together with payment of costs of prosecution.

Repeal.

Section 14.7. All ordinances or other provisions of law inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.